STANDARD B2B AGREEMENT

Framework Supply Agreement

Agreement No. [____/____] Date: [day month year]

Template notice. This standard form is provided for discussion. Buyer details, commercial terms and delivery terms must be completed in the execution copy. The signed agreement and applicable Order documents prevail.

1. PARTIES

1.1. **Seller:** Dorvelly Trading Limited, a company incorporated under the laws of Hong Kong, Company No. 80168840, registered address: Unit 2904-05, 29/F, Universal Trade Centre, 3 Arbuthnot Road, Central, Hong Kong SAR, represented by Director Igor Tsymbal (the **Seller**).

1.2. **Buyer:** [full legal name], incorporated under the laws of [jurisdiction], registration No. [number], VAT/tax No. [number], registered address [address], represented by [name and title] (the **Buyer**).

1.3. The Seller and the Buyer are together referred to as the **Parties** and individually as a **Party**.

2. SUBJECT AND ORDER DOCUMENTS

2.1. The Seller agrees to source and supply furniture, lighting, accessories and related goods of European origin, and the Buyer agrees to accept and pay for those goods in accordance with this Agreement.

2.2. This Agreement is a framework agreement. Each transaction is formed by the relevant quotation, Proforma Invoice, Order Confirmation and/or Commercial Invoice accepted by the Buyer (an **Order**).

2.3. Product references, quantities, finishes, prices, payment stages, estimated lead times and delivery terms are stated in the applicable Order documents. A Proforma Invoice may contain abbreviated product information; the final Commercial Invoice and packing documentation may provide fuller details.

2.4. If an Order document expressly differs from this Agreement, that Order document prevails only for that Order.

3. BUSINESS MODEL

3.1. The Seller is an independent trading company and is not the manufacturer of the goods.

3.2. The Seller may purchase goods from and arrange production through third-party manufacturers and may use third-party logistics, storage and handling providers.

3.3. Orders are normally placed with manufacturers after receipt of the payment or prepayment stated in the applicable invoice.

3.4. Manufacturer catalogues, websites, samples and images are illustrative. Natural materials, handmade finishes and production batches may show reasonable variations in colour, grain, texture and dimensions.

4. PRICE AND PAYMENT

4.1. Prices and currency are specified in the applicable invoice. Unless stated otherwise, prices exclude import duties, local taxes, customs clearance, onward delivery, installation and other costs at destination.

4.2. Payment shall be made by bank transfer to the account stated in the Seller's invoice, without deduction or set-off, in accordance with the payment schedule shown in that invoice.

4.3. The Seller is not required to place or release an Order until the relevant payment has been received in cleared funds.

4.4. Bank charges of the Buyer's bank and intermediary banks are borne by the Buyer.

5. PRODUCTION, CHANGES AND CANCELLATION

5.1. Production and availability dates are estimates and depend on the manufacturer, materials and logistics. Unless otherwise confirmed in writing, production may take up to 90 days after receipt of the required payment and final specifications.

5.2. The Buyer shall promptly approve specifications, drawings, finishes and samples where requested. Delay in approval may extend the estimated timetable.

5.3. Once an Order has been placed with a manufacturer, changes or cancellation require the Seller's written consent and may be subject to manufacturer charges or loss of amounts already paid.

5.4. Partial availability and partial shipment are permitted unless the applicable Order expressly states otherwise.

6. DELIVERY, RISK AND TITLE

6.1. The applicable delivery term and named place shall be stated in the relevant Order or Commercial Invoice and interpreted under Incoterms 2020.

6.2. Unless otherwise stated, delivery is EXW at the designated consolidation warehouse in Italy. The exact collection address will be stated in the collection notice, invoice or shipping instructions.

6.3. Where EXW applies, the Seller's delivery obligation is fulfilled when the goods are placed at the Buyer's disposal at the named place. The Buyer arranges collection and bears the costs and risks allocated to it under the applicable Incoterms rule.

6.4. Risk passes in accordance with the agreed delivery term. Legal title remains with the Seller until full payment of all sums due for the relevant Order, to the extent permitted by applicable law.

