

# SALES AND PURCHASE AGREEMENT # \_\_\_\_\_

Moscow, Russia

“ \_\_\_\_ ” \_\_\_\_\_ 20\_\_

This Sales and purchase Agreement (hereinafter referred to as the "Agreement") is concluded between Sole proprietor Anna A. Kozlova (hereinafter referred to as the "Seller" or the "Artist") acting upon reliance on the certificate of state registration of series \_\_\_\_ #\_\_\_\_\_, dated \_\_\_\_\_, issued by the Interdistrict Inspectorate of the Federal Tax Service #46 of Moscow, Russia, and \_\_\_\_\_ (hereinafter referred to as the "Buyer") acting as an individual, together referred to as the "Parties".

WHEREAS, the Artist has created a porcelain ball-jointed doll (hereinafter referred to as the "Doll" or "Work") and has full rights, title, and interest therein:

WHEREAS, the Artist desires to sell the Work to the Buyer; and the Buyer desires to purchase the Work from the Artist, respectively;

NOW THEREFORE, in condition of the premises and the mutual obligations, and other valuable considerations, hereinafter set forth, the Parties hereto agree as follows:

## 1. Subject of the Agreement

1.1. In accordance with this Agreement, the Seller hereby agrees to transfer the property (hereinafter referred to as the "Property") described in the Paragraph 1.2 of the Agreement, including the Doll created by the Seller, to the Buyer, and the Buyer agrees to accept and pay for the Property in the manner specified in the Agreement.

1.2. The Parties specify the content of the transferred Property in the "Property specification" (Appendix #1 of the Agreement), that is an integral part of the Agreement.

1.3. The Property is transferred to the Buyer packed in a box that provides the safety of the Property during transportation.

## 2. Terms of validity of the Agreement

2.1. The Agreement shall enter into force upon its signing by the Parties, and is valid until the complete fulfillment of the Seller's obligations which are deemed to be satisfied at the time of receipt of the Property by the Buyer, that is documented by the carrier company, or the mutual signing of the Act of Delivery and Acceptance by the Parties with the personal presence of the Parties and the transfer of the Property from hand to hand.

2.2. The Buyer's obligations specified in the Paragraphs 7, 8, 9 and 10 of this Agreement are perpetual and can only be changed upon an initiative of the Seller.

## 3. The rights and obligations of the Parties

3.1. The Seller agrees to:

3.1.1. transfer the Property, appertaining to the Seller and being completely free of third parties' rights, that does not maintain custody dispute, that is not a subject of the pledge, etc. at the moment of transfer, to the Buyer on the terms and conditions of the Agreement.

3.1.2. The Property shall be packaged in accordance with the terms of the Agreement.

3.1.3. Alongside with the Property, accessories and the documentation are transferred to the Buyer in accordance with Appendix #1.

3.2. The Buyer agrees to:

3.2.1. pay for the Property in the manner specified by the Agreement;

3.2.2. accept the Property in accordance with the terms of the Agreement;

3.2.3. comply with the Paragraphs 7, 8, 9, 10 of this Agreement and to fulfill the obligations specified in them.

3.2.4. If a third party, on the basis that arose before the execution of this Agreement, brings a suit of seizure of the Property, the Buyer agrees to call the Seller upon to participate in the proceedings, and the Seller agrees to participate in these proceedings on the side of the Buyer. Not calling the Seller upon by the Buyer to participate in

The Seller \_\_\_\_\_

The Buyer \_\_\_\_\_ 1

the proceedings relieves the Seller from liability to the Buyer, provided that the Seller can prove that by taking part in the proceedings, the seizure of the sold Property of the Buyer could have been prevented.

3.3. The Seller has the right to:

3.3.1. refuse to execute the Agreement if the Buyer refuses to accept and/or to pay for the Property, in violation of the Agreement;

3.3.2. suspend the transfer of the Property in case of partial payment under the Agreement.

3.4. The Buyer has the right to:

3.4.1. refuse to execute the Agreement if the Seller refuses to transfer the Property to the Buyer.

#### **4. Procedure for transfer of the Property**

4.1. The transfer of the Property in Moscow, Russian Federation may be carried out from hand to hand with the personal presence of the Parties. In this case, the Seller and the Buyer sign the Act of Delivery and Acceptance of the Property.

4.2. In case of impossibility (from the side of the Buyer) of personal transmission, the Seller organizes delivery of the Property with the assistance of a reliable and mutually agreed carrier company on the terms DAP-\_\_\_\_\_ "Incoterms® 2010".

