SIBUR INTERNATIONAL GMBH
GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (hereinafter referred to as "GTC") shall constitute an integral part of any Contract executed between SIBUR International GmbH and the Buyer. The GTC may be amended, revised, restated or supplemented by SIBUR International GmbH from time to time. The last version of the GTC is available at www.sibur-int.com/documents/.

PARAGRAPH I
TERMS AND DEFINITIONS

The following terms when used in the GTC with initial capital letters shall have the respective meanings as defined below:

"Actual Contract Quantity" shall mean the quantity of the Goods delivered by the Seller to the Buyer under the Contract.
"Actual Monthly Quantity" shall mean the quantity of the Goods delivered by the Seller to the Buyer under the Contract within the respective month of delivery.
"Affiliate" shall mean any person or entity that directly or indirectly controls, is controlled by, or is under the common Control of the Seller or the Buyer. "Control" shall mean direct or indirect beneficial ownership of more than fifty percent (50%) of the authorized share capital which provide voting rights or other voting interests in the entity in question.
"Amendment" shall mean an additional agreement to a Contract signed by the authorised representatives of the Parties altering, supplementing or cancelling the relevant terms of the Contract (as the case may be).
"Amendment Effective Date" shall mean the date on which the Amendment takes effect.
"Anti-Corruption Laws" shall mean all applicable anti-bribery or anti-money laundering legislation of any government, international or supranational organization, including without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, the U.K. Anti-Terrorism, Crime and Security Act 2001, the Money Laundering Regulation 2007 and the Proceeds of Crime Act 2002, the Terrorism Act 2006 and the applicable country legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or such other relevant laws of any other country in which business will be conducted (as the case may be).
"Applicable Authority" shall mean (i) any supranational organization or any state or political subdivision thereof, (ii) any authority exercising executive, legislative, judicial, regulatory or administrative functions on behalf of the supranational organization, the state or its political subdivision, including without limitation any supranational authority, government authority, ministry, agency, department, board, commission or instrumentality and subdivisions thereof, pursuant to the rights granted thereto by applicable Law.
"Automatic Database" - the database of the Main Computing Center (GVC) - a branch of Russian Railways and (or) data from ETRAN, DHL, TMS (Transportation management system) and other automatic databases that record information from documents issued during cargo transportation, including automatic databases of railways located on the territory of foreign countries through which the cargo is transported.
"**Business Day**" (or "Working Day" or "Banking Day" or "Bank Day" or "Holiday") shall mean any day other than Saturday, Sunday or any public holiday on which banks in Vienna (Austria) are open for business.
"Buyer" shall mean a Party buying the Goods as specified in the Contract.
"Carrier" shall mean any person or company contracted by the Buyer or by the Seller as the case may be to undertake to perform or to procure the performance of a contract of carriage by rail, road, sea or a combination thereof as may be applicable to the terms of delivery.
"Certificate of Origin" shall mean the document issued by the Seller or the Manufacturer or a chamber of commerce or other agreed third party (as the case may be) specifying the country where the Goods are actually produced.
"Certificate of Quality" shall mean the document issued by the Seller in respect of the Goods confirming the quality of the Goods in accordance with the Contract.
"**Change of Control**" shall mean an event occurring after the Effective Date where any single person or group of persons acting in concert (within the meaning of the City Code on Take-overs and Mergers, as amended from time to time) acquires the right (either directly or indirectly) to appoint or remove a majority of the board of directors of either Party or acquire any interest (direct or indirect) in the issued shares (which carry the right to vote in general meetings of the ordinary shareholders) of either Party as a result of which that person or group of persons have an interest (direct or indirect) in more than 50% of the issued shares (which carry the right to vote in general meetings of the ordinary shareholders) of such Party.
"Confidential Information" shall have the meaning set forth in Clause 9.17 of the GTC.
"Consent" shall mean any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, certificate, exemption, order, registration, declaration, filing, report or notice of, with or to any person (and the person for this purpose shall mean any natural person, firm, partnership, association, corporation, company, limited liability company, trust, joint stock company, business trust, Governmental Authority or other organization or entity).
"**Contract**" shall mean any contractual arrangement (whether oral, in writing, electronic or otherwise) relating to the supply of the Goods to the Buyer by the Seller, including, without limitation, Spot Contracts and Term Contracts.

"Delivery Date" shall mean the moment when the Goods are deemed delivered to the Buyer and concur with the transfer of risk and/or title from the Seller to the Buyer as per the Incoterm 2010 specified in the Contract, unless otherwise agreed between the parties in the Contract.
"Effective Date" shall mean the date the Contract shall take effect from.
"ETA" or **"Estimated Time of Arrival"** shall mean estimated time of arrival.
"**EU**" shall mean the European Union and includes, where the context requires and/or when reference is made, to EU Regulations, the European Parliament, the Council of the European Union, the European Commission or other relevant regulatory body of the European Union.
"Euro" or **"EUR"** or **"€"** shall mean the official currency of the European Union.
"Force Majeure Event" shall have the meaning in Clause 8.8.4. of the GTC.
"Goods" shall mean the goods to be delivered by the Seller to the Buyer as specified in the Contract.
"Governmental Approval" shall mean any Consent of or from an Authorized Authority, including without limitation any certificates, licenses or permits issued by an Authorized Authority.
"GTC" shall mean the standard terms and conditions of purchase set out in this document.
"Incoterms" shall mean the international commercial terms, the official publication by the International Chamber of Commerce No. 715, 2010.
"Inspector" shall mean an independent inspector appointed pursuant to the GTC to perform quality and quantity inspection of the Goods.
"Inspector's Report" shall mean any report, conclusion, opinion, certificate or other written document (or combination thereof) issued by the Inspector and reflecting results of the Goods' quantity and quality inspection as described in greater detail in Clause 6.1.3.(c) of the GTC.
"Law" shall mean all applicable (i) provisions of all constitutions, treaties, statutes, laws, customs, codes, rules, regulations, ordinances or orders of any Applicable Authority, (ii) Governmental Approvals including without limitation any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, certificate, exemption, order, permit, registration, declaration, filing, report or notice of or from an Applicable Authority and (iii) orders, decisions, injunctions, judgments, awards and decrees of any Applicable Authority.
"Letter of Credit" or **"Stand-by Letter of Credit"** shall have the meanings set forth in the Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600 (UCP).
"Longstop Date" shall mean the date set forth in the introductory paragraph of the Contract/Amendment.
"Manufacturer" shall mean the plant by which the Goods are produced.
"MT" shall mean metric tonne (i.e. 1,000 kilograms).
"Nomination" shall mean the nomination of the Vessel which is to be loaded/unloaded with the Goods, as would be described in greater detail in the Contract (when applicable).
"NOR" shall mean the notice of readiness tendered by the Vessel upon arrival of the Vessel at the Place of Destination (unloading port or customary anchorage or area or such other place as the Vessel may be ordered to await unload), if applicable.
"Packaging" shall mean all products made of any materials of any nature to be used for the containment, protection, handling, delivery and presentation of the Goods, including (but not limited to) paper, wooden, plastic and metal boxes, bags, pallets, and not fall within the definition of Transport as specified herein.
"Party" and **"Parties"** shall mean parties to the Contract referred to individually and collectively.
"PDPR" means per day pro rata.
"Place of Destination" shall mean the place the Goods are to be delivered to as specified in the Contract.
"Place of Shipment" shall mean the place where the Goods are to be loaded (dispatched), which shall be without limitations (i) the Manufacturer or warehouse or storehouse, (ii) the load port or terminal, or (iii) any other place, whichever is applicable and as may be specified in the Contract.
"Planned Contract Quantity" shall mean the quantity of the Goods set forth in the Contract agreed by the Parties to be delivered under the Contract during the terms of the Contract.
"Planned Monthly Quantity" shall mean the quantity of the Goods set forth in the Contract agreed by the Parties to be delivered under the Contract in a month.
"Price" shall mean the price per metric ton of the Goods at which the Seller sells the Goods to the Buyer as stipulated in the Contract.
"**Public Official**" shall mean:
(a) any officer or employee, appointed or elected, of a local, state, regional, federal, or multi-national government or any department, agency, or ministry of a government;
(b) any individual who, although temporarily or without payment, holds a public position, employment or function;
(c) any officer or employee of a public international organisation such as the United Nations or the World Bank;
(d) any individual acting in an official capacity for or on behalf of a government agency, department or ministry, or public international organisation;
(e) a political party, political party official, or any candidate for political office;

(f) any officer or employee of a state-owned or state-controlled entity, as well as entities that perform a government function (such as air or seaport, utility, energy, water, or power);
(g) any member of the judiciary; or
(h) any member of a royal family.
Family members of any of the individuals listed above may also qualify as Public Officials if interactions with them are intended or have the effect of conferring anything of value on a Public Official.
"Purchase Order" shall mean a document provided from the Buyer to the Seller indicating the quantity and type of Goods which the Buyer wishes to purchase under a Contract.
"Quarter" shall mean the period of the three consecutive months commencing on 1st January ("Q I"), or 1st April ("Q II"), or 1st July ("Q III"), or 1st October ("Q IV").
"**RMB**" or "**Yuan**" or "**CNY**" or "**Renminbi**" shall mean the lawful official currency of the People's Republic of China.
"RUBLE" or **"RUB"** or **"RUR"** shall mean Russian Rubles, the lawful currency of the Russian Federation.
"Sales Order Confirmation (SOC)" shall mean the Seller's offer for delivery of the Goods to the Buyer on the certain terms and conditions specified therein. For the avoidance of doubt a SOC which is accepted by the Buyer shall be considered a Contract.
"**Sanctions**" shall mean restrictive and discriminatory measures in trade and economic fields adopted by the Applicable Authorities in respect of other countries, groups of countries, individuals or legal entities with intent to force them to change their policies or specific actions. Sanctions can be expressed in full or partial embargo on imports/exports, the prohibition of entry and visa restrictions, blocking and freezing of assets, prohibition of financial transactions with the countries and entities specified above, including cross-border payments and investments.
"**SCC Rules**" shall means an Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce valid at the date of claim submission.
"Seller" shall mean SIBUR International GmbH that sells the Goods under the Contract.
"Specification" shall mean the specification describing the quality of the Goods agreed by the Parties set forth in the Contract.
"Spot Contract" shall mean the Contract for a single shipment.
"Swiss franc" or **"CHF"** shall mean the lawful official currency of the Swiss Confederation.
"Transport" shall mean containers used for the Goods delivery, transportation, storage, including tank cars, containers and cisterns, etc.
"Transport Return Date" shall mean the period within which the Buyer shall return the Transport (when applicable) and at the address specified in the Contract.
"Tax" or **"Taxes"** shall mean all (i) taxes, fees, duties, tariffs, levies, imposts, or other public charges of any kind, including, without limitation, taxes, required contributions or other charges on or with respect to income, franchise, gross receipts, property, sales, use, profits, capital stock, payroll, employment, social security, health insurance fund, pension fund and other social funds, workers compensation and unemployment or related compensation, (ii) taxes or charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added or gains taxes, (iii) license registration or documentation fees, (iv) customs duties, tariffs and similar charges of any kind whatsoever and (v) any interest, penalties, additions to tax or additional amounts imposed by any taxing authority with respect to those items enumerated in clauses (i), (ii), (iii) and (iv) of this definition.
"Term Contract" shall mean a Contract with a mechanism which allows the Buyer to place repeat orders for the delivery of Goods over a defined period of time.
"Terminal" shall mean a facility where the Goods are stored and handled, including incoming and outgoing movements.
"Third Party" shall mean any person or entity other than a Party of the Contract.
"Total Goods Value" shall mean the amount, calculated by multiplying the Actual Contract Quantity by the Price.
"Transport Document" shall mean a document issued by a Carrier to a shipper, acknowledging that specified the Goods have been received on board as cargo for conveyance to a named Place of Destination as described in greater detail in Clause 3.2.2 of the GTC.
"USD" or **"US Dollar"** or **"Dollar"** or **"US$"** or **"$"** shall mean United States Dollars, the lawful official currency of the United States of America.
"Verification Act" shall mean verification act executed between the Buyer and the Seller and confirming the quantity of and amount paid for delivered the Goods for a particular period and as described in greater detail in Clause 5.1.10 hereof.
"Vessel" shall mean the ship contracted by the Buyer or the Seller, as the case may be, for the delivery of the Goods (if applicable).

PARAGRAPH II
CONTRACT FORMATION PROCEDURE

SECTION A - GENERAL PROVISIONS

2.1. If the Buyer wishes to buy any Goods from the Seller, the Parties shall negotiate in good faith either: (i) a Term Contract (in accordance with the provision of Section B of Paragraph II below); or (ii) a Spot Contract (in accordance with the provisions of Section C of Paragraph II below).
2.2. If notwithstanding clause 2.1., the Parties agree the terms of a Contract by some other method, these GTC for the Goods shall govern that Contract and no other terms, including for the avoidance of doubt any of the Buyer's standard purchasing terms, shall apply to any such Contract. For the avoidance of doubt, the Seller shall not be obliged to accept any Purchase Orders or requests for Goods to be delivered to Buyer where the Buyer does not place a Purchase Order in accordance with the procedures established in Section B and/or Section C below.
2.3. All Spot Contracts shall be validly concluded between the Parties at the time where either: (i) the Contract is executed and signed by both of the Parties; or (ii) subject to clause 2.5. and after the Seller has sent a draft of the Contract to the Buyer by email, the Seller receives an email confirmation from the Buyer that the Buyer accepts the Contract without any further modifications.
2.4 All Term Contracts shall be validly concluded between the Parties at the time where the Contract is executed and signed by both of the Parties.
2.5. The Purchase Order, the Sales Order Confirmation and any other communication given or made by the Parties in connection with those documents must be in writing (the "Communications"). Communications may be delivered either: (i) in hard copy which, in the case of Purchase Orders, SOCs and notifications from the Buyer that it accepts an SOC, shall be signed by an authorized representative of the relevant Party; or (ii) through email correspondence from the e-mail addresses and contact persons of the Parties designated by the Parties in the Term Contract or in official confirmation letter from the Buyer. Any Communications given or made in accordance with this clause 2.5 shall be deemed to have been duly authorised by the Party giving or making the Communication.
2.6. If the Seller receives any Communication from the Buyer which was sent from someone other than the contact person or email address specified in the Term Contract or in official confirmation letter from the Buyer, and the Buyer has not notified the Seller in advance of any change of contact person or email address, the Seller may in its sole discretion choose to treat the Communication as invalid and not received.
2.7. The date of receipt of the Communication shall be at the earlier of: the time the recipient acknowledges receipt; and twenty four (24) hours after transmission, unless the sender receives notification that the email has not been successfully delivered.
2.8. Seller's invoices or credit notes may be delivered either: (i) in hard copy; or (ii) in electronic form through email correspondence, where in case of (ii) an electronic form of an invoice/ credit note shall be treated as an original

SECTION B - FORMATION OF TERM CONTRACTS

2.9. The Seller and the Buyer may execute a draft of a Term Contract which incorporates by reference these GTC. At any time when the Buyer wishes to purchase Goods in accordance with the terms of the Term Contract, it shall send to the Seller a Purchase Order. The Purchase Order shall specify: (i) the type of Goods which the Buyer wishes to purchase, (ii) quantity of the Goods, (iii) delivery location, (iv) price, (v) Buyer’s order number and the Term Contract Number specified on the Term Contract; and (vi) other information concerning the Goods delivery.
2.10. The Seller shall notify the Buyer of its confirmation or proposed amendments to the Purchase Order by sending to the Buyer the Sales Order Confirmation. The Buyer shall consider and accept the Sales Order Confirmation in accordance with clause 2.5. within the period of time provided for in the Sales Order Confirmation. If a Sales Order Confirmation is not accepted by the Buyer within the timeframe specified in the Sales Order Confirmation, the Seller's offer to deliver the Goods to the Buyer in accordance with the terms of the Sales Order Confirmation shall be regarded as rescinded, and Buyer shall be required to place a new Purchase Order if it wishes to purchase these Goods. Upon the Buyer’s acceptance of the Sales Order Confirmation as described in this clause, the Sales Order Confirmation shall constitute a binding Contract for the Seller to sell, and for Buyer to purchase, the Goods specified under the terms and conditions of the SOC.

SECTION C - FORMATION OF SPOT CONTRACTS

2.11. If the Buyer wishes to purchase Goods under a Spot Contract, it shall send to the Seller a Purchase Order in accordance with clause 2.5. The Purchase Order shall specify: (i) the type of Goods which the Buyer wishes to purchase, (ii) quantity of the Goods, (iii) delivery location, (iv) price (v) Buyer’s order number and (vi) other information concerning the Goods delivery.
2.12. The Seller shall notify the Buyer of its confirmation or proposed amendments to the Purchase Order by sending to the Buyer the Sales Order Confirmation in accordance with clause 2.5. The Buyer shall consider and accept the Sales Order Confirmation by email in accordance with clause 2.5. within the term provided in the Sales Order Confirmation. If a Sales Order Confirmation is not accepted by the Buyer within the timeframe specified in the Sales Order Confirmation, the Seller's offer to deliver the Goods to the Buyer in accordance with the terms of the Sales Order Confirmation shall be regarded as rescinded and Buyer shall be required to place a new Purchase Order if it wishes to purchase these Goods. Upon the Buyer’s

acceptance of the Sales Order Confirmation as described in clause 2.5., the Sales Order Confirmation shall constitute a binding Contract for the Seller to sell, and for Buyer to purchase, the Goods specified under the terms and conditions of the SOC.

