

### 5. INVOICING

MATRIX shall issue the Transport Invoices to "AZERBAIJAN AUTOMOBILES" CJSC just after shipment date of cars at Derince. Invoices shall be first sent to "AZERBAIJAN AUTOMOBILES" CJSC by email as scanned copy, and also the originals shall be sent to address of "AZERBAIJAN AUTOMOBILES" CJSC in Azerbaijan.

#### 6. PAYMENT

"AZERBAIJAN AUTOMOBILES" CJSC shall transfer 100% of freight freight amount to MATRIX Bank Account within 3 days after loading at Derince port.

#### 7. FORCE MAJEURE

In case of occurrence of war, terrorism, rebellion or fire, explosion, acts of god such as earthquake as well as force majeure such as strike and lock-out, which are accepted by the laws and regulations, may not be predictable or be possible to be prevented before and all may constitute obstacle for the performance hereof, MATRIX shall not be hold responsible for failure in performance hereof; however, MATRIX shall promptly inform "AZERBAIJAN AUTOMOBILES" CJSC about the force majeure and prove it with the delivery of the official documents. Any kind of service failed to be offered during this term shall be rendered upon disappearance of the force majeure.

## 8. TERM of AGREEMENT

The term of the hereby contract is valid from 10 May, 2023 until the cars are delivered at Baku.

# 9. NOTICES AND NOTIFICATIONS

The Parties hereby agree and undertake that in case of a change in notification addresses for any reason during the term for this Agreement, notices to be delivered hereunder to their addresses set forth below shall bear all the legal consequences of a valid notification unless they shall thereupon notify the other Party of such change in writing.

## 10. LIABILITY

For non-fulfillment of their obligations in full or partually, irrespective of Agreement for any reason, Parties shall be liable in accordance with the legis Turkey for material damage caused to the other Party as a result of non-fulfillment of obligations.

## 11. EXECUTION of AGREEMENT

This Agreement consisting total 11 (eleven) articles in 2 (two) pages is hereby executed in reciprocal wills of the Parties and without any pressure and insistence, on 10 May, 2023 in 2 (two) counterparts.

MATRIKS LOJISTIK DIŞ TIC. A.Ş.

MATRIKS-LOJISTIK DIS TIC.A.S. Serifali Mevki Nible Sok.No.28 Kat:3-4 Yukarı Dudullu Amraniye / STANBUL Anadolu Kurunlar V.D.: 613,076 7903 Ticaret Stell No.: 527035 "AZERBAIJAN AUTOMOBILES" CJSC

VOLKSWAGEN
AZERBAIJAN

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Ohmdar Cemin\*\*