

**General terms of export sale**  
**Version 2, June 3., 2026**

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## 1. Terms and abbreviations

<b>General terms</b>	General terms of export sale, version 1.0 dated september 15, 2025 – a set of contractual documents governing the relationship between the seller and buyers who have concluded an agreement with the seller, defining the general obligations of the parties under the agreement, as well as the procedure for its execution and termination, provided the agreement or contractual document refers to the general terms. If the general terms reference a law, regulatory act, or other document whose version has been amended or repealed, the current version in effect at the time of concluding the agreement shall apply, or the law, regulatory act, or document that has replaced the referenced one, or applicable legislation of the Russian federation.
<b>Ruschem contract terms</b>	Contractual documents accessible via links provided in the agreement by JSC Ruschem.
<b>Seller</b>	JSC Ruschem, its affiliated entities, as well as legal entities for which JSC Ruschem is the sole executive body.
<b>Buyer</b>	Any individual or legal entity (regardless of the number of parties to the agreement) with whom the seller has concluded an agreement and who is not a resident of the Russian federation.
<b>Party / parties</b>	Refers to the seller and/or the buyer.
<b>Shipper</b>	A legal entity indicated in the shipping documents as the shipper. The shipper is the manufacturer (producer) of the goods.
<b>Consignee</b>	A legal entity or individual entrepreneur, nominated by the buyer, receiving the goods from the seller as the consignee.
<b>Carrier</b>	A legal entity or individual entrepreneur, nominated either by the seller (in case of delivery of goods by the seller's motor vehicles or railway transport) or by the buyer (in case of pickup by the buyer's own motor vehicles or rail transport), acting as the carrier.
<b>Agreement / contract</b>	A set of contractual documents consisting of: <ul style="list-style-type: none"> <li>i. The supply agreement concluded between the seller and the buyer, which references the general terms, specifying their version and the internet address where they are published;</li> <li>ii. The general terms;</li> <li>iii. The Ruschem contract terms;</li> <li>iv. Any other contractual documents, including but not limited to specifications, additional agreements, amendments, or modifications to the agreement or contractual documents.</li> </ul>
<b>Additional agreement (AA)</b>	An agreement between the parties aimed at amending or clarifying the agreement, which forms an integral part of the agreement.
<b>Goods</b>	Chemical and other products supplied by the seller to the buyer under the agreement(s).
<b>Shipment</b>	The quantity of goods to be delivered during the relevant delivery period.
<b>Tank wagon</b>	Railway tank wagons.

<b>Tank container</b>	Railway specialized iso tank containers meeting imo–1, imo–5 standards, the requirements of the international convention for safe containers, and other standards certified by the Russian maritime register of shipping and intended for the transportation of bulk chemical cargo, as well as platforms for their transportation.
<b>Universal container</b>	A container intended for general cargo transportation.
<b>Covered railcar</b>	A covered railway wagon.
<b>Mineral carrier</b>	A covered railway hopper wagon for mineral cargo.
<b>Open railcar</b>	A freight railcar without a roof, featuring high sideboards.
<b>Railcar</b>	Railway rolling stock.
<b>Railway rolling stock.</b>	A collective term used for a tank railcar, tank container, container, covered railcar, open railcar, and mineral carrier (non-self-propelled rolling stock).
<b>Joint Stock Company «Russian Railways» (JSC o «RZD») main computing center (RZD)</b>	Main computing center of Joint Stock Company «Russian Railways» (JSC o «RZD»)
<b>Tank truck</b>	A truck equipped with a tank.
<b>Specialized tank truck</b>	A specialized tank truck with aluminum or nickel-free stainless steel tanks, equipped with thermal insulation or heating systems that ensure preservation of product properties during transportation.
<b>Covered vehicle</b>	A covered motor vehicle with a sealed trailer, loaded from the rear and the sides.
<b>Motor vehicle</b>	A motor transport vehicle
<b>Motor transport</b>	A collective term used for motor vehicles, tank trucks, specialized tank trucks, and covered motor vehicles.
<b>Application</b>	A document signed by the buyer and submitted to the seller in accordance with the terms of the agreement, representing an offer to purchase the subject of the contract within one or more delivery terms
<b>Civil code of the Russian federation (rf civil code)</b>	The civil code of the Russian federation.
<b>Universal transfer document (UPD)</b>	Universal transfer document.
<b>Delivery date</b>	The date on which the seller fulfills its delivery obligations for the subject of the contract, and the moment when the title to the goods passes in accordance with the delivery terms (see clause 7 of the general terms). From the delivery date of the goods, all potential risks associated with changes in legal regulations, tax and antitrust laws, customs control rules and duties, or changes in judicial practice concerning the activities of the parties shall be borne by the buyer.
<b>Day, days</b>	Business days according to the Gregorian calendar (standard working week from Monday to Friday, excluding non-working public holidays, from 09:00 to 18:00 local time of the seller, throughout the calendar year), unless otherwise specified in the general terms or the agreement.