PARAGRAPH III
GENERAL CONDITIONS

3.1. Application of the GTC

3.1.1. The GTC shall govern and be incorporated into every Contract made between the Seller and the Buyer, including in circumstances where a Contract is made in any form without reference to any conditions of sale or purchase.

3.1.2. Execution of the Contract by the Buyer shall (without affecting any other manner in which acceptance of the GTC may otherwise be evidenced) be deemed to constitute unqualified acceptance of the GTC.

3.1.3. If there is any conflict between the terms of the Contract and the GTC, the Contract shall prevail.

3.1.4. The GTC shall apply to the exclusion of, and shall prevail over, any terms or conditions contained in or referred to in the Buyer's acceptance of the Contract, or in any other documentation submitted by the Buyer, or in any correspondence or elsewhere, or implied by trade custom, practice or course of dealing, unless specifically excluded or varied in writing by agreement between an authorized representative of the Parties.

3.2. Delivery

3.2.1. General Delivery Terms

a) The delivery shall be in accordance with relevant Incoterms 2010 subject to the provisions of the Contract and GTC.

b) If the means of transport is not specified in the Contract, the Seller may choose a means of transport suitable for delivery of the Goods at the Place of Destination at its own discretion; in such event the Buyer hereby unconditionally accepts the means of transport chosen by the Seller and waives any claims in this regard.

c) The Seller shall use its reasonable endeavours to deliver the Goods on the date or between the dates (as the case may be) as specified in the Contract, but the time of delivery shall not be of the essence.

d) Both Parties shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under applicable law or under the circumstances in order to fulfil the intents and purposes of the Contract and to carry out its provisions.

e) The Buyer shall indemnify, defend, and hold harmless the Seller against any liability, loss, damage, delay or expenses that the Seller may incur directly or indirectly due to application of any Sanctions effective at the Place of Destination or place of registration of end user of the Goods.

3.2.2. Transport Documents

a) Transportation documents shall be:

- Bill of Lading (or "**B/L**" or "BL" or "**BOL**") – for delivery by sea;
- Railway bill (or "**RWB**" or "Rail way bill" or "**CIM and/or SMGS consignment note**") – for delivery by railroad;
- CMR (or consignment note) – for delivery by road.

b) Delivery of the Goods shall be immediately followed and witnessed by presentation by the Seller to the Buyer or Carrier, or the Buyer's representative of a valid transportation document. Such documents shall be signed and marked by the Seller and Carrier of the Goods or by authorized employee / representative of railway Carrier at the place of loading or by Master of the Vessel (as that term is commonly understood) respectively and shall be a non-disputed proof of delivery by the Seller.

c) The Buyer warrants that the Place of Destination is (i) reachable by the agreed means of transport and (ii) suitable and equipped, if necessary, for unloading of the Goods.

3.2.3. Customs formalities

a) If Goods are exported from the customs territory of the Russian Federation, the Buyer shall ensure the departure of Goods from the territory of the Russian Federation within 90 (ninty) calendar days from the date when the customs procedures for export are completed on the territory of the Russian Federation (date of the stamp "Clearance allowed" in CCD).

b) Unless otherwise provided in the Contract,

- for the delivery by sea, the Buyer shall provide the Seller by e-mail or fax with the certified copies of the following documents with legible notes not later than 14 (fourteen) Business Days from the date of issue of bill in port on the territory of the Russian Federation:

- loading order (for Goods) indicating the port of discharge (**POD**) with stamp "loading is allowed" in CCD made by Russian Federation frontier customs authority; and
- bill of lading indicating in column "POD" the place outside the customs territory of the Russian Federation; or

- for the delivery by road transport and/or for the delivery by railroad within 7 (seven) Business Days from the date of issue of railway bills and / or CMR, the Buyer shall provide the copies of:.

- railway bills with legible notes made by the destination railway station; and/or
- CMR with legible notes of border crossing.

- Irrespective of the goods delivery method, the Buyer undertakes, at the Seller's request, to send the Seller scanned copies of import customs declarations within 48 hours of receipt of such request.
- For the execution of the above conditions the Buyer should send the scan copies to the email address: docsved@sibur.ru (standart for one letter = MAX 5 MB).

The originals should be sent by DHL Express to the address:

LLC "SIBUR", Postal address: Motalny pereulok, 8-Bugrov Business Park, Building A.,
Nizhny Novgorod, 603140, Russia
Att.: Shubny Alexander (+78314636400, 2674),
Foreign Economic Activity Support Department.

c) If the Buyer fails to fulfill the obligations under this Clause the Buyer shall pay the Seller liquidated damages amounting to 25 % of Goods' value.

d) The Parties confirm that the above liquidated damages are the reasonable and proportionate to protect the Seller's legitimate interest in performance in the event the Transportation Documents are not provided to the Seller within specified period.

3.2.4. Shipping information

a) If the Goods' transportation is arranged by the Seller, the Buyer shall submit to the Seller shipping information required for the Goods delivery via facsimile, or by other means agreed upon by the Parties, at least 5 (five) Business Days before the first day of laycan of each shipment.

b) The shipping information shall include:

- all instructions regarding customary documentation which may be required at the Place of Destination;
- the identity of the terminal(s) at the Place of Destination, with instructions to enable the Carrier to prepare and submit necessary information to the customs or border authorities; and
- any other documents requested by the Seller.

c) Should the Buyer fail to timely submit shipping information, the Seller may, at their sole discretion, choose to extend the time for delivery of the Goods which, if so extended, will not constitute a waiver of the Buyer's breach of the Contract. The Seller shall send the shipping details to the Buyer via facsimile or by other means agreed upon by the Parties within 5 (five) Business Days after shipment of the Goods. The shipping details shall include: transport details/Vessel name, the Goods quantity and ETA at the Place of Shipment or the Place of Destination (whichever is applicable).

d) Date of shipment shall be the date stamped on the Shipping Document at the departure point.

e) Any delays in loading the Goods at the Place of Shipment (including circumstances where the Seller is entitled to delay shipment) or in unloading the Goods at the Place of Destination caused by the Buyer’s failure to provide any necessary information, or as a result of omissions or inaccuracies in the information provided, will be for the Buyer’s account. The Buyer shall indemnify the Seller for all costs, losses and damages, including, but not limited to, demurrage and/or detention incurred by the Seller as a result thereof.

3.2.5. The Seller’s right to refuse

The Seller is entitled to refuse at any time to undertake or complete the delivery if:

a) the delivery under an intended or customary route to the Place of Destination becomes unable whatsoever reason beyond the Seller’s control;

b) the cost of the delivery to the Place of Destination (including Taxes) and/or insurance, if applicable, has been significantly increased (more than by 20 (twenty)% within 1 (one) month), which could not be expected by the Seller acting reasonably; and/or

c) at any time after the Good’s loading but before the commencement of the Goods unloading:

i. importation of the Goods at the Place of Destination is prohibited under the laws of the country in which such the Goods were produced, or by regulations, rules, directives or guidelines applied by the government of that country or any relevant agency thereof; and/or

ii. the country, state, territory or region at which the Place of Destination becomes affected by the Sanctions,

d) Should the Seller agree to undertake or complete the delivery under an alternative route or at an alternative Place of Destination nominated by the Buyer, which is not subject to any such prohibition and is acceptable to the Seller (which acceptance shall not be unreasonably withheld), or under changed circumstances as the case may be, the Buyer shall reimburse the Seller for any additional costs and/or expenses incurred by the Seller on an indemnity basis.

3.2.6. Transfer of risk and title

The risk and title to the Goods shall transfer from the Seller to the Buyer at the Delivery Date, unless otherwise provided in the Contract or the GTC. The Parties agree that the transfer of risk, and title to, the Goods is not conditional upon delivery of the Transport Document or any other documentation. Nothing shall limit the operation or effect of this sub-clause 3.2(f). In case of ITT deliveries the Delivery Date shall mean the date of Goods transfer from Seller’s tank into Buyer’s tank at the Terminal as specified in the Certificate of ITT issued and duly signed by the appropriate Terminal operator and the Inspector.

3.2.7. Laytime

(i) The time allowed to the Buyer for the loading or unloading of the quantity of the Goods deliverable under the Contract shall be as set out in the Contract. If the amount of laytime permitted is not set out in the Contract laytime shall be 24 (twenty four) hours for the delivery by sea, 1 (one) calendar day for railroad delivery and 3 (three)hours for the delivery by road respectively or such a lesser period as may be specified in the relevant charterparty, unless otherwise expressly mutually agreed by the Parties in writing. Sundays and Holidays shall be included (while the resulting overtime / additional costs shall be born by the Buyer) unless loading on the Sunday or Holiday in question is prohibited by Law or regulation or custom at the unloading terminal.
(ii) Laytime for sea deliveries shall commence 6 (six) hours after NOR has been tendered (berth or no berth) for each voyage; or when the Vessel is all fast at the berth; whichever is the earlier. Laytime for delivery by other means of transport is determined in Paragraph IV of the GTC.
(iii) For the purpose of calculating laytime, loading and unloading of the Goods shall be deemed to have been completed upon disconnection of the discharging hoses or the loading or unloading of the last portion of the firm cargo.
(iv) For loading on the Vessel by the Seller: laytime shall be 96 hours in total for each supply (shipment), SSHEX (BIMCO holiday calendar and local holidays to apply).

3.2.8. Demurrage

a) Without prejudice to the Contract, these demurrage terms apply to all supplies of the Goods, unless they are specified and/or extended in the provisions of a particular Incoterms term.
b) If the Goods are not loaded or unloaded (whichever is applicable) by the Party which shall load/unload the Goods (whichever is applicable) within the time allowed in accordance with the laytime provisions of the Contract, such Party shall pay to the other Party demurrage in respect of the excess time at the rate set out in the Contract. Unless otherwise is provided in the Contract or the GTC, a Force Majeure Event shall not interrupt the running of laytime or vary or excuse the obligation to pay demurrage. The Party which shall load/unload the Goods shall indemnify the other Party for all costs for demurrage or detention of Rail transportor detention of auto truck(s). In order to be indemnified, such demurrage and/or detention must result from delay in loading or unloading of the Goods by the Party which shall load/unload the Good or its action.
c) Where no demurrage rate has been provided in the Contract, the demurrage rate shall be as set out in the relevant agreement with the Carrier or, if the agreement does not specify a demurrage rate, as per the market rate for the relevant/applicable means and size of transport on the date of the completion of loading/unloading as shall be assessed by a mutually agreed independent broker. In the event that the Parties do not agree on a mutually acceptable broker, then each Party will appoint an independent broker and the two so appointed will appoint a third. The assessment that is the furthest away from the median will be discounted and the applicable demurrage rate will be the average of the two remaining assessments.
d) The Party that receives a demurrage claim (by way of invoice) shall have 30 (thirty) Calendar Days during which to consider and/or dispute the claim (**Claim Period**). If the claim is not disputed by the relevant Party during that time period, the claim shall be deemed accepted and shall be paid by the relevant Party to the other Party no later than 5 (five) Business Days after receipt of the Seller's invoice.
e) For loading on the Vessel by the Seller The demurrage rate shall be as per charter-party rate fixed in the relevant clean voyage charter party concluded by the Buyer (hereinafter – "charter-party"), but in any case not more than 15000 (fifteen thousand) USD per day pro rata. If the laytime allowance is exceeded subject to exclusions stipulated in this Clause, the Seller shall pay demurrage to the Buyer calculated as per relevant charter-party terms and conditions strictly in accordance with the following provisions.
Laytime for loading by the Seller shall not count as laytime, or if the vessel is on demurrage as demurrage, when lost:

- due to breach of the Contract by the Buyer
- due to Buyer, its servants (including, but not limited to, master, shipowners, crew of the vessel) prohibiting loading
- due to reasons of the master, officers, crew of the vessel, including, but not limited to strickes, lockouts, stoppage or restraint of labour
- by reasons of local law or regulations, action or inaction by local authorities (including, but not limited to, coast guard, customs, immigration and\or health authorities
- for any other purpose of the vessel and/or Buyer only
- periods of a strike, lockout, stoppage, restraint of labour or by breakdown of machinery or equipment on the vessel
- for other reasons stipulated in this Contract.

Time consumed by the vessel in moving from anchorage/place of waiting shall not count as laytime or time on demurrage.
For laytime and demurrage calculation Conoco weather clause to be applied.
Seller shall be discharged and released from liability in respect of any demurrage claims Buyer may have under this Contract unless a claim has been presented in writing (presentation by email is acceptable) to Seller with supporting documents within 30 days from completion of loading of the cargo under this Contract.
For demurrage claims supporting documents must include:

- calculation of the demurrage due with the documents supporting the rate of demurrage, and
- the certificate of notice of readiness tendered at port of loading, and
- the statement of facts for each loading berth, which all must be signed by the master of the vessel, and
- all relevant letters of protest issued by the vessel, and
- relevant charter party, containing the following wording: "Clean recap – CPDD…",
- demurrage claim of the shipowner, with who the relevant charter party is concluded,
- payment documents, evidencing the payment to the shipowner of the relevant claim amount of demurrage.

f) For deliveries by sea the following demurrage claim procedure shall apply:
Claimed Period shall be 30 (thirty) Calendar Days from its receipt by the relevant Party. If the Party in breach (**Indemnifying Party**) does not make any written motivated refusal to accept the claim with reference to the evidence confirming the reasons for refusal attached to it during the Claim Period, the claim shall be deemed irrevocably accepted and the amount claimed as final and non-negotiable (**Claimed Amount**). The other Party (**Indemnified Party**) shall draw up an invoice for the Claimed Amount to be paid by the Indemnifying Party no later than within 5 (five) Business Days from the date of invoice issuance. In case of failure to perform the obligation to pay the Claimed Amount within the payment period stipulated in this clause, the Indemnifying Party shall pay the liquidated damages to the Indemnified Party in the amount of 1% of the Claimed Amount per each day of delay. Such claim and respective liquidated damages are without prejudice to any other continuing dispute between the Parties, and cannot be aggregated or set off against other moneys or claims that may be due between the Parties.
The Parties may exchange demurrage claims and related documents by email. Claims or any other relative correspondence sent by email shall be deemed actually received on the date of email dispatch and shall be legally binding on the Parties provided they were sent from the respective email address of the Parties set in the Contract.

3.2.9. The use of Automatic Database

a) The Parties are entitled to use the information from the Automatic Databases to calculate the turnover period of the rolling stock (RTC, tank-containers, GP container, platforms and etc.) or other means of transport used for international carriage of the cargo performed within the frame of Goods' supply to the Buyer (for the purposes of this clause 3.2.9 hereinafter referred to as the "Transport").
b) Information obtained from Automatic Databases is accepted by the Parties as evidence of fulfilment or improper fulfilment of obligations assumed for the Transport turnover, including, but not limited to, the turnover period of the Transport at the Place of Destination.
c) In case of disagreement with the information regarding Transport turnover stated by the Seller that was received by the Seller from the Automatic Databases directly and/or through third party (the Seller's counterparty, acting in accordance with the agreement concluded with the Seller) the Buyer is obliged to provide the Seller with copies of documents issued upon the occurrence of the events, information about which is entered into Automatic Databases (hereinafter referred to as primary documents).
d) If the information received from the Automatic databases contradicts the information indicated in the primary documents, then the Parties are guided by the data of the indicated primary documents, and not the information received from the Automatic Database.

3.2.10. Transport and Packaging

a) **Late Transport return**. In the event that the Buyer (or the Buyer's authorized representative, or the Buyer's Carrier, etc.) fails to return Transport by the Transport Return Date, the Buyer shall reimburse all and any Seller's costs and expenses arising out of or in connection with such late Transport return.
b) **Expense and risk of Transport return.** The Transport, unless otherwise provided in the Contract, shall be returned at the Buyer's expense and risk at the address specified by the Seller.
c) **Defective Transport.** In the event that the Buyer (or the Buyer's authorized representative, or the Buyer's Carrier, etc.) returns the Transport defective, unrepaired, or and/or affected, and or unclean, and/or not fully unloaded, and/or in other state unfit for purposes, which the Transport is usually used for (the "Defective Transport"), the Buyer shall reimburse all and any Seller's costs and expenses arising out of or in connection with such Defective Transport.
d) **Packaging**. Unless otherwise specified in the Contract or the GTC, the Packaging shall be appropriate and acceptable in line with standard industry and commercial practice, taking into account the type of the Goods, transportation, and storage used (if applicable). The Packaging could be returnable and non-returnable as provided in the Contract. If the Contract is silent, the Packaging must be returned to the Seller within 90 Business Days of the Delivery Date.
e) The Seller shall not be liable for not fulfilling partially fulfilling its obligations under the Contract if the Russian Railways or any other Carrier refuses to accept the Goods for the transportation.

PARAGRAPH IV
SPECIAL CONDITIONS

TRANSPORT

4.1. <u>Special Conditions of Delivery by Sea</u>

41.1. Where the Seller expressly or impliedly provides the Buyer with a range of dates within an agreed period of delivery or arrival of the Vessel at Place of Destination, delivery may be performed on any of the dates provided.
4.1.2. On the next day after dispatch of the Goods the Seller shall provide the Buyer with all information necessary for unloading of the Goods:

a) The Contract reference number.
b) The name of arriving Vessel, from which the Goods must be unloaded.
c) Description of the Goods and their Bill of Lading quantity.
d) Estimated Time of Arrival and date of Bill of Lading.

e) Number of copies of Bill of Lading.
f) Details of any other cargo on board of the Vessel, if it can have any influence on unloading of the Goods process.

