**AGREEMENT No.**

**Nikopol**  **"\_\_\_\_" \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2015**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_" hereinafter referred to as the **"SUPPLIER"** represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the one hand, and

**CENTRAVIS PRODUCTION UKRAINE PRIVATE JOINT STOCK COMPANY** hereinafter referred to as the **"BUYER"** represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other hand (hereinafter – the Parties) have concluded this Agreement as follows:

**1. SUBJECT OF THE AGREEMENT**

1.1. On the terms set out herein, the SUPPLIER shall transfer to the BUYER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the Goods, in quantity and nomenclature specified in the relevant Specifications and the BUYER shall accept and pay for these Goods under the terms provided hereby.

12. The manufacturer of the Goods shall be mandatory specified in the relevant specification by the SUPPLIER (or by providing any other document).

**2. PRICING AND PAYMENT PROCEDURE**

2.1. Price, quantity, range and total value of the Goods specified in relevant Specifications constitute an integral part hereof.

2.2. The total amount hereof is determined in accordance with the related Specifications and is approximately \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_ UAH. (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Hryvnyas \_\_\_\_ kop.) including VAT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_ UAH (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ kop.).

2.3. Settlements between the BUYER and the SUPPLIER shall be based on the SUPPLIER’s accounts in the national currency of Ukraine by transferring funds to the current account of the SUPPLIER as follows:

- 100% payment delay within \_\_\_\_\_\_\_\_ calendar days from the Goods delivery and transfer to the BUYER of duly executed documents in accordance with paragraphs 3.3 and 3.4 hereof.

The invoice shall mandatory contain the reference to the date and number hereof in addition to the date and number of the relevant Specifications.

2.4. Both the SUPPLIER and the BUYER are the income tax payers on a common basis.

**3. DELIVERY TERMS**

3.1. Delivery terms – DAP Nikopol, BUYER'S warehouse (Incoterms 2010, ICC Publication No. 715) unless otherwise is specified by the relevant Specification.

3.2. Time of delivery is specified in the relevant Specifications.

3.3. The SUPPLIER shall provide the BUYER with originals (unless otherwise is specified) of the following documents as a set with the Goods:

3.3.1. Bill of lading or other document confirming the Goods delivery. If the Goods are received by the Buyer ex works, the documents according hereto shall not be provided.

3.3.2. Delivery Note.

3.3.3. Invoice

3.3.4. Quality Certificate or other document confirming the quality of the Goods;

3.3.5. Passport for the Goods and / or operation manual or other document which contains a description / procedure / rules of operation / usage of the Goods;

3.3.6. If supplied Goods were previously imported to Ukraine the copy of Import Customs Declaration shall be provided.

Tax invoice shall be provided to the BUYER under the terms and in accordance with the applicable tax laws of Ukraine.

Bill of lading and delivery note shall mandatory include the references to the date and number hereof as well as the date and number of the relevant Specification.

3.4. All documents in paper form referred to in par. 3.3 hereof shall be certified with the seal and signature of the SUPPLIER’s authorized representative.

3.5. The Quality of the Goods supplied shall comply with the terms hereof and be confirmed with the documents referred to in 3.3.4 hereof.

3.6. The risk of accidental destruction or accidental damage of the Goods shall pass to the BUYER from the date of the Goods transfer.

**4. DELIVERY AND ACCEPTANCE OF THE GOODS**

4.1. Delivery and acceptance of the Goods is carried out as follows:

by quantity - according to the Specification and bill of lading for the Goods transferred;

by quality - according to the documents referred to in par. 3 hereof.

