

# GENERAL TERMS AND CONDITIONS («GTC») OF MHP FOOD TRADING LLC PURCHASING

*Version – September 1, 2022*

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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 purchases the products, goods and services, 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 Seller 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 are an integral part of the General Terms and Conditions, published on MHP Website. The Terms are always an integral part of the Agreement (as defined below).

**"Agreement"** means:

- any agreement or Agreement signed by the parties, an additional agreement to it or other annexes to it;
  - Sales Confirmation or a commercial invoice, issued in accordance with this GTC for the performance of an agreement or Agreement signed by the parties, and without a separate Agreement or agreement signed by the parties;
- pursuant to which the relationships arise between the Parties regarding the delivery of Goods and/or Services and other related relationships, as well as all Annexes, and any variations or amendments to the foregoing, all of which are incorporated into and are an integral part of the Agreement.

**"Original of Agreement/document"** means the agreement and any document signed in handwritten on paper or an electronic document in pdf format signed in an acceptable way:

- signed with an electronic digital signature in accordance with the legislation of the Producer's country of origin (for documents accompanying the Products at customs clearance in the Producer's country of origin);
- signed with the electronic signatures created using the services DocuSign, DocHub, HelloSign, SignNow, Adobe, SAP Signature Management by DocuSign or other (for Agreements, annexes to them and any documents, except for documents accompanying the Product at customs clearance of Product in the Producer's country of origin).

The originals of the documents may be drawn up in one or more analogues, each of which is the original, and they all together constitute the same document. Delivery of the relevant document by sending in accordance with subclause 1) of the clause 7.2. of this GTC for documents signed by hand and by attachment to the notice in accordance with subclause 2) and / or subclause 3) of the clause 7.2. of this GTC for electronic documents is an acceptable method of delivery for the parties. Buyer agrees to receive electronic documents through an electronic system created and maintained by Seller or a third party designated by Seller.

The Buyer has the right to demand the sending of the original documents, signed personally in paper form before the signing of the Agreement, including registration of the confirmation of sale or confirmation of the prepayment invoice of the Seller according to clause 2.2. of this GTC. In the absence of such a requirement from the Buyer until the above moment, the Buyer assumes all risks for documents signed in a format other than a handwritten signature on paper.

**"Copy of the Agreement / Document"** means scanned or photocopies of any documents related to the Agreement (including the Agreement itself and its annexes) and originally signed in handwritten on paper. Copies of documents have the force of originals until the originals of such documents are received in accordance with subclause 1) of clause 7.2. of this GTC. Delivery of the corresponding copy of the document by attachment to the message according to subclause 2) and / or subclause 3) of the clause 7.2. of this GTC for electronic documents is an acceptable method of delivery for the parties.

**"MHP Group"** shall mean both together and separately, MHP SE, the parent company of MHP Group, *societas europaea*, having its registered office at 16-18 Zinas Kanther Street, Ayia Triada, 3035, Limassol, Cyprus, and registration number SE 27, as well as all its Subsidiaries, both individually and jointly.

**"Subsidiary Company"** or **"Subsidiary"** means any company or partnership in which MHP owns or controls from time to time either or both directly or indirectly the voting rights attached to not less than 50% of the issued ordinary share capital, or controls directly or indirectly the appointment of a majority of the board.

**"MHP"** or **"Buyer"** means MHP Food Trading, having its registered office at UNITED ARAB EMIRATES, one By Omniyat, Office 1704, Business Bay, Dubai, PO Box 51085, as Buyer, incl. Customer for services, or any company of the MHP Group 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.

**"Seller"** means a legal entity, incl. Contractor for services, that enters into an Agreement with MHP.

**"Goods"** means goods, products and/or services, which are specified in the Agreement. The phrase "provision of services" in GTC is included during using phrases "sale of goods" and/or "supply of goods". The provisions of the terms with the phrases "delivery / replacement of the Goods", "elimination of defects in the Goods" are similarly applied to the Services and elimination of defects in them.

**"Terms of Reference"** means a document drawn up and approved by the parties for Goods specifying quality requirements to each particular type of the Goods, inter alia legislative requirement for the Goods safety as well as allowed and not allowed Goods defects.

**"MHP Website"** means link: link <https://www.qualikoglobal.com/partners/>

**"The e-mail address and the phone number, designated by the Party for the receipt of notices"** shall be specified in the Agreement.