4.1.3. Where the Buyer shall charter the Vessel, the Buyer shall ensure the Vessel's fitness and cleanliness satisfactory for delivery of the Goods in time and without affecting their quality. The cleanliness shall be evidenced by an appropriate certificate issued by Saybolt, SGS or other reliable body; however, it does not preclude the Seller to conduct an inspection of the Vessel and suspend the Goods' loading if there are reasonable doubts in the Vessel's condition. In this case the Parties shall promptly initiate an independent inspection, splitting relevant costs evenly. If the Vessel is found unsatisfactory, the Buyer may either: (i) clean the Vessel or (ii) substitute the Vessel with a satisfactory one or (iii) request to proceed with loading taking all risks related to adverse affect on the Goods. Option (iii) is allowed only upon the Seller's consent. Any related costs and expenses shall be born/compensated (paid in full) by the Buyer to the Seller, including, without limitations, the Seller's costs and expenses related to delay in the delivery of the Goods.

4.1.4. The Buyer warrants that:

a) the unloading port and unloading terminal, indicated as the Place of Destination, shall comply and shall remain fully compliant with the requirements of the International Ship and Port Facility Security (**ISPS**) Code;

b) the Buyer shall provide a safe port and safe berth for the Vessel and the Vessel shall when fully and / or not fully laden be able to safely reach, lie at, unload the Goods at and depart from the unloading terminal, always safely afloat, free from air draft and other physical restrictions and without causing damage to the unloading terminal, rivers, canals, shores, berths, docks, jetties, surroundings, environment and people.

4.1.5. The Buyer shall be liable for and shall indemnify the Seller in respect of any loss or damage, including but not limited to any liability for damage to the Vessel, the berth, terminal, rivers, canals, shores, berths, docks, jetties, surroundings, environment and people, additional freight costs or any deviation costs or any demurrage or detention, or expenses arising out of and in relation to any failure of the Buyer to comply with Clause4.1.4. Any costs or expenses arising out of or related to security regulations or measures required at the Place of Destination by the unloading port or facility or any relevant authority in accordance with the ISPS Code, if applicable, including but not limited to, security guards, launch services, tug escorts, port security fees or Taxes and inspections; and any delays caused by any additional or special security measures, inspections or other action required at the Place of Destination by the unloading port or facility or any relevant authority as a result of the nominated Vessel's previous ports of call shall all be for the Buyer's account and such time shall count as laytime or time on demurrage.

4.1.6. Nomination

a) Unless otherwise provided in the Contract, bulk cargo deliveries will require nomination of the Vessel and deliveries of other categories of the Goods will not require nomination.

The Buyer shall check, confirm and be fully responsible for Vessel's acceptance and restrictions in all ports in respect of local law and/or regulations.

b) If the nomination is required, a Party chartering the Vessel shall not later than 3 (three) Business Days prior to the first day of the laycan at loading port, nominate for the other Party's acceptance (and such acceptance not to be unreasonably withheld) the Vessel which is to be loaded with the Goods for each scheduled shipment (the "Nomination").FOB: If the Buyer fails to provide the nomination to the Seller, the time lost due to non-timely performance of this Buyer's obligation to nominate the Vessel shall be to the Buyer's account.

CIF, CFR, CPT: If the Buyer fails to confirm the nomination to the Seller timely, the time lost due to non-timely performance of this Buyer's obligation to confirm the Vessel nomination shall be to the Buyer's account.

c) The Nomination shall include:
(i) the Contract reference number;
(ii) the name of the Vessel on which the Goods will be loaded;
(iii) a description of the Goods and approximate quantity or the Bill of Lading quantity (if available);
(iv) ETA of the Vessel;
(v) the Vessel(s) loading laytime;
(vi) details of any other cargo on board or to be loaded on board if loading a part of cargo;
(vii) details of the last 3 (three) cargoes of the Vessel and such cargoes shall be of a nature, which are unlikely to have an adverse effect on the quality of the Goods;
(viii) Details of the agent at the Place of Destination (if available).

d) The acceptance or reasonable rejection of the Vessel shall be advised by the consenting Party as soon as possible, however not later than 12 (twelve) hours upon receipt of such nomination.

4.1.7. NOR

Upon arrival of the Vessel at the Place of Destination (the loading / unloading port or customary anchorage or area or such other place as the Vessel may be ordered to await loading / unload) or other closest possible point to the Place of Destination, the Vessel shall tender its notice of readiness (NOR).The Buyer is obliged to ensure his timely presence at Place of Destination at the date of delivery for unloading of the Goods.

The Buyer's (or the Buyer's representative / agent's) absence at the Place of Destination shall not prejudice the fact that the Seller had successfully performed delivery of the Goods for the purpose of the Contract.

4.1.8. Charterparty Conditions

The Seller may arrange shipment under Bills of Lading which incorporate charterparty conditions normally in use for Vessels. Without prejudice to the generality of the foregoing, such conditions shall be deemed to include the provision that where, at any time after loading but before the commencement of unload:

a) Importation of the Goods at the unloading port is prohibited under the laws of the country in which such Goods were produced, or by regulations, rules, directives or guidelines applied by the government of that country or any relevant agency thereof; and/or

b) The country, state, territory or region at which the Place of Destination becomes an embargoed country,

the shipment shall be unloaded at an alternative safe port nominated by the Buyer that is not subject to any such prohibition and that is acceptable to the Seller (which acceptance shall not be unreasonably withheld).

In such circumstances, such alternative port of unloading shall be deemed to be the Place of Destination stipulated under the Contract for the shipment in question and all extra expenses (if any) involved in the Vessel's reaching such alternative Place of Destination shall be for the Buyer's account.

4.1.9. The Buyer's Right to Require

(1) Where the Buyer, by written instruction to the Seller, requests that the Vessel:

a) co-mingle different grades of the Goods belonging to the Buyer; and/or
b) otherwise breach the Vessel's natural segregation; and/or
c) dope the Goods by introducing additives after loading; and/or
d) add dye to the Goods after loading; and/or
e) perform on board blending of the Goods; and/or
f) carry additives/dye in drums on deck; and/or
g) carry out such other cargo operation as the Buyer may reasonably require and always providing that the Vessel is capable of performing such operations and that such operations are within the scope of the charterparty conditions or otherwise agreed by the Vessel's owners; and / or

(2) In the absence of the Buyer when unloading at the port of discharge or the absence of a bill of lading when unloading at the port of discharge;

then the Buyer shall indemnify and hold the Seller harmless against any liability, loss, damage, delay or expense that the Seller may sustain by reason of complying with the Buyer's request. The indemnity given by the Buyer to the Seller shall be no less in scope than the indemnity required by the Vessel's owners to comply with the Buyer's request.

4.1.10. The Seller's Right to Refuse

The Seller reserves the right to refuse at any time:

a) to direct any Vessel to undertake or to complete the voyage to the Place of Destination if such Vessel is required in the performance of the Contract, in the Seller's opinion, to risk its safety or to risk ice damage, or to transit or to proceed or to remain in waters where there is war (whether declared or not), terrorism, piracy or threat thereof; or

b) to direct the Vessel to undertake the voyage to the intended Place of Destination if such Vessel is required in the performance of the Contract to transit waters, which in the Seller's reasonable opinion, would involve abnormal delay; or

c) to undertake any activity in furtherance of the voyage which in the opinion of the Vessel's master could place the Vessel, its cargo or crew at risk.

If the Seller agrees to direct the Vessel to undertake or to complete a voyage as referred to in this Clause, the Buyer undertakes to reimburse the Seller, in addition to the Total Goods Value payable under the Contract, for all costs incurred by the Seller in respect of any additional, freight, demurrage, insurance premium and any other sums that the Seller may be required to pay to the Vessel's owner including but not limited to any sums in respect of any amounts deductible under such owners' insurance and any other costs and/or expenses incurred by the Seller.

4.1.11. Ice Clause

a) In case of ice at the Place of Destination or on the voyage to the Place of Destination which directly prevents or hinders safe navigation, the Vessel may only follow a path cut by ice breakers, provided that the master considers such navigation safe. Under no circumstances will the Vessel be obliged to force a path through the ice. If required, the Buyer shall, at its own expense, place icebreakers at the Vessel's disposal.

b) The Buyer shall reimburse the Seller for:

i. Any additional insurance premium incurred;

ii. The cost of any ice damage incurred less any sum which is recovered under the applicable insurance policy or policies; and

iii. Any charter hire paid by the Seller for the period of repair necessitated by ice damage, including hire paid by the Seller for the Vessel's deviation to the repair yard.

c) In the event that the Place of Destination is inaccessible due to ice, or in the event that the master deems the Vessel to be at risk of being unable to leave the Place of Destination due to ice, the Vessel will proceed to the nearest ice-free position and request revised orders. Immediately upon receipt of such request, the Buyer shall nominate an alternate ice-free and accessible port or facilities for receiving the Goods, provided that if the Place of Destination is a loading port then such an alternative ice-free and accessible port or facilities shall be agreed with the Seller. Any additional freight, expenses, demurrage and/or dues incurred as a result of such revised orders shall be for the account of the Buyer.

d) Nothing in this sub-Clause 4.1.11 shall impose liability upon the Seller in respect of its obligations under the GTC or Contract.

4.2. Special Conditions of Delivery by rail transport

4.2.1. Where the Seller expressly or impliedly provides the Buyer with a range of dates within an agreed period of delivery or arrival of rail transport loaded with the Goods, delivery may be performed on any of the dates provided.

4.2.2. No later than 3 (three) Business Days after shipment of the Goods by RTC / railway wagon(s) / other railway rolling stock (**rail transport**) the Seller shall provide by electronic post or facsimile to the Buyer all information necessary for unloading of the Goods:

(a) The Contract reference number.
(b) Railway Bill reference number(s).
(c) Rail transport identification number(s).
(d) Description of the Goods and their Railway Bill quantity.

4.2.3. The Buyer at his own option can provide the Seller with written instructions regarding information necessary for efficient unloading of the Goods by the Carrier or the Buyer's representative. In case such information is provided, the Seller or his representatives / employees undertake to honestly follow the instructions where applicable, to partially assist in efficient unloading of the Goods by the Carrier or the Buyer's representative. Such assistance is not a duty, but an option of the Seller.

4.2.4. **The Buyer warrants** that the railway zone at Place of Destination shall be safe and well suited for delivery of the Goods. The Buyer shall be liable for and shall indemnify the Seller in respect of any loss or damage, including but not limited to any liability for damage to the RTC / railway wagon(s), surroundings, environment and people, additional costs or expenses arising out of and in relation to any failure of the Buyer to nominate a safe railway zone at Place of Destination.

42.5. Notice of Arrival

a) The railway station administration using available contact information of the Buyer presents the Notice of Arrival of the Goods to the Place of Destination station ("NOA") to the Buyer in accordance with customary rules at the railway station. Such NOA corresponds to performed delivery of the Goods by the Seller.
b) The Buyer is obliged to ensure Carrier's timely presence at Place of Destination at the Date of delivery for unloading of the Goods.
c) Carrier's absence at the Place of Destination shall not prejudice the fact that Seller had successfully performed delivery of the Goods for the purpose of the Contract.

4.2.6. Laytime

a) Laytime per each rail transport shall be as set out in the Contract. In the event the laytime is not set out in the Contract, then such laytime shall be 1 (one) day starting upon arrival of the loaded rail transport at the Place of Destination and ending upon the date of return of the empty rail transport to the Carrier at the Place of Destination (**Return date**). The day of arrival of loaded rail transport shall not be included into the laytime . For every day of delay the Buyer shall cover the rate amounting to the rail transport owner's tariff (as of the date of this version of the GTC – 60,00 (sixty) USD per rail transport per day, and as may be amended from time to time) in accordance with invoices provided by the Seller, or such other period as may be customary at the Place of Destination, unless otherwise expressly mutually agreed by the Parties in writing. Sundays and Holidays shall be included (SHINC) unless loading on the Sunday or Holiday in question is prohibited by law or regulation or custom at the unload railway zone.
b) The date of arrival and period of stay of the railway transport at the Place of Destination until Return date (turnover period) shall be determined based on information received from the Automatic Database.
c) If the train has not released the railroad track within the laytime period or promptly thereafter through no fault of the Seller (e.g. if the Buyer is to unload the Goods and has failed to unload them when due) and this resulted in additional costs, expenses or losses of the Seller, then the Buyer shall pay in full the Seller for such costs, expenses or losses within 5 (five) Business Days after the relevant claim of the Seller.

4.2.7. Railway Transportation Contract Conditions

a) The Seller may arrange shipment with respect to a standard railway transportation contract. Without prejudice to the generality of the foregoing, such conditions shall be deemed to include the provision that where, at any time after loading but before the commencement of unloading;
b) Importation of the Goods at the unloading railway zone is prohibited under the laws of the country in which such Goods were produced, or by regulations, rules, directives or guidelines applied by the government of that country or any relevant agency thereof; and/or
c) The country, state, territory or region at which the Place of Destination is located becomes an restricted zone, the Goods shall be unloaded at an alternative railway zone nominated by the Buyer that is not subject to any such prohibition and that is acceptable to the Seller (which acceptance shall not be unreasonably withheld).
d) In such circumstances, such alternative railway unloading zone shall be deemed to be the Place of Destination stipulated under the Contract for the shipment in question and all extra expenses (if any) involved in the RTC's / railway wagon(s) reaching such alternative Destination Place shall be for the Buyer's account.

4.2.8. Buyer's Right to Require Extra Services

The Buyer has the right to require extra services in relation to the Goods at the Place of Destination which shall not be viewed as included in the Total Goods Value. The Parties shall decide on a possibility of provision of such services by mutual written agreement no later than 3 (three) days before Estimated Time of Arrival of rail transport. Where the Buyer, by written instruction to the Seller, requests that such services should be provided, then the Buyer shall indemnify and hold the Seller harmless against any liability, loss, damage, delay or expense that the Seller may sustain by reason of complying with the Buyer's request. The indemnity given by the Buyer to the Seller shall be no less in scope than the indemnity required by rail transport owners to comply with the Buyer's request.

4.2.9. Damage to rail transport

a) It is presumed that rail transport arrive at the Place of Destination for unloading in good condition, unless the Buyer has promptly (but not later than 3 (three) hours after the rail transport arrival informed of the defects. If the defects will be revealed after that the Buyer shall pay repair costs or expenses of the Carrier or the Seller within 5 (five) Business Days upon the Seller's or Carrier's respective invoice.

b) Within 3 (three) Business Days prior to the beginning of dispatches, the Buyer shall provide the Seller with the instruction for filling in the shipping documents for the Goods dispatch, including the delivery period, reference to the number and date of the relevant Contract, quantity of the Goods, full name and address of the consignee, railway code of the consignee, name of the destination station's railway roads, railway station confirmation to accept the Goods.

c) Under the Buyer's applications the Seller shall arrange for plans (the "Plans") for transportation of the Goods by railways. The procedure and dates for issuance of the Plans shall be regulated by the applicable local laws and regulation.

d) Should, through the fault of either of the Parties, the Plans no be fulfilled, the Party at fault will be held liable for all damages or fines imposed by the railway(s).

e) In case of impossibility to unload the Goods due to the technical reasons during periods indicated in the Clauses "Laytime" the Buyer shall notify the Seller on such effect (by telegram, fax, mail or email) within 24 (twenty-four) hours from the moment the rail transport arrival to the Place of destination with submission of proving documentation issued according to applicable rules at the Place of Destination with Carrier's participation. Buyer shall strictly follow any further instructions obtained by the Seller or the rail transport owner/operator..

f) In case of rail transport damage caused within the time period of its disposal of the Buyer or the Buyer's counterparties, the Buyer shall immediately inform the Seller about the occurrence of such event and recover losses incurred due to rail transport -car damage within 30 (thirty) days from the date of the Seller's demand. In case a rail tank-car is lost within the time period of its disposal by the Buyer or the Buyer's counterparties, the Buyer shall pay to the Seller the amount that covers market value of a rail transport of identical model and year of manufacture including costs incurred for putting it into operation. A rail transport is considered lost if it is not returned to Seller within 90 (ninty) days from the date of the Goods dispatch.

g) In case of readdressing the Goods by the Buyer or impossibility to accept the Goods, the Buyer shall notify the Seller of these changes in writing not later than 3 (three) Business Days before the planned date of dispatch. All the expenses of the Seller (including fines and penalties), caused by the Buyers' actions, shall be paid by the Buyer. The Parties shall undertake their best efforts to mitigate losses.

h) Redirection of the rail transport by the Buyer (or the Buyer's consignee) without Seller's permission is prohibited. The Seller is entitled to charge the Buyer (the Buyer's consignee) at the rate at least 60 (sixty) USD (unless otherwise stated in the customary rules of the respective railroad station) for each day of usage of each rail transport for improper fulfilment of this provision. The Buyer ensures that the rail transport for liquid cargo transportation is unloaded to a level of 0.7 (one tenth of seven) bar. The Buyer and/or consignee shall return the empty rail tank cars in acceptable technical and commercial condition and complete cargo documents with seal to the shipper's initial loading station or any other station as per Seller's instructions.

i) The Buyer is responsible for the transfer of empty rail transport in accordance with the Seller's instructions advised pursuant to the Agreement on International Goods Transport by Rail (SMGS). In case of wrong or incorrect usage of Seller's SMGS instructions, the Buyer is obliged to pay the liquidated damages at the rate of 500 (five hundred) USD per rail transport In addition to the foregoing the Buyer shall reimburse Seller for the documented costs and expenses caused by the incorrect filling of the shipping documents for the empty rail transport return, resulted in the rail tank-car arrival to improper railway stations. In case the documents for the rail-tank cars return are filled in accordance with the Seller's instruction, the Buyer shall not be responsible for their return emptied to improper railway stations.

j) Seller ensures the written instructions for empty rail transport to be provided to the Buyer by the date of arrival of full rail transport to the Place of Destination.

k) After a rail tank-car (a specialized rail tank-car for transportation of liquefied petroleum gases under excessive pressure) is unloaded, the Buyer shall install plugs at corner and control valves to seal the neck bonnet and to fix it by all bolts. The removal of the bonnet from the neck flange is not allowed. The Seller is entitled to charge the Buyer with incurred losses for the plugs at corner and control valves of the rail tank-car not installed at the place of unloading.

l) Subject to the condition that the Place of Destination is within the Russian Federation territory the Buyer shall provide Seller by e-mail or fax with the certified copies of railway bills with legible notes made at the Place of Destination at the border crossing points within 30 (thirty) days from the date when the customs procedures for export are completed on the territory of the Russian Federation (date of the stamp "Clearance Allowed" in the cargo customs declaration (CCD))

failing which the Buyer shall pay the Seller liquidated damages amounting to 25 % of Goods' value, export of which is documentary unsupported, at the latest the 180th (one hundred eightieth) day from the date of export customs clearance completion on the territory of the Russian Federation (date of the stamp "Clearance allowed" in the Cargo Customs Declaration (CCD)). The Parties agreed that the above liquidated damages are the genuine pre-estimate of the Seller's losses in the event the railway bills are not provided to the Seller within specified period.

