**1. THE SUBJECT OF THE CONTRACT**

**1.1** The Seller \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ sells and the Buyer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ buys \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as "Goods" in accordance with the terms, prices and quantities specified in the Contract.

**1.2 PRODUCT DESCRIPTION AND PACKAGE CONTENTS:**

The number of sets - 1040 PCs

The number of items in the same set-9 PCs

The number of items in General-9360 PCs

**1.2.1 Set includes the following items:**

Fish turner KCG001-32.5 \* 13.5 cm/107 g-1 PCs per set and the total number of 1040 pieces

Slotted turner KCG002-32.5 \* 8.5 cm/80.8 g-1 PCs per set and the total number of 1040 pieces

Soup ladle KCG003 - 33\*9.15 cm/119.4 g – 1 piece in the set is the total number of 1040 pieces

Slotted spoon KCG005 - 32\*7cm/63.6 g – 1 piece in the set is the total number of 1040 pieces

Spoon-KCG006 32 \* 7 cm/74.2 g-1040-1 PCs per set and the total number of 1040 pieces

Spaghetti serving KCG007-33 \* 3.3 cm/86.6 g-1 PCs per set and the total number of 1040 pieces

Spaluta KCG009 - 32.5\*6.5 cm/113.8 g – 1 piece in the set is the total number of 1040 pieces

Spoon rest-23.5 LG001 \* 11.5 CM/61 g-1 PCs per set and the total number of 1040 pieces

KR012 Tongs-34 \* 4 cm/134.8G-1 PCs per set and the total number of 1040 pieces

**2. MATERIALS AND COLORS:**

**2.1** Items:

KCG001 Fish turner,

Slotted turner KCG002,

KCG003 Soup ladle ,

Slotted spoon KCG005 ,

KCG006 Spoon ,

Spaghetti serving KCG007 ,

Spaluta KCG009 have a hard plastic frame, which is covered with food silicone and have the color warm gray 10c Pantone.

The handle is made from beech wood and covered with a transparent varnish.

**2.2** The spoon rest LG001 – made of food grade silicone and have the color warm gray 10C Pantone

**2.3** The Tongs KR012 – Made of food grade steel and food grade silicone .The color of the silicon 10C warm gray

**3. LOGO SIZE AND DESIGN**

**3.1** Design of the logo and its size is given to the seller in accordance for applying to the finished product. The seller undertakes to make the logo on each subject in accordance with the requirements of the buyer.

**3.2** For items:: KCG001 Fish turner, Slotted turner KCG002, KCG003 Soup ladle , Slotted spoon KCG005 ,KCG006 Spoon ,Spaghetti serving KCG007 , Spaluta KCG009 – type logo - laser. The size of the logo 26,485 mm \* 9,485 mm.

The orientation and location of the logo in accordance with Annex No. 1

**3.3** Для Spoon rest LG001. The type of the logo is silk print. The size of the logo: 29,95 mm \* 10,726 mm. The color of the logo \_\_\_\_\_\_\_

The location and orientation of the logo is in accordance with Annex No. 1

**3.4** For the Tongs KR012 – The logo silk print. The size of the logo: The size of the logo 26,485 mm \* 9,485 mm. The color logo:

The orientation and location of the logo in accordance with Annex No. 1

**4. PRODUCT PACKAGING**

**4.1** the Seller shall provide packing of the goods in the amount of 1040 pieces. Box with color custom printing. The buyer provides the Seller with the packaging design to print.

**4.1.1** the Seller agrees to make the packaging in accordance with the design, features and colours provided by the Buyer.Carton dimensions: 12.5\*11.5\*36 cm; Material and features of the box: coated matte paper (thickness 250g) + protective glossy lamination (250 gsm coated paper + glossy lamination)

**4.2** the Seller undertakes to provide PP bag for each piece from the set, in the amount of 9360 pieces

**4.3** the Seller undertakes to provide The thanks card (insert) for each set, in accordance with the design, features and colours provided by the Buyer, in the amount of 1040 pieces.The buyer shall provide the Seller with print design. Double-sided color printing. Material: \_\_\_ gsm coated paper with \_\_\_\_\_ lamination;
Size:

**5. The CRITERIA for ASSESSING the QUALITY of the GOODS:**

**5.1** the Buyer made a pre-order sample of this Product. The seller undertakes that the quality of the Goods will conform to sample. And the Seller is obliged to eliminate the defects described in paragraph 5.2; 5.2.1 and 5.2.2.

