

**GENERAL TERMS AND CONDITIONS («GTC»)
FOR THE SALE OF POULTRY PRODUCTS
OF MHP FOOD TRADING
(م.م.ذ.ش. الغذائية لتجارة بي أتش م)**

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PREAMBLE

(i) These GTC are the General Terms and Conditions that are applied to all Agreements, entered into by MHP and all other parties, pursuant to which MHP sales Poultry Products, unless the Parties agree otherwise in writing.

(ii) Unless the Parties agree otherwise in writing, these GTC shall also apply to further or additional Agreements between MHP and the Buyer even if such further or additional Agreements do not explicitly state that the GTC shall apply to such Agreements.

(iii) These GTC are an integral part of each Agreement, provided that such Agreement directly refers hereto.

(iv) These GTC become effective and govern the relationships between the Parties to the Agreement since the date of such Agreement, and remain valid for the entire term of the Agreement.

1. DEFINITIONS

1.1. Whenever capitalized in these GTC as well as in all Agreements referring to the GTC, the below terms shall have the following meaning:

"General Terms and Conditions" or **"GTC"** refers to these General Terms and Conditions, as well as all Annexes, and any variations or amendments to the foregoing, all of which are incorporated into and made an integral part of the GTC. GTC have been published on a web page on the Internet <https://www.qualikoglobal.com/mhp-food-trading/> that also can specified by the Seller in the Agreement.

"Agreement" means any agreement, contract, supplementary or additional agreement, Product Specification (as this term is defined below), order confirmation, Sales Confirmation (as this term is defined below), invoice, letter, any other document or instrument, pursuant to which the relationships arise between the Parties regarding the delivery of Poultry products (as this term is defined below) and other related relationships, as well as all Annexes, and any variations or amendments to the foregoing, all of which are incorporated into and made an integral part of the Agreement.

"Sales Confirmation" means the written confirmation in the form acceptable to the Seller sent by the Buyer to the Seller that signifies its consent with the proforma invoice.

"Seller" or **«MHP»** means **MHP Food Trading (م.م.ذ.ش. الغذائية لتجارة بي أتش م)**, United Arab Emirates, 1220991 - registration number, Office 1704, One By Omnyat Building Business Bay Dubai UAE, and/or any of its affiliates; which applying or referring to these GTC.

"Party" means MHP or other party to the GTC and the Agreement, while **"Parties"** means both MHP and other party(-ies) to the GTC and the Agreement jointly.

"Buyer" means a legal entity or an individual that accepts an offer of Seller for the sale of Products or whose order for Products is accepted or executed by Seller.

"Poultry Products" or **"Product"** means poultry meat, a variety of poultry products, processed poultry meat and other products.

"Product Specification" means a document drawn up and approved by the Seller for each type of the Poultry product specifying quality requirements to each particular type of the Poultry product, *inter alia* legislative requirement for the Product safety as well as allowed and not allowed Product defects.

"MHP Website" means any link to a web page on the Internet with the MHP domain name specified by the Seller in the Agreement.

1.2. All other terms shall have the meaning as ascribed thereto in the Agreements.

2. THE SUBJECT OF THE AGREEMENT

2.1. The Seller shall sell and deliver and the Buyer shall accept and pay for the Product in accordance with the GTC and the Agreement.

2.2. The Buyer's prepayment of the invoice shall confirm that the Buyer consents to the GTC and the Agreement and all terms specified in the invoice and other documents provided by the Seller. If the Parties agreed to other payment terms, the Buyer's acceptance of the GTC shall be confirmed by signing by the Buyer of the purchase agreement in the form agreed with the Seller or receipt by the Seller of the Sales Confirmation in the form acceptable to the Seller

2.3. The range, quantity, term of delivery and price of the Product shall be specified in the Agreement or its Annexes.

3. THE PRODUCT PRICE AND THE VALUE OF THE AGREEMENT. THE TERMS OF PAYMENT

3.1. The Buyer shall pay to the Seller the price for the Product according to the price specified in the Agreement and fixed in the currency indicated

in the Agreement. The price for the Product shall include the costs of packing, labeling, freezing, loading, customs expenses and transportation costs according to Incoterms delivery basis specified in the Agreement. Whenever the GTC refers to Incoterms, it shall mean the edition of Incoterms specified in the Agreement. If the Agreement does not specify Incoterms edition, Incoterms 2020 shall apply.

3.2. The payment for the Product shall be made by one of the following payment methods specified in the Agreement:

- 1) full prepayment;
- 2) prepayment in part;
- 3) deferred payment;
- 4) cash against documents (collections);
- 5) payment secured with a bank guarantee;
- 6) payment by a letter of credit;
- 7) payment secured with a stand-by letter of credit.

The Buyer shall not be entitled to, on any basis whatsoever, any deduction, discount or set-off or otherwise to withhold payment or to suspend any other obligations.

3.3. FULL PREPAYMENT

The Buyer shall make full and irrevocable prepayment for the Product by transferring funds to the Seller's bank account specified in the Agreement not later than 5 (five) calendar days of receipt of an invoice, unless any other term is specified in the invoice. The Seller shall carry out the shipment of the Product only after the receipt of the full prepayment, unless any other term is specified in the Agreement.

3.4. PREPAYMENT IN PART

3.4.1. The Buyer shall make a prepayment in the amount specified in the invoice but in any case not less than 30% of the price for the Product, if the Product is delivered on a CIF basis. Prepayment shall be made in accordance with Clause 3.3 of the GTC.

3.4.2. The Buyer shall make the final payment for each Product consignment by transferring funds to the Seller's bank account specified in the Agreement in the amount specified in the Agreement within 2 (two) banking days after the Seller has sent the scanned copies of the documents provided for in the Agreement, but not later than 10 working days before arrival, if the Product are delivered on CIF basis. All original shipping documents including bills of lading shall be delivered to the Buyer only after the full payment for each Product consignment is received by the Seller.

3.5. DEFERRED PAYMENT

3.5.1. If the Buyer is a resident of the European Union, the Parties may agree for deferred payment.

3.5.2. If the Parties agree for deferred payment, the Buyer shall make payment by transferring funds to the Seller's bank account specified in the Agreement within 30 (thirty) calendar days of receipt of the invoice or, if the Product is shipped after sending the invoice, not later than 3 (three) days after the acceptance of the Product by the Buyer or its carrier or within the term agreed in writing between the Seller and the Buyer.

3.6. PAYMENT ON CASH AGAINST DOCUMENTS (COLLECTIONS) BASIS

3.6.1. If the Parties agree for payment on a cash against document (collections) basis ("CAD"), the Seller shall entrust the handling of a collection to a remitting bank. The remitting bank, the presenting bank, their names, addresses, SWIFT codes and the list of documents against which the payment will be made shall be preliminarily agreed by the Parties and specified in the Agreement in the form acceptable to the Seller.

3.6.2. Payment for the Product on a CAD basis shall be made against the Seller's presentation of the documents specified in the Agreement and a supporting letter from the Seller's bank to the Buyer's bank within 4 (four) business days from the date of presentation of the documents and the letter to the Buyer's bank. The Seller shall deliver the documents by a courier service determined at its discretion to the bank address specified in the Agreement.

3.6.3. If the Buyer refuses to accept the Product and/or pay for the Product on a CAD basis, the Seller shall initiate revocation of the documents from the Buyer's bank through the Seller's bank.

3.6.4. If the Buyer fails to pay the price of the Product in accordance with Clause 3.6.1 and the Agreement, whether by its own fault or by fault of the bank, the Seller may, at its sole discretion:

- (i) unilaterally change the payment terms under the Agreement to the payment terms specified in Clause 3.3 of the GTC by giving a written notice to the Buyer with immediate effect; and/or
- (iii) unilaterally terminate the Agreement by giving a written notice to the Buyer with immediate effect (without the Buyer being entitled to damages or compensation).

3.6.5. The CAD shall be governed by the Uniform Rules for Collections effective since 1 January 1996, published by the International Chamber of Commerce under No. 522 (URC 522).