1.2. All other terms shall have the meaning as ascribed thereto in the relevant Agreements. All definitions of time and calendar or working days according to the text of the GTC are specified as valid on the territory of the Buyer's country of registration.

## **2. THE SUBJECT OF THE AGREEMENT**

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

2.2. The range, quantity, term of delivery and price of the Goods shall be specified in the Agreement and/or its Annexes.

### 3. THE GOODS PRICE AND THE VALUE OF THE AGREEMENT. THE TERMS OF PAYMENT

3.1. The Buyer shall pay to the Seller the price for the Goods according to the price specified in the Agreement and fixed in the currency indicated in the Agreement. The prices will remain firm over the total period of execution of the Agreement and cannot be changed. 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. Payments shall be made in accordance with the terms and requisites specified in the Agreement.

3.3. The day of payment is the date of the write-off of funds from the Buyer's bank account.

3.4. All bank charges related to transfer of payments under the present Agreement in the Buyer's country shall be paid by the Buyer and all the charges in the Seller's country shall be paid by the Seller

3.5. In case of a delay in payment due to the financial monitoring of the bank, including but not limited to the reason of the discrepancy between the Seller's country of registration and the country of the Seller's bank, the Parties herein acknowledge, that such delays of receipt of payments to the Seller's account are beyond the Parties' control and do not cause the Buyer's default and/or any liability for delay in payment. Herewith, in order to eliminate the causes of the delay in payment, the Parties take all actions depending on them, including the provision of the bank account acceptable to the Buyer.

3.6. Payments may be made by a third party with the consent of the Buyer. Such a third party - the payer shall comply with the provisions of Section 8 of the GTC. A payer change notification shall be submitted by the Buyer in writing on an official letterhead in English or translated into English with obligatory indication of the bank details of the third party, the payer.

3.7. On its own initiative, the Buyer may send the Seller via e-mail the reconciliation act listing the results of conducted operations (e.g., quantity of delivered products, financial data etc.). The Seller shall not later than 3 (three) working 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).

If the Seller fails to provide a scanned copy of the reconciliation act under this clause 3.7, the reconciliation act shall be deemed accepted by the Buyer in full without comments and signed by the Seller. Upon request of the Seller, the Parties shall conduct verification, in accordance with the procedures stipulated in this clause 3.7, on a monthly basis.

3.8. The Seller (Contractor) shall provide the the Buyer (Customer) with the following documents upon completion of the provision of services and/or performance of work for approval and signature: two copies of the Act of acceptance regarding the services provided or the work performed, signed by an authorized person and sealed with the seal of the Seller (Contractor), drawn up in accordance with the requirements of the law country of registration of the Buyer.

### 4. DELIVERY TERMS AND CONDITIONS, ACCEPTANCE OF THE GOODS AND WARRANTY

4.1. Delivery of the Goods shall be made on terms and according to Incoterms delivery basis specified in the Agreement. The provisions of the Agreement on the transfer of ownership do not affect the validity of the provisions on transfer of risks according to Incoterms.

4.2. The range, quantity, price and delivery terms of the Goods, other conditions ("**Delivery Terms**") are agreed by the Parties in the Agreement and may be additionally agreed by the Parties by e-mail.

4.3. Part shipments and early (preliminary) deliveries of the Goods shall be acceptable after receipt of written Buyer's consent. One item of the specification must be delivered simultaneously, unless the Agreement expressly states otherwise.

4.4. In case of delay of delivery irrespective of the reasons for delay, the Seller shall immediately inform the Buyer in writing.

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.

The Seller undertakes to supply Goods free from any legal encumbrance either public or private, preventing further title transfer for the Goods to the Buyers. In the event of:

- (i) inability for the Seller and/or any of its supplier(s) to clear the Goods for export; and/or
- (ii) arrest(s) of the Goods, either state or private, preventing title transfer for the Goods to the Buyer;
- (iii) other public detention of the Goods,

The Buyer shall be entitled to postpone any of its respective payments due until the Goods:

- (i) become free from any encumbrance (either state or private); and
- (ii) are custom cleared for export, whereas respective customs declaration on export is presented to the Buyer; and
- (iii) shipped on customary territory of Ukraine.

Such postponement of the payment(s) shall not be considered as Buyer's violation or default of the Agreement.