4.3. Special Conditions of Delivery by Auto Truck(s)

4.3.1. Where the Seller expressly or impliedly provides the Buyer with a range of dates within an agreed period of delivery of arrival of auto truck(s) loaded with the Goods, any of the provided dates can result in delivery.

4.3.2. No later than 1 Business Day after shipment of the Goods by auto truck(s) the Seller shall provide by electronic post or facsimile to the Buyer all information necessary for unloading of the Goods:

(a) The Contract reference number.
(b) CMR consignment note reference number(s).
(c) Auto truck identification number(s).
(d) Description of the Goods and their CMR consignment note quantity.
(e) Estimated Time of Arrival of auto truck(s).
(f) Number of issued CMR consignment notes.

4.3.3. The Seller has the right to substitute any of identified auto truck(s) and provide the Buyer with new information not later than 2 Business Days before Estimated Time of Arrival of auto truck(s). Such substitution shall always be subject to the requirements that auto truck(s) shall be of a similar size be provided and that the quantity to be loaded shall not, without prior written consent of the Buyer, differ by more than 5 (five) % from the quantity specified in the present Contact.

4.3.4. The Buyer at his own option can provide the Seller with written instructions regarding information necessary for efficient unloading of the Goods by the Buyer. In case such information is provided, the Seller, his Carrier or his representatives / employees undertake to honestly follow the instructions where applicable, to partially assist in efficient unloading of the Goods by the Buyer. Such assistance is not a duty but an option of the Seller.

4.3.5. **The Buyer warrants** that the Place of Destination shall be safe and well suited for delivery of the Goods. The Buyer shall be liable for and shall indemnify the Seller in respect of any loss or damage, including but not limited to any liability for damage to auto truck(s), surroundings, environment and people, additional costs or expenses arising out of and in relation to any failure of the Buyer to nominate a safe Place of Destination.

4.3.6. **The Buyer is obliged** to ensure his timely presence at Place of Destination at the Delivery Date for unloading of the Goods. Buyer's absence at the Place of Destination shall not prejudice the fact that the Seller had successfully performed Delivery of the Goods for the purpose of the Contract.

4.3.7. **Time for Unloading**

a) The time allowed to the Buyer for the unloading of the quantity of the Goods delivery by each auto truck shall be as set out in the Contract.
b) Unloading time shall commence upon the arrival of each auto truck to the Place of Destination. For delivery by road, the truck will be deemed to have arrived as of the moment a relevant notice is furnished by the Carrier at the Place of Destination. The Buyer may not refuse to certify the receipt of the notice and if it does so, the Carrier must immediately notify the Seller thereof and the time of arrival shall be according to the Carrier's records. The Carrier may, but not obliged to, to engage a third party to certify the carriage's arrival. The Buyer shall pay in full any Carrier's and Seller's expenses and costs related to the Buyer's refusal to certify the notification. For the purpose of calculating unloading time, unloading shall be deemed to have been completed upon disconnection of the discharging hoses and / or removal of last item of the Goods from last auto truck's cargo space.

4.3.8. Carriage of the Goods by Road Contract Conditions

a) The Seller may arrange transportation with respect to a standard carriage of the Goods by road contract. Without prejudice to the generality of the foregoing, such contract shall be deemed to include the provision that where, at any time after loading but before the commencement of unloading;

(i) Importation of the Goods at the Place of Destination is prohibited under the laws of the country in which such Goods were produced, or by regulations, rules, directives or guidelines applied by the government of that country or any relevant agency thereof; and/or

(ii) The country, state, territory or region at which the Place of Destination is located becomes a restricted zone,

the Goods shall be unloaded at an alternative location nominated by the Buyer that is not subject to any such prohibition and that is acceptable to the Seller (which acceptance shall not be unreasonably withheld).

b) In such circumstances, such alternative Place of Destination shall be deemed to be the Place of Destination stipulated under this GTC for the shipment in question and all extra expenses (if any) involved in the auto truck's reaching such alternative Place of Destination shall be for the Buyer's account.

4.3.9. **Buyer's right to require**

The Buyer has the right to require extra services in relation to the Goods at Place of Destination which shall not be viewed as included in the Total Goods Value. The Parties shall decide on a possibility of provision of such services by mutual written agreement no later than 3 Business Days before Estimated Time of Arrival of the auto truck(s). Where the Buyer, by written

instruction to the Seller, requests that such services should be provided, then the Buyer shall indemnify and hold the Seller harmless against any liability, loss, damage, delay or expense that the Seller may sustain by reason of complying with the Buyer's request. The indemnity given by the Buyer to the Seller shall be no less in scope than the indemnity required by auto trucks' owner to comply with the Buyer's request.

4.3.10. Damage to or loss of Tank-Container used in delivery by Auto trucks.

In case of Tank-Container damage caused within the time period of its disposal of the Buyer or the Buyer's counterparties, the Buyer shall immediately inform the Seller about the occurrence of such event and recover losses incurred due to Tank-Container damage within 60 (sixty) days from the date of the Seller's demand. In case a Tank-Container is lost within the time period of its disposal by the Buyer or the Buyer's counterparties, the Buyer shall pay to the Seller the amount that covers market value of a Tank-Container of identical model and year of manufacture. A Tank-Container is considered lost if it is not returned to Seller within 120 (one hundred and twenty) days from the date of the Goods dispatch.

4.4 Special Conditions of Delivery in Shipping Containers

4.4.1. The period of free use and payment for excess use of containers in port of unloading shall be according to the applicable rules of the forwarder's agent/container owner or customary at the Place of Destination.

4.4.2. In the event a container is damaged while it is in possession of the Buyer or the Buyer's counterparties, the Buyer shall promptly inform the Seller thereof and within 30 (thirty) days after the Seller's request pay to the Seller the documented repair full costs, including, without limitations, expenses on transportation of the container to the place of repair and surveyor's services. If the owner of the container (or the forwarder agent, if authorized) decides that the repair of the container is impossible or not reasonable as a result of the incurred damage, the container is considered to be lost. In that case the Buyer shall pay the Seller the amount that covers value of the corresponding size and type of container, but in any case not less than the cost of the container set by the owner.

4.4.3. The assessment of damage to the container during its possession by the Buyer shall be done by the Seller or an expert engaged by the Seller or by the owner or by the expert engaged by the owner. The expert costs are born by the Seller or the owner. Upon the results of the assessment the expert shall prepare an act based on which the owner of the container shall resolve on the feasibility of the container's repair. The expert costs shall be paid in full by the Buyer to the Seller.

4.4.4. The Buyer shall return the container in accordance with the Seller written instructions as soon as possible following the completion of the shipment and in any event within the free use period stated in the customary rules at the Place of Destination. The container is to be freed from all particles of the cargo and material used for the Goods separation.

4.4.5. Should the Buyer fail to return the empty and clean container to the forwarder (or the forwarding agent) within the free use period, such container is considered to be lost. In that case the Buyer shall pay the Seller the amount that covers value of the corresponding size and type of container, but in any case not less than the cost of the container set by the owner.

4.4.6. Should the Buyer fail to return the container within the free use period, the Seller is entitled at its own discretion: (i) to claim the cost of the lost container; or (ii) extend the return period and charge 35 (thirty five) USD per each day of use beyond the free use period or such a bigger rate as may applicable to the forwarder's agent/container owner or customary at the Place of Destination. In the event the container is lost or deemed to be lost (as described in this Clause 4.4.5), the charge for the use beyond the free use period shall be calculated until the payment of the cost of the lost container.

4.4.7. The Buyer shall provide the Seller with full written instructions regarding the particulars for the Bills of Lading including consignee, contact details and address of the authorized person of the consignee, other information necessary for the delivery and reasonably required by the Seller, number of the copies, addresses, etc. and such other information which may be required by the Place of Shipment, Place of Destination and/or the Seller. The Seller shall have the right to issue its own instructions if the Buyer fails to provide such instructions and/or information required by this Clause.

PARAGRAPH V
PAYMENT

5.1. Payment Conditions

5.1.1. Price. The Price for the Goods shall be paid by the Buyer according to the Contract.

5.1.2. Time of payment. Time for payment shall be of the essence.

5.1.3. Bank details. Bank details of the Seller shall be indicated in the invoice. The Buyer shall effect the payment in accordance within the term specified in the Contract by telegraphic transfer and, unless otherwise follows from the context or specifically provided in the Contract or the GTC, with indicating the number and the date of the Contract/Amendment and the number and the date of the invoice issued by the Seller in the payment reference (the purpose of payment). Funds must be received in the nominated bank account no later than the due date on Seller's invoice document or no later than the last banking day before the due date if that
due date on Seller's invoice document falls on a non-banking day.

5.1.4. SWIFT confirmation. The Buyer shall provide the Seller with a copy of SWIFT confirmation within 1 (one) Business Day after the payment has been effected.

5.1.5. **VAT**. Unless otherwise expressly defined in the Contract the Price is exclusive of any VAT and the Seller shall have the right to invoice the Buyer for any such VAT in so far as such taxes are not for the account of the Seller according to the Contract.

5.1.6. **The date of payment**. The date of payment is considered the date of crediting of the Seller's bank account for 100% (one hundred per cent) of the amount specified in the Seller's invoice.

5.1.7. **Withholdings**. Unless otherwise expressly agreed to the contrary in the Contract, all payments due or payable to the Seller under the Contract shall be paid in full, regardless of whether the Buyer is required to withhold or to apply any Taxes on payments made under the Contract. If the Buyer is required to withhold or to apply any Taxes on payments made under the Contract, then Buyer shall gross up such payments so that the Seller receives after the deduction of Tax, the full sum due and payable under the Contract as if no such Taxes had been deducted, regardless of any withholdings or application of any Taxes on payments made under the Contract. The Total Goods Value and all other amounts payable by the Buyer to the Seller under the Contract shall be payable without the right to any discount, deduction, set-off, lien, claim or counter-claim.

5.1.8. **Interest**. If the Total Goods Value or any other amounts due by the Buyer to the Seller under the Contract are not paid when due, interest shall be accrued and shall be paid on all amounts outstanding until payment in full is received into the Seller's bank account as described in Clause 5.10.2.

5.1.9. **Banking expenses.** All expenses at the Seller's bank and at the Seller's correspondent bank shall be for the account of the Seller. All expenses outside the Seller's bank and at the Seller's correspondent bank shall be for the account of the Buyer.

5.1.10. **Verification Act**. On a quarterly basis the Verification Act should be fully executed by both Parties. The Seller shall send by fax or by email to the Buyer the Verification Act signed by the Seller once in a quarter. Within 2 (two) days from the date of receipt of the Verification Act signed by the Seller the Buyer shall check the Goods delivered quantity, amount paid for the Goods, and provide the Seller with its motivated objections (if any). The Seller shall consider such motivated objections within 7 (seven) days and put the corrections into the Verification Act or negotiate with the Buyer on the amicable basis the content of the Verification Act which should be executed by both Parties. Without prejudice to the above, the Verification Act shall be executed upon any Party request if any.

5.1.11. **Multicurrency.** The Parties hereby agree that notwithstanding the currency specified in price determination of the Goods in the Contract the currency of the payment may be any of the following currencies: USD, EUR, RMB, RUB, AED, TRY or Swiss francs (CHF). The Buyer shall make all payments under the Contract strictly in the currency specified in the respective invoice issued by the Seller and according to the bank details (hereinafter the "Bank Details") specified in the respective invoice. The conditions of this clause 5.1.11 are of the essence and breach of this clause shall be deemed a material breach for the purposes of the Contract. The payment shall be effected at the exchange rate of the European Central Bank ("ECB"). For USD, EUR, RMB, AED, TRY or CHF the invoice amount shall be converted into another currency by using the foreign exchange rate of the European Central Bank ("ECB"), rounded to four decimal places, quoted at 16:00 hours Central European Time as reported on the ECB web site (www.ecb.int), one banking day before the Payment Date. For RUB the invoice amount shall be converted into another currency by using the foreign exchange rate of the Russia Central Bank ("CB RF"), rounded to four decimal places, quoted on the CB RF website (www.cbr.ru), one banking day before the Payment Date.

For the purposes of this Clause:

"Payment Date" means the value date indicated in a SWIFT message (or other accepted means of written interbank payment instructions) with payment instructions (or in the other respective payment document if applicable) for the respective payment.

5.2. Payment terms

5.2.1. Letter of Credit

a) **Issuance of the Letter of Credit**

The Buyer shall issue Letter of Credit within 5 (five) Business Days from the Longstop date in strict accordance with the terms and conditions set out in this Clause.

b) **Validity period of the Letter of Credit**

The validity period for the Letter of Credit shall cover the payment period envisaged in the Contract plus 30 (thirty) days, provided, however, that the minimal validity period could not be less than 90 (ninety) days. The foregoing is saved that the Buyer shall extend respectively the validity of the Letter of Credit in case of Force Majeure Event.

c) **Documents**

The documents to be provided by the Seller pursuant to the requirements of a Letter of Credit shall be the following:

i. Seller's invoice (fax or email copy);

ii. Transport Document (fax or email copy). In case of ITT deliveries - Certificate of ITT.

Documents prepared in Russian language are acceptable.

Minor mistakes and misprints in the documents are acceptable.

d) **Letter of Credit Conditions**

The payment for the Goods shall be effected by the Buyer as follows:

i. The Buyer shall issue in favor of the Seller an irrevocable and divisible Letter of Credit payable at sight in strict accordance with the terms and from a bank and in a form confirmed in writing by the Seller but in any case prior to the Goods dispatch.
ii. The Buyer shall provide the Seller with the draft of such irrevocable Letter of Credit for the preliminary Seller's written approval.
iii. Expenses in connection with the opening, amendment and utilization of the Letter of Credit shall be paid by the Buyer.
iv. The Letter of Credit shall be issued in the amount of 110% (one hundred and ten per cent) of the Price multiplied by the shipment quantity of the Goods to be delivered.

5.2.2. Prepayment (advance payment)

The payment for the Goods shall be effected by the Buyer as follows:
a) The Buyer shall pay 100% (one hundred per cent) of the amount specified in the Seller's proforma invoice in advance within 5 (five) Business Days after the date of the Seller's proforma invoice but in any case at least 3 (three) Business Days prior to the Goods dispatch by the Manufacturer.
b) The Buyer shall effect the payment in accordance with the Contract by telegraphic transfer and without deduction into the Seller's bank account and the Buyer shall indicate the number and the date of the Contract/Amendment and proforma invoice number in the payment reference (the purpose of payment).
c) In case of the amount paid by the Buyer as the Prepayment for the Goods is less than the amount due to be paid for the Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) the Buyer shall effect the payment of such outstanding balance within 5 (Five) days of an appropriate Seller's invoice.
d) In case of the amount paid by the Buyer as the Prepayment for the Goods exceeds the amount due to be paid for the Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) the Parties shall mutually agree if (i) such difference between the amounts will be applied to the further deliveries if applicable or (ii) the Seller shall return such difference between the amounts within 5 (Five) days of an appropriate Verification Act is executed by the Parties.
e) Should the Buyer pays less than 100 % of the amount specified in the Seller's invoice according to clause 5.6.3 above the Seller may, but shall not be obliged to, deliver the quantity of the Goods corresponding the actual amount of Prepayment received from the Buyer.
f) In case of partial prepayment The Buyer shall pay the Goods via the following terms: 5% - 50 % (as specified in the proforma invoice) of the Total Goods Value shall be paid by the Buyer in advance before the Goods dispatched from Manufacturer but in any case not later than within than 5 Business Days after the date of the Seller's proforma invoice, 50 % - 95 % (as specified in the proforma invoice) of the Total Goods Value shall be paid by the Buyer after the Goods dispatched from the Place of Shipment but in any case not later than 5 Business Days after date of Bill of Lading issued at the Place of Shipment. In case the Buyer fails to pay the remaining amount of the Total Goods Value within 5 days as specified above, the Seller shall not be liable to deliver the Goods to the Buyer and is entitled to retain the advance payment paid by the Buyer for compensation of the Seller's expenses and/or losses. Transfer of title and risk shall occur after receiving 100% payment to the Seller's bank account.

5.2.3. Post payment

a) The Buyer shall pay 100% (one hundred per cent) of the amount specified in the Seller's invoice not later than date specified in the Contract.
b) Partial payments shall be allowed.
c) In case financial institutions (ING, RBI, EXIAR) decrease the Buyer's credit limit for the Seller so that it is not enough to fully cover further supplies under the Contract (which shall be confirmed via e-mail by pdf confirmation from the respective financial institution), the Seller is entitled to unilaterally switch the Buyer to prepayment terms of payment upon notification of the Buyer within 3 (three) Business days.