**5.1.2** Items must have the declared dimensions and weights and correct form and geometry.

**5.1.3** Handles should be made of natural beech wood and have a uniform color. Wood polished and brushed, has no cracks, sharp edges and protruding pieces of wood.

**5.1.4** Wooden handles should be evenly covered with varnish. All items have the same degree of varnish and do not differ from each other in color.

**5.1.4** Hole in the tree should have a regular oval shape, are located exactly relative to the width and length of the handle. Do not have burrs and protruding pieces of wood.

**5.1.5** Items must not have a strong odor, as well as any chemical smells.

**5.1.6** On the parts of items not visible traces of glue, etc.

**5.1.7** All items of set must have the same color of the silicone, the color warm gray 10C Pantone and not different from each other shades.

**5.1.8** Items: KCG001 Fish turner, Slotted turner KCG002, KCG003 Soup ladle , Slotted spoon KCG005 ,KCG006 Spoon ,Spaghetti serving KCG007 , Spaluta KCG009 have a hard plastic frame, which is covered with food silicone and have the color warm gray 10c Pantone.

**5.1.9** Silicone part of the objects has a smooth and homogeneous surface.

**5. 2** **THE BUYER HAS REMARKS TO QUALITY OF THE GOODS, THE SELLER UNDERTAKES TO ELIMINATE THESE DEFECTS IN THE PRODUCTION OF GOODS:**

**5.2.1** Connection between the silicone part and wooden handle should be firm, not loose and not to break.

**5.2.2** Wooden handle and silicone part should fit snugly to each other. At the connection between the silicone part and wooden handle should not be visible distances.

**6. CERTIFICATES**

**6.1** The Seller undertakes to make the FDA tests for a given Product and provide the Purchaser with supporting documents and official certificate KCG.

**6.1.2** Testing the FDA is the next kit materials: silicone + wood + coating + stainless steel.

**6.2** The Costs of passing the test the FDA in the amount of $334 borne by the Buyer and included in the total score.

**7. THE PRICE OF THE GOODS**

**7.1**. Price per Unit: $**\_\_\_\_\_**

Price includes:

The goods in accordance with the paragraph: 1.2 and 1.2.1

Packaging - in accordance with paragraph 4.1 and 4.1.1

PP bag in accordance with paragraph 4.2

The logo on each piece in accordance with paragraphs: 3.1; 3.2; 3.3; 3.4.

The Thanks card in accordance with paragraph 4.3.

The total amount of: $**\_\_\_\_\_\_\_\_\_**

Additional costs for FDA test in the amount of $334.

**Total: total amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**7.2 The Contract Price is approved by all parties and cannot be increased by the Seller.**

**8. TERMS OF PAYMENT**

**8.1** the Buyer pays 30% (thirty percent) Deposit of the cost of Goods, which is $ \_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_ U.S. dollars) and 70% (seventy percent) of the value of Goods, which is $ \_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ USD) after the Goods produced, and once the Buyer has received a positive validation result of the produced Goods.

**8.2** the Buyer undertakes to pay the second part of the 70% (seventy percent) of the cost of Goods not more than 2 (two) working days after the Buyer received the positive result of verification of the produced goods.
**8.3** Obligations of the Buyer payment shall be discharged as soon as corresponding amount is debited from the Bank account of the Buyer.

**9. THE QUALITY OF GOODS, PRODUCTION TIME, INSPECTION, LOADING.**

**9.1** The Seller undertakes to produce the Goods in accordance with the terms of: 40-50 calendar days (including weekends and holidays) from the date of payment by the Buyer 30% Deposit for the Goods, according to paragraph 8.1 and 8.3

**9.2** Loading of Goods is performed by forces of the Seller.

**9.3** The Seller undertakes to load the Goods within 1 day.

**9.4** The Seller undertakes to make delivery of the Goods in accordance with the above quality requirements (design, size, materials and quality, quality of execution).

**9.5** The Seller agrees to the inspection of manufactured goods authorized inspection service of the Alibaba and the authorized inspection service of the Buyer.

**10. RESPONSIBLE PARTIES:**

**10.1** if one of the set items is defective, defective recognized the whole set. The buyer has the right not to accept and not to pay for the whole set which has a defective item.

**10.2** In case of large defect (more than 5% of the total number of sets), discovered during verification, the Buyer has a right to reject the Goods and return the prepaid amount.

**10.3** In the case of a minor defect (less than 5% of the total number of sets) discovered during the inspection, the Seller will replace such quantity of Product new non-defective items. If the seller cannot do a replacement, the buyer makes payment of the second part, minus the defective sets.