In the event of any said detention imposed on Goods, subject to delivery under Agreement's provisions, preventing the Seller to fulfill customs clearance procedures or preventing the actual import of the Goods, or if the Seller doesn't clear the Goods for export due to any other grounds, the Seller bears a liability to carry out in a timely manner Buyers discretionary demand, concerning either

- replacement of separate detained parcel with another parcel of Goods of the same quantity, characteristics and quality, or
- reimbursement of payments, previously effected by the Buyer under the Agreement, corresponding to the value of the detained consignment of the Goods or consignment of Goods which have been not cleared for export or could not be exported. Both due within 10 calendar days upon respective Buyer's written notice being received by the Seller and appropriate additional agreement to this Agreement is signed.

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. All customs duties, other duties, taxes and expenses related to signing and fulfilment of this Agreement in the Buyer country shall be paid by the Buyer. Equivalent customs duties, other duties, taxes and expenses related to signing and fulfilment of this Agreement in the Seller country shall be paid by the Seller unless Ukrainian legislation or/and Agreement provides otherwise.

4.8. Type of packaging for Goods manufactured in the European Union (EU): a package that meets EU standards and rules related the cargo safety. Package of Goods shall ensure preservation of the Goods during transportation, loading and unloading under normal circumstances. Failure to meet this condition shall be treated as supply of deficient Goods. Packing wooden materials shall be subject to quarantine control as a material that accompanies the Goods and shall be snagged, thermally modified or decontaminated, as well as labelled at each of the two opposite parties pursuant to the phytosanitary requirements under ISPM standard 15.

4.9. The representative of the Buyer is entitled to check the quantity and physical appearance of the Goods 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 Goods and to check the integrity of the packaging/box without unpacking the Goods.

4.10. Quality of the supplied Goods shall be fully compliant with conditions of Agreement. The Seller warrants that it has all rights and powers to deliver the Goods, and that the fulfilment of its obligations under this Agreement does not infringe Seller's obligations before any third parties. The seller also confirms that the Buyer shall have the right to use the Goods (including their operation) before transfer of the title from the Seller to the Buyer. Shall any third party file a claim to the Buyer in respect to the ownership over the Goods before transfer of the title, such claims will be taken over by the Seller at its own expense. The Seller warrants that there are no encumbrances on the Goods, including prohibition to sell or seizure; the Goods are not subject to pledge or not used otherwise as a means of securing obligations before third parties.

4.11. Final acceptance of Goods shall be made according to the terms of the Agreement.

4.12. The Seller shall provide a warranty for Goods for the period specified in the Agreement. In the absence of such a period in the Agreement, it is 12 calendar months from the date of transfer of ownership of the Goods to the Buyer. During the warranty period the Seller shall guarantee uninterrupted operation of Goods and fulfilment of guarantees related to capacity efficiency and other parameters agreed by the Parties. The warranty shall not cover easy warn-out parts of the Goods provided such exclusion from the warranty and the list of easy warn-out parts is prescribed by the specification for the Goods.

4.13. In case of non-compliance of the Goods and / or additional services with the terms of the Agreement, incl. in the event of such discrepancies during the warranty period, the Buyer notifies the Seller by e-mail to send a representative. In the absence of a response from the Seller and / or failure to send a representative within 5 working days from the date of notification by the Buyer, the Buyer draws up an act of disagreement, which is a sufficient basis for requesting delivery / replacement of non-conforming Goods, entirely at the Seller's expense.

If the Seller's representative arrived and during the preparation of the Act of Disagreement between the Representatives of the Seller and the Buyer there were contradictions regarding the compliance of the Goods with the terms of the Agreement, which cannot be resolved within 10 (ten) working days from their appearance unless the parties have agreed otherwise, in this case, the final acceptance of the Goods are carried out with the involvement of an independent expert company SGS Ukraine or the CCI of Ukraine, or another independent expert company, if the Parties agree upon signing the Agreement.

The opinion of an expert or CCI of Ukraine is binding on both Parties. All costs associated with the involvement of an expert shall be borne by the guilty Party. Unless the parties have agreed otherwise The report on discrepancies which is the basis for additional delivery/replacement of not corresponding Goods, fully for the expense of the Seller. The additional delivery/replacement of the Goods should not be later, then where reasonable in fifteen (15) calendar days, after the drawing up the report on discrepancies, unless otherwise agreed by the parties to the Agreement. The Seller shall be obliged to compensate additional customs, transportation and other expenses of the Buyer resulted from non-delivery of the Goods (including customs expenses) and additional shipment/replacement provided hereunder within 15 (fifteen) banking days after receipt of a respective written claim from the Buyer. After elimination of the defect in a part of the Goods, the Seller is responsible for defects in the delivered spare or the same repaired product parts under the same conditions as and for the originally delivered Product.