4.3. The risk of accidental loss or accidental damage to the Property passes to the Buyer from the moment when the Seller transfers the Property to the Buyer in the manner specified in the Agreement.

4.4. The Buyer receives the ownership of the Property at the moment of the Property transfer to the Buyer.

4.5. The Property shall be transferred to the delivery service of the carrier company, or personally within ten (10) business days from the date of transfer of the sum by the Buyer to the account of the Seller, in the presence of the Seller's copy of the Agreement signed by the Buyer.

#### **5. Price and payment terms**

5.1. The total amount to pay by the Buyer to the Seller equals to \_\_\_\_\_ USA dollars, including \_\_\_\_\_ USA dollars for the Property specified in Appendix #1; the cost of services for the organization of delivery, including the services of the carrier company, insurance and packaging, equals to \_\_\_\_\_ USA dollars.

5.2. In case of any additional fees and/or charges imposed on the Property when importing it into the Buyer's country, they are to be paid by the Buyer.

5.3. Postage for delivery of the set of documents from the Buyer to the Seller shall be paid individually by the Buyer him/herself.

5.4. The payment under the Agreement shall be carried out via Wire transfer of funds to the bank account of the Seller. Thereby, the Buyer's obligations on the part of the payment under the Agreement shall be considered fulfilled from the date of withdrawal of funds from the Buyer's account by the Buyer's bank. The amount of payment is not subject to VAT on the basis of Article 346.11, paragraph 2 of the Tax Code of the Russian Federation.

5.5. The original of the Agreement in two copies shall be signed and sent to the Seller via postal service to the following address:

Address for sending the set of documents

Upon the receipt of the signed Agreement copies and admission of the amount to the Seller's bank account, the Seller sends a signed Agreement copy to the Buyer using a postal service by the own choice.

#### **6. The Parties liability**

6.1. The Parties bear responsibility for any failure to fulfill their obligations under the Agreement in accordance with the Agreement and the legislation of the Russian Federation.

6.2. The Seller shall bear no responsibility for any harm, material or any other damage that can be caused to the Property's owner or third parties, in connection with the use of the Property by its owner or others in any way.

#### **7. Transfer of copyrights**

7.1. The Seller as the Artist who made the Doll (the Work) owns the following copyrights:

The right of authorship, that is the right to be recognized as the author of the Work.

The right of the author for a name, that is the right to use or to allow the use of the Work under his/her name, under an assumed name (pseudonym) or anonymously.

The right of integrity of the Work.

The right of public exposure of the Work.

The right of withdrawal.

Other rights provided by the legislation of the Russian Federation.

7.2. The Seller guarantees that no copyrights, patents or any other rights of third parties have been infringed in the process of creation of the Work.

7.3. The Buyer guarantees that the Artist's copyrights established in the Agreement and by the legislation of the Russian Federation will not be infringed.

7.4. The Seller reserves all the copyrights to the Work, including all the rights of the Doll reproduction or its images. No Doll in whole and no part of the Doll can be changed, copied or reproduced in any way.

7.5. The Doll cannot be photographed, sketched, drawn and painted, or reproduced in the image in any other way for commercial or advertising use without the Seller's written permission. The Doll cannot be released to public, that is, presented in any form or by any means to the general public without the Seller's written permission.

7.6. Any use of the Doll or its images that is beyond the scope of this Agreement, without an additional agreement in writing will be an infringement of the Seller's copyrights.

## **8. Use of the Doll and its images for personal purposes**

8.1. The Seller allows free use for the Buyer's personal purposes and publishing of photographs, videos, images, drawings and paintings of the Doll on the Internet, provided that this publishing is not intended for commercial or advertising purposes, or it is used for educational purposes only and does not cause material damage to the Seller. Such a publishing shall be made with apparent and obligatory mention of the Seller as the author of the Doll (for example: the doll by Anya Kozlova) and the credit link to the Seller's website (<http://deavivente.com>).

8.2. Any commercial use of the Doll, a part of the Doll or materials created with the Doll (for example, photographs, videos, sketches, drawings and paintings), as well as its public exposure shall be regarded as the infringement of the Seller's copyrights, and shall be allowed exclusively with the Seller's written permission.

## **9. Use of the Doll, repair and the parts replacement**

9.1. The Buyer agrees to carefully fulfill all the recommendations listed in the enclosed Owner's Guide regarding the use of the Doll.