5.2.4. DaP (Documents against Payment)

The present payment terms are governed in accordance with the ICC Uniform Rules for Bank-to-Bank Reimbursements Under Documentary Credits (URR 525).
The payment for the Goods shall be effected by the Buyer as follows:
The Buyer shall pay the Goods via Documents against payment at sight (hereinafter referred to as "D/P at sight" or "DaP at sight" or "DP at sight") in accordance with the conditions specified below.
The payment for the Goods shall be effected by the Buyer as follows:
a) Within ten (10) Business days after the date when the documents stating the right of disposal of the Goods were issued the Seller shall
(i) transfer the originals of such documents to the Seller's Bank and
(ii) send the copy of such documents to the Buyer.

The Parties expressly have acknowledged and agreed that the following documents are considered as the documents stating the right of disposal of the Goods:
i. Commercial invoice;
ii. Delivery order;
iii. Packing list issued by the Seller.

The Parties may mutually agree in writing in the Contract other documents stating the right of disposal of the Goods depend on the reasonable requirement of the respective authority.
b) Upon receipt of the documents stating the right of disposal of the Goods the Seller's Bank shall transfer the originals of such documents to to the Buyer's Bank; provided that such Buyer's Bank was expressly preliminary approved by the Seller in writing.
c) The Buyer shall confirm the Buyer's Bank his consent for payment for the original documents stating the right of disposal of the Goods and shall pay 100% (one hundred per cent) amount specified in the copy of the commercial invoice provided by the Seller via e-mail or mail or fax or any other type of transfer within 5 (five) Business days from the date of receipt of such documents by the Buyer's Bank.
d) The Buyer shall (i) ensure the availability of the total amount to be paid pursuant to Sub clause "c" of this Clause on the date of confirmation to the Buyer's Bank of his consent for payment for the documents stating the right of disposal of the Goods and (ii) effect this payment by telegraphic transfer and without deduction into the Seller's bank account, and the Buyer shall indicate the number and the date of the Contract and invoice number in the payment reference (the purpose of payments).
e) In case the Buyer doesn't pay for the Goods within 5 (five) Business days from the date of receipt of the documents stating the right of disposal of the Goods by the Buyer's Bank, the Delivery order provided by the Seller shall become invalid and the Seller shall have the disposal rights for the Goods in accordance with the Clause 5.10.5. of the GTC.
f) From the date of receipt of the Buyer's consent for payment for the documents stating the right of disposal of the Goods the Buyer`s Bank shall transfer the originals of the documents stating the right of disposal of the Goods to the Buyer.

5.2.5. CAD ("Cash against documents")

The present payment terms are governed in accordance with the ICC Uniform Rules for Bank-to-Bank Reimbursements Under Documentary Credits (URR 525).
The Buyer shall pay the Goods via Cash against documents at sight (hereinafter referred to as "CAD at sight") in accordance with the conditions specified below.
Pursuant to payment terms via CAD at sight the Buyer shall pay for the Goods in advance in the amount specified in the Contract.
The payment for the Goods shall be effected by the Buyer as follows:
a) Within ten (10) Business days after the date when the documents stating the right of disposal of the Goods were issued the Seller shall (i) transfer the originals of such documents to the Seller's Bank and (ii) send the copy of such documents to the Buyer.
The Parties expressly have acknowledged and agreed that the following documents are considered as the documents stating the right of disposal of the Goods:
i. Commercial invoice;
ii. Bill of lading – for delivery by sea, or
Railway bill – for delivery by railroad, or
CMR – for delivery by road;
iii. Packing list issued by the Seller.
The Parties may mutually agree in writing in the Contract other documents stating the right of disposal of the Goods depends on the reasonable requirement of the respective authority.
b) Upon receipt of the documents stating the right of disposal of the Goods the Seller's Bank shall transfer the originals of such documents to to the Buyer's Bank; provided that such Buyer's Bank was expressly preliminary approved by the Seller in writing.

c) The Buyer shall pay 5-15% (five-fifteen per cent) (as it is stipulated in the Contract) of the amount specified in the Seller's commercial invoice in advance within 5 (five) Business Days after the date of the Seller's commercial invoice.
d) The Buyer shall confirm the Buyer's Bank his consent for payment for the original documents stating the right of disposal of the Goods and shall pay the remaining amount specified in the Seller's commercial invoice at the rate of 85-95% (eighty five – ninety five per cent) (depending on the amount of advance payment) within 14 (fourteen) days from the moment of arrival of the Goods to the Place of Destination.
Without prejudice to other provisions of the GTC the advance payment for the Goods paid by the Buyer in accordance with this Clause is considered as the Seller's compensation for storage of the Goods before its actual transfer to the Buyer. In case the Buyer doesn't pay the remaining amount for the Goods within 14 (fourteen) days from the moment of arrival of the Goods to the Place of Destination, the Seller shall be entitled to retain the advance payment for the Goods paid by the Buyer in accordance with this clause for compensation of the Seller's expenses for storage of the Goods.
e) The Buyer shall (i) effect the payments specified in Sub clauses "c" and "d" of this Clause and (ii) ensure the availability of the total amount to be paid pursuant to Sub clause "d" of this Clause on the date of confirmation to the Buyer's Bank of his consent for payment for the documents and effect this payment in accordance with the Contract by telegraphic transfer and without deduction into the Seller's bank account and the Buyer shall indicate the number and the date of the Contract/Amendment and commercial invoice number in the payment reference (the purpose of payments).

f) From the date of receipt of the Buyer's consent for payment for the documents stating the right of disposal of the Goods the Buyer`s Bank shall transfer the originals of such documents to the Buyer.
g) The Parties expressly have acknowledged and agreed that in case of payment for the Goods via CAD at sight the risk and title to the Goods shall transfer from the Seller to the Buyer at the date of receipt by the Buyer of the originals of the documents stating the right of disposal of the Goods.

5.3. Security of the Buyer's Payment Obligations

5.3.1. Parent company guarantee

The Buyer shall provide the Seller with the Buyer's parent company guarantee securing the performance of all the Buyer's obligations under the Contract. The guarantee shall be provided within 10 (ten) Business Days after a relevant Seller's request and shall be in writing, in the form satisfactory for the Seller and issued for the term of the Contract plus 6 (six) months. In the absence of the Buyer's parent company, the guarantee may be issued by an Affiliate(s) or other third party(ies) as agreed with the Seller.
The Seller is not obliged to supply the Goods until the requested guarantee is duly furnished and the Buyer shall pay to the Seller any and all related costs in connection with such delay. If the Buyer delays the provision of the guarantee for more than 10 (ten) Business Days, the Seller is entitled to terminate the Contract.

5.3.2. Defective Performance of Obligations

In the event the Buyer fails to perform or delays the performance of any obligations hereunder at least 2 (two) times during any consecutive 6 (six) months or delays any of the obligations at least once for more than for 1 (one) month, then the Seller shall be entitled by written notice to the Buyer: (i) change the payment terms of the Goods to Prepayment (Clause 5.2.2) and/or (ii) request from the Buyer additional reasonable means of security of obligations, which the Buyer must provide within 15 (fifteen) Business Days following the relevant request. The change shall come into force with the next dispatch of the Goods after the notification. The Seller is entitled to suspend delivery of the Goods until the Goods are paid (as provided in Clause 5.2.2) and/or additional security of obligations is provided. In addition to the foregoing should the Buyer fails to perform any of its payment obligations (including interest payment) for more than for three (3) days the Seller shall be entitled to suspend the shipment of the Goods till the moment when all obligations are fulfilled by the Buyer in full. Such suspension shall not constitute a delay for the purposes of liquidated damages.

5.3.3. Stand-by Letter of Credit

a) **Issuance of the Stand-by Letter of Credit**

The Buyer shall issue the Stand-by Letter of Credit within 5 (five) Business Days from the Longstop date in strict accordance with the terms and conditions set out in Article I of the Contract.

b) **The validity period for the Stand-by Letter of Credit**

The validity period for the Stand-by Letter of Credit is 90 (ninety) days.

c) **Documents**

The documents to be provided by the Seller pursuant to the requirements of a Stand-by Letter of Credit shall be the following:
(i) Seller`s invoice (fax or email copy);
(ii) Transport Document (fax or email copy).

d) **Stand-By Letter of Credit procedure**

The Buyer shall effect the payment 100% (one hundred per cent) of the amount specified in the Seller's invoice within the term specified in the Contract.
In case of the Buyer's failure to effect the payment on the due date in accordance with the Contract the payment should be done by the aforesaid Stand-By Letter of Credit against the presentation by the Seller to the Seller's bank specified in the Seller's invoice of the following documents:
(i) the Seller's (Beneficiary) letter with the following statements (telex, fax or email acceptable):
- the Seller has delivered the Goods in conformity with the Contract and that the invoice has been sent to the Buyer; and
- the payment in accordance with the Seller's invoice for delivery of the Goods is properly due to the Seller, and such payment has not been made to the Seller by the Buyer within the terms of the Contract;

(ii) copy of the Seller's invoice (telex, fax or email acceptable);
(iii) Transport Documents (telex, fax or email acceptable). In case of ITT deliveries - Certificate of ITT.

e) **Stand-by Letter of Credit Conditions**

The payment for the Goods shall be effected by the Buyer as follows:
i. The Buyer shall issue in favor of the Seller an irrevocable Stand-By Letter of Credit payable in strict accordance with the terms and from a bank and in a form confirmed in writing by the Sellers but in any case prior to the Goods dispatch.
ii. The Stand-By Letter of Credit shall be issued in the amount of 110 % (one hundred and ten per cent) of the Planned Contract Quantity or the Planned Monthly Quantity as the case may be and shall be valid for a period specified in Article I of the Contract, save that the Buyer shall extend respectively the validity of the Stand-by Letter of Credit in case of Force Majeure Event.
iii. The Buyer shall provide the Seller with the draft of such a Stand-By Letter of Credit for the preliminary Seller's written approval.

iv. Expenses in connection with the opening, amendment and utilization of the Stand-By Letter of Credit shall be paid by the Buyer.

v. Any and all costs, loss or damage incurred by the Seller as a result of the Buyer's failure to comply with this Clause 5.6 shall be for the Buyer's account.

5.3.4. Reissue of the Guarantee

If the guarantee, including but not limited to bank guarantee, of a parent company or of any other third party(ies) specified in the Clause 5.3.1. hereof and/or the Letter of Credit, and/or the Stand-by Letter of Credit, which were provided by the Buyer to the Seller in accordance herewith, (hereinafter referred to as the "Guarantee", collectively - the "Guarantees") ceases or threatens to cease to be effective and/or valid due to US sanctions and/or EU sanctions, bankruptcy, insolvency, reorganization, liquidation, revocation of a licence or similar proceedings in respect of bank, parent company or any other third party(ies) specified in the Clause 5.3.1. hereof, and/or for any other reason, not related to the Seller, prior to the term herein stipulated, the Buyer shall reissue such Guarantee on the terms and conditions and in accordance with proceedings hereof, promptly but not later than 10 (ten) days from the occurrence of any event indicated in this Clause. Where the Buyer fails to reissue the Guarantee within the specified term, the Seller is entitled upon written notification of the Buyer to suspend performance of all and any obligations hereunder until the new Guarantee is provided, and/or cancel and/or resell or otherwise dispose of the Goods to any third party. The Seller shall be not liable for such suspense of the obligation's(s') performance, and/or cancellation, and/or resale and any other disposal of the Goods. The Buyer shall not be entitled for any claims in connection with such acts of the Seller notwithstanding anything to the contrary herein and in the applicable law.

In any case the Buyer shall reimburse to the Seller within 7 (seven) days from receipt of the written demand all and any costs, charges, expenses and losses, including related to storage, transport, resale and disposal of the Goods, demurrage, incurred by the Seller in connection with non-performance or improper performance of obligation for the Guarantee's/Guarantees' reissue by the Buyer.

PARAGRAPH VI
QUALITY AND QUANTITY

6.1. Quality and Quantity of the Goods

6.1.1. Quality

Save where the Buyer requires a quality inspection pursuant to Clause 6.1.3, the quality of the Goods shall be confirmed by a Certificate of Quality issued by the Seller or by the Manufacturer of the Goods as the case may be.

6.1.2. Quantity

a) The Planned Contract Quantity and/or the Planned Monthly Quantity specified (as the case may be) in the Contract, unless otherwise agreed by the Parties in the Contract, shall be subject to a tolerance of +/-10% (plus/minus ten per cent) in the Seller's option.

b) The Actual Contract Quantity and/or the Actual Monthly Quantity delivered under the Contract shall be equal to the quantity stated in respective Transport Document (in case of ITT deliveries - in the Certificate of In-tank title transfer (the "Certificate of ITT") issued and duly signed by the appropriate Terminal operator and the Inspector).

c) The Actual Contract Quantity shall be the basis for determining the Total Goods Value.

d) Subject to the Contract terms and conditions the tolerance for Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) may be 10% (ten per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively without any right for the Buyer to claim that the Seller will have to meet the Planned Contract Quantity or the Planned Monthly Quantity specified in the Contract, and/or take back any surplus quantities to the Planned Contract Quantity or the Planned Monthly Quantity specified in the Contract as the case may be.

e) In the event that the Seller is not able to supply the Planned Monthly Quantity or the Planned Contract Quantity of the Goods within specified period because of the reduction of the Manufacture production capacity, provided that the Seller informed the Buyer of this reasonably in advance, the Parties shall mutually agree delivery terms for the outstanding quantity of the Goods, and the Seller's suggestions shall be taken into account; provided, however, that it is agreed and acknowledged by the Parties that the Seller will not be obliged and is not expected and may not be required to supply in excess of the production capacity of the Manufacture. The Parties acknowledge that the remedy provided in this Clause will be the sole remedy that the Buyer will have in the event the Seller is not able to supply the Planned Monthly Quantity or the Planned Contract Quantity of Goods during the relevant period.

f) In the event that the Buyer orders less Goods than the Planned Monthly Quantity or the Planned Contract Quantity for a relevant period, the Seller at its own discretion may either: (i) agree to supply the outstanding quantity of the Goods in the next period (the supply schedule shall be decided by the Seller, however, the Buyer's suggestions may be taken into account); or (ii) request the payment of 10% (ten per cent) of the Price of the outstanding quantity of the Goods as liquidated damages of the Seller (the Parties agree that the above amount is genuine pre-estimate of liquidated damages the Seller will suffer if the Seller supplies the Goods less than the Planned Monthly Quantity or the Planned Contract Quantity. Without prejudice to the above, however, if the amount of actual damages exceeds the above amount, the right of the Seller to claim

the actual amount of damages shall not be limited). The Seller shall notify the Buyer the option it chooses to proceed in writing, however, the failure to notify will not evidence the waiver of the Seller's rights described above.

6.1.3. Quality and Quantity Inspection

a) Unless otherwise agreed by the Parties in the Contract, quality and quantity inspection is to be determined at the Place of Shipment (applicable for EXW, FCA, CPT, CIF, FOB, CFR) or the Place of Destination (applicable for DAP, DDP) (as may be applicable in accordance with the Contract or the GTC) by an Inspector such as SGS or similar internationally recognized inspection company mutually agreed between the Parties and in accordance with the standard practice (i) at the place of the inspection or (ii) of the Inspector if there is no standard practice at the place of inspection, unless the Contract or the GTC provides otherwise.

b) The quantity Inspection of the liquid Goods shall be as per the quantity in vacuum (unless the Contract explicitly applies measurement in air or the other method of measurements). The Bill of Loading quantity of the Goods shall be stated based on the Inspection.

Inspection of the other categories of the Goods is to be made upon the Buyer's request, the Seller shall be notified of the inspection at least 7 (seven) days in advance and the Buyer shall provide the Seller's representative opportunity to present in order to observe the Inspection.

c) In the event of determination by the quantity Inspection that the quantity of the Goods does not conform with the quantity stated in the Transport Document for more than 0.5 % (zero point five per cent) (**the "Permitted Deviation"**) the Goods shall be accepted by the value defined by the quantity Inspection with issuance of the respective off-loading acts signed by an Inspector and taking into account the errors of the technical means of controlling the weight of the cargo from the consignor and the consignee, which are used in the calculation of the value of the maximum discrepancy in the weight of the cargo (**Calculation**).

Calculation:

1. Maximum deviation of the weight measurement result at the Place of Destination, M max, kg, (consignee) is calculated by the formula:

Mmax = M1·δ1,2/100%,

where M1 - cargo net weight according to the Transport document, kg (consignor),

δ1 - allowable error limit in cargo weight measurement at the Place of Shipment, % (consignor),

δ2 - allowable error limit in cargo weight measurement at the Place of Destination station, % (consignee).

Values of error limit for the cargo net weight measurement are given in Appendix A to the GTC.

2. Calculate the difference between the cargo weight measurement results at the Place of Shipment and at the Place of Destination: M1 – M2, kg, where M2 - cargo weight measurement result at the Place of Destination, kg (consignee).

If M1 – M2 > 0, check if the following correlation is true:

M1 – M2 ⩽ Mmax

3. If correlation (M1 – M2 ⩽ Mmax) is true, then the deviation of cargo weight measurement result at the Place of Destination station is considered negligible, i.e. there is no underweight, and the cargo weight value obtained at the Place of Destination station is considered correct.

4. If correlation (M1 – M2 ⩽ Mmax) is untrue, then the deviation of cargo weight measurement result at the Place of Destination station is considered significant. Underweight, Mund, kg, is calculated by the formula:Mund = M1 - M2 – Mmax..

