

Name	General Terms and Conditions
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## GENERAL TERMS AND CONDITIONS for the Provision of Goods


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## 1 DEFINITIONS AND INTERPRETATION

The following definitions shall apply to this PURCHASE CONTRACT:


<b>PURCHASE CONTRACT</b>	CUSTOMER's written PURCHASE CONTRACT for the GOODS.
<b>Customer</b>	a physical or legal person interested in the performance of the work by the contractor, the provision of services by him or the purchase from the seller of any product (in a broad sense)
<b>Customer groups</b>	<ul style="list-style-type: none"> <li>a) CUSTOMER and its AFFILIATES;</li> <li>b) directors, officers, employees, consultants, advisers and attorneys of any person listed in this definition.</li> </ul>
<b>Supplier</b>	the person or persons, firm or CUSTOMER named in this PURCHASE CONTRACT and entrusted by CUSTOMER for the provision of the GOODS hereinafter defined and shall include SUPPLIER's legal personal representatives, successors and assigns. For the avoidance of doubt, all references to SUPPLIER include SUPPLIER's officers, employees and agents.
<b>Supplier group</b>	<ul style="list-style-type: none"> <li>a) SUPPLIER and its AFFILIATES;</li> <li>b) companies participating in any joint venture with SUPPLIER and providing GOODS;</li> <li>c) SUBCONTRACTORS; and</li> <li>d) directors, officers, employees, consultants, advisers and attorneys of any legal entity listed in this definition.</li> </ul>
<b>Affiliate</b>	<p>means in relation to any legal entity, a legal entity which directly or indirectly controls, or which is directly or indirectly controlled by, or which is directly or indirectly under common control of another legal entity. For the purpose of this definition a legal entity is:</p> <ul style="list-style-type: none"> <li>a) directly controlled by another legal entity if such other legal entity legally or beneficially owns shares or any other form of ownership interest carrying more than fifty percent (50%) of the votes exercisable at a general meeting of the first mentioned legal entity or representing more than fifty percent (50%) of the capital of the first mentioned legal entity, and</li> <li>b) indirectly controlled by a legal entity ("the parent legal entity") if a series of legal entities, beginning with the parent legal entity and ending with the first mentioned legal entity, are so related that each legal entity of the series, except the parent legal entity, is directly controlled by one or more of the legal entities earlier in the series.</li> </ul>
<b>Anti-bribery laws</b>	all applicable national and international laws and legislation prohibiting bribery and corruption.
<b>Applicable law</b>	any treaty, law, decree, order, regulation, decision or other document that has legal force according to the terms of any system of law, including, without limitation, the laws of England and Wales, Kazakhstan law, the laws of any other state or any political division thereof or international law, and which creates or purports to create any requirement or rule that may affect, restrict, prohibit or expressly allow the terms of this CONTRACT or any activity contemplated or carried out under this CONTRACT.
<b>Goods</b>	the goods defined in the PURCHASE CONTRACT supplied by SUPPLIER in accordance with the PURCHASE CONTRACT.
<b>Approved and Approval</b>	means approval in writing including subsequent written confirmation of previous verbal approval, by the SUPPLIER REPRESENTATIVE
<b>Customer representative</b>	means a person appointed by CUSTOMER

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<b>PURCHASE CONTRACT currency</b>	means CUSTOMER's written PURCHASE CONTRACT for the GOODS.
<b>PURCHASE CONTRACT amount</b>	means the amounts paid by the CUSTOMERS for satisfactory performance by the SUPPLIER of its obligations in accordance with the provisions of this PURCHASE CONTRACT.
<b>Kazakhstan vat"</b>	means the value added tax applicable to the value of goods, works and GOODS under this PURCHASE CONTRACT and payable in accordance with the LEGISLATION of the Republic of Kazakhstan.
<b>Effective date</b>	means the effective date of the PURCHASE CONTRACT.
<b>Force majeure</b>	means in respect of either PARTY, any event or occurrence whatsoever beyond the reasonable control of that PARTY, which delays, prevents or hinders that PARTY from performing any obligation imposed upon that PARTY under this PURCHASE CONTRACT, including to the extent such event or occurrence shall delay, prevent or hinder such PARTY from performing such obligation, by way of example only: war (declared or undeclared), terrorist activities, acts of sabotage, blockade, fire, national strikes (excluding those of only SUPPLIER GROUP), riots, insurrections, civil commotions, quarantine restrictions, epidemics, earthquakes, landslides, avalanches, floods, hurricanes, explosions and regulatory and administrative or similar actions or delays to take actions of any governmental authority.
<b>Gross negligence</b>	means the reckless disregard for harmful, avoidable and reasonably foreseeable consequences.
<b>Intellectual property rights</b>	means all intellectual property rights, including but not limited to, patents, utility models, registered designs and models, trademarks, service marks, applications for any of the foregoing (and the rights to apply for any of the foregoing), design rights, ownership of inventions, proprietary information and /or technical know-how, copyright, authorship, whether patentable or not and any similar rights.
<b>Inspection or Inspected</b>	means the inspection of the GOODS to determine, amongst others, if the GOODS comply with TECHNICAL DOCUMENTS and PURCHASE CONTRACT Requirements, or are damaged.
<b>Party</b>	means CUSTOMER or SUPPLIER and the term "PARTIES" shall be construed accordingly.
<b>Purchase order</b>	means CUSTOMER's written PURCHASE CONTRACT issued to SUPPLIER in accordance with this PURCHASE CONTRACT.
<b>Taxes</b>	means any tax, national or local, imposed in relation to the performance of this CONTRACT by any authority empowered to levy taxes, whether in the Republic of Kazakhstan or elsewhere, including, but not limited to, profit tax, excess profit tax, withholding tax, income tax (whether in relation to physical or legal persons), value added tax, capital gains tax, duty, including all customs duties and fees and all import and export taxes and duties, tariffs, transport tax, vehicle tax, sales tax or other ad valorem or consumption tax, stamp duty, equity or capital stock tax, foreign exchange tax, commission fee or duty, employee social security contributions, social welfare costs or taxes, payroll and employment taxes, registration duties or taxes, environmental taxes or payments, any levy, fixed rental payment or any other rental or real estate tax including land lease payments, land tax and land use compensation payment, impost, charge, fee or compulsory contribution, penalty, fine, or interest for late payment.
<b>Third party</b>	means any person other than a member of COMPANY GROUP or CONTRACTOR GROUP.

