

BARGAIN AND SALE № _____

Moskow

" ____ " _____ 2011

"Ronix Systems" limited liability company, hereinafter referred to as the "Seller", represented by Shmakova Margarita Arkadievna General Director, acting on the basis of the Company Charter, and _____

hereinafter referred to as the "Buyer" have concluded this Contract as follows:

1. SUBJECT OF AN AGREEMENT

1.1. The Seller shall transfer, and the Buyer shall accept for consideration **The computer system for heart screening "CardioVisor"** (hereinafter - Goods) the following package:

	Name	Number of units
1.	Cardioamplifier	1
2.	Set of reusable ECG electrodes on limbs. (4 pc. packaged)	1
3.	Gel / spray	1
4.	"Fungal" fixator for cardioamplifier fastening	1
5.	CD-ROM with software consisting: automatic system of installation and access configuration to Cardiovisor-06c software on Ecg4me.com, cardioamplifier driver, operational documentation, methodical materials	1
6.	Manual, combined with the passport	1

1.2. Ownership of the Goods passes to the Buyer from the time of payment when receiving of the Goods from the Seller.

2. CONDITIONS OF SUPPLY

2.1. The buyer receives the goods directly at office of the Seller to the address: 105275, Moskow, Boris Zhigulenkov str., 27, off. 3

2.2. Shipment of the Goods by the Seller is produced only after the full payment of the Goods.

3. PRICE OF GOODS AND PAYMENT PROCEDURE

3.1. Cost of Goods is ...(cost depends on country) dollars. It is not subject to VAT, as the product of medical equipment.

3.2. The buyer pays the Goods before its obtaining.

3.3. Payment of third parties or third parties organisations are not allowed to this Agreement.

4. QUALITY OF GOODS

4.1. The Seller guarantees that quality of the Goods corresponds to characteristics set that set by the Contractor.

4.2. Goods acceptance on a complete set, an amount and quality is carried out by the Buyer at the moment of Goods obtaining.

4.3. In case of fundamental breach of demands to quality of the Goods (detection of unremovable disadvantages, disadvantages which cannot be eliminated without disproportionate expenditures or time expenses) Buyer has the right to demand Goods changeover, or cancel the Agreement.

4.4. The warranty on the goods is given by the Contactor and it is two years from the date of sale.

5. RESPONSIBILITIES OF THE PARTIES

5.1. Contracting parties bear before each other responsibility for non-fulfilment and-or improper fulfilment of the obligations according to the current legislation of the Russian Federation.

6. FINAL CONDITIONS

6.1. Unilateral refusal to perform obligations is not to this Agreement except as expressly permitted by this Agreement.

6.2. All changes, additions and annexes to this Agreement are valid and are its integral part.

6.3. This Agreement is made in two copies, one for each of the Parties that have the same legal force. This Agreement comes into force from the moment of its signing by the Sides and it is valid before the full performance by the Sides of the obligations taken up and calculations complete.

6.4. All disputes and disagreements are resolved by the Parties through negotiations in the spirit of goodwill and mutual understanding. If no agreement is reached, the disputes are resolved in court at the location of the Seller.

7. PARTIES' DETAILS AND SIGNATURES

BUYER: 	SELLER: "Ronix Systems" LLC Address: 105275, Moskow, Boris Zhigulenkov str., 27, off. 3 TIN/KPP: 7719762434/771901001 S/acc 40702810338290014740 in "SBERBANK-MOSCOW" (JSC) BIC: 044525225
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