3.7. PAYMENT SECURED WITH A BANK GUARANTEE

3.7.1. The Buyer shall pay the full price of the Product not later than 5 calendar days after the date of export customs clearance of the Product consignment as confirmed by the customs declaration issued in the country of dispatch.

3.7.2. The Buyer shall provide in favor of the Seller an irrevocable unconditional bank guarantee according to the terms specified in the Agreement. The bank guarantee issuing bank, its name, address, SWIFT code, the amount, term, conditions and the wording of the bank guarantee shall be approved by the Seller via e-mail before issuance and shall be specified in the Agreement in the form acceptable to the Seller.

3.7.3. The bank guarantee shall be provided to the Seller at least 10 (ten) calendar days prior to the scheduled date of delivery of the Product.

3.7.4. The bank guarantee shall cover the cost of the Product specified in the Agreement and all penalties that may be imposed upon the Buyer in case of the Buyer's breach of the GTC and/or the Agreement. The validity period of the bank guarantee shall be longer than the delivery period specified in the Agreement.

3.7.5. If the value of the shipped Product reaches 75% of the amount of the bank guarantee, the Seller may suspend shipment of the Product on deferred payment terms and shall give immediate notice to that effect to the Buyer. In order to resume shipment of the Product on deferred payment terms, the Buyer shall within 10 (ten) business days of receipt of the Seller's notice pay at least 40% of the outstanding debt or provide a bank guarantee for the amount that exceeds the amount of the initial bank guarantee by 25% or more.

3.7.6. If the Buyer fails to pay the price of the Product in accordance with Clause 3.7.1 or to pay the penalties in accordance with the GTC and the Agreement, the Seller may at its sole discretion:

- (i) make a demand under the bank guarantee immediately after the Buyer's delay in payment; and/or
- (ii) suspend all Product shipments until the Buyer and/or the bank guarantee issuing bank repays the total outstanding debt; and/or
- (iii) unilaterally terminate the Agreement by giving a written notice to the Buyer with immediate effect (without the Buyer being entitled to damages

or compensation).

3.7.7. If the Buyer fails to provide, or fails to meet the deadline for providing the bank guarantee, or provides the bank guarantee which does not comply with the terms of the GTC and the Agreement, or has the wording that was not approved by the Seller, or that otherwise becomes invalid or unenforceable by the Seller, the Seller may, at its sole discretion:

(i) suspend delivery under the Agreement until the Buyer performs its obligations to provide the bank guarantee in accordance with the terms of the Agreement; and/or

(ii) unilaterally change the payment terms under the Agreement to the terms specified in Clause 3.3 of the GTC by giving a written notice to the Buyer with immediate effect; and/or

(iii) unilaterally terminate the Agreement by giving a written notice to the Buyer with immediate effect (without the Buyer being entitled to damages or compensation).

3.7.8. The bank guarantee shall be governed by the Uniform Rules for Demand Guarantees effective since 1 July 2010, published by the International Chamber of Commerce under No. 758 (URDG 758).

3.8. PAYMENT BY A LETTER OF CREDIT

3.8.1. If the Parties agree for payment by a letter of credit ("**LC**"), the Buyer shall open in favor of the Seller an irrevocable LC according to the terms specified in the Agreement. The issuing bank, the advising bank, the confirming bank, their names, addresses, SWIFT codes, the wording of the LC, its amount, term and the list of documents to be presented to the bank shall be approved by the Seller via e-mail before issuance and shall be specified in the Agreement in the form acceptable to the Seller.

3.8.2. The LC shall be issued not later than 7 (seven) calendar days before the scheduled date of loading of the Product.

3.8.3. Payment for the Product on the basis of the LC shall be made against the Seller's presentation of the shipping documents, specified in the Agreement, to the issuing bank or confirming bank not later than within 5 (five) business days after such presentation. The Seller shall deliver the documents by a courier service determined at its discretion to the bank address specified in the Agreement.

3.8.4. If the Buyer fails to provide, or fails to meet the deadline for providing the LC, or provides the LC which does not comply with the terms of the GTC and the Agreement, or has the wording that was not approved by the Seller, the Seller may, at its sole discretion:

(i) suspend delivery under the Agreement until the Buyer performs its obligations to provide the LC in accordance with the terms of the Agreement; and/or

(ii) unilaterally change the payment terms under the Agreement to the terms specified in Clause 3.3 of the GTC by giving a written notice to the Buyer with immediate effect; and/or

(iii) unilaterally terminate the Agreement by giving a written notice to the Buyer with immediate effect (without the Buyer being entitled to damages or compensation).

3.8.5. The LC shall be governed by the Uniform Customs and Practice for Documentary Credits effective since 1 July 2007, published by the International Chamber of Commerce under No. 600 (UCP 600).

3.9. PAYMENT SECURED WITH A STAND-BY LETTER OF CREDIT

3.9.1. The Buyer shall pay the full price of the Product not later than 5 (five) calendar days after the receipt of all shipping documents specified in the Agreement.

3.9.2. If the Buyer fails to pay the price of the Product in accordance with Clause 3.9.1, payment shall be made by a stand-by letter of credit ("**Stand-by LC**"), opened by the Buyer in favor of the Seller according to the terms specified in the Agreement. The issuing bank, the advising bank, the confirming bank, their names, addresses, SWIFT codes, the wording of the Stand-by LC, its amount, term and the list of documents to be presented to the bank shall be approved by the Seller via e-mail before issuance and shall be specified in the Agreement in the form acceptable to the Seller.

3.9.3. The Buyer shall open the Stand-by LC for the amount specified in the Agreement not later than 15 (fifteen) calendar days prior to the scheduled date of loading of the Product and shall keep the Stand-by LC in force during the whole term of the Agreement. The amount of the Stand-by LC shall cover the price of all consignments shipped on the deferred payment terms. In case the Stand-by LC limit is reached or the term of the Stand-by LC has expired, the Buyer shall open a new Stand-by LC in compliance with the GTC and the Agreement.

3.9.4. If the Buyer fails to make payment in accordance with Clause 3.9.1, a non-payment notification and outstanding shipping documents shall be presented to the Buyer's bank or to the confirming bank through the Seller's bank for the payment under the Stand-by LC. The payment under the Stand-by LC shall be made not later than 5 (five) business days after such presentation.

3.9.5. If the Buyer fails to provide, or to meet the deadline for providing the Stand-by LC, or provides the Stand-by LC which does not comply with the terms of the GTC and the Agreement, or has the wording which was not approved by the Seller, the Seller may at its sole discretion:

(i) suspend delivery under the Agreement until the Buyer performs its obligations to provide the Stand-by LC in accordance with the terms of the GTC and the Agreement; and/or

(ii) unilaterally change the payment terms under the Agreement to the terms specified in Clause 3.3 of the GTC by giving a written notice to the Buyer with immediate effect; and/or

(iii) unilaterally terminate the Agreement by giving a written notice to the Buyer with immediate effect (without the Buyer being entitled to damages or compensation).

3.9.6. The Stand-by LC shall be governed by the Uniform Customs and Practice for Documentary Credits effective since 1 July 2007, published by the International Chamber of Commerce under No. 600 (UCP 600).

3.9.7. The Parties have agreed that the bank fees for opening an LC or a Stand-by LC shall be paid as follows:

- Bank fees of the issuing bank shall be paid by the Buyer;
- Bank fees of the corresponding bank of the issuing bank shall be paid by the Buyer;
- Bank fees of the advising bank shall be paid by the Seller;
- Bank fees of the corresponding bank of the advising bank shall be paid by the Seller;
- Bank fees for amending the LC shall be paid by the Party that initiated such amendment or the Party whose acts or omissions resulted in such amendment;
- Bank fees of the confirming bank shall be paid by the Buyer.

3.10. When making payment the Buyer must specify the payment reference, Agreement number, invoice number and other information upon the request of the Seller and the relevant bank, which information is necessary for accurate crediting of funds to the Seller's bank account. Other payment terms may be agreed between the parties in the Agreement.