**2 SUPPLY OF GOODS BY OTHER ENTITIES**

SUPPLIER'S use of the GOODS from other persons shall not relieve SUPPLIER of any liability or obligation under this PROCUREMENT AGREEMENT.

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### 3 PERFORMANCE

- 3.1 The GOODS supplied hereunder shall:
- a) comply with the required standards of the Republic of Kazakhstan, as well as the prescribed and agreed requirements of the CUSTOMER when placing the ORDER.
  - b) be delivered in accordance with the deadlines specified within the time specified in the PURCHASE CONTRACT.
  - c) be competitive and meet the goals for which they were set.
  - d) comply with the technical requirements specified in the PROCUREMENT CONTRACT and marking of goods agreed with the CUSTOMER.
  - e) comply with all laws and regulations applicable to the GOODS.
  - f) be GOODS that SUPPLIER has the right to sell.
- 3.2 The GOODS shall be delivered fully in accordance with the technical specifications and terms and conditions specified in the approved PURCHASE CONTRACT. The SUPPLIER shall not supply/deliver any alternative GOODS or GOODS which deviate from the specification or other requirements set out in the PURCHASE CONTRACT without prior written approval from CUSTOMER DESIGNATED REPRESENTATIVE. Upon receipt of such written approval, AMENDMENT to the PURCHASE CONTRACT shall be issued accordingly and signed by the parties authorized representatives. Failure to obtain prior written approval from CUSTOMER DESIGNATED REPRESENTATIVE to supply/deliver such alternative or deviating GOODS shall result in SUPPLIER being responsible for all costs incurred in return and redelivery of the same to SUPPLIER and any costs incurred by CUSTOMER as a direct result of failure to receive or delay in receiving the materials as specified in the PURCHASE CONTRACT.

### 4 DELIVERY OF THE GOODS


Delivery shall be deemed to be made upon receipt of the GOODS and all supporting documentation by the CUSTOMER in accordance with the PURCHASE CONTRACT.

### 5 WARRANTY

- 5.1 The SUPPLIER represents and warrants that it shall perform the SUPPLY in accordance with the provisions of the PURCHASE CONTRACT and that the GOODS supplied by them shall be new, of a proven reliable design suitable for operation in the environment specified, shall have a history of satisfactory performance under similar operating conditions and shall comply with the provisions of the PURCHASE ORDER, including any and all technical specifications, the PURCHASE CONTRACT requirements, and shall be free from defects in manufacture and workmanship and any design or engineering related to the GOODS furnished by the SUPPLIER.
- 5.2 The above GOODS shall be guaranteed for the period as stipulated in the PURCHASE ORDER, from actual delivery of the GOODS at the POINT(S) OF DELIVERY
- 5.3 During this WARRANTY PERIOD, the SUPPLIER shall be responsible for correcting all defects and deficiencies arising or found in the GOODS supplied by him under PURCHASE ORDER, whether such defects or deficiencies be due to faulty workmanship or material, and the SUPPLIER shall, at his option either repair or replace such GOODS, without any further cost to the SUPPLIER, or shall bear the full cost of modifying, repairing or replacing such GOODS, including the associated costs, material, labour and equipment for finding a failure, excavating, cutting out and installation of replacement GOODS in position, as well as the cost of re-testing, by way of deduction from the compensation payable to SUPPLIER or otherwise at SUPPLIER absolute and sole option.
- 5.4 If the SUPPLIER performs remedial or corrective work on defect or deficiencies arising or found in the GOODS, the provisions shall apply to such work or such GOODS for a further period of twelve (12) months from the date when the remedial or corrective work, or the repair or replacement of defective GOODS or part of it, is completed and accepted.

### 6 TRANSFER OF RISKS AND OWNERSHIP OF GOODS

Without prejudice to the rights and obligations of the PARTIES under the PURCHASE CONTRACT, ownership of the GOODS or any part thereof will pass to CUSTOMER after delivery or after payment by CUSTOMER (which will occur earlier), but the risk will not pass to CUSTOMER until the GOODS are delivered in accordance with the PURCHASE CONTRACT.