4.14. If Agreement describes the performance of Goods after installation this means that Seller gives guarantee that the performance shall be realized during exploitation.

If the performance guarantee isn't fulfilled the Buyer gets the right to return Goods to the Seller on the basis FCA Ukraine (place of installation) after all payment for these Goods have been returned by the Seller to the Buyer.

4.15. The Seller must compensate the Buyer for losses incurred as a result of the disposal of substandard goods if their return to the Seller is impossible. In addition, the Seller is solely responsible for the quality of the Goods to third parties during its warranty period. In case of claims against the Buyer from third parties, he is obliged to settle them independently or to compensate the Buyer for losses in case of satisfaction of such claims by the Buyer.

## 5. SHIPPING DOCUMENTS FOR THE GOODS

5.1. The list of documents to be provided by the Seller to the Buyer

- depending on the basis of delivery, in 1 original the consignment note (international transport consignment note / air waybill) and the export customs declaration (in 1 attest copy by Seller) or bill of lading with the marks: "Shipped on Board", "Freight Prepaid" (in 1 original)
- Invoice (in 4 originals)
- Packing list (in 4 originals)
- Insurance policy for CIF/CIP (in 1 original)
- Certificate of quality (analysis) (in 2 originals)
- Certificate of origin (in 1 original)
- for the supply of goods from the European Union (EU) EUR.1 certificate (in 1 original) or authorization number of the Supplier as an approved exporter in his country of registration, specified in the invoice, as well as the export declaration (EX-1).
- Certificate of origin, which confirms the country of origin of the goods.
- for equipment a manufacturer's declaration (if a European Union (EU) manufacturer declares compliance with the requirements of Directive 2006/42 / EC of the European Parliament and of the EU Council of 17 May 2006) - in 1 original

Another list and / or number of documents at the request of the Buyer.

Unless otherwise agreed by the Parties in the Agreement, the above list of accompanying documents applies to all deliveries of the Goods.

Originals of stipulated documents must follow with each lot of the Goods, on each transport vehicle.

5.2. The documents shall be executed in English. Any other language required should be specified in the Agreement. In case of inaccuracy or mistakes in the documents, the Seller shall compensate Buyer all expenses that resulted from such inaccurate information based on the supporting documents.

5.3. The Seller shall provide the Buyer by e-mail with the draft documents for its approval 10 (ten) business days before the date of loading into vehicles or containers of the respective Goods 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. The Seller shall properly address the comments and redraft documents within 1 (one) business day following the date of receipt of the comments from the Buyer and shall repeatedly send redrafted documents to the Buyer. The Seller shall have no right to commence shipment of the Goods without Buyer's written confirmation on the accuracy of the documents. In case the Seller fails to correct the documents in accordance with the Buyer's comments and completes loading of Goods without confirmation of documents by the Buyer, the Seller shall indemnify the Buyer against all losses and expenditures resulted from inaccurate documents. After receipt of approval from the Buyer, the Seller shall prepare original documents.

5.5. On the dispatch date the Seller shall send the Buyer via e-mail copies of completed documents which will accompany the Goods. In case the Buyer discovers inaccuracy or mistakes in the documents prepared by the Seller, the latter shall be responsible for rectification of the deficiencies, as well as to ensure that transport vehicles are provided with correct supporting documents before the Goods arrive at the Ukrainian border.

5.6. The Seller shall provide the Buyer 60 (sixty) calendar days prior to the date of loading into the Vehicles or Containers of the respective consignment of equipment with necessary technical documentation for the equipment (passports, quality certificates, etc.); such documentation shall contain sufficient information for the proper operation of Goods and to ensure identification by the Ukrainian customs bodies, including tables with technical data and operating manual, including name, pictures or drawings, loading gauge, technical features, materials composition, country of origin, producer's name and trademark principle of preparation, general description of Goods and area of use, etc.

5.7. The Seller shall indicate in the documents (packing lists) that accompany each shipment respective specifications of package materials, as well as weight of each type thereof.