3.11. The Parties have agreed that in the event of the Buyer's breach of any obligation under the GTC and/or the Agreement or applicable law, the prepayment made by the Buyer, if any, shall not be refundable and shall remain at the Seller's disposal for damages caused to the Seller due to the breach of the GTC and/or the Agreement by the Buyer.

3.12. If the amount of damages caused to the Seller due to the breach of the GTC and/or the Agreement by the Buyer exceeds the amount prepaid, if any, the Buyer shall compensate the Seller the outstanding amount of damages in full within 5 (five) calendar days upon the Seller's demand.

3.13. If the amount of damages incurred by the Seller due to the breach of the GTC and/or Agreement by the Buyer is less than the amount prepaid, the Seller shall compensate to the Buyer the difference within 30 (thirty) calendar days from the date of the respective calculation of the amount of damages. The return of excess funds, as stipulated by this clause, shall be effected with the deduction of all bank charges paid by the Seller for the acceptance and return of funds.

3.14. If the payment for the Product is made according to Clauses 3.3 - 3.5 of these GTC, the payment for the Product may be effected by a third party instead of the Buyer subject to a prior written notice to the Seller of such change of the payer, given not less than 2 (two) business day prior to the scheduled date of payment. The Buyer shall ensure that such third party shall comply with the provisions of Clause 8 of the GTC. A notice of the change of payer shall be submitted by the Buyer in writing in English or translated into English with the obligatory indication of the bank details of the third party payer.

3.15. The date of payment under the Agreement shall be the date of crediting of monetary funds to the Seller's bank account. Bank fees for the transfer of funds in the Buyer's country (including the issuance of a bank guarantee, the performance by banks of operations of CAD, letter of credit) are paid by the Buyer; Bank fees outside the Buyer's country are paid by the Seller, including commissions of correspondent banks involved in the transfer of funds by the Parties.

3.16. By agreement of the parties, the Buyer may secure payment for the Product ordered by the Buyer by the security payment, guarantee payment, deposit payment or other payment with the similar purpose.

The amount of such payment:

- shall be used for securing the payment under the agreed invoices only and may not be used for payment for the Product purchased under other invoices;

- shall be accounted for the payment by the Buyer of the ordered Product in case the payments are delayed by the Buyer for more than 5 (five) calendar days;

- in the event of Buyer's cancellation of the order, refusal to accept the Product, or other breach of the terms of the Agreement, shall not be returned to the Buyer and shall remain at the disposal of the Seller as compensation for damages caused to the Seller; and

- upon the Buyer's written request, shall be returned by the Seller to the Buyer in case the Parties agree to terminate the future delivery of the Product and the Buyer has paid all due amounts to the Seller.

4.DELIVERY TERMS AND CONDITIONS

4.1. Delivery of the Product shall be made on terms and according to Incoterms delivery basis specified in the Agreement.

4.2. The range, quantity, price and delivery schedule of the Product, the schedule and place for providing vehicles for loading ("**Delivery Terms**") are agreed by the Parties by e-mail. If the Agreement provides several deliveries, the Delivery Terms may be agreed by Parties for the next few months by e-mail, but no later than till the end of the month immediately preceding the delivery month. Upon agreement, the Seller shall send to the Buyer a pro forma invoice for payment.

4.3. The total quantity of the Product to be delivered within one month shall be shipped in full by the Seller to the Buyer from the Seller's warehouse during the period from the first to the last day of the relevant month. The Seller may deliver the Product by separate consignments. The number of consignments per month and the volume of the Product delivered in each consignment shall remain at the discretion of the Seller.

4.4. In case the Seller cannot make the shipment according to the terms of the Agreement and/or provide the Buyer with draft documents as specified in Clause 5 of the GTC, the Seller shall send a written notice at the e-mail address of the Buyer specified in the Agreement or provided by the Party in the manner provided in clause 7.2. of Terms, not later than 3 (three) working days, indicating the reasons and proposed new schedule for delivery to be agreed by the Parties. If the Seller has duly sent such notice, the Seller's inability to make the shipment according to the terms of the Agreement and/or provide the Buyer with draft documents as specified in Clause 5 of the GTC shall not be considered as the breach of the GTC and the Agreement and shall not invoke liability of the Seller under Clause 11.2 of the GTC and the Agreement.

4.5. All permits required for delivery hereunder in the country of the Seller shall be obtained by the Seller, the Seller shall also pay for all possible charges and costs related to the obtaining such documents, unless the Agreement expressly states otherwise.

4.6. All permits required for delivery hereunder in the country of the Buyer and the country of destination shall be obtained by the Buyer, the Buyer shall also pay for all possible charges and costs related to obtaining such permits.

4.7. The list of shipping documents for the Product to be provided by the Seller to the Buyer shall be specified in the Agreement.

4.8. The characteristics of the Product, as well as the temperature regimes of the Product during storage, loading and transportation, shall be agreed by the Parties in the Product Specifications that constitute an integral part of Agreement.

4.9. The Seller shall load the Product by its own efforts and means. The Product shall be delivered by road freight transport and/or in refrigerated containers. The loading procedure, the quantity and range of the Product loaded in each vehicle and/or refrigerated container shall remain at the discretion of the Seller, unless the Parties agree otherwise. The places of loading/unloading of the Product, depending on the chosen delivery basis, shall be specified in the Agreement.

4.10. The Buyer should nominate a Consignee under the Agreement by giving a [prior written notice to the Seller, not less than 7 (seven) calendar days before the scheduled delivery date. The name and details of such a third party consignee shall be indicated in the invoice and/or specification and/or annex to the Agreement and in the shipping documents. The third party consignee shall comply with the sanctions requirements provided in Clause 8 of these GTC and the Buyer shall provide for and guarantee the compliance of such third party consignee with these requirements. Any third party consignee and the Buyer shall bear full joint and several financial and other liability for the receipt and acceptance of the Product.

4.11. The representative of the Buyer is entitled to check the quantity and physical appearance of the Product before its loading into a vehicle or a container. For this purpose, the Buyer shall notify the Seller by e-mail of the intention to send its representative no later than 3 (three) calendar days prior to the start of loading. After the receipt of such notification, the Seller shall inform the Buyer by e-mail of the necessary actions on the part of the Buyer (information required for obtaining entry permits/permissions, etc.) to enable its presence during the loading. The Buyer's representative together with the Seller's representative is entitled to carry out only a visual inspection of the Product and to check the integrity of the packaging/box without unpacking the Product.

4.12. The Parties are entitled to involve, jointly or separately, an independent survey company from the list, specified below, to monitor the loading,

unloading and acceptance of the Product.

4.13. If following the results of the loading and acceptance of the Product 2 reports of independent survey companies are prepared and these reports contradict each other, the report of the independent survey company involved by the Seller shall prevail.

4.14. Surveying companies that may be involved are: SGS, Bureau Veritas, authorized agents of the Society of Lloyd's from the source <http://agency.lloyds.com>, unless another company is specified in the Agreement.

4.15. The services of a survey company shall be paid by a Party that engages a survey company. In case a survey company is involved by the Seller, the value of the surveyor's services is included in the value of the Product.

4.16. Neither the Buyer's representative nor the representative of the independent survey company are entitled to intervene in the Product loading process.

4.17. The report of the independent surveying company shall be sealed and signed and shall contain the following information:

A) Descriptive part:

- consignor's name;
- consignee's name;
- address of loading and/or unloading;
- the integrity of the packaging;
- number of the vehicle or numbers of the container and its seals with which the container arrived at the port of destination and the unloading warehouse;
- place, date and time of loading of the vehicle, opening and unloading of the container;
- detailed information on the detected facts of non-compliance of the loaded Product with the requirements specified in the accompanying documents and Product Specifications (name, quantity, quality, etc.);
- number of loaded vehicles/containers (with a breakdown for each item of the Product in the vehicle/container).

B) Photos:

- a photo of the open vehicle with the Product (the vehicle number indicated on the vehicle must be clearly visible in the photo) or a photo of the closed and opened container with the Product (the container number indicated on the container must be clearly visible in the photo), as well as photos of seals with which the container arrived at the port of destination and at the unloading warehouse (seal number must be clearly visible in the photo);
- photo of the Product with a label.