4.2. Acceptance of the Goods by quantity shall be performed by the BUYER according to the Regulation "[On the Order of Technical Products & Consumer Goods](http://www.multitran.ru/c/m.exe?t=6554894_1_2&s1=%CE%20%EF%EE%F0%FF%E4%EA%E5%20%EF%F0%E8%B8%EC%EA%E8%20%EF%F0%EE%E4%F3%EA%F6%E8%E8%20%EF%F0%EE%E8%E7%E2%EE%E4%F1%F2%E2%E5%ED%ED%EE-%F2%E5%F5%ED%E8%F7%E5%F1%EA%EE%E3%EE%20%ED%E0%E7%ED%E0%F7%E5%ED%E8%FF%20%E8%20%F2%EE%E2%E0%F0%EE%E2%20%ED%E0%F0%EE%E4%ED%EE%E3%EE%20%EF%EE%F2%F0%E5%E1%EB%E5%ED%E8%FF%20%EF%EE%20%EA%EE%EB%E8%F7%E5%F1%F2%E2%F3) Acceptance by Quantity" (approved by the State Arbitration under the USSA Council of Ministers No. П-6 dd. 15.06.1965 with amendments and supplements).

Acceptance of Goods by quality shall be performed by the BUYER according to the Regulation "[On the Order of Technical Products & Consumer Goods](http://www.multitran.ru/c/m.exe?t=6554894_1_2&s1=%CE%20%EF%EE%F0%FF%E4%EA%E5%20%EF%F0%E8%B8%EC%EA%E8%20%EF%F0%EE%E4%F3%EA%F6%E8%E8%20%EF%F0%EE%E8%E7%E2%EE%E4%F1%F2%E2%E5%ED%ED%EE-%F2%E5%F5%ED%E8%F7%E5%F1%EA%EE%E3%EE%20%ED%E0%E7%ED%E0%F7%E5%ED%E8%FF%20%E8%20%F2%EE%E2%E0%F0%EE%E2%20%ED%E0%F0%EE%E4%ED%EE%E3%EE%20%EF%EE%F2%F0%E5%E1%EB%E5%ED%E8%FF%20%EF%EE%20%EA%EE%EB%E8%F7%E5%F1%F2%E2%F3) Acceptance by Quality" (approved by State Arbitration under the USSA Council of Ministers No. П-7 dd. 25.04.1966 with amendments and supplements).

The Parties have agreed that the BUYER has the right to immediately and individually draw up the Acts of the Goods Acceptance by quality / quantity / completeness (due to the absence of Field Quality Inspection or Bureau of Commodity Inspection in Nikopol).

The above instructions shall only be applicable to the extent that does not contradict to the current legislation of Ukraine.

4.3. The warranty period for the supplied Goods is 12 months from the date of delivery unless a longer period is specified in the passport (or other document for the Goods).

4.4. The Parties have agreed that any defect detected during the acceptance of the Goods and / or its usage is a significant violation of the requirements to the Goods quality and entails the consequences provided by paragraphs 4.5 and 5.3 hereof.

4.5. In the case of inadequate quality of the Goods supplied (or detection of the Goods defects during the warranty period), the BUYER has the right to:

- terminate the Agreement (in the part of inadequate Goods quality) and demand the return of the amount paid for these Products;

or

- require the Supplier to replace the Goods of inadequate quality for the high quality Goods;

or

- require elimination of the Goods defects.

Thus, in case of delivery of defective Goods (or detection of the Goods defect during the warranty period) the BUYER retains other rights stipulated by the current legislation of Ukraine.

4.6. The SUPPLIER agrees to notify the BUYER within ten (10) and three (3) calendar days prior to the Goods delivery according to the relevant Specification on the readiness (non-readiness) to deliver the Goods in time. Proper notice is considered to be a written notice sent by e-mail to the following address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**5. RESPONSIBILITY OF THE PARTIES**

5.1. The Parties are financially liable for any failure to perform their obligations here under in accordance with the current legislation of Ukraine.

5.2. In case of delay in delivery for more than 5 calendar days, the SUPPLIER shall pay to the BUYER a penalty in the amount of 20% of total value of the Goods not delivered in time. In case of violation of delivery terms due to the SUPPLIER’s fault for more than 15 calendar days from the date agreed by the Parties in the relevant Specifications, the BUYER has the right to withdraw from the Agreement (in part of the Goods not delivered in time) and the SUPPLIER is obliged to pay to the BUYER a penalty in the amount of 10% of total value of the Goods not delivered in time.