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## 7 HEALTH, SAFETY, SECURITY AND ENVIRONMENT

- 7.1 SUPPLIER shall ensure protection of the environment and the safety and health of persons and property in compliance with APPLICABLE LAW.  
 SUPPLIER shall ensure that the GOODS are manufactured with due consideration given to the environmental impacts caused during their life cycle (manufacturing, utilisation, and disposal).
- 7.2 SUPPLIER shall provide the material safety data sheets (MSDS) and other certifications in respect of the GOODS in English and Russian as are required by CUSTOMER and by APPLICABLE LAW.
- 7.3 SUPPLIER shall apply, proactive health, safety, environmental and security management systems and risk management processes in accordance with INTERNATIONAL GOOD OIL FIELD PRACTICE, and shall comply with HSSE requirements.
- 7.4 SUPPLIER shall comply with CUSTOMER's substance abuse policy and hereby indemnifies, undertakes to keep CUSTOMER indemnified from and guarantees reimbursement to CUSTOMER and against any and all INDEMNIFIED COSTS arising out of or in connection with any breach of this Article by any member of SUPPLIER GROUP.


## 8 COMPLIANCE WITH LAW / PERMITS

- 8.1 All claims, disagreements between the PARTIES to this PURCHASE CONTRACT shall be resolved through negotiations as far as possible. If it is impossible to resolve the disagreements arising under this PROCUREMENT AGREEMENT, disputes will be referred for resolution to the Board of Economic Affairs of the West Kazakhstan Regional Court, in the event that the court does not have jurisdiction to adjudicate disputes, arising out of the PURCHASE CONTRACT or the court ceases to exist in any form, the dispute will be considered in another court, which by law has the competence to consider disputes arising from the PURCHASE CONTRACT on the territory of Kazakhstan.
- 8.2 SUPPLIER shall comply with all applicable TRADE CONTROL LAWS.

"TRADE CONTROL LAWS" means the APPLICABLE LAWS concerning the import, export, or re-export of goods, software, or technology, or their direct product, including: (a) applicable customs regulations, Council Regulation (EC) No. 428/2009; (b) any sanction regulations issued by the Council of the European Union; (c) the International Traffic in Arms Regulations ("ITAR"); (d) the Export Administration Regulations ("EAR"); and (e) the regulations and orders issued or administered by the US Department of the Treasury, Office of Foreign Assets Control in relation to export control, anti-boycott, and trade sanctions matters.

## 9 TAXES

- 9.1 The SUPPLIER shall pay all taxes, duties, fees or charges of whatever nature and any and all payroll taxes and contributions which are measured by wages, salaries or other remuneration paid to persons employed by the SUPPLIER, required and/or imposed by any act, LAW, ordinance, regulation or by-law made with lawful authority by a government, provincial, municipal, local or other authority in connection with the manufacture and supply of the GOODS pursuant to the PURCHASE ORDER.
- 9.2 SUPPLIER shall be liable for and shall reimburse CUSTOMER on demand all TAXES which CUSTOMER may be required to pay in any tax jurisdiction on account of SUPPLIER and any SUPPLIER PERSONNEL, provided that prior to CUSTOMER making any payment of such TAXES, the PARTIES shall in good faith agree the actions to be taken to comply with APPLICABLE LAW.
- 9.3 SUPPLIER shall be liable for and shall pay all penalties, penalties and penalties for late payment incurred in connection with non-compliance with APPLICABLE LAW in connection with the performance of this PURCHASE CONTRACT.
- 9.4 SUPPLIER shall, at its own expense, perform all customs formalities, customs duties, customs duties and import VAT which may be required for the import or export of GOODS, spare parts and any other items to be supplied by SUPPLIER GROUP under this PURCHASE CONTRACT.
- 9.5 SUPPLIER shall be liable for and shall provide guaranteed reimbursement to, defend, indemnify and hold CUSTOMER GROUP harmless from all TAXES including without limitation import VAT, customs duties, port dues, brokerage fees, handling fees, and related charges imposed by governmental authority as a result of importing and exporting the GOODS, spare parts and any other items required to be supplied by SUPPLIER GROUP in accordance with this PURCHASE CONTRACT into and from the country where fabrication of the GOODS takes place.

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## 10 CUSTOMER'S RESPONSIBILITIES FOR GOODS STORAGE, MARKING AND IDENTIFICATION

- 10.1 Supplier shall be responsible for storage, safeguard, transportation and insurance of the GOODS, provision of the relevant documentation and shall immediately notify CUSTOMER of any damage to the GOODS.
- 10.2 CUSTOMER'S EQUIPMENT shall not be disposed of, pledged or assigned by the Supplier to any third party nor shall CUSTOMER's credit be pledged in any way.
- 10.3 If after title passed to CUSTOMER, the GOODS shall be modified, reconditioned or repaired by the Supplier the property shall not pass to Supplier The risk of loss, theft, damage or destruction from any because whatsoever shall remain with the Supplier until GOODS shall be supplied to CUSTOMER as defined in this PURCHASE CONTRACT.
- 10.4 The CUSTOMER shall clearly identify and mark GOODS as "the property of KIOS" or in such manner as the CUSTOMER may require


## 11 ASSIGNMENT AND SUBCONTRACTING

- 11.1 The SUPPLIER shall not assign or transfer the CUSTOMER any part thereof or any share, benefit or interest herein or hereunder of any money due or becoming due under the PURCHASE CONTRACT without the prior APPROVAL of the CUSTOMER.
- 11.2 The SUPPLIER shall not Subcontractor the whole of the PURCHASE CONTRACT.
- 11.3 The SUPPLIER shall not Subcontractor any part of the PURCHASE CONTRACT to THIRD PARTIES without the prior written APPROVAL of the CUSTOMER.