4.18. If necessary, the Buyer is entitled to ask, and the Seller shall provide by e-mail a sample of a properly completed report of an independent survey company.

4.19. At the Seller's request, the Buyer shall provide a copy of the report of the survey company to the Seller.

4.20. The claims of the Buyer in respect of the quantity and quality of the Product shall be based on the reports of the independent survey companies in accordance with the terms of the Agreement. Such claims together with the corresponding report of the independent survey company shall be sent by the Buyer to Seller and to the manufacturer's e-mail address: quality@mhp.com.ua as well as to the Seller's email specified in the Agreement within 14 (fourteen) calendar days from the date of export of the vehicles with the Product by the Buyer from the Seller's warehouse or from the date of export of containers with the Product by the Buyer from the port of the country of destination, whichever applicable. The date of export of containers from the port of country of destination is the record date of the container's export from the port, indicated on the website of the shipping line.

4.21. The Seller shall not consider and settle and/or compensate the Buyer's claims sent later than it is stipulated in Clause 4.20 or in the Agreement, or if survey company reports provided by the Buyer do not meet the requirements of the GTC and the Agreement or if the Buyer has not provided the Seller with a copy of the survey company report.

4.22. Specific Product marking requirements binding for the Seller and not specified in the Agreement shall be agreed by the Parties additionally by e-mail at the Buyer's request.

4.23. TERMS OF DELIVERY UNDER FCA BASIS:

4.23.1. If the Parties agree that the Product shall be delivered on FCA basis, the right of ownership and control of the Product shall be transferred from the Seller to the Buyer at the moment the CMR (or the equivalent thereof relevant for the mode of transport) for the Product is signed by the Buyer's carrier in accordance with the terms and conditions of the Agreement.

4.23.2. All risks of loss of or damage to the Product shall be transferred to the Buyer at the moment the Product is loaded onto the Buyer's vehicles.

4.23.3. The final quantity and quality of the Product shall be determined at the place of loading of the Product onto the Buyer's vehicles, according to the report of the independent survey company. If neither of the Parties engaged the independent survey company for control during the loading of the Product, the quantity and quality of the Product shall be determined in accordance with the shipping documents (packing list, CMR). In such case, the quantity and quality of the Product shall be deemed final and the Buyer shall have no right to make claims regarding the quantity and quality of the Product or otherwise dispute it.

4.24. TERMS OF DELIVERY UNDER CIF BASIS:

4.24.1. If the Parties agree that the Product shall be delivered on CIF basis, the right of ownership and control of the Product shall be transferred from the Seller to the Buyer at the moment the Seller has transferred to the Buyer the marine bill of lading or the Telex release for the Product has been transferred to the Buyer in accordance with the terms and conditions of the Agreement. The date of transfer of the marine bill of lading is the date of its receipt by the Buyer, as confirmed by the courier that has carried out the delivery of the marine bill of lading. The date of transfer of the Telex release is the date the Buyer sends it by e-mail to the Seller.

4.24.2. All risks of loss of or damage to the Product supplied hereunder shall be transferred to the Buyer at the moment the Product is placed on board the vessel at the port of the Product's loading.

4.24.3. The Seller shall insure the Product on the terms and conditions determined at the discretion of the Seller.

4.24.4. The final quality and quantity of the Product shall be determined at the port of loading of the Product in the container (-s) according to the report of the independent survey company if such report was received. If neither of the Parties engaged the independent survey company for control during the unloading of the Product, the quantity and quality of the Product shall be determined in accordance with the shipping documents (bill of

landing). In such case, the quantity and quality of the Product shall be deemed final and the Buyer shall have no right to make claims regarding the quantity and quality of the Product or otherwise dispute it.

4.24.5. For container unloading and acceptance of the Product, as well as for any opening of the container's door either at the place of unloading or in port of destination the Buyer has the right to involve the representative of the independent survey company that is authorized by the Parties to certify the conformity of the Product and that is acceptable to the insurance company insuring the Product. In case such independent survey company is involved, it shall prepare and issue the report.

4.24.6. The representative (-s) of the independent survey company in case of their involvement shall be present at all stages of unloading and acceptance of the Product at the port of destination and in the warehouse of unloading of the Product from containers and he/she shall submit a sealed and signed report immediately after the acceptance of the Product.

4.24.7. In the case of opening of the Container for customs inspection at the port of destination, the Buyer shall provide to the Seller the certificate of customs inspection.

4.24.8. The Buyer shall notify the Seller about the place and time of unloading and/or opening of the Containers and acceptance of the Product not less than 5 (five) business days prior to such unloading.

4.24.9. All fees, fines and the cost of services rendered in the port of the destination country (including services of port agencies, independent survey companies, except for the companies, engaged by the Seller and/or shipping line) shall be paid by the Buyer.

4.24.10. The Seller shall not be liable for technical failures in the operation of a shipping line or a port, the queues and the like which affect the ability of the Buyer to ensure the unloading of the container. However, the Seller shall assist the Buyer in addressing such failures by all reasonable means.

4.25. DELIVERY AND ACCEPTANCE IN THE EUROPEAN UNION

4.25.1. Unless otherwise agreed by the Parties, the Product delivered within the European Union shall be delivered with transportation paid either on DDP or on DAP basis as specified in the Agreement. If the Buyer collects the Product from the Seller or from a location stated by the Seller, delivery is made on EXW basis.

4.25.2. If the Product is delivered on DDP or DAP basis, the right of ownership and control of the Product shall be transferred from the Seller to the Buyer at the moment the CMR (or the equivalent thereof relevant for the mode of transport) for the Product is transferred to the Buyer.

4.25.3. If the Product is delivered on EXW basis, the right of ownership and control of the Product shall be transferred from the Seller to the Buyer at the moment the CMR (or the equivalent thereof relevant for the mode of transport) for the Product is signed by the Buyer's carrier.

4.25.4. All risks of loss of or damage to the Product shall be transferred to the Buyer at the moment the Product is delivered according to the applicable delivery basis.

4.25.5. If the Product is delivered on DDP or DAP basis, the final quality and quantity of the Product shall be determined in accordance with Clause 4.24.4.

4.25.6. If the Product is delivered on EXW basis, the final quality and quantity of the Product shall be determined in accordance with Clause

4.25.7. The Parties may additionally specify other conditions of acceptance of the Product in the Agreement.

4.26. By signing the Agreement the Buyer undertakes:

1) to deliver transport for loading in a timely manner (for delivery on FCA basis);

2) to ensure customs clearance and acceptance of the Product within 10 calendar days after delivery of the Product to the port of destination (for delivery on CIF basis);

3) to compensate according to Clause 11.4 of the GTC all expenses of the Seller for delay and/or redirection of the Product consignment, namely: connecting ports, monitoring, issuing new bills of lading, delivery of the Product from the consignor's warehouse to the place of its temporary storage or redirection, penalties imposed on the Seller by logistics and transport companies and/or shipping line and other incurred losses.

4.27. In case of the Buyer's breach of clause 4.26 of the GTC, the Seller has the right to act in accordance with Clause 11.1 of the GTC.

4.28. The mere fact that the delivery time has been exceeded does not in any way entitle the Buyer to change, terminate or cancel the Agreement or part thereof.

4.29. When placing the order the Buyer must advise the Seller in writing of any special, legal, administrative or regulatory requirements applicable in the territory in which the Buyer is to import, use or sell the Product, including regarding the Product content, quality and other characteristics, labelling the Product for distribution or sale, and the Buyer must advise the Seller immediately of any change of such requirements.

4.30. The Buyer shall be responsible for complying with any legislation or regulations (e.g. labelling, testing, marketing, et cetera) governing the importation of the Product into the country of destination and for payment of any duties thereon. The Buyer shall adhere strictly to any and all applicable national or international government restrictions placed on export, import and application with respect to the Products to be delivered. The Buyer shall compensate the Seller with respect to any and all damage that arises for the Buyer due to failure to adhere to these restrictions.

4.31. The Seller makes no representation and warranty as to merchantability or fitness for a particular purpose of the Products.

