**Oldi - sotdi shartnomasi № \_\_\_\_\_**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ “\_\_\_\_ ”\_\_\_\_\_\_\_\_\_\_\_ 2022 yil.**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (keyingi o’rinlarda-“Sotuvchi”) Nizomi asosida ish olib boruvchi nomidan raxbari\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ orqali bir tomondan va \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (keyingi o’rinlarda “Xaridor”) Nizomi asosida ish olib boruvchi nomidan raxbari\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ orqali ikkinchi tomondan ushbu shartnomani quyidagilar xaqida tuzdilar:

**1. Shartnoma predmeti**

 1.1 “Sotuvchi” o’ziga tegishli maxsulotni kelishilgan baxoda“Xaridor”ning maxsuloti qilib beradi, “Xaridor” esa maxsulotning xaqi to’langandan keyin olish xuquqiga ega bo’ladi.

 1.2.Maxsulotlar to’g’risida ma’lumot:

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| T/R | Maxsulot nomi | O’lchov birligi | Buyi | Soni | Qiymati | Summasi |
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**2. Shartnoma narxi (qiymati)**

 2.1.Shartnomaning umumiy baxosi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )so’mni tashkil qiladi.

**3.To’lov shartlari**

 3.1. Ushbu shartnoma bo’yicha to’lov pul o’tqazish yo’li bilan amalga oshiriladi.

**4. Majburiyatlarning bajarilishi muddati:**

4.1. “Sotib oluvchi” tomonidan olinayotgan xar bir maxsulot uchun oldindan 30 % to’lovni amalga oshiradi. Qolgan 70 %i maxsulotni olgandan boshlab \_\_\_\_\_\_\_\_kun ichida to’lash majburiyatini uz zimasiga oladi.

4.2. Mazkur shartnoma taraflar tomonidan imzolangan kundan boshlab kuchga kirada va 31 dekabr 2022 yilgacha amal qiladi.

**5. Taraflar majburiyatlari:**

**5.1. Sotuvchining majburiyati**

5.1.1. Shartnomada ko’rsatilgan talablarga rioya qilgan xolda o’z vaqtida «Xaridor»ga maxsulotlarni berish;

5.1.2. Tegishli darajada sifatli maxsulot yuborganligi to’g’risida bildirish (xabarnoma) olgandan so’ng sifatli bo’lmagan maxsulotni 3(uch) kun ichida almashtirib berish yoki ushbu shartnomaning 2-bandiga asosan sifatli bo’lmagan maxsulot baxosini qaytarib berish.

**5.2. «Oluvchi»ning majburiyati**:

5.2.1. Maxsulotni olib xisob varaq-faktura tuzgan xolda ushbu shartnomada va qonun xujjatlarida belgilangan butlash tartibiga, soniga, sifatiga qarab muddatida maxsulotni o’zi olib ketadi.

5.2.2. Tegishli darajada sifatli bo’lmagan maxssulot kelib tushgani aniqlangandan keyin, bu xakda dalolatnoma yozilib 24 soat ichida sotuvchini ogoxlantirish.

5.2.3. Maxsulot baxosini ushbu shartnomada belgilangan miqdorda va muddatda to’lash.

**6. Taraflar javobgarligi:**

6.1. Taraflarning biri shartnoma majburiyatlarini bajarmagan yoki lozim darajada bajarmagan taqdirda bu taraf boshqa tarafga yetkazilgan zararni to’laydi.

6.2. Sotuvchi maxsulotni to’liq yetkazib bermagani uchun “Xaridor”ga yetkazib berilmagan xar bir kun uchun maxsulot baxosining 0.4%i miqdorida jarima to’laydi, lekin bunda penyaning umumiy so’mmasi kechiktirilgan maxsulot baxosining 50%idan oshib ketmasligi zarur.

6.3. Tegishli darajada sifatli bo’lmagan maxsulotni o’z vaqtida almashtirishdan bosh tortsa, “Sotuvchi” “Xaridor”ga kechiktirilgan xar bir kun uchun sifatli bo’lmagan maxsulotning 0,2 %i mikdorida penya tulaydi

6.4. Maxsulot uchun sotib oluvchi o’z vaqtida to’lamagani uchun “Xaridor” “Sotuvchi”ga o’tkazib yuborilgan xar bir kun uchun kechiktirilgan to’lov summasining 0.4% miqdorida, ammo kechiktirilgan to’lov summasining 50%idan ortiq bo’lmagan miqdorida penya to’laydi.