## 12 INVOICING AND PAYMENT

- 12.1 The CUSTOMER shall pay the SUPPLIER for the GOODS delivered in accordance with the PURCHASE CONTRACT.
- 12.2 In any event, payment to the SUPPLIER by the CUSTOMER shall only be made in: either \_\_\_\_\_ country where the SUPPLIER is registered as a legal entity.
- 12.3 Within 15 calendar days after delivery of the GOODS, the SUPPLIER shall issue an electronic Invoice in the National Currency of the Republic of Kazakhstan (KZT). The electronic invoice is issued in the Electronic Invoice Information System according to the Electronic Invoice Statement Rules.  
If the SUPPLIER for any reason has not issued the Electronic Invoice within 15 calendar days from the date of actual delivery of the GOODS, in this case the CUSTOMER shall not be responsible for timely notification of the SUPPLIER.  
The SUPPLIER shall, after the electronic invoice is issued, provide the agreed primary documentation (signed by both parties) within 3 business days to the address of the CUSTOMER to be communicated to the SUPPLIER.  
The SUPPLIER shall ensure that all documentation required by the CUSTOMER is properly completed following the minimum requirements.
- 12.4 Within 30 calendar days after receipt of the supporting documentation for the above-mentioned electronic Invoice at the specified address, the CUSTOMER will pay or be called for payment in accordance with any applicable transactions, by bank transfer to the designated bank account of the SUPPLIER (unless otherwise specified herein) subject to the applicable financial transactions.
- 12.5 If CUSTOMER disputes any invoice in whole or in part, CUSTOMER shall promptly notify SUPPLIER of the dispute and shall pay only the undisputed portion. CUSTOMER and SUPPLIER shall endeavour to settle and adjust any disputed amount forthwith. Approval of an invoice by the CUSTOMER DESIGNATED REPRESENTATIVE shall not constitute a waiver of CUSTOMER's right to dispute such invoice.
- 12.6 CUSTOMER may set-off against payments due SUPPLIER hereunder any amount transferred by CUSTOMER to SUPPLIER account by mistake.
- 12.7 Any payment made by CUSTOMER hereunder, including the final billing under this PURCHASE CONTRACT, shall not prevent CUSTOMER from filing claims or prejudice its right to recover the amount of such claims however they may have arisen, or constitute a waiver by CUSTOMER of any of its rights under this PURCHASE CONTRACT or LEGISLATION. Without prejudice to the generality of the foregoing, CUSTOMER may recover any sums paid to SUPPLIER by mistake of law or fact.
- 12.8 All related documents shall be executed by SUPPLIER in the form and in accordance with the procedures required by CUSTOMER.
- 12.9 The PURCHASE CONTRACT Number shall be indicated on each submission, package, Invoice or any other communication. Invoices shall not be issued for more than one PURCHASE CONTRACT; separate invoices shall be paid for each PURCHASE CONTRACT. Any transportation costs, if the CUSTOMER is to pay them in accordance with the PURCHASE CONTRACT, shall be confirmed by the invoices of the transport company



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used by the SUPPLIER, executed in accordance with the current LEGISLATION, including the requirements for issuing a consignment note.

- 12.10 In accordance with the CUSTOMER's policy, invoices shall be paid by bank transfer. In order to make a bank transfer, SUPPLIER shall provide its full postal address, bank address and bank details on all accounts. The CUSTOMER reserves the right to change the payment procedure policy from time to time. In case such policy is changed, SUPPLIER shall notify SUPPLIER of such change.
- 12.11 SUPPLIER shall satisfy all claims made against the GOODS supplied by it under this PURCHASE CONTRACT and shall not charge the GOODS with collateral and shall not allow any lien to apply to the GOODS or to any well or other property of any member of the CUSTOMER GROUP, any third party or any member of the SUPPLIER GROUP.
- 12.12 CUSTOMER shall be entitled to withhold reasonable amounts from payments to SUPPLIER, necessary to satisfy possible claims with or without lien, which may be presented by third parties to any member of the CUSTOMER GROUP or any third party or to any member of the SUPPLIER GROUP, or third party claims on the property of said persons arising out of the performance of this PURCHASE CONTRACT, and the CUSTOMER shall have the right to reasonably settle such claims.

### 13 PACKING REQUIREMENTS

- 13.1 The GOODS supplied by the SUPPLIER under this PURCHASE CONTRACT shall be properly packaged and accompanied by a packing list in which reference shall be made to the PURCHASE CONTRACT NUMBER, product sequence number, description of each product and quantity. Each product shall be labelled in accordance with the PURCHASE CONTRACT (the label shall contain the following information: PURCHASE CONTRACT number, product sequence number, product description, quantity).
- 13.2 When delivering the GOODS to the CUSTOMER'S warehouse, the SUPPLIER shall provide the following documents:
- 1) relevant certificates;
  - 2) packing list;
  - 3) customs declaration (as an alternative, SUPPLIER shall provide an official letter confirming customs clearance with the customs declaration number, if possible);
  - 4) invoice
- 13.3 Certification  
 Upon CUSTOMER request Supplier shall provide applicable Certificates/Declarations of Conformity issued in accordance with Technical Regulations of the Customs Union that contain accurate information matching with materials supplied. Permissive letters issued by Applicants of the respective Certificates/Declarations of Conformity to be also provided by Supplier.
- 13.4 Any reference to the trade terms (EXW, FCA, FAS, FOB, CFR, CIF, CPT, CIP, DAT, DAP, DDP) shall be construed as a reference to the relevant basic terms of supply under Incoterms 2010 published by the International Chamber of Commerce.


