**SALE AGREEMENT №**

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| **Baku** | **Date** |

 “\_\_\_\_\_\_\_” LLC, a legal entity duly registered and existing under the laws of the Russian Federation, represented by \_\_\_\_\_\_\_, acting on the basis of a Charter,

hereinafter referred to as “Purchaser”and “\_\_\_\_\_\_\_\_\_\_\_\_ a legal entity duly registered and existing under the laws of the Azerbaijan Republic, represented by Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_, [Position], acting on the basis of [Legal basis]

hereinafter referred to as “Seller”

HAVE AGREED AS FOLLOWS:

**1. Subject of the Agreement**

1.1. The Seller undertakes to transfer the Goods, referred to the Exhibit A to this Agreement, into the ownership of the Purchaser, and the Purchaser undertakes to accept the Goods and to pay the corresponding price according to the terms of this Agreement.

1.2 With hereby the Seller certifies and warrants and represents to the Purchaser that the Goods:

- is the property of the Seller;

- is not subject of any pledge or other kind of

       lien;

- is not under arrest;

- is not subject of any claim of third parties;

**2. Duties of the Parties**

2.1 The Seller undertakes:

(a) to transfer the Goods within 10 (ten) working days from the moment the Parties have signed this Agreement

(a) to transfer all the accessories and the documents concerning the Goods in within 5 (five) working days from the moment of the transfer of the Goods.

(с)  The Seller also guaranties that on the date of the transfer, the Goods may be used for the purposes the Purchaser intends to use them for, do not need any additional repair or other expenses of the same kind .

2.2. The Purchaser undertakes to accept and pay for the Goods according to the terms of this Agreement

**3. The price of the Goods and procedure of settlements**

3.1. The price to be paid by the Purchaser to the Seller for the Goods is equal to the defined in Exhibit a to this Agreement (hereinafter referred to as the “Price”).

3.2.  The Price shall be paid by the Purchaser to the Seller in full within 10 (ten) working days from the receipt by the Purchaser from the Seller of a valid VAT invoice plus TORG and all required documents t. Moreover, the Purchaser shall not be obliged to pay the Price prior to the moment the Seller execute his obligation referred to clause (a) of article 2.1 of this Agreement. The Price shall be paid by transfer of the corresponding amount of monies to the account indicated by the Seller.

**4.   Transfer of the Goods**

4.1. The  Goods shall be deemed as transferred from the Seller into the property of the Purchaser immediately upon the handing of it to the Purchaser. The handing of the Goods to the Purchaser  shall be certified by applicable documents.

**5.   Force-majeure**

5.1. Neither of the Parties shall be liable for failure to fulfil its obligations under this Agreement if:

(a) such failure has occurred due to circumstances of Force-majeure (as defined in clause 5.2 of this Agreement); and

(b) the Party suffering from circumstances of Force-majeure has notified the other Party of such circumstances within 3 (three) calendar days from the moment they have occurred and has presented proof of existence and duration of such circumstances within 5 (five) calendar days after they have ceased.

5.2. The following shall be regarded by the Parties as events constituting Force-majeure:

(a)   acts of God (such as tornado, hurricane, flood, lighting strike, earthquake, eruption of volcano) directly preventing either of the Parties from fulfilling their obligations under this Agreement;

(b)  wars, hostilities (whether war has been declared or not), acts of hostile armies, nations or enemies;

(c)  civil wars, riots, revolutions, unrests, coup d’etat, strikes;

(d) any hazardous, dangerous, perilous, unsafe contamination by either biological or chemical material and/or nuclear radiation.

In the event the circumstances of Force-majeure continue for more than 1 (one) month or the event of Force-majeure leads to it being impossible to enter into the Main agreement as described above, this Agreement shall be considered as cancelled. In this case the Seller shall within 3 (three) calendar days from the moment of written notice from the Buyer return the Buyer all sums received up to such moment and all interest that has accrued thereon.

**6. Governing law and Disputes**

5.1. This Agreement shall be governed by and construed in accordance with the laws of the Russian Federation.

5.2. In the event of any dispute between the Parties (if this dispute is not settled by negotiation within 2 (two) weeks of having arisen), this dispute shall be settled by Moscow Arbitration court in accordance with the laws of the Russian Federation.

**7. Final provisions**

5.3. This Agreement is made in 2 (two) original copies each in English one for each of the Parties

5.4. All Exhibits attached to this Agreement are considered as an integral part of it.

5.5. All changes and amendments to this Agreement shall be made in writing and shall become binding when executed by each of the Parties.

**Parties signatures and details**

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| **Account Name: ″TELCON″ LLC**Account Address: FLT93, APT19, N. TUSI STR,KHATAI DIST., BAKU,AZERBAIJANAccount TIN: 2002751491**Beneficiary Bank Name: "Kapital Bank" OJSC KOB CENTRAL Branch**Beneficiary Bank Address: Azerbaijan, Baku, Narimanov distr., H. Aliyev str 143SWIFT code: AIIBAZ2XXXXAccount Number: AZ86AIIB401600C8406602586229Correspondent account: 070-55.075.527Code: 201412TIN: 9900003611 | **Account Name:**Account Address:Account TIN:**Beneficiary Bank Name:**Beneficiary Bank Address:SWIFT code:Account Number:Correspondent account:Code:TIN: |

 **Director «TELCON» LLC Director «\_\_\_\_\_\_\_\_\_» LLC**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hamzayev A.H. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_