9.2. The Buyer agrees to periodically take care of the Doll in the manner described in the enclosed Owner's guide.

9.3. The Seller, in case of need, can fulfill any repair of the Doll, its parts replacement in case of loss of damage, repair of inner mechanisms or recovery of painted layers in their original state. In this situation, the delivery of the Doll to the Seller and back to the Buyer shall be carried out at the Buyer's expense.

9.4. The time frames and the cost of repair works, as well as the delivery conditions, will be discussed on their own in each case depending on distance, nature of damage and repair works, the cost of such works, availability of necessary materials and its cost, and will be the subjects of an individual agreement.

## **10. Further sale or change of ownership**

10.1. All the obligations specified in the Paragraphs 7, 8, 9, 10 of this Agreement remain in force upon the transfer of the ownership of the Doll to the Buyer's heirs.

10.2. With the following transfer of the ownership to a third party, the Buyer agrees to notify the Seller about the change of the owner within thirty (30) days beginning from the moment of this change, and with the possible consent of the third party to provide the information about a new owner of the Doll that the third party regards as necessary, for inclusion in the overall database of the Seller.

10.3. All the restrictions regarding the transferred copyrights must be disclosed by the Buyer to a new owner and covered in a relevant agreement.

10.4. All the Buyer's obligations to the Seller must be transferred to a new owner and covered in a relevant agreement.

## **11. The grounds and termination of the Agreement**

11.1. The Agreement may be terminated by agreement of the Parties, as well as unilaterally upon a written request of a Party in reliance upon the Agreement and the legislation of the Russian Federation. Unilateral termination of the Agreement shall be carried out only upon a written request of the Parties.

11.2. The Seller has the right to terminate the Agreement unilaterally in case:

11.2.1. the Buyer refuses to accept and/or to pay for the Property, in violation of the Agreement.

11.3. The Buyer has the right to terminate the Agreement unilaterally in cases:

11.3.1. the Seller refuses to transfer the Property to the Buyer.

11.3.2. the Seller, in violation of the Paragraph 3.1.1 of the Agreement, transfers the Property burdened by the third parties' rights to the Buyer.

## **12. Force Majeure**

12.1. The Parties are not responsible for the complete or partial failure to fulfill obligations under the Agreement in consequence of Force Majeure incidents, meaning unforeseeable, unavoidable and insurmountable objective conditions which might occur, specifically fire, flood, earthquake, strike, war, acts of public authorities or other circumstances beyond the control of the Parties.

12.2. The Party which is unable to fulfill its obligations under the Agreement agrees to promptly notify the other Party in writing with the provision of supporting documents issued by competent authorities.

12.3. The Parties recognize that insolvency of the Parties shall not be considered as a Force.

## **13. Other stipulations**

13.1. All the changes and additions to this Agreement should be made in writing and signed by the Parties.

13.2. All the disputes and differences arising between the Parties on the fulfillment of obligations under this Agreement will be settled through negotiations upon reliance on the current legislation of the Russian Federation and business practice.

13.3. In all other cases not provided in this Agreement, the Parties agree to be governed by the current legislation of the Russian Federation.

13.4. In case of impossibility of reaching the agreement, disputes under the Agreement are to be settled in a judicial proceeding in court at the location of the Seller.

13.5. The Parties hereby agree that they are not deprived of legal competence, do not suffer from diseases that hinder understanding of the essentials of the concluded Agreement, as well as they confirm the absence of circumstances that force them to commit this transaction on terms extremely unfavorable for them.

13.6. The Agreement is drawn up and signed in two copies deemed equally valid and owned in one copy by each Party.

13.7. The Parties do not have any concurrent oral agreements. The content of the Agreement is fully consistent with the actual declaration of will of the Parties.

13.8. All the correspondence on the subject of the Agreement prior to its execution loses its validity since the date of execution of the Agreement.

## **14. List of Appendices**

Appendix #1 - "Property specification".

## 15. Details and signatures of the Parties

**The Seller:** Sole proprietor Anna A. Kozlova

**Passport:**

**Issue date:**

**Issued by:**

**Address:**

**Tax Identification Number:**

**Primary State Registration Number of the Sole Proprietor:**

**Contact phone number:**

**Contact e-mail:**

**Bank details:**

\_\_\_\_\_  
(signature) (full name)

(seal here)

**The Buyer:**

**Passport/Driving license:**

**Issue date:**

**Issued by:**

**Address:**

**Exact shipping address:**

**Contact phone number:**

**Contact e-mail:**

\_\_\_\_\_  
(signature) (full name)

**APPENDIX #1**  
**Property specification**

sample