### 14 DELIVERY OF GOODS

The GOODS shall be supplied in full compliance with the specifications and terms and conditions of the approved PURCHASE CONTRACT. SUPPLIER shall not supply/deliver any alternative GOODS that deviate from the characteristics or requirements set forth in the PURCHASE CONTRACT without the prior written approval of the CUSTOMER'S AUTHORIZED REPRESENTATIVE. Upon receipt of such written approval, a corresponding SUPPLEMENT to the PURCHASE CONTRACT shall be issued and signed by authorized representatives of the parties.

Failure to obtain prior written approval of the CUSTOMER'S AUTHORIZED REPRESENTATIVE for the supply/delivery of such non-conforming ALTERNATIVE GOODS shall entail SUPPLIER'S liability for all costs incurred on its part and for the return of delivery to SUPPLIER, as well as for any costs incurred by OWNER directly as a result of non-receipt or delay in receipt of the materials specified in the PURCHASE CONTRACT.

### 15 ROAD SAFETY

Supplier shall bear full responsibility for the safe transportation of GOODS to the point indicated by CUSTOMER in compliance with the Republic of Kazakhstan legislation requirements. For delivery to CUSTOMER Warehouse in the Field it is required for vehicle to have field pass, all supporting documentation and permits, and pass visual inspection at security checkpoint, if not stated otherwise in the PURCHASE CONTRACT.

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## 16 ADDITIONAL REQUIREMENTS

The Supplier is obliged to inform the CUSTOMER of the shipment of the GOODS within 24 (twenty-four) hours after the shipment of the GOODS by electronic means of communication indicating the date of shipment, point of dispatch, number and date of the shipping document, the planned date and the point of crossing of the state border of the Republic of Kazakhstan, the information on the planned mode of transportation, value and quantity of the GOODS. The scanned shipping documents should be attached to the electronic message. In case of non-observance of the above conditions by Supplier, the CUSTOMER shall reimburse the CUSTOMER for all the losses and administrative penalties caused by non-fulfilment or undue fulfilment of obligations.

## 17 THIRD PARTY


Except as otherwise specifically set forth in this PURCHASE CONTRACT, (a) nothing expressed or referred to in this PURCHASE CONTRACT shall be construed to give any person or legal entity, other than the PARTIES any right, remedy or claim under or with respect to this PURCHASE CONTRACT or its provisions, and (b) this PURCHASE CONTRACT and all of its provisions and conditions are for the sole and exclusive benefit of the PARTIES and their successors and permitted assigns.

## 18 INVOICES, PAYMENTS, LIENS AND CLAIMS

- 18.1 Subject to the acceptance of the invoice, the CUSTOMER shall pay the specified amount, in accordance with the terms of the PURCHASE CONTRACT, any invoice issued by the SUPPLIER in respect of the GOODS accepted by the CUSTOMER within the time frame specified in the PURCHASE CONTRACT upon receipt by the CUSTOMER of all of the following documents:
- a) Relevant invoice,
  - b) If required under the PURCHASE CONTRACT, a valid irrevocable First Demand Performance Bank Guarantee valid during the WARRANTY OBLIGATION that complies with the requirements specified in the PURCHASE CONTRACT;
  - c) all shipping documents (CMR, bill of lading or equivalent) required under the PURCHASE CONTRACT and APPLICABLE LAW;
  - d) Packing list with SUPPLIER's seal and signature;
  - e) Manufacturer's quality certificate with SUPPLIER's seal and signature;
- AND,
- f) Certificate of Origin (or Declaration of Origin instead of Certificate of Origin as required by OWNER)
  - g) Technical documentation, technical documents, Certificate for the right to use in the Republic of Kazakhstan
  - h) Proof of insurance in accordance with the PURCHASE CONTRACT
- 18.2 Payment under the PURCHASE CONTRACT shall be made only to the Bank Account opened, maintained and managed by the SUPPLIER.
- 18.3 The payment obligations of the CUSTOMER shall be repaid immediately after debiting the funds of the bank account of the CUSTOMER.
- 18.4 If any item included in the invoice submitted by the SUPPLIER is disputed or claimed by the CUSTOMER as improper or not payable, the CUSTOMER shall notify the SUPPLIER of the cause of such dispute and shall pay only the non-negotiable items of such invoice.
- 18.5 CUSTOMER shall have the right to withhold payment in respect of any disputed item until an agreement is reached with SUPPLIER or a dispute over such item is otherwise settled. Any adjustment or credit due under any such clause must be documented in the month following the month in which the dispute is settled. SUPPLIER shall not be entitled to any interest on such withheld payments.
- 18.6 Without prejudice to any other rights and remedies, which CUSTOMER may have under this PURCHASE CONTRACT or APPLICABLE LAW, CUSTOMER shall have the right, in its sole discretion, to set off all or any amounts, due or payable to SUPPLIER under or pursuant to the PURCHASE CONTRACT, against all or any amounts due or payable or declared in good faith by CUSTOMER as due or payable by CUSTOMER.

