

RUSSIAN INTERNATIONAL SCHOOL AGREEMENT

This Agreement (hereinafter referred to as the "Agreement") is entered into on 17th day of May, 2024 by & between:

"Russian International School" which expression shall unless repugnant to the context and meaning thereof mean and include its successors and assigns of the One Part.

AND

Groots Uniforms Trading LLC, a limited liability company and having its registered office at 311, Al Mozna Building, Al Qusais, Dubai. (Here in after referred to as "Service Provider") which expression shall unless repugnant to the context and meaning thereof mean and include its successors and permitted assigns of the Other Part.

WHEREAS:

- Russian International School is engaged in the providing school education up to grade 11.
- The Service Provider has represented to Russian International School, that they have the requisite skills, experience and resources, including sufficient infrastructure facility for providing comprehensive services for supply of uniforms.
- Russian International School, relying on the service provider's representations, has agreed to avail the services of providing uniform upon the terms and conditions contained hereinafter on an exclusive basis.

NOW THIS AGREEMENT WITNESS THAT THE PARTIES HEREBY AGREE AS FOLLOWS: -

SCOPE OF SERVICE

- The Russian International School hereby appoint the service provider on an exclusive basis and the service provider hereby agree to supply the uniforms to school as per the terms detailed in **Annexure - I** hereto (hereinafter referred to as "Services").
- The Service Provider hereby covenants to perform the services with the highest degree of commitment and to the total satisfaction of Russian International School. The Service Provider further agrees to maintain



such performance guarantees, including service levels, response time, etc. as may be prescribed by, from time to time, in relation to the Services or any part thereof.

TERM AND TERMINATION

- This Agreement shall commence from 1st day of June, 2024 (the "Effective Date") and then remain in force until 1st day of June, 2025 unless it is extended in writing by the Parties on the same terms. Uniforms shall be delivered on or before 15th Aug 2024

COMPLIANCE WITH LAWS

- The Service Provider hereby covenants that they follow all legal compliances of the State.

INDEMNITY

- The Service Provider hereby agrees that it shall be responsible for all acts and omissions of its officers, employees, agents, representatives and servants during the performance of services under or at Russian International School.

GENERAL

- The parties hereto acknowledge, agree and declare that the Service Provider and Russian International School are independent contracting entities which have entered into a confidential contractual relationship through this Agreement. The parties acknowledge that this Agreement does not constitute either a partnership or a joint venture or a master and servant relationship or a principal and agent relationship between the parties hereto
- The other party to ensure school uniform compliance with Dubai Municipality textiles and materials safety requirements via providing valid laboratory tests before contracting with uniform supplier
- Any notice to be given by either party here under shall be addressed to the other at the last known business address and delivered by hand and acknowledgment obtained or dispatched by Registered Post with A.D, at least 120 days in advance. IN WITNESS WHEREOF the parties hereto have duly caused these present to be executed on the day, month and year first above written.



SIGNED AND DELIVERED by the

Within named, Russian International School [Party One]

Through its Principal

Mr. / Ms. M. Kholikova

Date & Place: 14.05.24, Dubai

In the presence of: _____



SIGNED AND DELIVERED by the

Within named, Groots Uniforms Trading LLC [Party Two]

Through its Managing Director

Date & Place: 17-May-24

In the presence of: _____



Annexure - I

TERMS AND CONDITIONS FOR SUPPLY OF UNIFORM

- Name of the School: **Russian International School.**
- The Service provider is responsible for ensuring child friendly and quality uniform to the students as per the new specs and quality approved by Russian International School.
- The Price list is mutually agreed for a period of one year without any additional hike in the rates.
- All the products supplied by the service provider will have a warranty of 6 months on normal usage and washing done as per the instruction provided in the garments.
- All complaints, suggestions put up by the users should preferably be obtained in writing and matter must be placed for discussion to Service provider i.e. a Single point contact to handle queries from direct customers



- Made to measure sizes for special cases shall be provided by service provider. The customized sizes shall come with 20% extra cost to the base price. Measurement provision would be made available at the school premises on a designated day as per mutual agreement
- Alteration in standard sizes shall be taken care by parents on their own
- Service Providers shall raise bills/invoice to Russian International School and collect payments from Russian International School, in respect of the uniforms manufactured.
- Russian International School will make 40% advance payment with LPO and remaining 60% amount on the receipt of stocks
- The school will approve the sizes required for the children and Groots will deliver accordingly
- The Service provider can deliver the quantity $\pm 5\%$ per size of the quantity specified in the purchase order issued to the service provider by Russian International School
- Delivery timelines 30-45 days plus in a standard process post receiving the size wise LPO and advance amount from Russian International School
- Reorder if any shall be catered to within 15 working days during the academic year

Authorized Signatory (School
Provider)



Authorized Signatory (Service