4.32. The Buyer shall store all Products in sanitary facilities and under clean and safe conditions to the satisfaction of the Seller.

5. DOCUMENTS

5.1. Upon request of the Buyer, the Seller can provide the samples of the documents to the Buyer for information only.

5.2. The documents shall be executed in English. Any other language required should be specified in the Agreement

5.3. At the time of preparation of the original documents specified in the Agreement, the Seller shall provide the Buyer by e-mail with the draft documents for its approval 2 business days after the date of loading into vehicles or containers of the respective Product consignment.

5.4. The Buyer shall within a period not exceeding 2 (two) business days from the date of receipt of the draft documents from the Seller in accordance with Clause 5.3 of the GTC, confirm the accuracy of information indicated therein and correctness of their execution or present substantiated comments. The Seller shall amend the draft documents according to such substantiated comments and shall send the draft of the amended documents to the Buyer for further approval. In case of the Buyer's failure to perform the terms and conditions of this Clause 5, including the failure to send the Buyer either the confirmation or the substantiated comments to the documents and/or the Buyer's failure to meet the deadline specified in this Clause 5, the Seller shall consider the documents as confirmed by the Buyer. After confirmation of the documents in a manner stipulated in this Clause 5, the Seller shall not be liable for any mistakes or discrepancies in the documents.

5.5. The Seller shall send the original documents to the Buyer by any courier, chosen at the discretion of the Seller within 10 (ten) business days from the date of confirmation of draft documents if the Product shall be delivered on CIF basis;

or

the Seller shall hand over the original documents to the Buyer's representative at the day of Product's custom clearance, if the Product shall be

delivered on FCA basis.

5.6. If requested by the Buyer in writing not later than 14 (fourteen) days from signing of the Agreement, the Seller may legalize the documents, specified in the Agreement. The cost of legalization of the documents shall be paid by the Buyer.

5.7. The Seller may, at its sole discretion, deliver any document electronically. The Buyer consents to receive such documents electronically and to use an online or electronic system of communication established and maintained by the Seller or by a third party designated by the Seller.

6.FORCE-MAJEURE

6.1. Neither Party will be liable for delay or failure to fulfill its obligations under the Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to natural disasters, strikes (legal and illegal), warfare, conducting anti-terrorist operations (and any similar actions), or other civil unrest, blockade, embargo, banning the export or import of the Product, quotas, change in legislation or international instruments, acceded to by the countries of the Parties, adopting by authorities of the countries of Parties of legislative and/or regulatory (legitimate or illegitimate) acts, which make it impossible to fulfill the obligations under the Agreement, and other actions of ecological, technogenic, military and social nature that do not depend on the will of the Parties ("**Force Majeure Event**")

6.2. In case of a Force Majeure Event, the Party to which it has occurred, shall notify the other Party in writing of the fact of its occurrence within 2 (two) business days. The onset of a Force Majeure Event shall be confirmed by the Chamber of Commerce and Industry or another duly authorized body of the country in which a Force Majeure Event has occurred. Failure to comply with the terms of this paragraph shall deprive the Party of the right to invoke a Force Majeure Event for the exemption from liability for breach of the Agreement.

6.3. The occurrence of a Force Majeure Event shall automatically extend the period for performing the obligations under the Agreement for the period equal to the duration of such circumstances.

6.4. The Party affected by a Force Majeure Event shall use all reasonable endeavors to mitigate its effect in the best possible way. Failure of mechanical equipment, computer hardware and/or telecommunications equipment, failure of software, power outages, changes in economic conditions, non-performance of obligations by a counterparty/customer of the Buyer and the lack of necessary funds of the Buyer, strike and other labor dispute of any Buyer's representatives (or its affiliates or their representatives) shall not be a Force Majeure Event within the meaning of this Clause 6.

6.5. If a Force Majeure Event continues to exist for more than 30 (thirty) calendar days, either Party shall have the right to terminate the Agreement by giving 5 (five) business days prior written notice to that effect to the other Party (without the other Party being entitled to damages or compensation). The Agreement shall be terminated on the date specified in such notice.

6.6. In case of termination of Agreement on the basis of clause 6.5, the Parties shall make all settlements related to the fulfilled obligations under the Agreement such as payment for the delivered Product and/or refund of payment for the non-delivered Product) within 5 (five) business days from the date of termination of the Agreement.

7.NOTIFICATION

7.1. The procedure and methods of sending notices and other messages by the Parties are defined in the GTC and the Agreement.

7.2. All notices and other messages under the Agreement shall be made in writing and shall be sent promptly and in readable format. For the purposes of this Clause 7 the Parties agree to use any of the below methods of prompt communication:

- 1) a letter sent by mail, postage prepaid, return receipt requested to the address and attention of the officer designated by the Party for the receipt of notices;
- 2) an e-mail message sent to the e-mail address designated by the Party for the receipt of notices;
- 3) a message to the Party's officer sent to the phone number designated by the Party for the receipt of notices and made via SMS, WhatsApp, Viber, Telegram etc.

7.3. Documents that need to be produced in paper form shall be scanned and transmitted as attachments to an e-mail. Original documents shall be subsequently sent by mail, postage prepaid, return receipt requested, or by a courier service or handed in directly to the recipient. Copies of any document relating to the Agreement (including the Agreement), sent by e-mail, are effective as the original document until the original document is received.

7.4. All notices and other messages under the Agreement shall be deemed received immediately upon sending if communicated electronically; or, if sent by mail, immediately upon receipt or 10 (ten) days after being sent, whichever is earlier.

7.5. If the receipt of any document, letter, notice or other message is disputed, the burden of proof of its delivery shall remain with the sender who, in case of a dispute, shall provide sufficient evidence that the document, letter, notice or other message was actually sent or handed in to the recipient.

8.SANCTIONS

8.1. The Buyer hereby acknowledges and agrees that the Buyer, its subcontractors, its ultimate purchasers, as well as the Buyer's, its subcontractors' and/or its ultimate purchasers' personnel, directors, officers, shareholders or business partners shall comply with:

- (a) any trade, economic or financial sanctions laws, regulations, rules, licenses, embargoes or restrictive measures administered, enacted or enforced (including after the date of execution of Agreement) by any Sanctions Authority (as this term is defined below); and
- (b) any applicable money laundering and anti-terrorism financing laws.

For the purposes of this Clause 8 the term "Sanctions Authority" means the competent authority of the United States of America, the United Nations, the European Union, including its member states from time to time and Ukraine, any similar authorities, and any department of any of those supra-national organizations or national governments which from time to time have authority to approve sanctions rules as specified in sub-provisions (a) to (b) above applicable to the transaction ("**Sanctions Rules**").

For the purpose of this Clause 8 restricted territory means any country against which any Sanctions Rules are administered, enacted or enforced by any Sanctions Authority or notwithstanding on existence of abovementioned Sanctions Rules restricted territories include Iran, Syria, Cuba, North Korea, Sudan, the Autonomous Republic of Crimea and the City of Sevastopol and the temporary occupied territories of Ukraine as defined by the applicable Ukrainian legislation during the whole term of the Agreement ("**Restricted Territory**").

8.2. The Buyer hereby undertakes, represents and warrants to Seller that it, as of the date of the Agreement and at any time during the term of validity of the Agreement, shall fully comply with the Sanctions Rules and agrees that it alone is responsible for ensuring its compliance with the Sanctions Rules. In particular:

- (a) The Buyer warrants that neither it nor any of its subcontractors nor any of its ultimate purchasers and none of its or its subcontractors' or its ultimate purchasers' personnel, directors, officers, shareholders or business partners are designated or sanctioned parties under the Sanctions

Rules;

(b) The Buyer will not, and will procure that and none of its subcontractors including without limitation its carriers and none of its ultimate purchasers will use, sell, resell, supply, deliver, export, re-export, transfer, divert, distribute, dispose of or otherwise deal with the Product and the title in the Product will not be transferred, directly or indirectly, to any party designated or sanctioned under the Sanctions Rules and/or to any Restricted Territory and/or through any Restricted Territory, and the Buyer will maintain adequate internal compliance measures in this respect; and

(c) The Buyer will procure and ensure that the delivery route of the Product will not be through any Restricted Territory, and the Buyer will maintain adequate internal compliance measures in this respect.