The Parties acknowledge and agree that in no event shall the Seller be considered to be in breach of its obligations in respect of delivery the Goods in the quantity provided by the Contract and the Buyer shall not be entitled to claim any losses, or liquidated damages, or any other claims concerning any quantity deviation below the Permitted Deviation.

All claims concerning quantity deviation in excess of 0.5 % (zero point five per cent) shall be submitted by the Buyer according to Clause 6.2. For the avoidance of any doubt, where it is determined that the quantity deviation is in excess of the Permitted Deviation, the Seller shall be responsible only in respect of undelivered quantity above 0.5 % (zero point five per cent).

d) The inspection results shall be documented in the Inspector's Report and shall be conclusive and binding on the Parties for invoicing purposes, for quality purposes and/or for quantity purposes and shall be final and binding for both Parties, except in case of fraud or manifest error.

e) In the event that (i) the quality of the Goods does not conform with the contractual Specification or (ii) the quantity of the Goods does not conform the conditions of the Contract, the Parties shall discuss the Buyer's remedies for such non-conforming the Goods. The remedies may include, for example, a price adjustment for the Goods. The outcome of the Parties' discussion shall be documented in a written Amendment, which shall take effect from the Amendment Effective Date agreed between the Parties.

f) The costs of the inspection (as per terms of Clauses a) and b)) shall be equally shared between the Seller and the Buyer (and the terminal, if the terminal participates in the inspection). Any other inspections and related services, if required by the Buyer, shall be paid solely by the Buyer; provided, however, that only results of the inspections as provided in Clauses a) and b) will have the final and binding effect on the Parties.

g) The Inspector shall issue his report to the Seller and the Buyer as soon as practicable. The Inspector shall retain samples taken for at least 90 (ninety) days from the date of inspection.

6.1.4. Deviation from the Planned Amount of the Goods

a) In case the Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) is in excess of 100% (one hundred per cent) but less than or equal to 110% (one hundred and ten per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively the Buyer shall effect the payment of such outstanding balance within 3 (Three) Banking Days of an appropriate Seller's invoice.

b) In case the Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) is less than 100% (one hundred per cent) but in excess of or equal to 90% (ninety per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively, the Seller at its own decision has the option to either: (i) meet the Planned Contract Quantity or the Planned Monthly Quantity (as the case may be) in further deliveries, or (ii) repay to the Buyer (pay back, return) the Prepayment paid by the Buyer for the Goods not delivered within 3 (three) Banking Days after the execution of the respective Verification Act (option (ii) is not applicable to post payment of the Goods); or (iii) apply such amount of the Prepayment paid by the Buyer for the Goods not delivered to the further deliveries of the Goods (if applicable). In either event the conditions set forth in this Clause shall be the Buyer's sole and exclusive remedy for such short delivery, howsoever caused, always excepting fraud, and the Seller shall have no other liability to the Buyer whatsoever.

c) In the event that the Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) is in excess of 110% (one hundred and ten per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively, the Buyer at its own option shall have the right to either: (i) return any quantity in excess of 110% (one hundred and ten per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively to the Seller at the Seller's expense, or (ii) to retain any Goods quantity in excess of 110% (one hundred and ten per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively upon its agreement to pay the Price for the entire quantity taken provided that any of such Buyer's decisions shall be made within 1 (one) day after Delivery Date of the respective Goods. The payment for such Goods shall be made by the Buyer within 3 (Three) Banking Days after the Seller's invoice date.

d) In the event that the Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) is less than 90% (ninety per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively, the Buyer has the right to require the Seller to pay to the Buyer direct losses incurred by the Buyer in connection with the event where Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) is less than 90% (ninety per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively, provided that such direct losses are evidenced by the sufficient documents; such payment shall be made within 7 (seven) days after the execution of the respective Verification Act by the Parties. It is expressly mutually agreed and acknowledged by the Parties that in any case maximum amount of the direct losses may not exceed 10% (ten per cent) of the price of the Goods which were not delivered. Subject to all other conditions of the GTC, where the Seller is exempt from any liability (responsibility), in either event the Buyer's rights set forth in this clause shall be the Buyer's sole and exclusive remedy for such short delivery, howsoever caused, always excepting fraud, and the Seller shall have no other liability to the Buyer whatsoever.

e) In the event that the Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) is in excess of 110% (one hundred and ten per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively and the Buyer fails to state its intention to return excess the Goods within the period specified above, the Buyer will be deemed irrevocably to have retained the excess the Goods and will accordingly pay for the excess the Goods retained within 3 (Three) Banking Days after the Seller's invoice.

f) In the event that the Actual Contract Quantity or the Actual Monthly Quantity (as the case may be) is less than 90% (ninety per cent) of the Planned Contract Quantity or the Planned Monthly Quantity respectively and the Buyer fails to state request to compensate within 10 (ten) days after the Delivery Date, the Buyer will be deemed irrevocably agreed with the Seller's obligation to meet the Planned Contract Quantity or the Planned Monthly Quantity respectively (as the case may be) in further deliveries.

6.2. Claims

6.2.1. Claims if any on quality and/or quantity of the Goods to be provided by the Buyer to the Seller within 45 (forty-five) Business Days after the Delivery Date, unless other terms are not specified by the Parties in the relevant clauses of the GTC. If the Buyer falls to make a claim within the agreed period of 45 (forty-five) Business Days after the Delivery Date such claim will automatically be considered as time barred, null and void, and such delivered the Goods shall be deemed accepted by the Buyer and in accordance with all terms and conditions of the GTC and further claims in respect of the quality and/or quantity of the Goods are not permitted and may not be enforced.

6.2.2. The Buyer shall not be entitled to use a claim in relation to a particular shipment of Goods as a basis for the refusal to accept other shipments of the Goods delivered under the Contract, or the Goods delivered pursuant to any other Contract agreed between the Parties.

6.2.3. Unless otherwise specified in the Contract and/or the GTC any cause of action and/or claim that Buyer may have against Seller under the Contract shall be brought within two(2) years after the cause of action and/or claim accrues, failing which the Buyer shall be deemed to have waived its rights relating thereto.

PARAGRAPH VII
LIABILITY

7.1. Responsibilities of the Parties

7.1.1. Delivery liquidated damages. For each full Week that the Seller delivers the Goods late commencing 30 (thirty) days after the latest date of delivery/shipment (whichever provided by the Contract) the Buyer shall be entitled to demand liquidated damages from the Seller for such delivery delay in the amount equal to 0.1% (one tenth of one per cent) of the price for the late delivered Goods per day, up to a maximum of 10% (ten per cent) of the price for the late delivered Goods per day.

The Parties acknowledge and agree that in no event shall the Seller be considered to be in breach under the Contract due to any late delivery and the Buyer shall not be entitled to liquidated damages until the Seller is at least more than 30 (thirty) days late under the terms and conditions specified in the Contract. The Seller shall not be liable to the Buyer in liquidated damages for delay caused by a Force Majeure Event, failure or default on the part of the Buyer, or where the Seller is entitled to delay delivery pursuant to the terms of the Contract.

The Parties acknowledge and agree that in no event shall the Seller be considered to be in breach under the Contract due to any late delivery or non-delivery of the Goods and the Buyer shall not be entitled to claim any losses, or liquidated damages, or any other claims in case of the planned Manufacture production capacity repair. Provided that the Seller shall notify the Buyer of such repair not later than one week prior to the month when the repair is planned. The Parties acknowledge and agree that Seller's notification of the repair is enough and sufficient evidence and confirmation of the planned repair.

THE LIQUIDATED DAMAGES OUTLINED IN THIS SUB-CLAUSE 7.1.1 TOGETHER WITH THE TERMINATION RIGHTS SET OUT AT CLAUSE 8.8.3 SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY LATE DELIVERY OF ANY GOODS OR PART THEREOF AND THE SELLER SHALL HAVE NO FURTHER LIABILITY WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY, OR INCLUDING DELIBERATE REPUDIATORY BREACH OF THE CONTRACT).

7.1.2. Interest for late payment. In case the Buyer fails to comply with the terms of the payment set out in the Contract the Buyer shall pay to the Seller interest on the outstanding amount for each day of delay at the rate of twelve per cent (12%) per annum.

7.1.3. Suspension. If the conditions or terms of payment are breached by the Buyer the Seller may, at the Seller's option, either suspend delivery of the Goods to the Buyer or unilaterally terminate the Contract. Such suspension shall not constitute a delay for the purposes of liquidated damages.

7.1.4. Late acceptance. In the event that the Buyer fails or refuses to accept delivery of the Goods or any part thereof pending laytime (i.e. have not commenced the accepting and unloading/loading of the Goods as the case may be; or furnished the Seller with explanation of delay and further instructions as regards the Goods satisfactory for the Seller); provided that such Goods have been delivered in accordance with the terms of the Contract, without prejudice to the Seller's other rights under the Contract or the applicable Law, the Seller is entitled to pass the Goods to an appropriate local logistics and/or storage company at the Buyers risk and expense of which the Buyer shall be notified within a reasonable time. The Seller is entitled to exercise its right hereunder irrespective of whether the title to the Goods has passed to the Buyer under the Contract or not. The quantities of the Goods confirmed by such a logistics or storage company upon receipt of the Goods shall be deemed as due confirmation of the quantities of the Goods delivered by the Seller; the term for quality claims for the Goods specified in Clause 6.2 shall commence as of the expiration of the laytime. The Seller shall be entitled to claim without limitation all and any transport and/or insurance cancellation costs, storage costs, additional transport costs, customs duties, demurrage and other similar or related costs and all expenses arising out of or in connection with such late acceptance from the Buyer till the moment when the Goods are taken by the Buyer.

7.1.5. The Seller's disposal rights. In the event that the Buyer (or the Buyer's authorized representative, or the Buyer's Carrier, etc.) fails or refuses to accept delivery of the Goods or any part thereof within 5 (five) days after the Delivery Date unless otherwise mutually agreed by the Parties, entirely without prejudice to the Seller's other rights under the Contract or the applicable Law, the Seller shall at its sole discretion be entitled to sell the quantity of the Goods which were not taken by the Buyer. The Seller is entitled to exercise its right hereunder irrespective of whether the title to the Goods has passed to the Buyer under the Contract or not. The Selleris also entitled either to:

(i) to demand the Buyer to reimburse all Seller's costs of sale including, without limitation, storage costs, additional transport costs, customs duties, and other similar or related reasonable costs and expenses together with any difference in the price obtained for the Goods when compared to the Price of the Goods set out in the Contract; or

(ii) to deduct the amount of the received advance payment (applicable to the prepayment or CAD) for the damages incurred by the Seller as a result of such refusal; after calculating the damages the remaining part of the advance payment shall be either returned to the Buyer or offset against further deliveries. The Seller is entitled to exercise its right hereunder irrespective if the title to the Goods has passed to the Buyer under the Contract or not.

7.2. Limitations of Liability

7.2.1. Nothing in this Agreement shall limit or exclude either party's liability for

(i) death or personal injury resulting from the negligence of that Party or its directors, officers, employees, contractors or agents;

(ii) any breach of undertaking as to title, quiet possession, and freedom from encumbrance implied by law, including any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

(iii) any losses to the extent caused by fraud, fraudulent misrepresentation, deceit or dishonesty; or

(iv) any other liability which cannot be excluded or limited by law.

7.2.2. Subject to clauses 7.1.4, 7.2.1. and 7.2.2., under no circumstances shall either Party be liable whether based on a claim in contract, tort (including negligence), under any indemnity, breach of statutory duty, or otherwise arising out of, or in relation to, the Contract for:

(i) any loss of profit or revenue (save in relation to Seller's loss of profit arising from Buyer's failure and / or inability to make a payment due under the Contract as well as from the Buyer's failure or refusal to take or accept delivery of the goods or any part thereof contrary to the terms of the contract);

(ii) loss of goodwill;

(iii) any cost of labour;

(iv) loss of further business

(v) repudiatory breach; or

(vi) any indirect or consequential loss (including where such loss or damage is of the type specified in clause 7.2.1. (i) to (iii)),

even if the Parties have been advised of the possibility of such damages.

7.2.3. Subject to Clauses 7.2.1 and 7.2.2, in no event shall the Seller's liability to the Buyer whether based on an action or claim in contract, tort (including negligence), under an indemnity, breach of statutory duty or otherwise arising out of, or in relation to, the Goods or the Contract, exceed the Total Goods Value (including, but not limited to transportation costs, storage costs, etc.) paid to the Seller by the Buyer for the Goods under the Contract in the 12 (twelve) month period prior to the occurrence of the default by the Seller .

7.2.4. Adverse Weather. The Parties shall not be liable for delay caused by adverse weather. Notwithstanding the customary rules at the Place of Destination the Parties agree to evenly split losses caused by the adverse weather conditions and beyond the insurance coverage or other compensation from third parties.

PARAGRAPH VIII
MISCELLANEOUS

8.1. Health, Safety and Environment

8.1.1. The Goods supplied by the Seller are in a condition which the Seller reasonable considers to not constitute a hazard to health or safety, provided that the Goods are handled, used and stored in accordance with industry best practice safety practices applicable to the Goods. The Buyer shall, for its own protection, consult the Manufacturer's Material Safety Data Sheet (**MSDS**) (if any), relevant codes of practice and factory inspectorates with regard to adequate hygiene, safety and environmental standards and enforcement thereof, with respect to handling, processing and storing of the Goods, their by-products and wastes of any sort.

8.1.2. The Buyer warrants to the Seller that it is aware of and understands the information in the MSDS for the Goods and it will adopt appropriate procedures to ensure that all persons or agents authorised by the Buyer to carry out any of the rights, duties or obligations of the Buyer under the Contract and all of the Buyer's other officers, employees, contractors and agents who are involved in the loading, transportation, delivery, handling or use of the Goods sold and delivered to the Buyer under the Contract are aware of, and comply with the information provided in the relevant MSDS.

8.1.3. The Buyer accepts the inherent risks associated with the Goods as set out in this Clause 8.1.3 and shall accordingly have no claim of any kind against the Seller directly or indirectly arising from damage to any property or person as a result of direct or indirect exposure to the Goods.

8.1.4. The Seller shall not be liable for any cost, loss or damage resulting from the receipt of the Goods in non-compliant storage facilities. The Buyer shall indemnify the Seller against any claim which any third party might have or bring against the Seller in this respect.

8.1.5. Any advice given by the Seller concerning storage, transport, use or application of the Goods delivered shall be on a without prejudice basis and the Seller shall not be liable for any loss, damage or expense resulting from observance of such advice.

8.1.6. When being in the territory of the Manufacturer the Buyer and the representatives of the Buyer undertake to comply with the HSE Requirements published on the Seller's website (http://sibur-int.com/upload/documents). The Buyer has read, accepted and agreed with the HSE Requirements.

8.2. REACH

8.2.1. Notwithstanding any other provision to the contrary in the Contract or the GTC, in providing the Buyer with a Chemical Abstract Service Index Number and/or Existing Commercial Chemical Substances Number and/or any other health,

safety and environmental information relating to the Goods pursuant to this Clause 8.2.1., regardless of their source, the Seller provides no warranty or representation as to the accuracy or completeness of such identification number(s) or information relating to it and needed by the Buyerand/or reasonably requested by the Buyer to comply with the requirements of REACH, hence the Seller accepts no liability for loss, damage, delay or expense incurred by the Buyer for whatever reason arising from its reliance on the accuracy of the identification numbers or other information hereunder provided and /or the existence of a valid (pre-) registration of the Goods to be imported into the EU/EEA.

8.3. Sanctions

The Buyer hereby confirms that he is aware and complies with all applicable Sanctions. Notwithstanding anything to the contrary elsewhere in the Contract or the GTC:

8.3.1. Neither Party shall be obliged to perform any obligation otherwise required by the Contract (including without limitation an obligation to (a) perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity, or (b) engage in any other acts) if this would be in violation of, inconsistent with, or expose such Party to any Sanctions binding on that Party. by virtue of Law or the Contract.

8.3.2. Where any performance by a Party would be in violation of, inconsistent with, or expose such party to the Sanctions, such Party (the "Affected Party") shall, as soon as reasonably practicable give written notice to the other Party of its inability to perform. Once such notice has been given the Affected Party shall be entitled:

i. to immediately suspend the affected obligation (whether payment or performance) until such time as the Affected Party may lawfully discharge such obligation; and/or
ii. where the inability to discharge the obligation continues (or is reasonably expected to continue) until the end of the contractual time for discharge thereof, to a full release from the affected obligation, provided that notwithstanding the foregoing, where the relevant obligation relates to payment for the Goods which have already been delivered under the Contract, the affected payment obligation shall either (i) remain suspended until such time as the Affected Party may lawfully resume payment, or (ii) be cancelled by the Seller, provided that the Parties will have the opportunity to carry into execution the return of such Goods to the Seller, unless otherwise agreed by the Parties in writing; and/or
iii. where the obligation affected is acceptance of the Vessel, to require the nominating Party to nominate an alternative Vessel;

in each case without any liability whatsoever (including but not limited to any damages for breach of Contract, penalties, costs, fees and expenses).

8.3.3. Nothing in this Clause shall be taken to limit or prevent the operation, where available under the governing law of the Contract, of any doctrine analogous to the English Common Law doctrine of frustration.

