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CONTRACT

(LJRE-90-2757)

between

UNIVERSIDAD DE LA REPUBLICA

and

SUMITOMO CORPORATION

for

The supply of

Instrumentos Musicales y Equipos de Video

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(Part - 1)

CONTRACT

BETWEEN

UNIVERSIDAD DE LA REPUBLICA

AND

SUMITOMO CORPORATION

FOR

the supply of

Instrumentos Musicales y Equipos de Video

This contract is made on the 7th May, 1991 ----- by and between the UNIVERSIDAD DE LA REPUBLICA (hereinafter referred to as "The Purchaser") and SUMITOMO CORPORATION a corporation organized and existing under the laws of Japan having its main office located at 2-2, Hitotsubashi 1-chome, Chiyoda-ku, Tokyo, Japan (hereinafter referred to as "The Supplier").

Whereas, the Government of Republica Oriental del Uruguay and the Government of Japan have exchanged notes on 26th of December, 1990 concerning the Japanese grant aid for the supply of Instrumentos Musicales y Equipos de Video for Universidad de la Republica (hereinafter referred to as "The Equipment"):

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Whereas, the Purchaser intends to procure such equipment as stated in the attached "Details of Equipment, Quantity and Price" hereto for the sum of Japanese Yen 26,000,000.00 (Twenty six million Japanese Yen) on CIF Montevideo port basis, thereof, the Purchaser and the Supplier in consideration of mutual covenants contained hereby agree as follows:

I) The Supplier Agrees:

- (A) To supply all the Equipment which shall be products of Japan on CIF Montevideo port basis in accordance with the terms, conditions, and requirements of the documents set forth below, which are included in, attached to, and form part of this contract, and which shall be signed in duplicate for identification by both parties.

Contract documents entitled "Contract between UNIVERSIDAD DE LA REPUBLICA and SUMITOMO CORPORATION for the supply of "Instrumentos Musicales y Equipos de Video for the UNIVERSIDAD DE LA REPUBLICA shall consist of;

Part 1. Agreement

Part 2. General Conditions

Part 3. Details of Equipment, Quantity and Price

- (B) To make shipment of all items specified in Part 3 "Details of Equipment, Quantity and Price, attached hereto on or before February 10, 1992.

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II) The Purchaser Agrees:

To make to the Supplier, the payments as set forth in Clause 11
"Terms of Payment" of Part 2 "General Conditions".

III) It is Mutually Agreed:

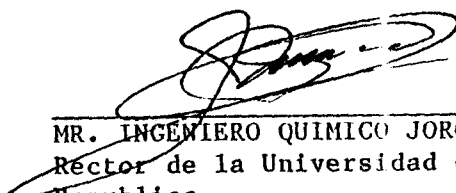
That this Contract and any supplement thereto or amendment
thereof shall become effective upon and subject to the
verification of the Government of Japan.

Such Supplement to this contract or amendment thereto shall be
made from time to time in writing signed by both parties hereto.

In witness whereof, the parties hereto have duly caused this
contract to be executed as of the date and year first above
written.

(PURCHASER)

UNIVERSIDAD DE LA REPUBLICA


MR. INGENIERO QUIMICO JORGE BROVETTO
Rector de la Universidad de la
Republica

(SUPPLIER)

SUMITOMO CORPORATION


T. OHTANI, MANAGER
General Project Section No.2

GENERAL CONDITIONS

1. MEANING OF TERMS

The following words wheresoever used in the Contract shall have the meanings hereby assigned to them except where the context otherwise requires.

"The Purchaser" shall mean UNIVERSIDAD DE LA REPUBLICA includes the Purchaser's personal representatives or successors.

"The Supplier" shall mean SUMITOMO CORPORATION and its authorized representatives, successors and assigns.

"The Equipment" shall mean Instrumentos Musicales y Equipos de Video for the Universidad de la Republica and things of all kinds specified in Part-3 "Details of Equipment, Quantity and Price".

"Month" shall mean calendar month.

"Writing" shall include any manuscript, typewritten or printed statement.

2. LANGUAGE AND MEASUREMENT SYSTEM

All communications between the Purchaser and the Supplier shall be done in English. All reports, drawings and technical documents shall be prepared in English and the system of weights and measures to be employed shall be metric.



3. CORRESPONDENCE

Unless otherwise required under the terms of the Contract, all correspondence on matters arising out of the Contract shall be addressed by the Party to the other Party at the address as follows:

To the Supplier: SUMITOMO CORPORATION
2-2, Hitotsubashi 1-chome,
Chiyoda-ku, Tokyo, Japan

To the Purchaser: UNIVERSIDAD DE LA REPUBLICA
PAYSANDU 843
MONTEVIDEO
REPUBLICA ORIENTAL DEL URUGUAY

4. INSPECTION

Qualitative and quantitative inspection shall be performed by manufacturer at his factory at no additional charges, prior to shipment and the Supplier's certificate of inspection shall be enclosed with shipping documents.