6.5. If the Buyer does not collect goods when notified, storage and handling charges may apply and the estimated delivery timetable may change.

7. INSPECTION, CLAIMS AND WARRANTY

7.1. The Buyer shall inspect the number and apparent condition of packages at collection or delivery and record visible loss or damage on the transport document before signing it.

7.2. Claims for visible shortage or transport damage must be notified to the Seller in writing, with photographs and supporting documents, within 3 business days. Claims for non-apparent defects must be notified promptly after discovery and within any applicable manufacturer warranty period.

7.3. Where applicable, the Seller will pass through the benefit of the manufacturer's warranty to the Buyer. Remedies may include repair, replacement parts, replacement or credit, subject to manufacturer approval and applicable law.

7.4. The Buyer shall not return goods without the Seller's prior written authorisation.

8. COMPLIANCE

8.1. Each Party shall comply with laws applicable to its performance, including applicable sanctions, export controls, anti-bribery and anti-money-laundering requirements.

8.2. The Buyer shall provide reasonable business identification, payment-source, end-use, customs and shipping information requested by the Seller or its financial and logistics providers.

8.3. The Seller may suspend performance where reasonably required for compliance checks or where performance may expose it to legal or regulatory risk.

9. LIABILITY

9.1. The Seller is not liable for delays or failures caused by manufacturers, carriers, customs authorities or other third parties beyond the Seller's reasonable control, but will use commercially reasonable efforts to coordinate resolution.

9.2. Neither Party is liable for indirect, consequential or special loss, including loss of profit, revenue, business opportunity or goodwill, except where such exclusion is prohibited by law.

9.3. To the extent permitted by law, the Seller's aggregate liability arising from an Order shall not exceed the amount actually paid by the Buyer to the Seller for the affected goods under that Order.

9.4. Nothing in this Agreement excludes liability that cannot lawfully be excluded.

10. FORCE MAJEURE

10.1. A Party is not liable for failure or delay caused by events beyond its reasonable control, including war, sanctions, government action, epidemic, natural disaster, industrial action, material shortage, factory interruption, transport disruption or failure of utilities.

10.2. The affected Party shall notify the other Party and performance shall be suspended for the duration of the event. The Parties shall discuss reasonable alternatives where practical.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of Hong Kong.

11.2. The Parties shall first attempt in good faith to resolve any dispute by negotiation.

11.3. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including its existence, validity, interpretation, performance, breach or termination, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

11.4. The seat of arbitration shall be Hong Kong. The tribunal shall consist of one arbitrator. The arbitration language shall be English. The arbitration agreement in this clause is governed by Hong Kong law. The award shall be final and binding.

12. TERM AND TERMINATION

12.1. This Agreement starts on the date of signature and continues for 3 years. It automatically renews for successive 3-year periods unless either Party gives at least 30 days' written notice before the end of the current term.

12.2. Either Party may terminate this Agreement for material breach not remedied within 15 days after written notice, or immediately if the other Party becomes insolvent or performance would be unlawful.

12.3. Termination does not cancel an accepted Order or affect accrued payment obligations unless the Parties agree otherwise in writing.

13. FINAL PROVISIONS

13.1. Notices may be sent by email to the addresses stated in this Agreement or in the latest Order documents.

13.2. Neither Party may assign this Agreement without the other Party's written consent, except that the Seller may assign it to an affiliated Dorvelly entity upon notice.

13.3. If any provision is invalid or unenforceable, the remaining provisions remain effective.

13.4. This Agreement, together with the applicable Order documents, contains the entire agreement for its subject matter. Amendments must be in writing and agreed by both Parties.

13.5. This Agreement may be signed in counterparts and by electronic signature. The English version prevails.

SIGNATURES

SELLER Dorvelly Trading Limited	**BUYER** [Full legal name]
Name: Igor Tsymbal Title: Director Signature: _____ Date: _____	Name: _____ Title: _____ Signature: _____ Date: _____