

Purchase Sale Agreement No_____

Made and Entered into This «__»_____ 20__

JUTA (Jūrmalas Transporta Aģentūra) Ltd represented by General director _____ (hereinafter "Supplier") and _____ represented by _____ (hereinafter "Buyer"), hereinafter jointly referred to as "Parties" or, when individually and generally referred to "Party", have made condition and agreed as follows:

1. Subject of the Contract

Supplier takes obligation to sell, and Buyer to purchase on the Equipment according to Specifications in Annex № ____ (hereinafter "Equipment"). The Equipment will be delivered in Latvia by the Supplier to the Buyer. Quantity and assortment of each delivery should be stipulated by Parties separately and coordinated via e-mail or other means of communication.

2. Equipment cost and payment procedure

Equipment name, quantity and price are mentioned in the Specifications that are designed as Annexes and are integral parts of present Agreement.

The Buyer agrees to pay an advance of not less than 50% of the Total Amount specified in the Specifications within 5 (five) working days from the date of signing this Agreement. Obtaining an advance by the Supplier is the basis for starting assembling the Equipment according to Specifications.

Shipment of the Equipment should be implemented by Supplier within 45 working days after the date of receiving the advance and after receiving 100% of payment for the Equipment according to the Specifications.

3. Terms of shipment

The Equipment will be shipped from Supplier's warehouse in Riga, Latvia. The supply of the Equipment will be EXW (Incoterms 2000) from location from which the shipment is made, and the risk shall pass to the Buyer at this point. The Buyer shall pay all shipping costs.

The Buyer agrees to accept all risk in the Equipment and insure the Equipment from the point of delivery to the ship/aircraft or any other transport till the destination.

4. Responsibility of Supplier

If the Supplier fails to supply the Equipment according to delivery date mentioned in clause 2.3, pays to the Buyer should pay fees at a rate equal to 0,1% per day, but not more than 10% of Equipments value. The Supplier is obliged to fulfill his obligations according to this present Agreement.

If a delay in delivery will exceed twenty five (25) working days, the Buyer is authorized to revoke the Agreement. In this case, the Supplier is obliged within 10 working days to refund all the payments received from the Buyer, including the penalties defined in clause 4.1.

5. Responsibility of Buyer

Commercial in confidence

This document and the information contained are the property of JUTA Ltd. and must not be disclosed to third parties or copied or used without prior written consent from JUTA Ltd.

If the Buyer refuses to purchase part or the whole order of Equipment, the Buyer is obliged to pay penalty of 10% of order value.

6. Force Majeure

Neither of the Parties is responsible for non-execution of the obligations of the present Contract induced by natural calamity, public and political upheaval, wars and hostilities, cases of emergency, government actions and other circumstances which are beyond the Party's reasonable control and can not be overcome by Parties.

The Party which is wholly or partly unable to carry out its obligations under this Agreement because of force majeure should notify another Party about beginning and ending of those circumstances. The proper evidence of above mentioned circumstances and their duration should be warrants issued by the Chamber of Commerce of the corresponding country. If above mentioned circumstances would last more than 3 months of the date on which the other party receives the notice on force majeure. Parties should determine their further obligations in respect to the present Contract by means of negotiations.

7. Settling of disputes

Parties will tend to settle all disputes arising out of or in connection with the Agreement by means of negotiations.

In case Parties do not come to an agreement the dispute should be settled at the competent courts of Riga, Latvia.

8. Effectiveness of the Agreement

The present Agreement comes into effect after signing it by authorized persons. Date of effectiveness of the Contract is the date of signing the Contract.

9. Currency

Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful Euro (€).

Commercial in confidence

This document and the information contained are the property of JUTA Ltd. and must not be disclosed to third parties or copied or used without prior written consent from JUTA Ltd.

10. Details and Signatures of the Parties

Supplier:	Buyer:
JUTA (Jūrmalas Transporta Aģentūra) Ltd Kapteiņa Zolta ielā 126, Jūrmala, Latvia.	
Code: 40003899248; VAT code LV40003899248 Tel. +371-29242285; Bank: Account no. LV49HABA0551015912276 AB "SWED Bankas"	Bank:

Commercial in confidence

This document and the information contained are the property of JUTA Ltd. and must not be disclosed to third parties or copied or used without prior written consent from JUTA Ltd.