## 19 TERMINATION



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19.1 The PURCHASE CONTRACT may be terminated early by agreement of the Parties. In this case, a termination agreement shall be executed, and unless expressly agreed otherwise, each Party shall defend, indemnify and indemnify the other Party in respect of any liability, claim, judgment, loss, damage, costs, costs and expenses relating to or resulting from such early termination.

19.2 UNILATERAL WAIVER OF PURCHASE CONTRACT

In the event that SUPPLIER violates any terms of the PURCHASE CONTRACT, CUSTOMER may notify SUPPLIER to remedy such breach within 15 calendar days and, if such breach is not corrected within such period, CUSTOMER may unilaterally waive the PURCHASE CONTRACT in whole or in part. In case of refusal to perform the PURCHASE CONTRACT (in whole or in part), CUSTOMER may withhold from any amount due to SUPPLIER under the PURCHASE CONTRACT an amount equal to any claim arising out of such breach and which CUSTOMER may issue to SUPPLIER.

19.3 The Parties agree that CUSTOMER may unilaterally waive the PURCHASE CONTRACT at any time by notifying SUPPLIER in writing at least 15 days in advance. In this case, CUSTOMER will pay SUPPLIER for goods actually delivered under the terms of the PURCHASE CONTRACT prior to the date of unilateral waiver of the PURCHASE CONTRACT, without compensation for lost profits and other damages incurred by SUPPLIER due to CUSTOMER's unilateral waiver of the PURCHASE CONTRACT.

19.4 In the event that SUPPLIER has an obligation to supply various types of GOODS under this PURCHASE CONTRACT, CUSTOMER may unilaterally waive the PURCHASE CONTRACT in terms of the supply of one or more types of GOODS, which will not affect the supply of other GOODS.

## 20 LIABILITIES AND INDEMNITIES

20.1 CUSTOMER shall be liable and indemnify, defend, indemnify and hold SUPPLIER harmless from any and all claims of any nature, regardless of which arise, in respect of or arising from:

- Injury, illness or death of any person of CUSTOMER;
- Damage or loss of any CUSTOMER property owned by CUSTOMER, leased, leased or otherwise provided to SUPPLIER.

20.2 SUPPLIER shall be liable and indemnify CUSTOMER, defend, indemnify and hold harmless CUSTOMER from any claims of any nature, regardless of their cause, in respect of or in connection with:

- The injury or illness or death of any person of SUPPLIER;
- damage to or loss of any property of SUPPLIER owned, leased, leased or otherwise provided to SUPPLIER;
- the injury or illness or death of any THIRD PARTY directly arising from the performance of the SUPPLY;
- Loss or damage to any property of a THIRD PARTY directly arising from the performance of the DELIVERY;
- any claim brought against any member of the CUSTOMER by any member of the SUPPLIER;
- Pollution of the environment in connection with the performance of the SUPPLY;
- Any infringement of the INTELLECTUAL PROPERTY RIGHTS of any other person by any member of the SUPPLIER; and
- BREACH OF APPLICABLE LAW by any member of the SUPPLIER.

20.3 SUPPLIER shall be liable and indemnify, defend, indemnify and hold CUSTOMER harmless for any claim of any nature and for any reason, in relation to or in connection with any encumbrances claimed by any person in respect of part or all of the GOODS in connection with or in connection with the performance of the PURCHASE ORDER, and CUSTOMER may withhold or deduct the amount arising from any such encumbrances, from any payment due to SUPPLIER or recover such amount as a debt.

20.4 Notwithstanding any provision to the contrary elsewhere in this PURCHASE CONTRACT and except for the agreed liquidated damages (including but not limited to any predetermined termination fees) provided for in this PURCHASE CONTRACT:

- CUSTOMER shall be liable for and shall protect, indemnify and hold SUPPLIER harmless against OWNER'S own Indirect Losses arising out of or in connection with the PURCHASE CONTRACT; and
- SUPPLIER shall be liable for and shall protect, indemnify and hold CUSTOMER harmless for SUPPLIER'S Indirect Losses arising out of or in connection with the PURCHASE CONTRACT.

For the purposes of this Clause 20.4 "Consequential Losses" means:

- a) Consequential or consequential loss or damage under English law, and
- b) Loss and/or delay of production, loss of product, loss of use, loss of opportunity, interruption of business, loss of income, profit or expected profit, whether direct or indirect, and whether foreseen on the date of the PURCHASE CONTRACT.

20.5 All exceptions and indemnities provided under this PURCHASE CONTRACT shall apply regardless of cause and irrespective of negligence or breach of duty (statutory or otherwise) of the indemnifying PARTY or any other legal entity or party and shall apply regardless of any claim in a sensitive manner, under this PURCHASE CONTRACT or APPLICABLE LAW.

