Service contract

№

Saint-Petersburg «\_\_\_\_»\_\_\_\_\_\_\_\_ 2016

Limited liability company “……………………..”, hereinafter referred to as the “**CLIENT**”, represented by General Director Mr. \_\_\_\_\_\_\_\_, acting on the basis of the Charter, on the one party, and \_\_\_\_\_\_ hereinafter referred to as the “**EXECUTOR**”, represented by its \_\_\_\_\_\_\_\_\_, acting on the basis \_\_\_\_\_\_, on the other party, concluded this Contract (hereinafter: “**CONTRACT**”) and hereby agreed as follows:

1. **Subject of the contract:**

1.1. The CLIENT charging and pay and The Executor undertakes to provide services for the provision of **“Methodology for measurement of mass concentration of dust (suspended solids) in dust-gas flows sources of emissions of polluting substances into the atmosphere (PNDF\*\*\*\*\*\*)”** (hereinafter “Methodology”).

1. **Price of the contract and payment procedure.**

2.1. The total cost is 24 780 (twenty-four thousand seven hundred eighty) Russian rubles 00 cents and includes VAT 18% 3 780 (three thousand seven hundred eighty) 00 cents.

2.2. Payment shall be made by the Client within 10 (ten) days after reception of invoice.

2.3. Payment shall be made the cashless settlement by transferring money on the EXECUTOR’s checking account.

2.4. The CLIENT’s payment obligations are considered fulfilled on a date of crediting funds to an account of the EXECUTOR.

3**. Work hand-over and acceptance procedure**

3.1. The Methodology and Acceptance certificate should be transferred to the CLIENT by the Russian Post with the notification about the delivery and should payed by the EXECUTOR.

3.2. The evidence of transferring the Methodology to the CLIENT will be considered the notification of receipt

3.4. During two working days after getting Acceptance of rendered services Certificate the CLIENT should sign it and send one copy to the EXECUTOR.

3.5. Services considered fulfilled from the moment of signing Acceptance Certificate by Parts.

4. **Rights and obligations of the Parts**

4.1. The Party shall compensate the other Party for losses caused in case of non-execution or improper execution of their liabilities under the Contract.

4.2. In case of violation of services provision terms The CLIENT has a right to demand from The EXECUTOR a payment of penalty (fine) in amount of 0,1 % of the value of not provided service per every day of delay.

4.3. The EXECUTOR has a right to demand from The CLIENT a payment of penalty (fine) 0,1 % of the unpaid amount per every day of delay.

4.4. The recovery of penalties shall not release The Parties from performance of its obligations under The Contract.

4.5. In case of disputes and disagreements between The Parties, arising under The Contract, will resolved it through negotiations. In case of impossibility of dispute settlement and negotiations of The Parties, all contentions will considered in Arbitration Court with the observance of pre-judicial claim procedure for settlement of disputes.

5.  **Force- Majeure**

5.1. The Parties will be released from liability for non-performance or improper performance of its obligations under The Contract, if this non-performance was due to force- majeure , i.e. extraordinary and unavoidable circumstances. To force-majeure circumstances pertain: the forbidden actions of the authorities, civil excitements, epidemics, blockade, embargo, earthquakes, floods, fires and other natural disasters.

5.2. The one Party should notify the other Party not later 3 days from the date of occurrence of such circumstances.

5.3. The Party has a right to terminate the contract unilaterally without payment any penalties, in case the circumstances of compelling force continues more than two months.

1. **Term, amendment and early termination of The Contract**

6.1. The present Contract enters into force from the moment of signing by both Parties and valid until the Parties fulfill their obligations under this Contract.

6.2. All amendments and additions to The Contract will be valid if mad e in written form and signed by both Parties.

6.3. The Contract can be early terminated by agreement of the Parties or demand one of the party in the manner and under the terms prescribed by the Russian legislation.

1. **Addition terms**

7.1. All notifications and messages should be in written.

7.2. The Contract is made in two copies, one of each the Client and the Executor, and are the same legal force every copy in English and Russian.