5.3. In case of defective Goods delivery, the SUPPLIER shall pay to the BUYER a penalty in the amount of 10% of total value of these Goods. In case of warranty replacement delay – the SUPPLIER shall pay to the BUYER a penalty in the amount of 10% of total value of these Goods.

In case of other violations hereof the SUPPLIER shall pay a penalty in the size of 5% of the amount indicated in the relevant Specification for each violation.

5.4. According to paragraphs 4.5, 5.2, 5.3 and 5.7 hereof, the funds shall be transferred by the SUPPLIER within 5 working days from the date of the relevant BUYER’s application (claim). In case of non-compliance with the specified term, the SUPPLIER shall pay to the BUYER the interest for the use of funds at the rate of 40% per annum of the overdue amount.

5.5. In case of payment delay for more than 5 days, the BUYER shall pay to the SUPPLIER a penalty in the size of 0.05% of overdue amount.

5.6. Payment of the penalty does not release the responsible Party from fulfillment of its contractual obligations.

The action limitation period shall be two years for claims arising from the delivery of defective Goods as well as for fines and penalties withdrawal.

5.7. The Parties shall ensure the compliance with current tax legislation in the course of implementation of business operations hereunder.

5.7.1. The Parties undertake to response to requests from regulatory authorities, including State Tax Administration and tax offices of all levels, MIA and Prosecutor's Office related to conclusion, performance and termination hereof no later than within five working days since their receipt.

5.7.2. The SUPPLIER undertakes to submit the Tax Invoice for the BUYER’s verification in M.E.Doc IS Program at the date of this Tax Invoice execution. The BUYER undertakes to verify and confirm its correctness in M.E.Doc IS Program within 3 days since the Tax Invoice receipt (the day of receipt is not included). Upon the BUYER’s confirmation of the Tax Invoice correctness (or the BUYER’s failure to send this confirmation in the term specified herein), the SUPPLIER shall register this Tax Invoice in the Unified Register of tax invoices within seven (7) calendar days since its issue.

If the SUPPLIER:

- failed to provide the BUYER with the Tax Invoice for verification, the SUPPLIER shall pay penalties in the size of 5% of the tax credit amount under this Tax Invoice;

- registered in the Unified Register of Tax Invoices the document which differs from that confirmed by the BUYER, the SUPPLIER shall pay a penalty in the size of 5% of the tax credit amount under this Tax Invoice;

- failed to register the Tax Invoice in the Unified Register of Tax Invoices according hereto or applicable legislation, the SUPPLIER shall pay to the BUYER a penalty at the rate equal to the tax credit amount which was supposed to be paid according to this Tax Invoice

5.7.3. The Annex 1 “Calculation of VAT amount adjustment under the VAT Tax Declaration” and Annex 5 “Interpretation of tax liabilities and tax credit in the context of contractors” shall be sent by the SUPPLIER to the BUYER’s email ([nds@centravis.com](mailto:nds@centravis.com)) not later than the 15th day of the month following the accounting month for reconciliation of the BUYER’s tax credit and the SUPPLIER’s tax liability (specified Annexes shall be provided to the BUYER only in the context of cooperation between the BUYER and the SUPPLIER).

In case of any discrepancies, the SUPPLIER shall submit the “Detailed calculation of VAT tax liabilities due to corrections of errors detected” and clarifying Annex No.5 as well as send the relevant amendments/adjustments to the Tax Service at the place of its tax registration within one working day.

In case of the SUPPLIER’s failure to provide the above documents, perform verification (in case of any discrepancies), provide corrective documents and/or any violation of par.5.7.2 and / or in case of budget non-refund of VAT in accordance with the last paragraph of this section, the BUYER has the right to suspend payments in favor of the SUPPLIER (until implementation of all the required procedures or receipt budget VAT non-refund).

In case of failure (refuse) to refund the budget VAT amounts to the BUYER due to the SUPPLIER’s (its contractors) actions (omission), the SUPPLIER shall pay penalties in the size of non-refund amount.

In the event of subsequent compensation of value added tax, the SUPPLIER shall return to the BUYER the last paid penalty (in respect of such non-refund) within 10 days.

