



## ШКОЛА ИНОСТРАННЫХ ЯЗЫКОВ

428000, г.Чебоксары, ул. Энгельса, д. 28, каб. 201  
тел.: (8352) 29-29-32, 29-29-42  
e-mail: [bilingua@list.ru](mailto:bilingua@list.ru)

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6.3. 10- 1/300 20 0,02%

6.4. 0,5% 15

3.7. The Customer may not refuse to accept the delivered Goods, if it complies with the Requirements specification.

3.8. The Supplier guarantees to the Customer, that measures of liability for damage at suit of the third parties regarding violation of patent rights, as well as right for the use of trade mark or industrial designs, concerned with the use of the Goods or any other its part in the Russian Federation, will not be applied to the Customer.

3.9. In case of claims to the Customer, made by the third parties, regarding the violation of the of patent rights, as well as right for the use of trade mark or industrial standards, the Supplier will be taken in the process as defendant, thus substituting the Customer as inappropriate party. All costs, incurred by the Customer, will be fully reimbursed by the Supplier.

**4. Acceptance as for the quantity and quality**

4.1. The Customer has the right to carry on technical control and/or individual test of the mounted Goods to conform its compliance with the Requirements specification without extra costs incurred.

4.2. If the Goods, subject to technical control or tests, do not correspond to the Requirements specification, the Customer can refuse it, and the Supplier should replace the damaged Goods or make necessary changes in accordance with the Requirements specification without any extra costs, incurred by the Customer.

4.3. The Customer has the right for the inspection, tests and in case of detection of significant defects for the rejection of the Goods after its delivery.

4.4. The Supplier is obliged at his own expense to repair defects, detected during the acceptance of the Goods, invisible defects, detected during the storage or use (within guarantee period) or replace it within 7 days after the receiving of the notification (reclamation) from the Customer about detected defects.

4.5. In case of incomplete delivery of the Goods the Supplier is obliged within 7 days to supply missing parts. If the Supplier does not supply the missing parts to the delivered Goods within the established time limit, the Customer has the right to reject it. If the Supplier is unable to supply the missing parts, he has the right to replace it within the same time at his expense.

**5. Term of the State Contract**

5.1. This State contract comes into force after signature and is valid till the full fulfillment by the parties of their obligations.

**6. Liabilities**

6.1. In case of failure to deliver or if there are missing parts the Supplier pays to the Customer a fine equal to 10% of the transferred advance payment.

6.2. If the delivered Goods do not comply with the requirements specification, standards, accepted in the Russian Federation, the Customer at his choice has the right to reject it and demand the spent money, or demand from the Supplier to repair defects, or replacement of the Goods. If the Supplier did not repair these defects within 7 days from the date of notification (reclamation) from the Customer about the detected defects or did not replace the Goods, the Supplier pays to the Customer a forfeit equal to 0,5% for each delayed day from the sum of paid money, and this does not make him free from the defects repair or replacements.

6.3. If the delivery was not effected within 10 days from the supposed date of delivery, the Customer has the right to reject of the delivery and demand from the Supplier return of money or claim for forfeit equal to 1/300 of the defaulted obligation value for each day of the delay. The Supplier is obliged within 20 days from the date of receiving the notification about the rejection of the delivery to return money to the settlement account of the Customer and pay a fine equal to 0,02% for each day of delay of the sum to be returned, for each day of payment delay.

6.4. In the event of the rejection by the Supplier of the Goods delivery after money transfer to his settlement account and before supposed delivery term, established in the State contract, he should return money to the Customer's account within 15 days from the date of rejection and pay to the Customer a fine equal to 0,5% of the sum to be returned for each day of the use of money.

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6.5. In case of delay of documents surrender and/or accessories according to the clause 1 of the present State contract for each missing document and/or accessory the Supplier pays to the Customer a fine equal to 0,05% for each day of delay of the Goods value.

6.6. Forfeit and/or fine payment does not make the Supplier free from the fulfillment of his obligations.

6.7. In the event of delay of the prepayment term by the Customer or the final payment for the Goods delivered, the Supplier, beginning from the day, following the termination date, established by the State contract, has the right to claim for the forfeit equal to 0,01% of existing at the moment of forfeit payment refinancing rate of the Central Bank of the Russian Federation of the unpaid Goods value for each day of delay.

6.8. The Customer is free from the forfeit payment, if he proves that delay of the fulfillment of the stated obligation was a result of force majeure or due to the fault of the other party.

6.9. Fine is charged only by the written requirement of the interested party. The Party, to which the demand on the forfeit payment (fines, fees) is made, should pay it. In the event of failure to claim for improper fulfillment of the conditions of the present State contract forfeit (fines, fees) sum amounts to 0 (null).

6.10. All arising claims on the State contract between Parties should be considered within 20 days from the date of claim. The claim and answer for them shall be sent by registered post with notification.

6.11. In the event of failure to reach mutually acceptable decisions between Parties, disputes should be settled in the arbitrary court of the Moscow region.

### 7. Guarantees

7.1. Guarantee for the Goods is established by the manufacturer according to the guarantee card.

7.2. The Supplier establishes guarantee for the Goods equal to 5 years from the delivery date.

7.3. The Supplier guarantees, that the Goods, delivered as per this State contract, within guarantee period from the moment of signing of the delivery and acceptance certificate will not have defects, related to the design, materials or operation or appearing as a result of the action or omission of the Supplier, in case of proper use of the Goods delivered in conditions, usual for the country of final destination.

7.4. Detected defects and faults of the Goods should be repaired by the Supplier in terms, established in the clause 4.4. In case of failure to repair defects or faults by the Supplier in time, the Customer has the right to engage third parties to repair defects or faults with reimbursement of the costs at the expense of the Supplier.

### 8. Force majeure

8.1. Parties are exempted from liability for partial or complete failure to fulfill their obligations under this State contract, if this was the result of force majeure circumstances, arose after the conclusion of this State contract as a result of emergency circulation, which the Parties cannot foresee or prevent.

8.2. In case of force majeure circumstances each party should immediately inform in writing the other party. Notification should contain data on the nature of circumstances, as well as official documents, proving these circumstances and if it is possible assessing their influence on the possibility of the fulfillment of their obligations under this State contract.

8.3. In the event of force majeure circumstances the term of execution of the obligations under this State contract should be extended for the period these circumstances and their consequences are in force.

8.4. If force majeure circumstances and their consequences last for more than two months, the Parties conduct negotiations for the detection of reasonable alternative way of the execution of this State contract.

### 9. Other conditions

9.1. The State contract is concluded only after the participants of the auction provide irrevocable