8.3. The Seller reserves the right to refuse to enter into or to perform any order and to cancel any order placed under the Agreement if the Seller in its sole discretion determines that the entry into such order or the performance of the transaction to which such order relates would violate any of the Sanctions Rules to which it is subject. The Seller shall be excused from performance, and not be liable for damages or costs of any kind, including but not limited to penalties, for late delivery, for failure to deliver or delay in delivering the Product resulting from the violation by the Buyer or its subcontractors including without limitation its carriers or its ultimate purchasers or by the Buyer's, its subcontractors' or its ultimate purchasers' personnel, directors, officers, shareholders or business partners of the Sanctions Rules.

8.4. The Seller has the right to reject delivery of the Product to any Restricted Territory or through any Restricted Territory. The Buyer shall reimburse the Seller for any damages arising out of cancellation of delivery to or through the Restricted Territory. Should the payment of the Product be impeded by the Sanctions Rules, the Buyer shall ensure that such payment be effected through a channel that the Seller is permitted to accept unless any such payment problems are a result of violation by the Seller of the Sanctions Rules.

8.5. The Buyer shall not do anything which would cause the Seller to be in breach of the Sanctions Rules and shall protect, indemnify and hold harmless the Seller from any fines, damages, whether direct or consequential, costs, losses, liabilities, fees and penalties incurred by Seller as a result of the errors, mistakes, failures or omissions of Buyer to comply with this Clause 8.

8.6. In its contracts with any third party pertaining to the Product and/or any products derived therefrom, the Buyer agrees to impose on such third party the same obligations and requirements imposed on it by the Seller in this Clause 8.

8.7. If at any time the Buyer or any of its subcontractors or the Buyer's ultimate purchasers or the Buyer's or its subcontractors' or its ultimate purchasers' personnel, directors, officers, shareholders or business partners violates the Sanctions Rules, the Buyer shall immediately notify the Seller in writing of such violation. Notwithstanding any other provision of the GTC and the Agreement, the violation shall lead to automatic termination of the Agreement (without the Buyer being entitled to damages or compensation). The termination date shall be the date of the violation of the Sanctions Rules.

8.8. In case of termination of the Agreement as provided in Clause 8.7 above, the Buyer shall pay the Seller the cost of Product and all other payments due under the Agreement.

8.9. If the Seller receives a Notice of violation or the performance by the Seller of its obligations under Agreement may result in the Seller's violation of the Sanctions Rules applicable to the Seller or the Agreement, the Seller may at its discretion by sending a prior written notice to Buyer: (a) to suspend performance of its obligations under the Agreement for the period when performance of such obligations violates any Sanctions Rules; or

(b) to unilaterally terminate the Agreement (without the Buyer being entitled to damages or compensation).

8.10. In case of suspension or termination by the Seller of Agreement, as set forth in Clause 8.9 above, the Seller may at its discretion demand the Buyer and the Buyer is obliged to provide payments for the Product delivered prior to the date when the Buyer receives prior written notice of suspension or termination of the Agreement.

8.11. The Buyer shall irrevocably and unconditionally save from, hold harmless against and indemnify the Seller for any direct or indirect damages, penalties or any other payments which arise from or are the result of the violation and/or non-compliance with the Sanction rules by the Buyer or any of its subcontractors or by the Buyer's ultimate purchasers or by the Buyer's or its subcontractors' or its ultimate purchasers' personnel, directors, officers, shareholders or business partners, and without prejudice to any other rights of Seller under the law, any Agreement, these GTC or otherwise (including but not limited to the right to claims specific performance and compensation of any damage that exceeds the amount of those liquidated damages), shall additionally pay liquidated damages in the amount of 100,000 (one hundred thousand) USD, payable by the Buyer to the Seller for each case of violation and/or non-compliance with the Sanction rules by the Buyer or any of its subcontractors or by the Buyer's ultimate purchasers or by the Buyer's or its subcontractors' or its ultimate purchasers' personnel, directors, officers, shareholders or business partners.

9.COMBATING CORRUPTION AND BRIBERY

9.1. The Parties shall adhere to anti-corruption legislation, applicable to each of the Parties. None of the Parties shall give or agree to give any person or accept or agree to accept from any person on behalf of the other Party any gift, payment, remuneration, financial, non-financial advantages or benefits of any kind or any right, which is an illegal or corrupt practice under the applicable legislation.

9.2. MHP and all MHP business partners operate to be fully compliant with the principles of legality and transparency, under the highest standards of business ethics and intolerance of fraud, bribery, and corruption and avoiding wrongdoings.

9.3. Each Party undertakes and warrants to the other Party that the Party, its affiliates, employees, or representative do not receive, pay or offer any funds (or other values and benefits) to influence actions or decisions to obtain unlawful advantages or achieve other illegal purposes.

Each Party undertakes and warrants not to take any other actions violating the requirements of national anti-corruption & anti-bribery legislation and international standards on combating money laundering.

The Parties undertake not to use received funds and/or property to finance or support any activity that may violate applicable law, including anti-corruption requirements.

Each Party including its employees undertakes not to offer, not to give, not to promise or agree to provide to the representatives of the other Party or their relatives, directly or indirectly, any unlawful funds or other property, privileges, services, intangible assets, or other benefits, in order to obtain, provide or encourage the receipt/provision of unlawful or unreasonable benefits in their favor.

Upon the first request, each Party undertakes to provide the other Party with written information on all types of business hospitality provided above the other Party's approved business hospitality limit (i.e., gifts, events, and other types within the generally accepted understanding of business hospitality

Each Party undertakes to ensure that there is no actual or potential conflict of interest while signing and executing an agreement. If the Party becomes aware of any existing or potential conflict of interest, it shall notify the other party immediately.

If any Party, including its employees, breaches the above obligation, the other Party might terminate an agreement immediately and unilaterally, and to claim damages caused. MHP immediately blocks a business partner on the MHP tender platform and stops any potential cooperation in case of violations.

9.4. MHP reserves the right to publicly comment violations of this Integrity Statement and/or corruption attempts following applicable law.

We expect MHP business partners to immediately connect us in case of violations (including suspicious abuse). We might consider releasing a business partnership if a business partner is open to cooperate with us fighting against business integrity violations.

10. CONFIDENTIALITY

10.1. The terms and conditions of the Agreement and any other information transferred by one Party to the other Party in fulfilling the terms and conditions of the Agreement shall be confidential ("**Confidential Information**") and may not be disclosed by any Party without a prior written consent of the other Party.

10.2. Any Party may disclose Confidential Information without consent of the other Party in the following cases:

- 1) to state bodies, authorized to request such information in accordance with the legislation that applies to such Party, with a written notice to the other Party in virtue of the properly executed request by the public authority to provide specified information;
- 2) to judicial authorities and their authorized representatives for the purpose of protection and implementation of the rights under an Agreement;
- 3) to servicing bank (banks) with the aim of fulfilling obligations under an Agreement.

10.3. Except for the cases specified in Clause 10.2 the Seller is entitled to disclose Confidential Information without consent of the Buyer to the following persons:

- the companies within MHP Group; and
- contractors, including consultants, advisers and auditors.

10.4. Except to the extent required under applicable law or necessary for the performance of remaining obligations under the Agreement, all Confidential Information shall be returned to the Seller or, if requested, destroyed on termination or expiry of the Agreement.

11. LIABILITY OF THE PARTIES

11.1. Without prejudice to any other rights of the Seller under the law, any Agreement, these GTC or otherwise, if the Seller breaches the Agreement, it shall be liable to and shall reimburse the Buyer for (i) any penalties provided for in the GTC and the Agreement and (ii) any actually incurred direct (excluding indirect or consequential damages such as lost profits, missed savings, missed opportunities and lost or damaged data) and properly documented damages, caused by such breach. Without prejudice to any other rights of the Seller under the law, any Agreement, these GTC or otherwise, if the Buyer breaches the Agreement, it shall also be liable to and shall reimburse the Seller for (i) any penalties provided for in the GTC and the Agreement and (ii) any direct and indirect damages caused by such breach, including but not limited to the Seller's lost profits.