5. PACKING

The Equipment to be shipped shall be packed in accordance with the Japanese standard of export packing.

Specifically the Supplier shall apply adequate packing to the Equipment in special consideration for particular nature and characteristics of the items.

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6. INSURANCE

The Supplier shall insure the Equipment with the first class Japanese insurance company for one hundred and ten (110) percent of CIF Montevideo port value of each shipment covering all risks from loading port in Japan up to unloading port in Republica Oriental del Uruguay, while inland transport and insurance to cover up to the place of the premises of the Purchaser shall be arranged and provided by the Purchaser.

7. SHIPMENT

Shipment of the Equipment shall be made on or before February 10, 1992. Date of Bill of Lading shall be accepted as a conclusive evidence for the date of shipment.

Partial shipment shall be permitted with the prior consent of the Purchaser.

Unless otherwise expressly specified in this Contract the Supplier and the Purchaser shall be bound by the provisions set forth in "CIF terms" of INCOTERMS 1953 as amended.

8. SHIPPING ADVICE

The Supplier shall, without any undue delay, advise the Purchaser by cable or writing the particulars of shipment in respect to the name of the Equipment, Quantity, Invoice Amount, the Name of Vessel, Port of Loading, Estimated Time of Arrival at Montevideo port etc. Upon shipment of the Equipment, non-negotiable copies of the following shipping documents shall be submitted to the Purchaser in five (5) copies.

- (A) Bill of Lading
- (B) Invoice
- (C) Packing List
- (D) Insurance Policy

9. WARRANTY

The Supplier warrants to the Purchaser of the Equipment that the Equipment shall, while under normal use, be free from defects in quality for a period of one year after the arrival of the Equipment at the premises of the Purchaser, and that all the Equipment to be supplied under this Contract shall be brand new and fit for the purpose for which it was imported by the Purchaser.

10. CLAIMS

Any claim by the Purchaser regarding the Equipment shipped shall be notified by the Purchaser to the Supplier within 60 days after the arrival of the Equipment at the premises of the Purchaser. No claim notified after the end of the above period shall be accepted by the Supplier.

11. TERMS OF PAYMENT

- a) The Purchaser shall pay to the Supplier the sum of Japanese Yen 26,000,000.00 (Twenty Six million Japanese Yen).
- b) Payment shall be made by the bank designated by the Purchaser in Japanese Yen under an Authorization to Pay (A/P) issued by the Republica Oriental del Uruguay or its designated authority against submission of documents as stipulated

(Handwritten marks)

thereto and the A/P shall be issued without undue delay upon the Purchaser's receipt of advice of Verification of Contract by the Government of Japan.

c) Payment against shipment:

- 1) The contract amount shall be paid at each time of shipment against presentation of complete sets of original shipping documents as stipulated below.
- 2) Payment will be made in compliance with the Exchange of Notes dated 26th of December, 1990 between the Republica Oriental del Uruguay and the Government of Japan.

d) Documents for Reimbursements:

- 1) Invoice Triplicate
- 2) Packing List Triplicate
- 3) Bill of Lading Full set of clean bill of lading
- 4) Insurance Policy One set

12. ARBITRATION

Both parties hereto shall do their best to settle as amicably as possible all disputes which may arise from or in relation to this Contract. In case when such settlement has failed, such dispute shall be submitted to and settled by arbitration of Japan Commercial Arbitration Association to be held in Tokyo, Japan, under the rules of such association. For this purpose the Purchaser resigns herein to raise the privilege of Diplomatic

Immunity. The Arbitration award thus rendered shall be final and binding upon the parties hereto.

13. FORCE MAJEURE

In case of the Force Majeure, the Supplier shall not be responsible for the delay or non-performance of its obligation and may terminate the Contract with a written notice to the Purchaser after consultation with the Government of Japan.

The terms "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other acts of public enemy, wars, blockades, insurrections, riots, storms, epidemics, landslides, earthquakes, governmental restriction or order or any other events which shall be out of control of the parties hereto.

14. ASSIGNMENT AND SUBLETTING OF THE CONTRACT

Unless otherwise specified in this Contract, the Supplier shall not assign or sublet the Contract or any part thereof without the prior written approval of the Purchaser.