Annex № ____

Purchase Sale Agreement number ____ dated " __ " _____ 20____

EQUIPMENT SPECIFICATIONS

According to present Agreement the Supplier takes obligation to supply to the Buyer the following Equipment:

№	Name, Completion	Quantity, pcs	Price, EUR. (Including VAT)	Total Price, EUR. (Including VAT)
1	Copy machine "Kopirkin Optima BK" (basic)			
2	Copy machine "Kopirkin Optima + BK" (basic)			
3	Option - Second Paper Tray 550 sheets: (Total tray - 1100 sheets)			
3	Option - GSM-module : (For remote monitoring apparatus)			
4	Option - banknote receiver :			
5	Option - Fiscal : (Model "PRIM-08TK" with a set of bindings)			
	Sub total value:			

Total Amount: _____ (_____ EUR. 00

cents), including VAT _____ EUR.

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS
EXCLUSIVE DISTRIBUTION AGREEMENT ON THE DATE FIRST ABOVE WRITTEN:**

SIGNED for and on behalf of the Supplier JUTA (Jūrmalas Transporta Aģentūra) Ltd

By: _____

SIGNED for and on behalf of the Buyer _____

By: _____

Commercial in confidence This document and the information contained are the property of JUTA Ltd. and must not be disclosed to third parties or copied or used without prior written consent from JUTA Ltd.
--

Warranty service machines "OPTIMA"

1. The warranty period for all models is 12 months from the date of sale. During this period manufacturer agrees to repair or replace free of charge released from the damaged sites.
2. Warranty copier, which is part of the apparatus, is carried out by authorized service centers XEROX.
3. The warranty on the basis of the passport products.
4. The consumer loses the right to receive warranty service in the following cases:
 - a. Upon the expiry of the guarantee.
 - b. In case of violation of the operation, transportation and storage rules.
 - c. If there is damage to parts of product after it is put into operation due to mechanical effects (shock, falls, scratches, etc.), moisture, fire and other corrosive influences, as well as damage caused by insects, rodents, etc.
 - d. If the sealing of the manufacturer's parts or absence (damage) protective stickers manufacturer.
 - e. In excess of the estimated load (automatic "Kopirkin" is designed for 7000 copies per month, with peaks not more than 20000 copies per month).
 - f. The use of cartridges, refueled by the user, which caused damage to the equipment. The manufacturer recommends using of new original cartridges.
 - g. Overheating of the apparatus related to the blocking of ventilation holes (when installing the device against a wall, etc.).

The warranty does not apply to consumables.

In the event of warranty case the Buyer delivers automatic self service center manufacturer in _____, or fully pay for transportation costs caused by leaving the service engineer.

With Vibration Driver _____ / _____

Commercial in confidence

This document and the information contained are the property of JUTA Ltd. and must not be disclosed to third parties or copied or used without prior written consent from JUTA Ltd.

<p><u>Kopirkin OPTIMA</u> in the basic configuration: (Includes: - Tray up to 550 sheets; - A coin without the issuance of delivery; - Double-sided copying, scaling up to A4; - Adjusts the number of copies from one original)</p>	<p>2 295 EUR.</p>
<p><u>Kopirkin OPTIMA +</u> in the basic configuration: (Includes: - Tray up to 550 sheets; - Set coin reciever with change refund option ; - Double-sided copying, scaling up to A4; - Adjusts the number of copies from one original)</p>	<p>2590 EUR</p>
<p><u>Kopirkin PRINT</u> as standard: (Includes: - Tray up to 550 sheets; - A coin without the issuance of delivery; - Double-sided copying, scaling up to A4; - Adjusts the number of copies from one original; - Printing forms from memory machine)</p>	<p>2 950 EUR.</p>
<p><u>Kopirkin PROFI</u> in the basic set: (Includes: - Function copy / scan / print documents with the flash-media; - Double-sided copying, scaling up to A4; - Adjusts the number of copies from one original); - Tray up to 550 sheets; - Bill acceptor, coin acceptor - Function payment)</p>	<p>4590 EUR.</p>
<p>Additional options :</p>	

Commercial in confidence

This document and the information contained are the property of JUTA Ltd. and must not be disclosed to third parties or copied or used without prior written consent from JUTA Ltd.

Option - <u>Second Paper Tray 550 sheets</u> (Total tray - 1100 sheets)	190 EUR.
Option - <u>banknote receiver</u> :	290 EUR.
Option - <u>GSM-module</u> : (For remote monitoring apparatus)	240 EUR.
Option - <u>Fiscal</u> : (Model "PRIM-08TK" with a set of bindings)	890 EUR.

Prices and terms of purchase

Cost machines

This standard price for all buyers.

It all depends on how many purchases.

From 5 to 9 machines - 3% discount

From 10 to 19 machines - 5% discount

From 20 to 29 machines - 8% discount

From 30 machines - discounts negotiated

All discounts are accounted for fully funded system.

When you register as a dealer agreement, which introduces additional discounts.

Commercial in confidence

This document and the information contained are the property of JUTA Ltd. and must not be disclosed to third parties or copied or used without prior written consent from JUTA Ltd.