Notwithstanding the foregoing, the exclusion of liability and indemnity does not apply and cannot rely on:

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- CUSTOMER to the extent that any claim or liability is caused by its GROSS NEGLIGENCE or WILLFUL BREACH; or
- SUPPLIER'S GROUP to the extent that any claim or liability is caused by its GROSS NEGLIGENCE or WILLFUL BREACH. For the purposes of this Clause 20.4 "Consequential Losses" means:
  - a) Consequential or consequential loss or damage under English law, and
  - b) Loss and/or delay of production, loss of product, loss of use, loss of opportunity, interruption of business, loss of income, profit or expected profit, whether direct or indirect, and whether foreseen on the date of the PURCHASE ORDER.

## 21 CONFIDENTIALITY


- 21.1 With respect to this PURCHASE CONTRACT and any information provided by the PARTIES to each other in connection with this PURCHASE CONTRACT and marked as confidential by the disclosing PARTY, the recipient shall: keep confidential with respect to the documents and information received during the performance of this PURCHASE CONTRACT; use confidential information only for the purpose of fulfilling obligations under this PURCHASE CONTRACT; reproduce confidential information only if necessary to fulfill its obligations under this PURCHASE CONTRACT.
- 21.2 This article does not apply to information that:
- are well-known;
  - already known to one PARTY on a non-confidential basis from a different source than the other PARTY;
  - disclosed by the PARTY to third parties without limitation;
  - developed by one PARTY without the use of information provided by the other PARTY or confidential information;
  - disclosed in accordance with legal requirements.
- 21.3 Subject to the above, CUSTOMER may disclose confidential information by CUSTOMER to its employees.
- 21.4 CUSTOMER shall have the right to disclose confidential information to authorities authorized to request such information in accordance with applicable law based on a duly executed request for such information, and CUSTOMER shall not be responsible for such disclosure. CUSTOMER shall not be responsible for disclosure of confidential information by third parties, including government authorities, after disclosure of confidential information to third parties by a court decision.
- 21.5 Obligations for non-disclosure of confidential information are valid for 3 years from the date (disclosure) of confidential information by the disclosing PARTY.

## 22 FORCE MAJEURE

- 22.1 In the event of force majeure (force majeure) that impedes the performance of the obligations of either PARTY in whole or in part (such as fire, natural disaster, strike, civil unrest, military action or prohibitions of the Government and others), the relevant PARTY will be relieved of its liability for failure to comply with the PURCHASE CONTRACT.
- 22.2 If Force Majeure prevents either PARTY from performing any of its obligations under this PURCHASE CONTRACT, such PARTY shall be relieved of this obligation for the duration of Force Majeure, preventing its performance, provided, however, that such PARTY shall promptly give the other PARTY written notice of the existence of Force Majeure and take all necessary and adequate action to minimize loss or damage to the other PARTY and to restore its ability to perform its obligations under this PURCHASE CONTRACT. If the circumstances arise for more than three (3) months, either PARTY shall have the right to terminate this PURCHASE CONTRACT by giving written notice to the other PARTY.
- 22.3 COVID-19 may be recognized as a force majeure event only if the GOODS are provided to CUSTOMER under this PURCHASE CONTRACT during the tightening of restrictive measures imposed by municipal, federal and provincial authorities around the world restricting travel, as well as measures taken by governments to contain the spread of COVID-19.
- 22.4 Due to the above restriction, CUSTOMER shall inform CUSTOMER of such restrictions in a timely manner.

## 23 ANTICORRUPTION TERM

- 23.1 During performance of their obligations under this PURCHASE CONTRACT each of the Parties to waives stimulation in any way employees of the other Party, including through the provision of sums of money, gifts, gratuitous performance against them works (services) and others not named here in ways which puts the employee in a certain dependence and directional to ensure compliance with this employee of any action in favor of stimulating his side.

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- 23.2 Under the employee's activities carried out in favor of stimulating its Parties shall be understood:
- Providing an unfair advantage over other counterparties;
  - Provide any warranty;
  - Acceleration of existing procedures;
  - Other actions performed by the employee as part of their duties, but are contrary to the principles of transparency and openness in the relationship between the Parties.
- 23.3 Should a Party have any suspicions that a violation of any provisions of this Article has occurred or might occur, the corresponding Party shall notify other Party in written form. Upon written notification, the corresponding Party shall have the right to suspend the performance of its obligations hereunder until obtaining a confirmation that the violation has not occurred and will not occur. Such confirmation should be sent within ten working days after the date of written notification.
- 23.4 Parties and all employees must comply with the requirements of normative documents, in which the main requirements are a ban on the transmission and prints a bribe, corrupt business practices and mediation in bribery.
- 23.5 Transactions, PURCHASE CONTRACTs, committed as a result of corruption offenses, the court recognizes as invalid in the order legally established by the Republic of Kazakhstan Law at the suit of the authorized state bodies, interested persons or the prosecutor.