15. ADDRESS

Address in all shipping documents and in all shipping packages must be clearly written and marked by the following wordings:

UNIVERSIDAD DE LA REPUBLICA

PAYSANDU 843. MONTEVIDEO

REPUBLICA ORIENTAL DEL URUGUAY

(Part - 3)

DETAILS OF EQUIPMENT, QUANTITY AND PRICE

See 70

<u>Item</u>	<u>Model</u>	<u>Description</u>	<u>Q'ty</u>	<u>Unit Price</u>	<u>Amount</u>
I.1					
1	C7F*	Grand Piano	1	¥1,804,000	¥1,804,000
2	C3F	Grand Piano	2	1,153,100	2,306,200
3	UIE	Upright Piano	3	467,200	1,401,600
4.1	COVER	for C7F	1	11,800	11,800
4.2	COVER	for C3E	2	10,700	21,400
4.3	COVER	for UIE	3	9,400	28,200
<u>SUB TOTAL :</u>					<u>¥5,573,200</u>

I.2					
5	YHR664	French Horn	2	¥283,100	¥566,200
6.1	YTR6445HS	Trumpet	1	166,200	166,200
6.2	NO.101	Mute (Straight)	1	3,400	3,400
7	YSL682G	Tenor Trombone	1	220,700	220,700
8	YBL612R	Bass Trombone	1	224,000	224,000
9	YBB641	Bb Tuba	1	743,900	743,900
10	YPC62	Piccolo	1	119,200	119,200
11	YFL581	Flute C	1	294,400	294,400
12	YOB811	Oboe	1	718,700	718,700
13	101FA	English Horn	1	1,201,600	1,201,600
14	YFG811	Fagot	1	1,578,600	1,578,600
15	YCLCX	Clarinet	2	177,600	355,200
16	YCL621	Bass Clarinet	1	562,600	562,600
17	YAS62	Alto Saxophone	1	237,000	237,000
18	YTS62	Tenor Saxophone	1	276,400	276,400
19	YSS62	Soprano Saxophone	1	304,400	304,400
20	YBS62	Bartitone Saxophone	1	578,300	578,300
21.1	REED	for Oboe	10	3,000	30,000
21.2	REED	for Englosh Horn	10	3,000	30,000
21.3	REED	for Fagot	10	3,000	30,000
21.4	REED	for Clarinet	10	1,900	19,000
22		Wind instruments accessories			
<u>SUB TOTAL :</u>					<u>¥8,259,800</u>

I.3					
23.1	GONG	16 INCH	1	¥26,400	¥26,400
23.2	STAND		1	19,200	19,200
24.1	GONG	20 INCH	1	57,600	57,600
24.2	STAND		1	30,000	30,000
25		Tam-Tam 32"			
26.1	YM4600	Marimba	1	989,300	989,300
26.2	NO.4030	Mallet	1	4,600	4,600
27.1	TP6023	Timpani 23"	1	356,000	356,000

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<u>Item</u>	<u>Model</u>	<u>Description</u>	<u>Q'ty</u>	<u>Unit Price</u>	<u>Amount</u>
27.2	TP6026	Timpani 26"	1	¥399,800	¥399,800
27.3	TP6029	Timpani 29"	1	422,300	422,300
27.4	TP6032	Timpani 32"	1	487,900	487,900
27.5	NO.150	Mallet	1	4,100	4,100
28.1	YV3300	Vibraphone	1	847,600	847,600
28.2	NO.5020	Mallet	1	4,300	4,300
29.1	YG1000S	Glockenspiel	1	111,100	111,100
30.1	SD075	Snare Drum	1	32,300	32,300
30.2	SD016	Snare Drum	1	40,600	40,600
30.3	SD098	Snare Drum	1	36,500	36,500
30.4	SS810	Snare Stand	3	9,600	28,800
30.5	ST500	Stick	3	600	1,800
31.1	CYMBAL	18 INCH	2	40,600	81,200
31.2	WOOL PAD (Set)		1	6,400	6,400
31.3	LEATHER STRAP (Set)		1	3,500	3,500
29.2	YGS80	STAND	1	15,800	15,800
32.1	YX360	Xylophone	1	705,600	705,600
32.2	NO.1030	Mallet	1	3,000	3,000
33.1	ET906RC	Eight Tom 6"	1	16,000	16,000
33.2	ET908RC	Eight Tom 8"	1	17,000	17,000
33.3	ET910RC	Eight Tom 10"	1	17,800	17,800
33.4	ET912RC	Eight Tom 12"	1	19,200	19,200
33.5	ET913RC	Eight Tom 13"	1	20,000	20,000
33.6	ET914RC	Eight Tom 14"	1	22,200	22,200
33.7	ET915RC	Eight Tom 15"	1	24,000	24,000
33.8	ET916RC	Eight Tom 16"	1	26,800	26,800
33.9	WS920	Tom Stand	4	18,000	72,000
34.1	CB532A	Concer Bass Drum	1	87,600	87,600
34.2	BS610	Stand	1	61,900	61,900
34.3	C50M	Mallet	1	3,500	3,500

SUB TOTAL :

