

Distributor Agreement

This agreement between «Center for modern products «Module» LLC, DBA as online web store SEABIKE, hereafter called «Company», and distributors placing merchandise orders through the said web store for its further marketing and resale, hereafter called «Distributors» , sets forth the terms and conditions of the above referenced transactions carried out through <https://www.seabike.com/> (hereafter called «Website»).

1. Subject of the Agreement

1.1. The Company shall supply merchandise to its Distributors, who, in turn, shall accept it and make payments for such merchandise according to the distributor price list available on the Website.

2. Goods Quality

2.1. The quality of the merchandise shall comply with the general standards for similar products as set forth by Russian Federation Legislation.

2.2. Shipping and retail packaging shall comply with the requirements for product packaging standards set forth by the Russian Federation Legislation.

2.3. Distributors shall address any and all claims and disputes regarding product quality to the Company within the warranty period. Company shall process all such within 7 business days from their receipt.

Distributors shall have the right to request a product credit or product replacement within reasonable time.

2.4. Return shipping and replacement of defective merchandise shall be done at Company's cost for all reasonable Distributor claims of product quality defects.

2.5. Merchandise replacement option can only be exercised upon availability of stock of similar merchandise. If the merchandise to replace the return with is out of stock, Company will issue a credit in the form of the original form of payment.

3. Obligations Under Agreement

3.1. Distributor shall

3.1.1. Market and distribute the entire Company product line with integrity without any jeopardy to the Company's reputation.

3.1.2. Provide timely acceptance of the goods.

3.1.3. Make payments for the goods in accordance with paragraph 4 of this agreement.

3.2. Company shall:

3.2.1. Ship the ordered merchandise ensuring its quality according to the terms and conditions of this agreement. The Company shall have the right to choose the delivery method upon its own discretion.

3.2.2. Provide Distributors with any and all necessary documentation in regards to the merchandise free of charge.

4. Payments

- 4.1. Merchandise prices are set in accordance to the current Company price list
- 4.2. All orders shall be placed upon Full In Advance payment terms. All payments shall be done via wire transfer to the Company's bank account referenced hereafter within 5 business days from the date the order was placed through the website.
- 4.3 Payment date shall be the date when the funds arrive to the company's bank account.

5. Delivery and Acceptance

- 5.1. Shipping basis for all orders is a filled-out online order form. All orders are considered accepted upon their placement through the online order form on the Company's website and their further prepayment.
- 5.2. All orders shall be processed and shipped within 5 days of receipt of funds into the Company's account.
- 5.3. Company shall have the right to choose any carrier to deliver the merchandise to the «Ship to» address provided by the Distributor. The Company shall cover all shipping charges.
- 5.4. Upon merchandise receipt, the Distributor personnel shall clearly mark their name and position, time of receipt, signature and Distributor seal or stamp on the delivery notice when signing for the shipment. They shall also attach a copy of their Power of Attorney in their name authorizing them to receive the merchandise.
- 5.5. Delivery and acceptance, as well as goods title transfer and risk of loss transfer date shall be the date when the merchandise is received and signed for by the Distributor (Distributor's authorized personnel).
- 5.6. Distributor shall notate any discrepancies of the packaging, quantities or items delivered at the time of delivery on the delivery note or bill of lading prior to signing for merchandise acceptance.
- 5.7. In cases of any discrepancies listed in paragraph 5.6 or goods delivered differing from those notated on the bill of lading, shipping damage to the goods or the packaging, Distributor shall notate all such cases in the carrier's bill of lading and /or other documents prior to signing for the merchandise (Distributor can also provide a letter stating the nature of the case with a copy of such letter to be kept by each party). Notations on the bill of lading shall form the basis of a claim to the Company.

6. Governing Law

- 6.1. This agreement shall be governed by the laws of the Russian Federation.
- 6.2. If case a Distributor violates any terms of this agreement, Company shall void this agreement and fulfillment of its obligations under this agreement upon its sole discretion. Such notification shall be sent to the Distributor via email. Company shall have the right to request all merchandise to be returned and the Distributor to be removed from the list of Distributors presented on the website.

7. Validity and Right of Assignment

7.1. This agreement shall be validated upon its execution by the parties. Execution is carried out by clicking «I read and understood terms and conditions of this agreement and agree with them» on the Company's website.

This Agreement remains active until one of the parties requests its cancellation via sending a written electronic request via email to the other party.

7.2. Terms and conditions of this agreement can only be modified upon mutual agreement of the parties in writing.

7.3. Distributor shall not have right of assignment without prior written agreement with the Company.

8. Dispute Resolution

All disputes between the parties shall be settled through mediation. If such becomes impossible, claims shall be filed with the Moscow Arbitrage Court in Moscow, Russia.

9. Other

9.1. For any arising matter not specified in this agreement, it shall be settled according the laws of the Russian Federation.

10. Company's Address and Bank References

ООО «Центр современных разработок «Модуль»

Юридический адрес: 127018, г. Москва, 3-й проезд Марьиной рощи, д. 40, стр. 1

ИНН 7715989353, КПП 771501001

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СЕВЕРНЫЙ БАНК СБЕРБАНКА РОССИИ ОАО Г. ЯРОСЛАВЛЬ

к/с 30101810500000000670

БИК 047888670

«Center for modern products «Module,» LLC

127018 Moscow, 3d pr-z Mariny Roschi, Dom 40, str.1

TIN 7715989353, KPP (Taxpayer Identification Code) 771501001

Checking account no. 40702810577030001873

Severny Bank Sberbanka Rossii, Yaroslavl

Correspondent account no. 30101810500000000670

BIC 047888670