11.2. If following the timely payment by the Buyer, the Seller violates the agreed schedule of delivery of the Product, the Seller shall pay the penalty in the amount of 0.1% of the total value of the delayed Product for each day of delay starting from the last day of the month in which the loading was due till the actual date of loading of the Product, except as provided in Clause 4.4 of the GTC.

11.3. If the Buyer fails to make payment in full in accordance with the terms of the Agreement, the Buyer shall pay penalty interest in the amount [0.1% of the delayed payment] for each day of delay starting from the day on which payment was due till the actual date of payment, without prejudice to any other rights of Seller under the law, any Agreement, these GTC or otherwise (including but not limited to the right to claims specific performance and compensation of any damage that exceeds the amount of those liquidated damages).

11.4. If the Seller does not receive the payment within the specified period and/or in full, the Seller may suspend performance of the Agreement, including delay the Product consignment or redirect it to another port of destination or to another Buyer. In this case, the Buyer shall (i) compensate for all losses incurred by the Seller due to the delay and/or redirection of the Product consignment, namely: connecting ports, monitoring, issue of new bills of lading, delivery from the Product shipment warehouse to the place of its temporary storing/redirection of the Product, penalties imposed on the Seller by logistics and transport companies and/or shipping line and other costs according to Incoterms and (ii) pay the liquidated damages in the amount of 20% of the unpaid price of the Product, without prejudice to any other rights of Seller under the law, any Agreement, these GTC or otherwise (including but not limited to the right to claims specific performance and compensation of any damage that exceeds the amount of those liquidated damages). Should the Seller apply this Clause 11.4 of the GTC, the Seller shall send the Buyer an e-mail with the calculation of the amount of losses and liquidated damages, and the Buyer shall pay the calculated amount by transferring funds to the bank account of the Seller within 7 (seven) calendar days of the receipt of the Seller's e-mail. If the losses and liquidated damages can be offset at the expense of payment, security payment, guarantee payment, deposit payment and/or other payment with a similar purpose received from the Buyer, the Seller may set-off such payment in accordance with Clause 11.8 of the GTC.

11.5. The Buyer shall not reject the acceptance of the Product, if such Product meets the terms and conditions of the Agreement. Unless the Buyer validly rejects the acceptance of the Products in line with these GTC and the Agreement and based on the reports of the independent survey companies in accordance with the terms of the Agreement (in particular Clause 4 of the GTC above), if the Buyer does not reject the acceptance of the Product, it shall (still) be obligated to pay the price of such Product consignment according to the terms and conditions of the Agreement, and the Product shall be considered accepted by the Buyer in full.

11.6. If the Buyer delays payment for the Product, the Seller may suspend delivery under the Agreement and/or suspend shipment of the next consignment of the Product until receipt of the payment in full, as well as compensation of all damages and other payments in accordance with the Agreement.

11.7. If the Buyer delays payment more than twice during the term of the Agreement, the Seller may unilaterally change payment terms of the Agreement by giving a written notice to the Buyer with the immediate effect and ship the next Product consignment only after the receipt of the full prepayment.

11.8. Should the Seller have any monetary claims against the Buyer under the Agreement, the Seller may satisfy these claims at the expense of the Product payment, secure payment, guarantee payment, deposit payment and/or other payment with a similar purpose made by the Buyer to the Seller. In this case, the Seller shall send the Buyer via e-mail the reconciliation act listing the results of conducted operations (e.g. quantity of delivered products, financial data etc.). The Buyer shall not later than 3 (three) business days after the receipt of the reconciliation act submit the scanned copy of the reconciliation act signed on its behalf (if necessary, indicating its comments in case of discrepancies). Thereafter, the Parties shall exchange original copies of the signed documents on the terms stipulated in the Agreement. If the Buyer fails to provide a scanned copy of the reconciliation act under this Clause 11.8, the reconciliation act shall be deemed accepted by the Buyer in full without comments and signed by

the Buyer. Upon request of the Seller, the Parties shall conduct verification, in accordance with the procedures stipulated in this Clause 11.8, on a monthly basis.

11.9. If the Buyer delays payment, the Seller may extend the period of delivery of the Product by the period of such delay or suspend delivery until the Seller receives full repayment of debt by the Buyer. If the Buyer delays payment by more than 20 (twenty) calendar days, the Seller may terminate unilaterally the Agreement by giving a written notice to the Buyer with the immediate effect (without the Buyer being entitled to damages or compensation).

11.10. The Buyer shall indemnify, save and hold harmless the Seller against any penalty imposed upon the Seller by the state bodies of Ukraine if such penalty is directly related to the Buyer's breach of its obligations under the GTC and/or the Agreement, for example, in case of the Seller's violation of the Ukrainian legislation in the field of currency control. Such penalties shall be indemnified by the Buyer in full on the basis of the relevant claim from the Seller within 10 (ten) business days from the date of receipt of such claim. If the Buyer fails to pay the compensation, stipulated in this Clause 11.10, within 10 (ten) business days from the date of the receipt of the Seller's claim, the Buyer shall pay the liquidated damages, calculated as the surplus of the number of days of the delay in payment of the compensation and 0.3% of the amount of the late compensation, without prejudice to any other rights of Seller under the law, any Agreement, these GTC or otherwise (including but not limited to the right to claims specific performance and compensation of any damage that exceeds the amount of those liquidated damages).

11.11. The Seller shall not be liable for any technical failures in the operation of a shipping line or port, the queues and the like that affect the ability of the Buyer to ensure the unloading of the container. However, the Seller shall assist the Buyer in addressing such failures by all reasonable means.

11.12. Without prejudice to each Parties' right to otherwise claim damages under the Agreement, the liquidated damages contemplated in Clauses 11.4 and 11.10 shall be capped at 50% of the price of the non-delivered Product, and/or 50% of the unpaid invoice (or part thereof) respectively.

11.13. For the avoidance of doubt, unless otherwise agreed or explicitly otherwise provided for in any Agreement or these GTC, the Seller shall not be liable to the Buyer for any indirect or consequential damages, on any basis whatsoever, including but not limited to lost profits, missed savings, missed opportunities, penalties forfeited or fines imposed, and lost or damaged data and any damage in relation to claims or actions of any third parties with respect to the Product, such as claims or actions from customers of the Buyer or any end-customers, consumers or consumer associations.

11.14. Without prejudice to any other rights of the Seller under the law, any Agreement, these GTC or otherwise, the Buyer shall save, hold harmless of Product and indemnify the Seller from and against any third party claims arising from or in relation to any Product, Agreement, these GTC or otherwise.

11.15. Nothing in any Agreement or in these GTC is intended to exclude or limit any liability resulting from gross negligence or willful misconduct of the Parties executive management.

12. APPLICABLE LAW AND ARBITRATION

12.1. The Agreement and any ensuing Parties agreements shall be governed by and construed in accordance with the laws of the Netherlands with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

12.2. All disputes, controversies or claims arising out of or in connection with the Agreement and any ensuing Parties agreements, including disputes relating to its formation, validity, interpretation, execution, breach, termination or nullity shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by one arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Vienna, the Republic of Austria. The language of the arbitration proceedings shall be English.

12.3. If a dispute, controversy or claim arises out of or in connection with the Agreement between the Parties that are residents of the same country, Clause 12.2 of the GTC shall not apply to such dispute, controversy or claim and it shall be settled by a competent court or an arbitral tribunal of the country of residence of the Parties, as specified in Agreement.

13. TERM AND TERMINATION OF THE AGREEMENT

13.1. The Agreement shall remain in force and effect during the term agreed by the Parties or until the Parties fully perform their obligations under the Agreement or until terminated pursuant to this Clause 13.

13.2. The Agreement may be terminated by either Party in case of a Force Majeure Event in accordance with Clause 6 of the GTC, by sending a written notice to the other Party at least 5 business days before the scheduled date of termination of the Agreement, without the other Party being entitled to claim any damages or compensation. The termination becomes effective and the Agreement shall be considered terminated on the date specified in the notice.