## 24 RECORDS AND AUDIT

- 24.1 CUSTOMER shall maintain true and complete records of its performance of this PURCHASE CONTRACT and all transactions related hereto.
- 24.2 At all times during the performance of the PURCHASE CONTRACT, CUSTOMER shall provide CUSTOMER with accurate and complete information with respect to the GOODS and the events affecting the performance of the GOODS and CUSTOMER shall make available to CUSTOMER all relevant planning and reporting documents and CUSTOMER shall comply with the reporting requirements in accordance with the PURCHASE CONTRACT.
- 24.3 CUSTOMER agrees to retain all pertinent books and records including but not limited to tax, payroll, accounting and payment records, invoices, time reports and travel/entertainment expense reports relating to the GOODS for a period equal to the longer of (i) three (3) years, after termination of this PURCHASE CONTRACT, or (ii) the period of limitation provided for in APPLICABLE LAW and for any additional period as may be necessary to permit CUSTOMER to complete any audit commenced within such period. Representatives and auditors of CUSTOMER shall have access at any time upon reasonable notice, during normal working hours to, and may audit, the books and records of CUSTOMER relating to the GOODS and to any work sites and shall have the right to copy and audit such books and records except those in respect of any make-up of rates and lump-sum included in the PURCHASE CONTRACT.

## 25 SEVERABILITY

If at any time any one or more of the provisions of this PURCHASE CONTRACT, either by themselves or jointly not being of a fundamental nature, becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.


## 26 DISPUTE RESOLUTION

The validity, interpretation and fulfilment of this PURCHASE CONTRACT shall be governed by the law of the Republic of Kazakhstan. All disputes and disagreements, which arise or may arise from the present PURCHASE CONTRACT, or in relation to it, shall be settled by the Parties by means of negotiations. If the Parties fail to reach the agreement on controversial issues, then for the resolution of the dispute, they shall appeal to the Court of the Republic of Kazakhstan in accordance with the legislation of the Republic of Kazakhstan (hereinafter - the "Court"), in the Specialized Interdistrict Economic Court of WKO.

## 27 ETHICAL BUSINESS STANDARDS

CUSTOMER Ethics Policy is a document that defines the ethical values and principles of the CUSTOMER, as well as the rules for doing business and activities both inside and outside the workplace. The CUSTOMER is guided by these principles in carrying out its activities and sets high standards for conducting its activities, providing services and ethical behavior. All stakeholders, including CUSTOMERs, suppliers, will respect and follow the CUSTOMER's



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ethics policy and undertake to familiarize themselves with the values, ethical principles and rules of conduct contained in KIOS-HRD-CD-001 Business Ethics Rules of personnel.

**28 CONSENTS AND NOTICES**

Except for invoices, all notices in relation to this PURCHASE CONTRACT shall be deemed to have been given to CUSTOMER or CUSTOMER, respectively, if they are provided in writing and delivered either by registered mail or by registered mail or with notice of delivery, by digital address to and to the relevant PARTY as set out in the FORM, and to the representative of the PARTY. Such notices shall be effective from the moment of personal delivery or at the time of departure, if sent in the above manner.

**29 WAIVERS, REMEDIES CUMULATIVE**

- 29.1 No failure, delay or neglect on the part of CUSTOMER to enforce any of the terms and conditions of this PURCHASE CONTRACT or to insist upon the strict performance or observance thereof shall constitute a waiver, except where expressly stated to be such in writing by CUSTOMER.
- 29.2 No approval, consent, inspection, instruction or recommendation on the part of CUSTOMER shall in any way affect the liability of CUSTOMER to perform its obligations strictly in accordance with the terms of this PURCHASE CONTRACT.

**30 VARIATION**

- 30.1 Neither the PURCHASE CONTRACT nor any of the terms hereof may be amended, except by an instrument in writing signed by all the Parties or their authorized representatives. The terms of the PURCHASE CONTRACT shall be binding upon, and inure to the benefit of the CUSTOMER, the Supplier and their respective permitted successors and assigns.
- 30.2 The PURCHASE CONTRACT PRICE shall not be increased on the basis that additional GOODS are required to remedy failures attributable Supplier.
- 30.3 Supplier may not change, modify or alter any part of the SERVICES, except with APPROVAL.

**31 LIQUIDATED DAMAGES**

Liquidated Damages may be applied if agreed by the parties in each individual Purchase Order. If the parties agree to apply penalties, they shall not exceed zero-point five (0.5%) percent per week (7 calendar days) of the total value of the delayed goods (goods) under the Purchase Order, the total amount of penalties shall not exceed 10% (ten percent) of the PURCHASE CONTRACT price. Once the maximum is reached, the Supplier may consider terminating the PURCHASE CONTRACT if it has not yet been terminated.

**32 LIMITATION OF LIABILITY**

The Parties agree that the cumulative total liability of the Seller arising out of or in connection with the Order, including, but not limited to, all obligations, indemnities, warranties and guarantees, whether express or implied, and whether arising out of breach of contract, warranty, tort (including sole, concurrent, or active or passive negligence), strict liability or otherwise, shall not exceed in the aggregate an amount equal to the total Order value. The exclusions and limitations of liability shall not apply in respect of: (i) any liability for death or personal injury resulting from Seller's negligence; (ii) any liability for fraud or fraudulent misrepresentation; or (iii) any other liability to the extent which it cannot be lawfully excluded.

**33 ENTIRE AGREEMENT**

The PURCHASE CONTRACT constitutes the entire agreement between the PARTIES in relation to its subject matter and supersedes all prior discussions and agreements between the PARTIES with respect to its subject matter, and may not be altered, amended or modified except were agreed in writing by the PARTIES.

**34 LIST OF CHANGES REGISTRATION**

	Item numbers	Note
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Revision No.	Modified	Replaced	New	Rejected	
1	-	-	All	-	Approved for use

### 35 ATTACHMENTS

N/A