**7. Fors mojor xolatlari:**

7.1. Xech bir taraf ikkinchi taraf oldida o’ziga bog’lik bo’lmagan sabablarga ko’ra va yengib bo’lmas kuch mavjud bo’lgan taqdirda (Urush e’lon qilinishi yoki boshlanishi, fukarolar tartibsizligi epidemiya, yer qimirlashi, suv toshqini, yong’in va tabiy ofatlar shular jumlasidandir) ushbu shartnomada kursatilgan majburiyatlarga javobgar emas.

7.2. Taraflar ushbu shartnomada ko’rsatilgan majburiyatlarni bajarmaslik sabablari to’g’risida albatta ikkinchi ogoxlantirishi shart.

7.3. Agar bartaraf kilib bo’lmaydigan kuch uch oy uzluksiz davom etsa, taraflar bir-birini yozma ravishda ogoxlantirib, shartnomaning ijrosini bekor qilishi mumkin.

**8.Korrupsiyaga karshi kelishuv**

8.1.Shartnoma bo’yicha o’zmajburiyatlarini bajarishda Tomonlarkorrupsiyaga qarshi kurashishbo’yicha qoidalarga, shu jumladan amaldagi qonunlarga rioya etilishini taminlaydi, yani ular, ularning xodimlari, kafillangan shaxslar, benifisiyalari va shartnomani amalga oshirishdagi xamkorlari, pudratchilari tomonidan bir-biriga yoki Dalat ishtirokidagi tashkilot xodimiga pora berish yoki pora berishda vositachilik qilish moddiy yoki nomoddiy naf olishdan tiyilishi lozim. Tomonlar ushbu harakatlarning oldini olish o’yicha chora-tadbirlar qabul qilinishini kafolatlaydi.

8.2.Tomonlar korrupsiyaga qarshi qoidalar buzulganda yoki asosli gumonlar yuzaga kelganida darxol yozma ravishda (elektron pochta orqali) yoki ishonch telefoni (78 150 26 03) orqali bir-birini xabardor qilish majburiyatini oladi. Bunda tomonlar yuzaga kelgan xolatga oydinlik kiritish maqsadida yozma izoxtalab qilish xuquqiga ega va murojaatini olgan tomon 10 (o’n) ish kuni mobaynida tushintirish berishi yoki o’z fikrini bildirishi mumkin.

8.3.Mazkur bobning talablari bajarilmaganda, shu jumladan belgilangan muddatda korrupsion xavf-xatar barataraf etilmasa, tomonlar amalga oshirgan choralar korrupsion holatni pasayishiga olib kelmasa, boshqa tomon shartnomani bekor qilish xuquqiga ega yoki uning ijrosini to’xtatib qo’yishi mumkin.

 8.4.Ushbu bobda ko’rsatilgan asoslar bo’yicha shartnomani bir tomonlama bekor qilish talab qilgan tomonga yetkazilgan zararlarni qoplash qonunchilikda ko’rsatilgan tartibda amalga oshiriladi, ushbu bobning majburiyatlarini buzgan tomon esa shartnomaning birtomonlama bekor qilinishi oqibatida ko’rilgan zararlar qoplashni talab qilishiga xaqli emas.

**9. Nizoni xal qilish tartibi:**

8.1. Ushbu shartnomada yoki unga bog’lik masalalar yuzasidan kelib chiqadigan barcha nizolar eng avvalo taraflarning kelishuvi bilan xal qilinadi.

8.2. Taraflarning kelishuvi bilan xal qilib bo’lmaydigan nizolar qonun xujjatlarida belgilangan tartibda iktisodiy sudi orqali xal qilinadi.

**10. Shartnomaga o’zgartirish va qo’shimchalar kiritish tartibi:**

9.1. Ushbu shartnomaga kiritilgan barcha o’zgartirish va qo’shimchalar faqat ikkala taraf tomonidan yozma ravishda tuzilib, imzo quyilgandan keyingina yuridik kuchga ega.

9.2. Shartnomani taraflarning o’zaro kelishuviga asosan yoki O’zbekiston Respublikasi Fuqarolik kodeksiga xamda amaldagi qonun xujjatlari normalariga binoan keltirilgan zararni tulagan xolda muddatidan ilgari bekor qilish mumkin.

9.3. Shartnomada barcha ko’rsatilmagan shartlar O’zbekiston Respublikasining 1998 yil 28-avgustdagi «Xo’jalik yurituvchi subyektlarning xuquqiy shartnomaviy bazasi to’g’risida»gi qonuniga asosan amalga oshiriladi.

**11. Boshqa shartlar**

10.1. Ushbu shartnoma taraflarning xar biri uchun xaqiqiy, bir xil yuridik kuchga ega bo’lgan 2(Ikki) nusxada tuzilgan.

10.2.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**11. TOMONLARNING YuRIDIK MANZILLARI**

**VA TO’LOV REKVIZITLARI:**

 **«SOTUVChI» «XARIDOR»**

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