¥5,103,700

I.4

35.1	NO.92	Bass	1	¥266,800	¥266,800
35.2	BAG		1	15,100	15,100
	NO.333	Bow	1	38,400	38,400
35.3	STRING SET (Standard)		3	9,400	28,200
35.4	NO.3301	Bridge	3	5,200	15,600
35.5	NO.3501	Tail Piece (Hard Wood)	2	7,800	15,600
35.6	NO.3600	Tail Piece Rope	2	700	1,400
	NO.3700	End Pin	2	4,700	9,400
36.1	NO.74	Cello	2	234,700	469,400
36.2	NO.220	Bow	2	29,900	59,800
36.3	CF11	Bag	2	26,800	53,600
36.4	NO.2340	Bridge	2	4,100	8,200
36.5	NO.2540	Tail Piece w/Rope	2	5,900	11,800
	NO.2740	End Pin	2	8,300	16,600
	STRING SET (Standard)		4	7,100	28,400
37.1	NO.3	Viola	3	117,400	352,200

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<u>Item</u>	<u>Model</u>	<u>Description</u>	<u>Q'ty</u>	<u>Unit Price</u>	<u>Amount</u>
37.2	NO.118	Bow	3	¥23,500	¥70,500
37.3	NO.4	Case	3	11,600	34,800
37.4	NO.1320	Bridge	3	1,400	4,200
37.5	NO.1520	Tail Piece (Ebony)	3	2,200	6,600
	NO.1600	Tail Piece Rope	3	500	1,500
37.6	-	End Pin (Ebony)	3	400	1,200
	NO.1840	Chin Rest (Ebony)	4	5,200	20,800
	NO.1120	Peg	16	1,000/pc.	16,000
	STRING SET (Spirocore)		6	9,500	57,000
38.1	NO.330	Violin	2	59,800	119,600
38.2	NO.30	Bow	8	12,800	102,400
38.3	VC160	Case	6	19,200	115,200
38.4	NO.0531	Tail Piece	6	1,600	9,600
	NO.0631	Tail Piece Rope	6	500	3,000
	NO.0721	End Pin	6	100	600
38.5	NO.0131	Peg	24	800/pc.	19,200
38.6	NO.0801	Chinrest	8	1,700	13,600
38.7	NO.0321	Bridge	10	800	8,000

SUB TOTAL : ¥1,994,300

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42	BD51	Music Stand	1	¥69,000	¥69,000
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SUB TOTAL : ¥69,000

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<u>Item</u>	<u>Model</u>	<u>Description</u>	<u>Q'ty</u>	<u>Unit Price</u>	<u>Amount</u>
II.1					
1:1	BR-6400TR	VHS triple-system video cassette recorder	2	575,000	1,150,000
1.2	PGD-00254U	AS power cord for above	2	3,800	7,600
2.	TM-20PSN	Triple-system 20" color video monitor	2	210,400	420,800
3.	KY-17EL13	PAL color video camera package including 13X zoom lens, 1.5" viewfinder, tripod base, carrying handle & carrying case.	1	1,476,500	1,476,500
4.	VF-P400E	4" studio viewfinder	1	157,500	157,500
5.	HZ-FM13U	Focus manual unit	1	84,400	84,400
6.	HZ-ZS13U	Zoom servo unit	1	95,000	95,000
7.	TP-P300U	Tripod	1	162,500	162,500
8.	TP-P205U	Dolly	1	38,100	38,100
9.	KA-300U	Headset	1	31,300	31,300
10.	AA-P250E	AC power adaptor/battery charger	1	88,000	88,000
11.	DC-C11U	Battery pack	5	25,000	125,000
12.	M-K50U/ KA-M50U	Microphone/Handgrip	1	108,800	108,800
13.	CN-5002E	Mic. extension cable	1	8,100	8,100
14.	VC-P462U	VHS VTR cable, 2m.	1	21,300	21,300
15.	RM-P200E	Camera remote control unit	1	175,400	175,400
16.	VC-P112U	Camera cable, 20m.	1	87,500	87,500
17.	-	Connecting cables & connectors	1 lot	62,500	62,500
18.	MD-702E	Microphone	4	6,000	24,000
19.	STD-280E	Mic. stand	4	2,500	10,000
20.	PTA-60E	Amplifier	1		10,000
21.	SBW-110E	Wall speaker	5	3,500	17,500
22.	WT-51XE	Wireless tuner	1	9,000	9,000
23.	WM-78E-1	Wireless mic.	1	7,000	7,000
24.	WM-80E-1	Wireless mic.	1	6,000	6,000
25.	TD-W253TN	Cassette deck	1	12,500	12,500
26.	T-60XR	VHT tape, 60min.	20	250	5,000
II.2					
18.	NIKON F3	Still camera f: 50mm. F: 1.4 with lens & accessories	2	271,200	542,400
19.	KS-15	Tripod-type, projection screen for slide projector	1	56,300	56,300
				<u>SUB TOTAL :</u>	<u>¥5,000,000</u>

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