5.8. The Seller shall indicate in the documents (packing lists) that accompany each shipment a separate breakdown of netto and brutto per each Goods item in accordance with Annexes hereto.

5.9. In case the Goods were produced by a third party – not the Seller (including its subcontractor) – the Seller shall upon Buyer's request provide Buyer with documents that shall be sufficient to establish that sale of the Goods does not infringe rights of third parties and applicable legislative requirements, including legislation on protection of intellectual property rights. Such documents shall be provided by the Seller within 1 (one) working day following the day of a Buyer's request unless the Parties agreed otherwise.

## **6. FORCE-MAJEURE AND PROHIBITIONS. SUSPENSION OR TERMINATION OF THE AGREEMENT**

6.1. Neither Party will be liable for delay or failure to fulfill its obligations under the Agreement, 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 military 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 country of Party 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 no later than the date of commencement of performance obligation under the Agreement, which such circumstances make impossible, and if the performance has already begun, no later than within 2 (two) working days the date of occurrence of such circumstances. 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. In the event that the Party does not inform or untimely informs the other Party about the onset of the above-mentioned circumstances, as well as in the event that confirmation of force majeure circumstances is not provided within 7 working days from the moment of their occurrence, the Party is not released from its obligations and responsibilities under this Agreement.

6.3. Subject to compliance by the Party, which invokes force majeure Event, clause 6.2. 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, gaining access to it or to the means of communication (including the email of the party's representative), power outages, changes in economic conditions, non-performance of obligations by a counterparty/customer of the Seller and the lack of necessary funds or Goods/property of the Seller, strike and other labor dispute of any Seller's representatives (or its affiliates or their representatives) shall not be a Force Majeure Event within the meaning of this section 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) working 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. Suspension or termination of the Agreement.

The Buyer and/or Seller shall have right to terminate Agreement with immediate effect by given written notice to the other Party in case of occurrence of any of the following events in Ukraine, which resulted from direct or indirect impact of epidemic or pandemic situation and/or war or warlike hostilities or threat of war and/or from prohibitions/restrictions introduced by any body of state or municipal authority of Ukraine or by any legislative, judicial act, in particular in the cases of:

- temporary, full or partial shutdown of offices or facilities belonging to the MHP group of companies and/or third parties, which are directly involved by the Buyer in the execution of this Agreement; and/or

- stoppage of transport connections and/or destruction of existing routes within the supply chain on the territory of Ukraine, which must be used by the Buyer and/or Seller for execution of this this Agreement.

The notice of the Buyer and/or Seller shall be accompanied by the copy of the document evidencing occurrence of the event specified above in this clause. The termination of the Agreement based on this clause does not constitute event of default under the Agreement and neither Party shall be entitled to any penalties or damages as a result of such suspension or termination.

## **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 Parties (their managers, representatives, staff, ultimate beneficial owners (individuals), shareholders) undertake to comply with the Agreement and carry out activities in strict compliance with the principles of legality and transparency, avoiding any offences/ illegal actions in accordance with the highest standards of business ethics and compliance, intolerance fraud, bribery, corruption and money laundering, including their use to finance or support any activity that may violate the above guarantees. Additionally, the Parties guarantee on the date of the Agreement and at any time during the term of validity of the Agreement the absence of:

8.1.1. The violations of laws related to money laundering and terrorist financing, or violations that qualify as fraud, tax evasion or other economic crimes. This condition does not apply to offenses or crimes less than 3 (three) years after the indictment or in case of an availability of amicable settlement, as well as if the Party confirms to the other Party that the allegations are unfounded and there is no verdict of the competent authority of the state.

8.1.2. The sanctions, namely: trade, economic, financial or other I sanctions, rules, embargoes or restrictive measures imposed (including after the date of signing the Agreement) by the body responsible for imposing sanctions. "Sanctions Authority" means the competent authority of the United States, the United Nations, the United Kingdom, the European Union, including its Member States, and Ukraine, the countries of registration of the Parties (including their founders and ultimate beneficial owners (individuals)); any departments of the above-mentioned bodies or governments empowered to impose sanctions in the countries mentioned above.

8.1.3. The residence of the Party (its founders/ ultimate beneficial owners (individuals)/shareholders with a share of more than 10%) in the prohibited territory.