8.3.4. Additional conditions in case of Goods delivery to Ukraine and/or Baltic region.

a) Notwithstanding any provisions of the GTC and/or the Contract to the contrary, in the event that any respective authority of Russia, Ukraine or any Baltic region (namely, Lithuania, Latvia, Finland or Estonia for the purposes of this Agreement) imposes any Sanctions which prevent the Seller from performing its obligations under the Contract, the Seller shall be entitled to unilaterally terminate the Contract without incurring any liability to the Buyer for non-performance of obligations under the Contract or on any other basis (other than any liabilities that have accrued prior to such termination of the Contract).

b) In the event that the Buyer has already paid for the Goods under the Contract being terminated by the Seller according to sub clause 8.3.4. (a) above on the terms of prepayment, the Seller shall return to the Buyer the received amount of prepayment within 10 (ten) Business Days from the date of termination of the Contract (in accordance with sub-clause 8.3.4. (a)) to the extent such return is not prohibited or restricted by imposed Sanctions, trade restrictions or embargoes.

c) Seller shall not be liable for not fulfilling/partial fulfilling of its obligations under the Contract if JSC Russian Railways or any other Carrier refuses to accept the Goods for the transportation.

8.4. Anti-Corruption

8.4.1. Each Party hereby represents and warrants to the other that:

a) it has knowledge of the Anti-Corruption Laws and shall maintain at all times an adequate system of internal controls, procedures, and policies that monitor, prohibit, and protect against any act, conduct, or omission that would constitute a violation of the Anti-Corruption Laws;

b) no Public Official or close relative (i.e., spouse, child, parent, or sibling) of a Public Official is associated with it whether as an investor, officer, employee or shadow director;

c) neither Party nor its officers, directors, employees and/or affiliates has been the subject of an investigation, settlement or conviction for bribery or other form of corruption, nor has any such person been included on any list maintained by the U.S. Government or the UK or any other applicable jurisdiction as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programmes;

d) it has not taken and will not take (and agrees that its officers, directors, employees and/or affiliates have not taken and will not take) directly or indirectly in connection with its obligations under this Agreement, any action that would constitute a violation of the Anti-Corruption Laws, including but not limited to making any offer, payment, promise to pay, or authorisation of the giving of any monies or financial or other advantage to any person:

i. for the purpose of inducing or rewarding that person or any other person to perform their role or function improperly;

ii. where receipt of that advantage would result in that person or any other person performing their role or function improperly;
iii. for the purpose of influencing a Public Official in relation to any decision, act or other performance of their official role or function, including a decision to fail to perform that role or function, so as to obtain or retain business or a business advantage of any kind; or
vi. or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or
e) its officers, directors, employees and/or affiliates will not, directly or indirectly, in connection with its obligations under this Agreement, request, agree to receive, or accept any monies or financial or other advantage in return or as a reward for performing their role or function improperly; and
f) it will ensure that all its officers, directors, employees, and/or affiliates conducting activities under this Agreement available for compliance training.

8.5. Enforcement
a) Each Party shall promptly (and in any event within five Business Days of becoming aware) report to the other Party:
i. any actual or potential breach of clause 8.4; or
ii. any request or demand received for any bribe or equivalent undue financial advantage made in connection with the performance of the Contract.
b) Each Party shall promptly (and in any event within five Business Days of becoming aware) report to the other Party:
i. i. the other Party is in breach of any of Anti-Corruption Laws without prejudice to the other rights of the respective Party under the Contract or the applicable Law; or
ii. there is evidence of repeated inadequacies in the other Party's anti-bribery and corruption compliance.
c) Each party shall indemnify and hold the other party harmless from any claims, suits, investigations, penalties, fines and/or costs of any kind arising from, or relating to, any breach of Clause 8.3 and 8. 4. This Clause 8.5(c) shall survive any termination of the Contract.
d) Each party agrees that full disclosure of information relating to a possible violation by the other party (or its shareholders, directors, officers, employees or Affiliates) of Clause 8.4 may be made at any time and for any reason to any government or regulatory agency, entity or party.

8.6. Compliance with applicable Laws
Each Party hereby warrants to the other Party that as of the date of the Contract and on each subsequent occasion it performs obligations under the Contract, it conducts such activity in compliance with all applicable Laws of the relevant territory (or territories).
8.6.1. The Buyer represents and warrants that Goods purchased by the Buyer from the Seller shall be used for peaceful and non-military purposes and that Goods purchased by the Buyer from the Seller shall not be used by the Buyer, any third parties, including, but not limited to, end-user, end-buyer of the Goods, directly or indirectly, for the any other purposes:
a. for use in a nuclear fuel cycle not covered by IAEA safeguards (including, but not limited to, the creation of nuclear explosive substances, special non-nuclear materials and related technologies);
b. for use for any military purposes, including, but not limited to, as a component for production of chemical, biological, nuclear or missile weapons and means of its delivery;
c. for the development, production, storage, maintenance and use of military and/or nuclear facilities, military equipment and/or materials and/or for military purposes dual-use items and materials and related technologies.
The breach of obligations under clauses 8.6.1. by the Buyer constitutes a material breach of the Contract. The Buyer shall unconditionally indemnify and hold the Seller harmless for any damages, penalties and expenses incurred by the Seller arising out of and/or in connection with the Buyer's breach of obligations under clauses 8.6.1.

8.7. Arbitration and Governing Law
8.7.1. Both the Contract and the GTC shall be governed by, interpreted and construed in accordance with the laws of England notwithstanding the choice of law rules of any jurisdiction and determined without reference to the principles of conflicts of laws.
8.7.2. Save for the case specified in clause 8.7.3 hereof, any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the SCC Rules, which Rules are deemed to be incorporated by reference into this clause.
The rules for expedited arbitrations shall apply where the amount in dispute does not exceed EUR 500,000. Where the amount in dispute exceeds EUR 500,000 the arbitration rules shall apply. The arbitral tribunal shall be composed of a sole arbitrator where the amount in dispute exceeds EUR 500,000 but not EUR 1,000,000. Where the amount in dispute exceeds EUR 1,000,000, the arbitral tribunal shall be composed of three arbitrators. Any nonmaterial dispute shall be settled by the arbitral tribunal of three arbitrators.

In case the size of the claim is changed, so that the dispute shall be considered in a different order (for example, if the original dispute was declared on 50, 000 EUR at an expedited arbitration and then the claim was increased to 1, 500,000 EUR, the dispute shall be considered in the normal way by three arbitrators) arbitration proceedings should be terminated and started from the beginning in accordance with this arbitration clause. The amount in dispute includes the claims made in the request for arbitration and any counterclaims made in the answer to the request for arbitration.

8.7.3. Notwithstanding clause 8.7.2 above, any dispute, controversy, claim or difference relating to or arising out of demurrage in Delivery by Sea due or alleged to be due under the Contract shall be referred to arbitration in London in accordance with the London Maritime Arbitrators Association (**LMAA**) Terms current at the time when the arbitration proceedings are intended to be commenced, which Terms are incorporated by reference into this Clause.

The LMAA arbitral tribunal shall be composed of 3 (three) arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 (fourteen) calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within 14 (fourteen) calendar days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 (fourteen) calendar days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the demurrage claim nor any counterclaim exceeds the sum of USD 10,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

8.7.4. Each Party shall submit the documents in English. Documents submitted in a language other than English shall be translated into English at the expense of the Party submitting the documents. Each Party shall have the right, at its sole cost and expense, to have an interpreter attend the arbitration hearings if it so chooses.

8.7.5. Subject expressly to clause 8.7.3 above, the seat of the arbitration shall be Stockholm, Sweden, where all hearings shall take place. The arbitration proceedings shall be conducted in the English language, and the award shall be in English.

8.7.6. The decision of the arbitrators shall be final and binding on the Parties. The arbitrators' awards shall be consistent with the limitations of liability and other terms and conditions set out in the Contract, to the extent permitted by English law.

8.7.7. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.

8.8 Duration and Termination

8.8.1. The Contract shall come into effect on the Effective Date shall continue in force until all obligations have been fulfilled (unless earlier terminated hereunder or the Parties agree otherwise in writing) and/or until such time as all payments are made by the Buyer in full.

8.8.2. Buyer's default

a) The Seller may, at its sole discretion and in addition to any other legal remedies it may have, upon giving five (5) Business Days' written notice to the Buyer, suspend all deliveries under the Contract and/or unilaterally terminate the Contract where:

i. the Buyer is in breach of any condition of the Contract;

ii. delivery or unloading of the Goods is delayed due to any cause(s) attributable to the Buyer and such delay is not excused by any other provision of the Contract;

iii. loading or unloading of the Goods is delayed by more than 10 (ten) hours after the NOR has been tendered or a train or truck has been arrived at the Place of Destination due to reasons attributable to the Buyer;

iv. there is a major change in the direct or indirect ownership of the Buyer or its parent company;

v. the Buyer or its parent company commences, or becomes the subject of, any bankruptcy, insolvency, reorganization, administration, liquidation or similar proceeding or is in the Seller's reasonable opinion expected to be unable or unwilling to pay its debts as the same become due;

vi. the Buyer or its parent company ceases or threatens to cease to function as a going concern or conduct its operations in the normal course of business;

vii. a creditor attaches or takes possession of all or a substantial part of the assets of the Buyer or its parent company; or

viii. if applicable, the Buyer delays the provision of the parent company guarantee or other security of its obligations as provided in the Contract for more than 10 (ten) Business Days. applicable, the Buyer delays the provision of the parent company guarantee or other security of its obligations as provided in the Contract for more than 10 (ten) Business Days.

b) Where the Seller suspends delivery of the Goods due to any of the events referred to under the sub clause 8.8.2 a) the Seller may, so long as such event is continuing, at any time unilaterally terminate the entire Contract.

c) Where, pursuant to Clause 8.8.2 (a)(ii) above, the Seller, under a Contract providing for multiple deliveries, temporarily suspends the delivery of the Goods and then decides to resume deliveries under the Contract, the Seller may cancel the suspended delivery and shall be under no obligation to make up for any quantity of the Goods that would have been delivered to the Buyer but for such suspension.

d) Where the Contract provides for multiple deliveries, then the rights given to the Seller in this clause 8.8.2 apply to all deliveries such that where the Seller is allowed to terminate in respect of one delivery, then it is entitled to terminate all the remaining deliveries.
e) Any termination of the Contract by the Seller shall be without prejudice to the rights and obligations of each Party as accrued on the date of termination.

8.8.3. Seller's default

a) The Buyer may at its sole discretion, and in addition to any other legal remedies it may have, upon giving 5 Business Days prior written notice to the Seller, terminate the Contract, where the Seller, for any reason whatsoever, is in a material breach of any conditions of the Contract.
b) In relation to multiple deliveries under the Contract, the Buyer's right to terminate under this Clause 8.8.3 or otherwise, only applies to the delivery in respect of which the Seller is in breach and not to future deliveries.
c) Any termination of the Contract by the Buyer shall be without prejudice to the rights and obligations of each Party as accrued at the date of termination.
d) In the event of termination of the Contract by either Party pursuant to the provisions of Clause 8.8.2 (Buyer's Default) or Clause 8.8.3 (Seller's Default) then, save where the Buyer has terminated only part of a multiple delivery Contract, and in addition to any direct losses arising from the default or breach, the Party so terminating shall be entitled to claim damages from the Party in default as if the Party in default had failed to deliver or failed to accept, as the case may be, such quantity of the Goods as remained to be delivered under the Contract at the date of termination.

8.8.4. Force Majeure

a) Except in relation to any failure or inability to make a payment due under the Contract, and the Buyer's liability for demurrage due hereunder, (which shall not be excused), neither Party shall be liable to the other Party (non-availability of funds is not meant here) for any delay or non-performance of any obligations under the Contract (other than the payment of money) if such delay or non-performance is, except in the cases specified in clause 8.3,
(i) due to circumstances reasonably beyond such Party's control, including but not limited to any fires, strikes, lockouts, labour disputes of any kind, partial or general stoppage of labour, breakdown of or accident to the Manufacturer or warehouse or storehouse, machinery facilities, delays of carriers due to break down or adverse weather, explosions, floods, drought, war, sabotage, any local or national health emergency, appropriations of property, civil disorders, government requirements, rules, orders or any other acts issued or requested by any governmental or other public authorities or any person purporting to act on behalf of such authorities, civil or military authorities, acts of aggression, terrorism (or the threat thereof), acts of God or of the public enemy or any other causes beyond Party's reasonable control, except for the causes specified in clause 8.3, (hereinafter "Force Majeure Event"), and
(ii) could not have reasonably been prevented by such Party taking commercially reasonable precautions or customary steps to circumvent or mitigate such circumstances (if and to the extent such events were reasonably foreseeable).
b) The Party whose performance is affected by a Force Majeure Event shall provide written notice to the other Party of such Force Majeure Event, specifying the nature and the expected duration of the Force Majeure Event, within 10 (ten) Business Days after the Force Majeure Event begins, and shall take prompt action using its commercially reasonable efforts to remedy the effects of the Force Majeure Event. If requested by the Party not affected by a Force Majeure Event, the Parties shall discuss the Force Majeure Event and further steps in order to fulfil the Contract obligations.
c) The Seller when affected by a Force Majeure Event which prevents or hinders the supply of the Goods to the Buyer or any other customer shall apportion any quantity of the Goods remaining available to it pro rata between itself, the Buyer and third parties (including the Seller's Affiliates) with whom the Seller then has contractual commitments to deliver the Goods, provided that those arrangements were entered into prior to the occurrences of the Force Majeure Event.
d) In case of a Force Majeure Event declaration, the party affected by it shall have no obligation to acquire by purchase or otherwise any shortfall of the Goods which by reason of Force Majeure Event such party is unable to deliver to the other party under the Contract.
e) If the affected party's inability to perform lasts more than 60 (sixty) days, any Goods, the delivery of which has been prevented by the Force Majeure Event, may be cancelled by either of the Parties by giving of notice to the other. In such cases neither of the Parties will be entitled to claim from the other Party any compensation for possible losses.
f) A certificate or other document describing the occurrence of the Force Majeure Event issued by the respective Chambers of Commerce of the Seller's or the Buyer's country or of a transit country or any Applicable Authority shall be a sufficient proof of Force Majeure Event and its duration.
g) In the event that the affected party's inability to perform exceeds three (3) months, the Party not affected by a Force Majeure Event shall, on giving of 30 (thirty) days written notice, have the right to terminate the Contract. Where the Contract is so terminated, neither Party will be entitled to compensation or damages arising from or in connection with this Clause, save in respect of shipments delivered prior to the Force Majeure Event.

PARAGRAPH IX
FINAL PROVISIONS

9.1.1. Entire Contract. This Contract (including the GTC and any addenda, attachments or amendments) constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

9.1.2. Amendments. no amendment or variation of the Contract shall be effective unless in writing and signed by a duly authorized representative of each of the Parties to it, (except for a Sales Order Confirmation concluded by electronic means pursuant to Paragraph II above). Without limiting the above, the Seller is entitled to unilaterally change the GTC from time to time by uploading the new version of the GTC to the Seller's website at www.sibur-int.com. The new version of the GTC shall come into force within 10 (ten) Business Days after such upload.

9.1.3. Assignment.
The Buyer shall not be entitled to assign all or any of its rights under the Contract or transfer its obligations under the Contract to a third party without the prior written consent of the other Party (and the Seller may not unreasonably refuse or delay the issuance of this authorization). Seller shall have the irrevocable right to transfer all of its rights and obligations under this Contract to a third party upon sufficient prior notice to Buyer. For the purposes of this clause 9.1.3, 24 hours shall be considered sufficient prior notice.Any attempt at assignment in violation of this Clause shall be null and void.

9.1.4. Binding effect. The terms and conditions of the Contract shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective permitted successors and assigns.

9.1.5. No Third Party beneficiaries. Nothing in the Contract will give rights to any third parties and the provisions of the Contract (Rights of Third Parties) Act 1999 as amended from time to time are specifically excluded.

9.1.6. The Parties' relationship. The relationship hereby established between the Seller and the Buyer is solely that of the Seller and the Buyer. Each is an independent contractor engaged in the operation of its own respective business, and nothing in the Contract shall be construed to create a partnership, agency, joint venture, pooling, and franchise or employer-employee relationship between the Parties. Neither Party has the power or the authority to act for, represent, or bind the other Party (or any of the other Party's Affiliates) in any manner.

9.1.7. Execution. Either Party may sign the Contract and any related amendments attachments, or other documents by its duly authorised representative, provided that the Seller may also execute any of the said documents by facsimile signature of its authorised representative having the same force as his handwritten signature, and send a copy to the other Party by fax or email. Where original documents are required these shall be provided within 30 (thirty) days after the receipt of the copy document(s).

9.1.8. The Seller's warranties, guarantees and representations. The Seller warrants that it has full legal title to the Goods and that it has full right and power to convey such title to the Buyer. FOR THE AVOIDANCE OF DOUBT THE SELLER MAKES NO GUARANTEES, WARRANTIES, REPRESENTATIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR SUITABILITY OF THE GOODS FOR A PARTICULAR PURPOSE, CONCERNING THE GOODS. ANY WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY LAW, CUSTOM, CONTRACT, STATUTE OR OTHER LEGAL THEORY OR OTHERWISE, WHETHER AS TO MERCHANTABILITY, QUALITY, FITNESS FOR PURPOSE OF THE GOODS OR OTHERWISE ARE SPECIFICALLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW.

9.1.9. Notices. Subject to par. 2 (to the extent of an inconsistency with this clause 9.1.9., any consent, agreement, approval or notice required or permitted to be given or made under the Contract by one of the Parties hereto to the other Party shall be in writing and in English (unless otherwise agreed by the Parties) and shall be delivered in person or by Federal Express, DHL (or other recognized international courier service requiring signature upon receipt) or by facsimile or email (as evidenced by a paper copy of such email).
In proving the giving of a communication, it shall be sufficient to prove that delivery was made to the appropriate address, or the communication was properly addressed and posted by an appropriate courier, or the fax was properly addressed and transmitted or the email was sent to the appropriate email address and dispatch of transmission from the sender's external gateway was confirmed as specified in the Contract.