5.8. In case of the SUPPLIER’s failure to comply with par. 4.6 hereof, the SUPPLIER shall pay to the BUYER a penalty in the size of 5% of the amount indicated in the relevant Specification for each case of violation

**6. FORCE MAJEURE**

6.1. The Parties shall be released from the responsibility for partial or complete non-performance or improper performance of the obligations hereunder if this non-performance was caused by force majeure circumstances.

6.2. Force majeure circumstances hereunder shall be any circumstances of external nature occurred neither due to the fault of the Parties nor by their will or against their will or desire, which could not be prevented or avoided and which directly affect the performance of Parties' obligations hereunder and clearly interfere with the proper performance or makes it impossible to fulfill their obligations.

6.3. The Party which is not able to properly fulfill its obligations hereunder as a result of force majeure shall notify the other Party on the existing obstacles in the performance of its obligations hereunder.

6.4. The existence of force majeure shall be validated by the competent authority.

**7. DISPUTES SETTLEMENT PROCEDURE**

7.1. All disputes arising hereunder shall be settled by the Parties by means of negotiations.

7.2. If the Parties cannot agree by negotiations, the disputes shall be resolved by the Commercial Court in accordance with the current legislation of Ukraine.

**8. SUPPLEMENTARY TERMS**

8.1. This Agreement is made in two copies having equal legal force, one for each Party.

8.2. The terms hereof may be amended by mutual consent of the Parties with the mandatory drafting of a written document (except as required hereby and by the applicable legislation of Ukraine).

8.3. The Parties agreed that the documents transmitted by fax and signed by both parties are valid and have a legal effect. The original documents shall be submitted within 10 working days from the date of transfer of appropriate fax message.

8.4. Upon signing hereof, all negotiations, correspondence, previous agreements and letters related hereto and preceding conclusion hereof shall be void.

8.5. Individuals signed this Agreement on behalf of the BUYER and the SUPPLIER thereby provide their consent to the BUYER and SUPPLIER, respectively, to processing of their personal data obtained in connection with signing and execution hereof to the extent as specified herein and for the purposes hereof. Individuals who signed this Agreement thereby confirm their awareness on entering their data to the relevant personal databases of the SUPPLIER and the BUYER as well as their rights stipulated by the Law of Ukraine “On the personal data protection”.

8.6. The Parties representatives who signed this Agreement thereby confirm that the Parties hereof are entitled to conclude this Agreement according to the legislation of Ukraine and its conclusion comply with the Parties intention based on the understanding of the subject and all other terms hereof and consequences of its implementation (both legal and in-kind).

8.7. The Parties representatives who signed this Agreement thereby confirm that the Parties hereof have the status of legal entities acquired in a manner prescribed by the law, recorded in the Unified State Register of Enterprises and Organizations of Ukraine, were registered as tax and fees payers in the competent authorities, recorded in the Register of Value Added Tax Payers, were provided with the VAT Payer Certificate (if this obligation is imposed on the Parties in accordance with the applicable law), are not in the process of liquidation or reorganization as well as

bankruptcy proceedings were not initiated in their respect.

8.8. The Parties undertake to notify each other in time on changes in the actual addresses and location, bank details, tax status as well as on all the other changes that may affect the implementation hereof and performance of their obligations.

8.9. In all that is not regulated hereby the Parties shall be governed by the laws of Ukraine.

**9. VALIDITY PERIOD**

9.1. This Agreement shall enter into force upon signing by the Parties and shall be valid until 31 December 2016 inclusive. The expiration hereof shall not release the Parties from the obligations relating to payment, warranty and claim requirements and / or other liabilities arising from this Agreement and / or in connection with its termination (in any its Part).

**10. LOCATION AND BANK DETAILS OF THE PARTIES**

**"SUPPLIER"**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**"BUYER"**

CENTRAVIS PRODUCTION UKRAINE PJSC

56 Trubnikov Av., Nikopol, Dnipropetrovsk region,

53201, Ukraine

EDRPOU code 30926946

c/c No. 26004011054888 in Ukrsotsbank PJSC

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