8.1.4. Activities of the Party in the prohibited territory, which means that the Party has no representative offices and/or offices in the prohibited territory, as well as the absence of registered and/or located in the prohibited territory suppliers, buyers, subcontractors, carriers, producers, consignees, other partners of the Party, which are involved in the execution of the Agreement or in the route of payments on it.

«The restricted territory» means any country against which any Sanctions Rules are administered, enacted or enforced by any Sanctions Authority or notwithstanding existence of abovementioned Sanctions Rules restricted territories include the Russian Federation, the Republic of Belarus, Iran, Syria, Cuba, North Korea, Sudan, the Autonomous Republic of Crimea and the City of Sevastopol, the temporary occupied territories of Ukraine other countries or territories in which the sanctions, specified in clause 8.1.2, are extended above.

8.2. Either Party may by sending a prior written notice the other Party suspend its performance or unilaterally terminate the Agreement (without the other Party's right to damages and compensation) if it receives notice / information of breach of guarantees by the other Party under clause 8.1. and / or in case of non-fulfillment by the other Party of obligations under clause 8.3.

8.3. In order to verify compliance with the above, the Parties have the right to request during the term of the Agreement, and the other party is obliged to provide on request and / or on its own initiative reliable documents and/or information (including receiving from official bodies) necessary for verification or establishment (understanding)/clarification, incl. in order to provide the servicing bank at its request not exclusively, the following:

- identification and verification of the Party (representative), verification of the signatory's authority of the other Party,
- the ultimate beneficial owner (individual) or its absence, including obtaining ownership structure and / or data enabling the ultimate beneficial owner (individual) to be identified,
- the purpose and nature of the business relationship or the conduct of a financial transaction carried out in the course of such a relationship, regarding the compliance of information on the purpose of the Parties activity,
- the fact that the ultimate beneficial owner (individual) of the Party, belongs to national, foreign public figures and figures performing political functions in international organizations, members of their families or persons related to politically significant persons, as well as the identification of authorized persons of the Parties, on behalf of or in whose interests it acts.

## 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 representatives 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 and 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 and stops any potential cooperation with him in case of such violations.

9.4. MHP reserves the right to publicly comment violations of this section of the GTC and/or corruption attempts.

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

## 10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

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 Buyer is entitled to disclose Confidential Information without consent of the Seller 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 Buyer or, if requested, destroyed on termination or expiry of the Agreement.

10.5. In the case of images on the Goods of trademarks, trade names, logos, etc., belonging to the Buyer (hereinafter all together in the text - the objects of MHP intellectual property rights), the Seller undertakes not to infringe any MHP intellectual property rights, incl. not to sell the Goods with the image of the Buyer's intellectual property rights to third parties, not to use otherwise in their own business, etc., as well as dispose of such Goods within 15 calendar days in case of termination of the Agreement with the Buyer and / or return of defective Goods.

## 11. LIABILITY OF THE PARTIES

11.1. The Seller shall be liable to compensate the Buyer for all losses, including repayment of penalties imposed on the Buyer by the third parties in connection with non-fulfillment or improper fulfilment of this Agreement by the Seller.

11.2. All penalties shall be paid by the Seller in addition to the recovery of losses resulted from failure of the Seller to perform and/or unduly perform its obligations under the Agreement.

11.3. The Seller shall compensate all losses and shall repay penalties within 10 (ten) working days following the date of Buyer's claim (complaint). Shall the Seller refuse to compensate for the losses and to repay penalties within indicated period, the Buyer shall have the right to withdraw full amount of losses and penalties due from any sums payable by Buyer under this Agreement.

11.4. The Seller shall compensate Buyer for all losses in case the customs bodies in the Seller and/or Buyer country do not confirm preferential origin of Goods based on the certificate EUR.1 provided by the Seller. This is verified by checking paragraph 14 of the certificate.

11.5. In case of shipment delay resulting from the Seller's fault for the period exceeding 30 (thirty) business days, the Buyer shall have the right to prematurely terminate this agreement; the Seller, in its turn, shall be obliged to return all amounts already paid up by the Buyer within 3 banking days following Buyer's written request.

11.6. No Party shall be liable for any indirect losses, including loss of benefit, which resulted from defect or Goods standby, such as for instance decline in production, income shortage, failure of contracts with the third parties, etc.