9.1.10. The date of receipt. The date of receipt of the notice, demand or other communication will be (i) if delivered by hand, at the time of delivery, (ii) if delivered by courier – on the 14th (fourteenth) day after the same is so mailed, except in the event of disruption of the postal service in which event the notice, demand or other communication will be deemed to be received only when actually received; (iii) if sent by fax, at the time of transmission; and (iv) if sent by email, at the earlier of: the time a return receipt is generated automatically by the recipient's email server; the time the recipient acknowledges receipt; and 24 (twenty four) hours after transmission, unless the sender receives notification that the email has not been successfully delivered.

9.1.11. Change of notice details. Either Party hereto shall promptly notify the other Party in writing as to the change of notice details of the Party and the new details to which notice shall be given to it thereafter. Either Party shall promptly notify the other Party in writing in case of any changes in VAT-IDs, changes of their validity or other related details of the other Party.

9.1.12. The originals provision. Where original documents are required to be delivered in accordance with the Contract, such documents shall be sent either by certified mail or by courier to the postal address of the receiving Party as stipulated in the Contract.

9.1.13. Language of the correspondence. All correspondence concerning the Contract shall be conducted in English.

9.1.14. Expenses. Whether or not the transactions contemplated hereby are consummated, all costs and expenses (including the expenses, costs and fees of each Party attorneys, auditors and financial and other professional advisors) incurred in connection with the Contract and/or the drafting or negotiation of the terms and conditions of the Contract and/or any other transaction arising out of or in connection with the Contract shall be borne and paid by the Party incurring such costs and expenses.

9.1.15. Waiver. Any failure on the part of any Party hereto to comply with any of its obligations, agreements or conditions under the Contract may only be waived in writing by the Party to whom such compliance is owed but such waiver will not be considered to be a waiver of future failure(s) to comply with an obligation, agreement or condition. No act or omission by a Party may be deemed to be a waiver of any rights if such a waiver is not declared explicitly and in writing.

9.1.16. Severability. If any part of the Contract is deemed to be unenforceable, invalid or in contravention of applicable Law by a court or arbitral tribunal of competent jurisdiction, the remainder of the Contract shall remain in full force and effect. The Parties shall negotiate in good faith to replace the invalid provision with a provision which reflects, to the extent possible, the original intent of the invalid provision.

9.1.17. Confidential Information.

a) In connection with the Contract a Party (hereinafter the "**Receiving Party**") may discover, receive, or otherwise acquire, whether directly or indirectly, information related to the other Party (hereinafter the "**Disclosing Party**") or Affiliates of the Disclosing Party or its Affiliates' businesses, or information of third parties that the Disclosing Party is obligated to keep confidential (collectively, in whatever form or medium, "Confidential Information"). Confidential Information shall not include information (i) that is, or becomes, publicly known through no wrongful act or omission, direct or indirect, of the Receiving Party or its officers, directors, employees, Affiliates or consultants, (ii) that was already known to Receiving Party without obligations of confidentiality prior to the receipt from Disclosing Party, as reasonably evidenced by the Receiving Party, and was legitimately in Receiving Party's possession, without any obligation to keep such information confidential, (iii) that Receiving Party independently develops without the use of any Confidential Information of Disclosing Party, or (iv) that Receiving Party receives or has received on a non-confidential basis from a source other than Disclosing Party that is entitled to disclose the same to Receiving Party; provided however that Receiving Party is able to provide Disclosing Party with the documentary evidence regarding any of the exceptions (if any) or as required in connection with any rules or requirements of any stock exchange on which such Party is listed or may be listed, or as may otherwise be required by applicable Law.

b) Receiving Party shall (i) use Disclosing Party's Confidential Information solely in connection with exercise of its rights or performance of its obligations under the Contract, and (ii) disclose Disclosing Party's Confidential Information only as necessary to its officers, employees, Affiliates, consultants, including legal advisors and auditors whose duties relate to the Contract and reasonably require familiarity with such information in order for Receiving Party to perform its obligations or exercise its rights hereunder and who are bound by a legally enforceable written obligation of confidentiality with terms that are the same as, or more stringent than, those set out herein. Each Party shall be liable for any losses and/or damages incurred by the Disclosing Party resulting from such disclosure of Confidential Information by the above mentioned persons to any Third parties.

c) Subject to the exceptions to the confidentiality obligations set out in this Clause above, neither Party (nor its Affiliates, subsidiaries or other related parties) may disclose, publish or otherwise communicate the contents of the Contract to any Third Party without the prior express written consent of the other Party (which consent shall not be unreasonably withheld or delayed); each Party shall be permitted to disclose the terms and conditions of the Contract (i) to actual or potential investors and lenders and their authorized representatives under written confidentiality agreements that protect the confidentiality of the contents of the Contract which are the same as, or more stringent than, those set out herein, or (ii) as required in connection with any rules or requirements of any stock exchange on which such Party is listed or may be listed, or (iii) as may otherwise be required by the applicable Law, or (iv) as may be reasonably required for the performance of the Parties obligations under the Contract; provided however, that the Party making a disclosure pursuant to an exception set forth in the preceding subsections (i) or (iv) shall provide the other Party with prior written notice and shall, to the extent practical, cooperate with the other Party in seeking confidential treatment of the information to be disclosed (if and to the extent available), or (v) to its Affiliates under written confidentiality agreements that protect the confidentiality of the contents of the Contract which are the same as, or more stringent than, those set out herein. In addition to the aforesaid exceptions the Seller is permitted to disclose without the Buyer's prior consent the Confidential Information to any bank with regard to factoring. In connection with entering into contracts using Argus Open Markets system ("AOM") it is hereby expressly agreed and acknowledged that either Party shall be entitled to disclose any terms of such contract by publishing, posting,

displaying or otherwise making available the respective information via AOM without obtaining prior consent of the other Party. In addition to the foregoing either Party shall be entitled to provide Argus Media Limited operating AOM ("Argus") with any information concerning performance of such contract pursuant to reasonable request of Argus.

d) No press release referring to the Contract or utilizing the other Party's name shall be made without the prior written consent of the other Party.

9.1.18. Set-off. No set-off may be made against any claims unless otherwise agreed in writing by the Seller in advance. Under no circumstances the Buyer shall be entitled to set-off against the payment (including any VAT payable) under the Contract any sums owed to the Buyer by the Seller under the Contract or any other agreement it has with the Seller. For the avoidance of any doubt the Seller shall be entitled at all times to set-off against any and all amount owing at any time from the Buyer to the Seller against any amount payable at any time by the Seller under the Contract.

9.1.19. Warranties. Each Party hereby represents and warrants to the other that:

a) it has the authority to enter into and perform its obligations under the Contract,

b) the Contract has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, binding obligation, enforceable against such Party in accordance with its terms,

c) it is a corporation duly organized, validly existing and in good standing under the laws and regulations of its jurisdiction of incorporation or formation,

d) neither the execution of the Contract nor its performance thereunder conflicts with any applicable Law or any other contract to which it is a party or any obligation to which it is subject,

e) within 5 (five) days after the relevant event, the Party so effected will inform the other Party of any changes or amendments to its direct or indirect ownership.

9.1.20. Counterparts. If the Contract is executed in counterparts, each shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties hereby acknowledge and agree that the Contract has been prepared jointly and no rule of strict construction shall be applied against either Party.

9.2. <u>Headings, References and Usage of Terms.</u>

9.2.1. Headings. Any headings, article, clause, subclause, section, subsection and table headings in the Contract are inserted for purposes of convenience only and shall not affect in any way the meaning or interpretation of the Contract or the GTC.

9.2.2. Reference to articles, clauses, etc. Save where the context requires otherwise, references to Articles, Clauses, Subclauses, Sections, Subsections, Tables, Annexes, Appendixes, etc. shall be references to the articles, clauses, subclauses, sections, subsections, tables, annexes, appendixes, etc. of the Contract or the GTC, when made in the Contract or the GTC respectively.

9.2.3. Singular and plural. In the Contract and the GTC, the singular shall include the plural and vice versa and the word "including" shall be deemed to be followed by the phrase "without limitation", references to any gender shall include a reference to the other gender; references to other agreements or to any statute, rule or regulation or instrument shall mean the same as amended, modified or replaced from time to time.

9.2.4. Herein, hereunder, hereinafter. The terms "herein", "hereunder", "hereinafter" and similar terms shall be interpreted to refer to the Contract or the GTC, when made in the Contract or the GTC respectively, unless otherwise follows from the context.

9.2.5. Reference to period. Where any period in days, weeks, months or years is referred to in the Contract or the GTC, such period shall be calculated in days, weeks, months or years respectively, unless expressly provided otherwise (and the day on which any such period is expressed to commence shall not be counted for the purpose of such period's calculation).

9.2.6. Writing. A reference to "writing" or any cognate expressions is a reference to any mode of representing or reproducing words in a visible non-transitory form and includes fax and e-mail.

9.2.7. Including. Any phrase introduced by the terms "including" or "in particular", or any cognate expression, shall be construed as illustrative and not limiting of any preceding words.

9.2.8. Language. These GTC are made in English and in Russian languages, In case of any discrepancies the English version of the GTC shall prevail and be binding on the Parties.

Appendix A

Error limit at destination station ± δ_2, % \ Error limit at dispatch station, ± δ_1, %	0,1	0,2	0,3	0,4	0,5	0,6	0,7	0,8	0,9	1,0	1,1	1,2	1,3	1,4	1,5	1,6	1,7	1,8	1,9	2,0	2,5	3,0	3,5	4,0	4,5	5,0	5,5	6,0
0,1	0,16	0,25	0,35	0,45	0,56	0,67	0,78	0,89	1,00	1,11	1,21	1,32	1,43	1,54	1,65	1,76	1,87	1,98	2,09	2,20	2,75	3,30	3,85	4,40	4,95	5,50	6,05	6,60
0,2	0,25	0,31	0,40	0,49	0,59	0,70	0,80	0,91	1,01	1,12	1,23	1,34	1,45	1,56	1,66	1,77	1,88	1,99	2,10	2,21	2,76	3,31	3,86	4,41	4,95	5,50	6,05	6,60
0,3	0,35	0,40	0,47	0,55	0,64	0,74	0,84	0,94	1,04	1,15	1,25	1,36	1,47	1,57	1,68	1,79	1,90	2,01	2,12	2,22	2,77	3,32	3,86	4,41	4,96	5,51	6,06	6,61
0,4	0,45	0,49	0,55	0,62	0,70	0,79	0,89	0,98	1,08	1,18	1,29	1,39	1,50	1,60	1,71	1,81	1,92	2,03	2,14	2,24	2,78	3,33	3,88	4,42	4,97	5,52	6,07	6,61
0,5	0,56	0,59	0,64	0,70	0,78	0,86	0,95	1,04	1,13	1,23	1,33	1,43	1,53	1,64	1,74	1,84	1,95	2,05	2,16	2,27	2,80	3,35	3,89	4,43	4,98	5,53	6,07	6,62
0,6	0,67	0,70	0,74	0,79	0,86	0,93	1,01	1,10	1,19	1,28	1,38	1,48	1,57	1,68	1,78	1,88	1,98	2,09	2,19	2,30	2,83	3,37	3,91	4,45	4,99	5,54	6,09	6,63
0,7	0,78	0,80	0,84	0,89	0,95	1,01	1,09	1,17	1,25	1,34	1,43	1,53	1,62	1,72	1,82	1,92	2,02	2,12	2,23	2,33	2,86	3,39	3,93	4,47	5,01	5,55	6,10	6,64
0,8	0,89	0,91	0,94	0,98	1,04	1,10	1,17	1,24	1,32	1,41	1,50	1,59	1,68	1,77	1,87	1,97	2,07	2,17	2,27	2,37	2,89	3,42	3,95	4,49	5,03	5,57	6,11	6,66
0,9	1,00	1,01	1,04	1,08	1,13	1,19	1,25	1,32	1,40	1,48	1,56	1,65	1,74	1,83	1,92	2,02	2,12	2,21	2,31	2,41	2,92	3,45	3,98	4,51	5,05	5,59	6,13	6,67
1	1,11	1,12	1,15	1,18	1,23	1,28	1,34	1,41	1,48	1,56	1,64	1,72	1,80	1,89	1,98	2,08	2,17	2,27	2,36	2,46	2,96	3,48	4,00	4,54	5,07	5,61	6,15	6,69
1,1	1,21	1,23	1,25	1,29	1,33	1,38	1,43	1,50	1,56	1,64	1,71	1,79	1,87	1,96	2,05	2,14	2,23	2,32	2,41	2,51	3,00	3,51	4,04	4,56	5,10	5,63	6,17	6,71
1,2	1,32	1,34	1,36	1,39	1,43	1,48	1,53	1,59	1,65	1,72	1,79	1,87	1,95	2,03	2,11	2,20	2,29	2,38	2,47	2,57	3,05	3,55	4,07	4,59	5,12	5,66	6,19	6,73
1,3	1,43	1,45	1,47	1,50	1,53	1,57	1,62	1,68	1,74	1,80	1,87	1,95	2,02	2,10	2,18	2,27	2,35	2,44	2,53	2,62	3,10	3,60	4,11	4,63	5,15	5,68	6,22	6,75
1,4	1,54	1,56	1,57	1,60	1,64	1,68	1,72	1,77	1,83	1,89	1,96	2,03	2,10	2,18	2,26	2,34	2,42	2,51	2,60	2,69	3,15	3,64	4,15	4,66	5,18	5,71	6,24	6,78
1,5	1,65	1,66	1,68	1,71	1,74	1,78	1,82	1,87	1,92	1,98	2,05	2,11	2,18	2,26	2,33	2,41	2,49	2,58	2,66	2,75	3,21	3,69	4,19	4,70	5,22	5,74	6,27	6,80
1,6	1,76	1,77	1,79	1,81	1,84	1,88	1,92	1,97	2,02	2,08	2,14	2,20	2,27	2,34	2,41	2,49	2,57	2,65	2,73	2,82	3,26	3,74	4,23	4,74	5,25	5,77	6,30	6,83
1,7	1,87	1,88	1,90	1,92	1,95	1,98	2,02	2,07	2,12	2,17	2,23	2,29	2,35	2,42	2,49	2,57	2,64	2,72	2,80	2,89	3,33	3,79	4,28	4,78	5,29	5,81	6,33	6,86
1,8	1,98	1,99	2,01	2,03	2,05	2,09	2,12	2,17	2,21	2,27	2,32	2,38	2,44	2,51	2,58	2,65	2,72	2,80	2,88	2,96	3,39	3,85	4,33	4,82	5,33	5,85	6,37	6,89
1,9	2,09	2,10	2,12	2,14	2,16	2,19	2,23	2,27	2,31	2,36	2,41	2,47	2,53	2,60	2,66	2,73	2,80	2,88	2,96	3,03	3,45	3,91	4,38	4,87	5,37	5,88	6,40	6,92
2	2,20	2,21	2,22	2,24	2,27	2,30	2,33	2,37	2,41	2,46	2,51	2,57	2,62	2,69	2,75	2,82	2,89	2,96	3,03	3,11	3,52	3,97	4,43	4,92	5,42	5,92	6,44	6,96
2,5	2,75	2,76	2,77	2,78	2,80	2,83	2,86	2,89	2,92	2,96	3,00	3,05	3,10	3,15	3,21	3,26	3,33	3,39	3,45	3,52	3,89	4,30	4,73	5,19	5,66	6,15	6,65	7,15
3	3,30	3,31	3,32	3,33	3,35	3,37	3,39	3,42	3,45	3,48	3,51	3,55	3,60	3,64	3,69	3,74	3,79	3,85	3,91	3,97	4,30	4,67	5,07	5,50	5,95	6,41	6,89	7,38
3,5	3,85	3,86	3,86	3,88	3,89	3,91	3,93	3,95	3,98	4,00	4,04	4,07	4,11	4,15	4,19	4,23	4,28	4,33	4,38	4,43	4,73	5,07	5,44	5,85	6,27	6,71	7,17	7,64
4	4,40	4,41	4,41	4,42	4,43	4,45	4,47	4,49	4,51	4,54	4,56	4,59	4,63	4,66	4,70	4,74	4,78	4,82	4,87	4,92	5,19	5,50	5,85	6,22	6,62	7,04	7,48	7,93
4,5	4,95	4,95	4,96	4,97	4,98	4,99	5,01	5,03	5,05	5,07	5,10	5,12	5,15	5,18	5,22	5,25	5,29	5,33	5,37	5,42	5,66	5,95	6,27	6,62	7,00	7,40	7,82	8,25
5	5,50	5,50	5,51	5,52	5,53	5,54	5,55	5,57	5,59	5,61	5,63	5,66	5,68	5,71	5,74	5,77	5,81	5,85	5,88	5,92	6,15	6,41	6,71	7,04	7,40	7,78	8,18	8,59
5,5	6,05	6,05	6,06	6,07	6,07	6,09	6,10	6,11	6,13	6,15	6,17	6,19	6,22	6,24	6,27	6,30	6,33	6,37	6,40	6,44	6,65	6,89	7,17	7,48	7,82	8,18	8,56	8,95
6	6,60	6,60	6,61	6,61	6,62	6,63	6,64	6,66	6,67	6,69	6,71	6,73	6,75	6,78	6,80	6,83	6,86	6,89	6,92	6,96	7,15	7,38	7,64	7,93	8,25	8,59	8,95	9,33