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| **SALE AND PURCHASE AGREEMENT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Obninsk \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ «\_\_\_\_» , 2014**  **"SACMI VERONA S.p.A." JSC,** registered in Italy, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the Seller, on the one hand,  **and "SMP "Mark-IV" LLC,** registered in Russia, Obninsk, 37 Krasnykh Zor St., represented by General Director Valeriy M. Rudnitskiy and Deputy Chief Accountant Vera M. Avseenko, acting jointly on the basis of the Charter, hereinafter referred to as the Buyer, on the other hand, have signed the present Agreement.   1. **Subject of the Agreement**   1.1. The Seller sells and the Buyer buys on terms EXW (EX-WORKS) SACMI VERONA S.p.A., according to Incoterms 2010, production equipment and/or spare parts (hereinafter referred to as "Equipment") in accordance with the Specifications, which are an integral part of this Agreement.  1.2. Equipment is accepted on the basis of invoices.  **2. Terms and conditions of delivery**  2.1. Time of the Equipment delivery is specified in the Specifications.  2.2. Equipment shall be insured neither by the Seller nor by the Buyer.  2.3. The date of the transfer of ownership shall be the date of registration of the customs declaration for the Equipment by the recipient's country.  **3. Cost of the Equipment and procedure of payments**  3.1. Payment shall be made by direct bank transfer to the account of the Seller on the following terms:  - 30% advance payment when placing the order, the order shall be sent by the Buyer to the Seller's e-mail within 5 calendar days from the date of signing the present agreement by the Parties;  - 60% advance payment before the date of dispatch of the goods. Shipping date shall be agreed by the Parties in oral form or in the specification;  - 10% of payment after verification for compliance with the technical specifications, but not more than 90 days from the date of dispatch of the goods.  The Buyer has the right to pay for the goods on a prepayment basis.  3.2. The main currency of the contract - EURO.  3.3. Packaging is included in the value of the Equipment.  3.4. The name, quantity and price of the Equipment shall be agreed by the Parties in the Specifications.  3.5. Any change in the total/price is permitted only by written agreement of the Parties.  3.6. All the costs associated with the processing of export within the state of the Seller shall be paid by the Seller. All costs associated with the processing of import within the state of the Buyer shall be paid by the Buyer.  **4. Liability of the Parties**  4.1. The Seller shall notify the Buyer that the Equipment is ready for shipment 24 hours prior to its dispatch by means of electronic communication.  4.2. Liability of the Parties in other cases not covered by this Agreement shall be determined in accordance with the current legislation of the Russian Federation.   1. **Acceptance of the goods**   5.1.Equipment shall comply with the technical documentation.  5.2. When accepting the Equipment, the Buyer shall verify its compliance with the data specified in the Specification, transport and accompanying documents, by name, completeness and quality.  **6. Force Majeure**  6.1. Parties are fully or partially exempted from liability for non-performance or improper performance of the obligations under this Agreement if such failure was the result of force majeure, which does not depend on the will of the Parties.  6.2. The Party shall immediately notify the other Party on the occurrence of force majeure.  6.3. The onset of force majeure must be validated by a certificate of CCI of the country where these circumstances have arisen.  6.4. In any case, the Parties should fulfill their commitments in accordance with this Agreement after the expiration of force majeure.  **7. Disputes**  7.1. All the disputes arising in connection with this Agreement shall be resolved by negotiation between the Parties.  7.2. If the Parties fail to reach agreement within ninety (90) days from the date of the first negotiations, disagreements should be resolved by the Court of Arbitration of the Kaluga region.  **8. Validity of the Agreement** **and other conditions**  8.1. The present Agreement shall come into force upon its signing by the Parties and shall be valid till December 31, 2015, or until the Parties fulfill their obligations under this Agreement in full.  8.2. This Agreement is made in English in two copies - one for each Party.  8.3. All the amendments, alterations and annexes to the present Agreement, drawn up in writing and signed by the Parties, shall be an integral part of it.  8.4. This Agreement, as well as all its amendments, alterations and annexes, signed by the Parties and transmitted by facsimile, shall have legal force.  8.5. The language of the present Agreement is English, and the right governing the present Agreement is the right of the Russian Federation.  **9. Details of the Parties:**  **The Seller: "SACMI VERONA S.p.A." JSC**  Legal address: Via Celis Prov.le 17/a - 40026 Imola (BO) Italy  Company Registration Number in Bologna BOo-0412532, Taxpayer's Code 01479640391 - VAT IT02100541206  Bank details: Bank "MONTE DEI PASCHI DI SIENA" Branch 2335 Roverbella (MN)  Code ABI: 01030 Code CAB: 57900 CIN: L, C/C: 000010194990, SWIFT CODE: PASCITM1076, IBAN: IT20L0103057900000010194990  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/  **The Buyer: "SMP "Mark-IV" LLC**  Legal/postal address: 249037 Russian Federation, Kaluga region, Obninsk, 37 Krasnykh Zor St.  Tel./Fax: +7 (48439) 4-01-21, TIN 4025044310, RRC 402501001, OGRN 1024000949147  OJSC JSCB "ROSBANK", Russia, 107078, Moscow, 11 Mashi Poryvaevoy St., POB 208  SWIFT CODE: RSBN RU MM  BIK (sort code) 044525256, Correspondent Account 30101810000000000256, Current Account 40702978200003061530 (in EUR)  General Director  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Valeriy M. Rudnitskiy  Deputy Chief Accountant  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vera M. Avseenko |

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| SPECIFICATION No.\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ «\_\_\_» , 2014  TO SALE AND PURCHASE AGREEMENT No.71102149562 from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ «\_\_\_» , 2014 | | | | | | |
| No. | Name and range of Goods | Unit of measure | Number of Goods | Currency | Price per unit,  including VAT | |
|  | Automatic marking machine for printing on self-adhesive tape  Model: OPERA 210 COMBI 12T S1/E1 AD+SA/E1 HM  Production speed: 15.000 ed./hour maximum allowable  **Including:**   * 1 station for labeling by thermomelting method * 1 station for labeling on self-adhesive tape * Feed and output conveyor located on the same line * Electronic control unit for driving platforms in motion (stepper motors); * Sewing engines * Pneumatic system FESTO (metalworking standard); * Air Conditioning System for the main electrical enclosure; * Standard power supply: 400 V (+/- 10%), 50 Hz, 3 PH + neutral/ground (TNS); * Standard components "Sacmi": * Special delivery platform; * Bottle detection tool on a conveyor belt; * Sensor for transparent labels (1 pcs.) * Replacement parts for 700-milliliter bottles * Replacement parts for 700-milliliter bottles for labeling by thermomelting method * Replacement parts for 300-milliliter bottles * Replacement parts for 300-milliliter bottles for labeling by thermomelting method |  |  | EURO |  | |

1. TOTAL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(in figures and words)

2. Including VAT - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(in figures and words)

3. Delivery time of the Goods: till \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ «\_\_\_» , 2014

4. Method of delivery of the Goods: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(delivery to the Buyer, sampling at the warehouse of the Seller)

5. Place of loading of the Goods\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(address of the place of delivery or of the Supplier's warehouse)

6. Place of delivery/sampling of the Goods \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(address of the place of delivery or of the Supplier's warehouse)

7. Shelf Life of the Goods: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. Date of dispatch of the Goods \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The Seller: "SACMI VERONA S.p.A." JSC**

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**The Buyer: "SMP "Mark-IV" LLC**

General Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Valeriy M. Rudnitskiy

Deputy Chief Accountant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Vera M. Avseenko