13.3. The Seller may terminate the Agreement unilaterally by sending a written notice to the Buyer not less than 10 (ten) business days before the scheduled date of termination of the Agreement, without the Buyer being entitled to claim any damages or compensation, in case the Buyer fails to perform or otherwise breaches the Agreement or in case a petition on initiation of bankruptcy or financial recovery procedure of the Buyer is filed with a competent court or the Buyer becomes insolvent, in case of the initiation of dissolution or reorganization of the Buyer or if any similar events occur under any equivalent or similar legislation or if performance under the Agreement becomes illegal for the Seller. The termination becomes effective and the Agreement shall be considered terminated on the date specified in the notice.

13.4. The Seller may terminate the Agreement unilaterally at any time without cause by sending a written notice to the Buyer not less than 30 (thirty) business days before the scheduled date of termination of the Agreement, without the Buyer being entitled to claim any damages or compensation. The termination becomes effective and the Agreement shall be considered terminated on the date of termination, specified in the notice of termination.

13.5. If either Party gives notice of termination of the Agreement according to this Clause 13:

(i) all unpaid invoices issued by the Seller shall (a) be paid by the Buyer within 5 (five) business days from the date of termination of the Agreement under Clause 13.2; or (b) become due immediately after the receipt of the notice of termination by the Buyer if the Agreement is terminated under Clause 13.3; or (c) shall be paid by the Buyer before the date indicated in the notice of termination, if the Agreement is terminated under Clause 13.4; and

(ii) the Seller may refuse all or part of the Buyer's orders received by the Seller after the date of notice of termination and/or, at the Seller's discretion, require the Buyer to pay invoices early or in full prior to shipment.

13.6. Upon the expiration or termination of Agreement for any reason: (a) each Party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and

(b) the Buyer will promptly notify the Seller of all Seller's Confidential Information in the Buyer's possession and, at the expense of the Buyer and in accordance with the Seller's instructions, will promptly return, transfer to the Seller or destroy (at the Seller's option) and keep confidential all such Seller's Confidential Information.

For the avoidance of doubt, the Seller shall not accept any liability whatsoever for any damage and/or loss incurred by the Buyer in relation to the termination of the Agreement, regardless of the reason for such termination or expiration. In particular, the Buyer shall have no claim against the Seller for the payment of any damages, compensation or liabilities of any kind, whether relating to present or prospective loss of profits, loss of goodwill or any similar loss or for expenditures, investments or commitments or otherwise.

14. SURVIVAL

All clauses that would be reasonably expected to survive termination of the Agreement, survive, including but not limited to Clauses 10 (Confidentiality) and 11 (Liability of the Parties).

15. ASSIGNMENT

The Buyer may not assign the Agreement, or any of its rights or transfer any of its obligations under the Agreement to a third party without the Seller's prior written approval. The Seller may assign its rights and transfer its obligations under the Agreement in part or in full to another company of the MHP Group without the Buyer's prior written approval. Otherwise, neither Party shall assign its rights or transfer its obligations under the Agreement (including by operation of law) or otherwise delegate its rights and/or obligations in whole or in part or subcontract any duty or obligation under the Agreement to any third party without the prior written approval of the other Party. This clause shall be enforceable against third parties as referred to in article 3:83 paragraph 2 of the Dutch Civil Code.

16. ENTIRE AGREEMENT

The Agreement supersedes all previous agreements and representations between the Parties with respect to its subject matter. The Seller and the Buyer agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into the Agreement.

17. VARIATIONS AND AMENDMENTS

17.1. The Seller may unilaterally amend the GTC by publishing the amended edition of the GTC on MHP Website and/or by giving a notice to that effect to the Buyer.

17.2. Any amendment to the GTC shall come into effect (i) for all existing Agreements immediately upon notification of such amendments by the Seller to the Buyer; (ii) for all Agreements referring to such amended GTC from the date of such Agreement.

17.3. An Agreement may be amended by mutual agreement of the Parties, except where the unilateral amendment is expressly allowed by these GTC and/or the Agreement. Any amendments to the Agreement shall be made in writing and signed by duly authorized representatives of each Party. All and any amendments shall constitute the integral part of the Agreement.

18. SEVERABILITY

If any provision or a part of any provision of the GTC and/or the Agreement is or becomes illegal, invalid or unenforceable in any respect under any applicable law, the remaining parts of that provision and the remaining provisions of the GTC and/or the Agreement shall not in any way be affected or impaired thereby. The Parties agree to modify or to use all reasonable endeavors to substitute any illegal, invalid or unenforceable provision with a legal, valid or enforceable provision in order to achieve to the greatest extent possible the intended effect of the provision or part of the provision to be modified or replaced.

19. MISCELLANEOUS

19.1. The Parties shall notify each other about changes of their location, address, e-mail address or phone number designated by the Party for the receipt of notices or about changes of their bank details within 3 (three) calendar days of the change by sending a written notice as specified in Clause 7.

19.2. Each Party that has signed the Agreement, warrants that its signatory is fully and irrevocably authorized to sign the Agreement on behalf of such Party.

19.3. At the request of the Seller the Buyer shall provide within reasonable term (however not later than within 1 (one) month after the date of the receipt of the request) all documents confirming legal authority of the person signing the Agreement on behalf of such Party, and tax resident certificate, in the form stipulated by the legislation of the country of the Party requesting such a certificate. The Parties hereby confirm that signing of an Agreement does not require additional approvals/decisions of executive bodies. The Buyer confirms that the information provided by it during the Seller's preliminary due diligence is true and correct. The Buyer confirms that it is a tax resident of the country of its registration. The place of registration shall be determined in accordance with the information indicated in the Agreement and documents provided by the Buyer during the preliminary due diligence.

19.4. In case of any discrepancies between the terms and conditions of the Agreement and the GTC, the terms and conditions of the Agreement shall prevail.

19.5. For the avoidance of doubt, the Seller's rights and remedies under these GTC are not intended to be limited or exhaustive. They are without prejudice to any other rights or remedies of the Seller by virtue of law, any Agreement, these GTC or otherwise.

19.6. Arrangements with or promises by the Seller's representatives or officials shall not bind the Seller, unless these arrangements or promises are confirmed by the Seller in writing.

19.7. In case Agreement is concluded between residents of the United Arab Emirates, the following subclauses shall apply, which shall take precedence, incl. interpretation of the provisions of the GTC:

- the Seller and the Buyer agree that the GTC and the Agreement do not constitute a commercial agency agreement. The Buyer shall in no event register the GTC or the Agreement with the Commercial Agencies Registrar within the Ministry of Foreign Affairs in the United Arab Emirates or any other authority within or outside the United Arab Emirates. In the event of breach of this clause by the Buyer, the Seller shall have the right to terminate the Agreement immediately with notice to the Buyer and seek compensation for damages from the Buyer based on law and equity.

19.8. In case of concluding an Agreement with a resident of Saudi Arabia, the following subclauses shall apply, which shall take precedence, incl. interpretation of the provisions of Clause 11.3 the GTC:

If the Buyer fails to make payment in full in accordance with the terms of the Agreement, the Buyer shall pay a delayed penalty in the amount 0.1% of the delayed payment for each day of delay starting from the day on which payment was due till the actual date of payment provided that the aggregate delayed penalty shall not exceed 10% of the delayed payment, without prejudice to any other rights of Seller under the law, any Agreement, these GTC or otherwise (including but not limited to the right to claims specific performance and compensation of any damage that exceeds the amount of those liquidated damages).

19.9. The legal relationship between the Parties is solely a Buyer-Seller relationship, and nothing in this contract is intended, considered or leads to the creation of an association, partnership, joint venture, principal-agent relationship, franchisee, authorized representative, or employer-employee relationship between the parties or any employees, contractors, agents and representatives of the Seller as defined in any law. Neither the Buyer nor his employees are authorized, and should not have the purpose, to impose obligations on the Seller or his affiliates.