**10.4.** Product warranty is 12 months. . In case of detection of hidden defects of products, with their further sale of Buyer, seller agrees to replace the goods free of charge, if you order the buyer the next installment.

**10.4.1** the Buyer shall record the defect in photos and provide them to the retailer for replacement

**10. 5** In the case of non-compliance with production deadlines according to paragraph 9.1 .The seller pays a penalty of 0,5% per every day of delay of the total amount of the Contract. In this case, the Buyer makes a second payment to the Seller minus the amount of the penalty.

**10. 6** In the case of exceeding the production time of goods by more than 7 calendar days, the Buyer has a right to reject the Goods and demand return of the paid Deposit

**10.7** In case of delay the time of loading of the Goods more than 3 (three) working days the Buyer has a right to reject the Goods and return the amount paid.

**10.8** In case the Product has a packaging that does not comply with the requirements of the Buyer under clause 4.1; 4.1.1; 4.2; 4.3 or packaging of the Goods are damaged, the Seller is obliged to make a replacement. If the Seller is unable to make a replacement, this kit is recognized as defective. The buyer has the right not to pay for it. The buyer makes the second part of the payment minus the defective sets.

**11 INFORMATION ABOUT SHIPPING, PACKAGING AND LABELLING**

**11.1** Type of the shipping box:: 5 layers corrugated carton with plastic straps.

**11.2** the Seller shall print the text "made in China" , codes shipping Amazon and stick them on both sides of the transport boxes which are packaged the products.

Size requirements: Labels supported measure 3-1/3" x 4".

**11.3** The transfer box should not have Chinese symbols.

**11.4** HS code: 39241000000

The number of items in accordance with paragraph 1.2;

Packing size: в соответствии с пунктом 4.1.1;

The number of transport boxes: \_\_\_\_\_ units;

The size of the shipping boxes: 52.5\*48.5\*37.5 cm

Total net weight: \_\_ kg

Total gross weight: \_\_ kg

The total volume of the goods: \_ m ³.

**11.5** the Buyer uses the freight forwarder to deliver Goods from the warehouse of the Seller in accordance with Incoterms EXW (Ex Works).

**11.6** the Seller shall provide to the forwarder of the Buyer a full package of documents for export of Goods in the United States, including the test certificate from FDA. In case of not providing of these documents, the Buyerhas a right to reject the Goods and return the amount paid.

**11.7** In case the Seller's failure to provide the freight forwarder with a complete and adequate validity (authenticity) of the package of documents (or in case the Seller provided an incomplete and/or inadequate validity of the package related to exported manufactured products), the Seller bears all financial responsibility and also compensates the Buyer all costs incurred to resolve the problems associated with the export documentation on the fault of the Seller, both from the moment of transfering the Goods to the freight forwarder and in the future.

 **12. DOCUMENTS AND CUSTOMS FORMALITIES**

**12.1** the Seller undertakes to provide documents in accordance with the agreed trade term of Incoterms and terms of the specific Contract.

**12.2** The Seller shall provide the buyer the commercial invoice.

**14**. **CONFIDENTIALITY**

**14.1**. The Parties undertake to keep confidential and do not disclose to third parties any information relating to the Contract and supplies of the Goods, as well as any other information they have received from each other or any of the Parties have received access to while making supplies under the Contract, unless the applicable law undertakes that confidential information to be disclosed at the request of authorised organisations or authorities.

**14.2**. Without the other Party's prior written authorisation, neither Party may make public any facts or issues it might become aware of or might receive access to while performing the Contract, or contact the press or any other mass media outlets with regard to such facts or issues.

**14.3**. The Parties undertake to inform their employees of their obligations to comply with conditions and restrictions set out in this article and to ensure that the employees meet such obligations.

**The Seller The Buyer**
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel: +8\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Website](http://www.topinsole.com):
Company bank account:

Beneficiary Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Beneficiary Account Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

BIC Code: \_\_\_\_\_\_\_\_\_\_\_

Bank Code: \_\_\_\_\_

Branch Code: \_\_\_\_
Zipcode:\_\_\_\_\_\_\_\_\_
Signer position:\_\_\_\_\_\_\_\_
Signer name: \_\_\_\_\_\_\_\_\_\_

Seller’s Signature \_\_\_\_\_\_\_\_\_\_\_ Buyer’s Signature \_\_\_\_\_\_\_\_\_\_\_