## 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. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

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 in the following order:

12.2.1. If the amount of the claim does not exceed 50,000 euros in accordance with the legislation of Ukraine and the Rules of Arbitration of the International Commercial Arbitration Court at the Chamber of Commerce and Industry of Ukraine (ICAC) by one arbitrator appointed in accordance with the said Rules. The place of arbitration is Kyiv, Ukraine. The language of the arbitration proceedings is English.

12.2.2. if the amount of the claim exceeds EUR 50,000 in accordance with the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitration Center (VIAC) of the Austrian Federal Chamber of Commerce by one arbitrator appointed in accordance with these Rules. The place of arbitration shall be Vienna, Republic of Austria. The language of the arbitration proceedings is 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. TERMS, SUSPENSION OR 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 (similarly, according to the terms of this section, any annex or appendix to it) 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 Buyer may terminate the Agreement unilaterally by sending a written notice to the Seller not less than 10 (ten) business days before the scheduled date of termination of the Agreement, without the Seller being entitled to claim any damages or compensation, in case the Seller fails to perform or otherwise breaches the Agreement or in case a petition on initiation of bankruptcy or financial recovery procedure of the Seller is filed with a competent court or the Seller becomes insolvent, in case of the initiation of dissolution or reorganization of the Seller or if any similar events occur under any equivalent or similar legislation or if performance under the Agreement becomes illegal for the Buyer. The termination becomes effective and the Agreement shall be considered terminated on the date specified in the notice.

13.4. The Buyer may terminate the Agreement unilaterally at any time without cause by sending a written notice to the Seller not less than 30 (thirty) business days before the scheduled date of termination of the Agreement, without the Seller 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. 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.

13.6. In case of suspension or termination of Agreement according to these GTC the Seller shall return to the Buyer received advance payment (prepayment) for the Goods:

- on the day of sending such notice by the Seller if the contract is suspended or terminated at his initiative.

- within 5 calendar days from the date of receipt by the Seller of the notification from the Buyer within 5 calendar days from the date of receipt of such notification by the Buyer if the Agreement is suspended or terminated at his initiative.

#### **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 Seller 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 Buyer's prior written approval. The Buyer 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 terms of an Agreement (including these GTC and any other terms and conditions forming part thereof) state the entire understanding and agreement between the Parties as to the sale of Products and performance of Services under that Agreement and will supersede any prior promises, agreements, representations, undertakings or implications whether made orally or in writing between Buyer and Seller with respect to the subject thereof. The Parties expressly acknowledge that, in entering into an Agreement, no reliance has been placed on any representations which have not been incorporated as part of that Agreement.

#### **17. VARIATIONS AND AMENDMENTS**

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

17.2. Any amendment to the GTC shall come into effect (i) for all existing Agreements immediately upon notification of such amendments by the Buyer to the Seller; (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 an 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 Party the other Party 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 Party confirms that the information provided by it during the preliminary due diligence is true and correct. Each Party 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 Party 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 Buyer'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 Buyer 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. If, according to the Agreement, the Goods are transferred by the Seller to the Buyer (regardless of the actual name of the parties in such Agreement) for temporary use (hiring, renting, leasing) with or without the terms of its future buying by the Buyer:

1) in the case of untimely delivery of the Goods and/or evasion of the acceptance of the Goods by the Seller within the period stipulated by the Agreement, the Seller confirms the monthly automatic extension of the right to use the Goods for free by the Buyer until the time of export of the Goods.

2) in case of expiry of the maximum permissible period of importation of the goods into the territory of Ukraine at the Buyer's choice:

- ownership of the Goods is transferred to the Buyer on the day of expiry of such term.

- The Buyer returns the Goods after receiving instructions from the Seller regarding the place of delivery of the Goods and payment by the Seller to the Buyer's account of 100%, specified by the Buyer in the invoice for the costs of delivery of the Goods to the Seller (payment does not apply if the terms of the Agreement stipulates return the Goods at the expense of the Buyer)

3) When ownership is transferred to the Buyer in accordance with clause 2) above, the Buyer undertakes to pay the Seller for the Goods a fee equal to the price of the Goods after deducting all costs incurred by the Buyer for payment of customs duties during the period of stay of the Goods in Ukraine after the end of the importation contract term (without taking into account the prolongation in accordance with clause 1 above) and for the payment of customs payments that will be incurred by the Buyer when changing the regime of temporary import to import.