

**CONTRACT №**  
**OF THE ONEROUS SERVICE PROVISION OF THE ADVERTISING PRODUCTION**  
**DISTRIBUTION**

city. \_\_\_\_\_

« \_\_\_\_\_ » \_\_\_\_\_

Company limited "Dimex", hereinafter referred to as the Executor, in the person of the General director \_\_\_\_\_, acting on the basis of the Regulation, on the one part, and, \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as the Customer, in the person of the General director \_\_\_\_\_, acting on the basis of the Regulation, on the other part, together referred to as the Parties, have concluded the following Contract as follows:

**1. THE SUBJECT OF THE CONTRACT**

1.1. According to the present contract the Customer entrusts, and the Executor, for compensation, assumes the obligation of the service provision of the Customer's advertising production distribution.

1.2. In the present contract the following terminology is used:

- «Direct mail to particular districts»- distribution of the Customer's advertising materials to the districts of Rostov city, without indicating the Receiver's enterprise and address.
- «Direct mail to particular address»- the Customer's advertising materials dispatch to the enterprises, to the addresses, indicated by the Customer and handing it to employee of the appropriate enterprise.
- «Processing» - forming of the data base (enterprises and their addresses) for the advertising materials distribution according to the Customer's assignment.
- «Delivery list» - the document, confirming the direct mail to particular address, where the employee of the enterprise, receiving the advertising materials, puts his signature.
- «Report»- the document, confirming the direct mail to particular districts or to particular address without the delivery list, formed by the Executor unilaterally.

1.3. « Direct mail to particular address », the dispatch with the forming of the "delivery list", "processing" of the advertising production is the additional service, paid for under increased tariff.

**2. THE ORDER OF THE SERVICE PROVISION**

2.1. The Executor accepts from the Customer the advertising materials according to the Acceptance certificate (the certificate form –is the Appendix № 1), where the quantity of the advertising materials (piece/weight) to be distributed is indicated.

2.2. Simultaneously with the handing of the advertising production the Customer gives the Executor:

\*The list of the districts (when dispatching to the districts);

\*The list of the enterprises and their addresses (when dispatching to the addresses);

\*The list of the enterprises and their addresses, the dispatch to which is executed with formation of the "delivery list";

\*The assignment, in a written form, for the "processing" of the advertising materials.

2.4. The Customer gives the advertising materials to the Executor already packed separately for each Receiver.

2.5. The Executor carries out dispatch within « \_\_\_\_\_ » -days term, from the moment of the reception of the advertising materials according to the certificate.

2.6. The service provision according to the present Contract is confirmed by the bilateral Acceptance certificate of the service provided (The certificate form- is the Appendix № 2)

2.7. The Executor twice a month: on the 15<sup>th</sup> and on the 30<sup>th</sup> forwards to the Customer the acceptance certificate with the appendix of the "report" and invoice for the sum of the service.

2.8. In the Acceptance certificate of the service provided the types of the service and their actual price, calculated according to the tariffs, indicated in the Appendix № 3, must be listed.

2.9. The Customer within 2 days form the moment of reception from the Executor the documents, indicated in the clause 2.8. of the present Contract, has to sign the Acceptance certificate of the provided service.

**3. LIABILIT OF THE PARTIES**

**3.1. The Executor is obliged:**

3.1.1. To accept the advertising materials from the Customer

3.1.2. To guarantee the safety of the advertising materials from the moment of receiving them from the Customer till the moment of delivery.

3.1.3. To carry out the dispatch of the advertising materials to the demanded address, in compliance with the terms of the present Contract.

**3.2. The Customer is obliged:**

3.2.1. To give the advertising materials to the Executor in the appropriate package.

- 3.2.2. To accept the service, provided by the Executor.  
3.2.3. To pay for the service, pointed by the Executor.

#### **4. THE PRICE OF THE CONTRACT AND THE ORDER OF THE CALCULATIONS**

- 4.1. The cost of the service, provided by the Executor, is stated in the Appendix № 3 of the present contract.  
4.2. The actual sum of the service provided is defined by the Parties when signing the Acceptance certificate of the service provided.  
4.3. The customer makes the payment of the service provided within \_\_\_\_\_ bank days from the moment of the invoicing.

#### **5. THE RESPONSIBILITY OF THE PARTIES.**

- 5.1. For the non-fulfillment improper fulfillment of their duties- the Parties bear responsibility in compliance with the current legislation of the Russian Federation.  
5.2. In case of the delayed or incomplete payment for the service provided –the Customer pays to the Executor the penalty fee at the rate of 0,5 % of the unpaid sum for each day of the delay.  
5.3. The complaints in connection with the improper fulfillment are filed by the Customer during 15(fifteen) days from the moment of accrual of the right to file a complaint. If the complaint was not filed during the stated time the Executor is considered to have fulfilled his duties of the present Contract in a full volume.  
5.4. Neither of the Parties of the present Contract doesn't bear responsibility before the other Party for the non-fulfillment of the duties, caused by the circumstances aroused against free will and desire of the Parties and which are impossible to foresee or avoid, including declared or actual war ,civil strives, epidemics, sieges , earthquake, floods, fires and other calamities. The document, issued by the corresponding competent authority, is the sufficient confirmation of the presence and duration of the insuperable force.  
5.5. The Party which does not fulfill its duty because of the insuperable force action must inform immediately the other Party about an obstacle and its influence upon the fulfillment of the duties according to the present Contract.

#### **6. THE ORDER OF DISPUTE SETTLING**

- 6.1. All the disputes and controversies, arising during the validity period of this document are settled by the Parties by negotiations.  
6.2. If the disputes and controversies were not settled by negotiations, the case is brought to the Arbitration tribunal of the Rostov region.

#### **7. THE OTHER CONDITIONS**

- 7.1. The validity of the Contract: from « \_\_\_\_\_ » \_\_\_\_\_ till « \_\_\_\_\_ » \_\_\_\_\_  
7.2. The Contract may be modified, cancelled, or nullified only on the basis of the current legislation.  
7.3. All the modifications, additions of the Contract are valid only if they are formed in a written form and signed by both Parties.  
7.4. Neither of the Parties has the right to transfer their rights and duties upon the Contract to the third party without written consent of the other Party.  
7.5. The Parties are considered obliged by the Contract, until all the duties, resulting from the Contract, are fulfilled regardless its validity period.  
7.6. In everything which is not stipulated by the conditions of the Contract, the Parties follow the current legislation.  
7.7. The present Contract is made in 2 copies, having the equal legal force, one copy for each Party.  
7.8. Business information or other commercial data, received during the process of the execution of the Contract is confidential and not subject to disclosure, both during the Contract validity period and during 2 (two) years after its cancellation.  
7.9. The appendixes 1,2,3 are an integral part of the present Contract.  
7.10. After the present Contract comes into effect all the previous agreements between the Parties loose their force.  
7.11. The Executor has the right to make modifications in the Tariffs (Appendix № 3) and has to notify the Customer about that ten days before the modifications come into effect. The notification is executed in the form of \_\_\_\_\_  
(telephone message, e-mail, facsimile message)

#### **8. LEGAL ADDRESSES, PARTIES' REQUISITES**

**EXECUTOR**  
**Co ltd «Dimex»**  
**General Director**

**CUSTOMER**