**CONTRACT No 3
CONTRACT FOR BUYING OF CONSUMER GOODS**

Moscow                 \_\_\_\_\_\_\_\_\_\_\_\_\_\_199\_\_

    The sellers:
    The buyers:
    Denomination of the Goods: all the Goods to be delivered according to the Catalogs which are the integral parts of the present Contract.
    Quantity, Completeness & Assortment of the Goods: according to the Specifications which are the integral parts of the present Contract.
    Quality & Technical performance of the Goods: according to the Producers' Standards but all the electronic and electrical tools, devices, equipment etc. delivered against the Contract to be provided with standard West-European two-pin plug or supplied with special adapter. Line supply - 220Ч240 V, 50/60 Hz.

    Prices: price for any Goods under the above Catalogs to amount to 35% of Catalogs' price in US Dollars for corresponding Goods. All prices for the Goods delivered under the above Catalogs remain unchanged within all the period of the Contract's validity and are understood ex-ship at port's wharf, including packing and marking.
    Total Amount of the Contract: US Dollars 30.000.000.00 (US Dollars Thirty million only).
    The Party of the present Contract have the right to increase the amount of this Contract.

    Minimum Amount of the Order: US Dollars 5.000.000.00 (US Dollars Five million only).
    Validity of the Contract: 90 days of the date of signing the Contract.
    Terms of delivery: ex-ship at ............ port's wharf, Russia.
    The title to the goods as well as the risk of accidental loss or damage of the goods shall pass from The Sellers to The Buyers after the ship has been accepted at wharf at stipulated port of destination for unloading. All other terms - according to <Incoterms 1980>.

    for footwear and clothes - 21 days
    for electrotechnic and electronic goods - 14 days
    for other goods - 14 days of the date of opening the agreed Letter of Credit (L/C).
    The date of clean on board Bill of Lading to be considered as the date of delivery.
    The Sellers have the right of shipment in advance.
    Terms of Payment: Payment for the goods delivered against the Contract is to be effected in US Dollars under irrevocable, divisible, transferable, documentary L/C opened through telegraph by The Buyers in favour of The Sellers to the minimum sum of USD 5.000.000.00 with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

    The L/C to be opened within 14 days of the date of signing the present Contract and to be valid within... days.
    The L/C is payable at 21 days sight against presentation of the following documents to the Bank
    a) Commercial Invoice - in triplicate,
    b) Shipping Specification - in triplicate,
    c) Packing Lists - in triplicate,
    d) Full set clean on board Bill of Lading issued to the Buyers' name with remark: <Notify The Buyers at once>,
    e) Copy of Insurance Policy - in triplicate,
    f) Certificates of Origin - in triplicate,
    g) Copy of telex/cable advice sent to The Buyers within 24 hours after shipment of the goods with all shipping details.
    The L/C allows partial shipments with corresponding partial payments.
    Copies of the above documents to be sent with Shipping Mail for The Buyers.
    All the Bank's expenses and commissions connected with opening L/C, its prolongation and amendments on The Buyers' territory to be for The Buyers' account, on the other territories - for The Sellers' account.

    Special terms:
    Buyers have the right to send at own expense their inspectors to choose the goods at The Sellers' stocks.
    Buyers' inspectors are entitled to issue an Acceptance Report where quantity, denomination of the goods, trans number, etc. are indicated.
    Sellers shall render any assistance that can be required in getting Visas for The Buyers' inspectors and shall furnish The Buyers Inspectors with apartments in the hotels during their stay there.
    Parties of the present Contract shall agree upon the certain time of arrival of The Buyers' inspectors and terms of their stay there.

    Should The Buyers' inspectors can not arrive due to some reasons on agreed time The Sellers have the right to release the ordered goods for shipment without inspection.
    Presence of The Buyers' inspectors at the preparation of the ordered goods for shipment as well as the issue of Acceptance Report does not make The Sellers free from their obligations to deliver the goods on ex-ship at ............ port's wharf and not affect the Buyers' rights stipulated by the Buyers' in the article <Guarantee>.

    All other terms and conditions of the Contract are in full conformity with <General Conditions of Delivery> enclosed hereto.

    THE SELLERS
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    THE BUYERS
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