## **2. Conclusion of the agreement**

### **2.1. Accession to the general terms**

By signing the agreement containing a reference to the application of the general terms, the buyer, in accordance with article 428 of the civil code of the Russian federation, accedes to the general terms and confirms their acknowledgment and acceptance thereof. The general terms shall form an integral part of the agreement.

### **2.2. Provision of a copy of the general terms**

The general terms are not attached to the agreement in printed (paper) form. Upon request by the buyer, the seller shall, within 5 days, send the current version of the general terms in \*.pdf format to the email address s

### **2.3. Deadline for submission of the signed agreement to the seller**

The buyer is obliged to sign and submit the agreement to the seller within 10 days from the date of its receipt from the seller.

## **3. Publication of the general terms**

### **3.1. Continuous availability**

The seller guarantees the continuous availability of the general terms, except in cases of temporary unavailability of the website due to maintenance (including UPDATES, service provider or hosting failures), or in the event of a decision to change the location (url) of the general terms (including renaming the website, changing the domain name, etc.). The seller shall notify the buyer of any change in the location of the general terms

## **4. Amendments to the general terms**

### **4.1. Approval of a new version**

The general terms may be amended (corrected, supplemented, etc.) By publishing a new version of the general terms on the website in accordance with clause 3 of the general terms. Previous versions of the general terms shall be permanently available on the website.

### **4.2. Amendments by agreement of the parties**

The provisions contained in the general terms may be amended (excluded or supplemented) at the time of entering into the agreement or during its term, which shall be specified in the agreement or in a supplementary agreement.

## **5. Hierarchy of legal force of contractual documents**

The agreement is a set of contractual documents. Any contractual document that contains a reference to the agreement and is duly signed by the parties shall be considered and interpreted as an integral part of the agreement (its annex).

In the event of discrepancies or contradictions, the parties shall apply the provisions of the contractual document listed higher in the following hierarchy:

- 1) Additional agreement
- 2) Specification
- 3) Agreement
- 4) Ruschem contract terms
- 5) General terms

In the event of discrepancies or contradictions between contractual documents of the same level, the parties shall apply the provisions of the document concluded at a later date.

## **6. Consignee**

### **6.1. Consignees**

#### **6.1.1. Nomination of the consignee**

The consignee shall be the buyer or another person nominated by the buyer. The nomination of the consignee is carried out by the buyer by indicating it in the application and/or by agreeing it in the agreement.

#### **6.1.2. Shipping instructions**

The buyer shall not have the right to issue instructions to the seller regarding the shipment (transfer) of the subject of the contract to specific recipients (shipping instructions). The goods shall be delivered in accordance with the general terms, based on the shipping details and delivery terms specified in the application and/or agreed in the agreement

#### **6.1.3. Change of consignee / shipping details**

If there is a need to change the consignee and/or their shipping details, the buyer shall send the seller a corresponding notice no later than 15 days prior to such change. If the agreed price of the subject of the contract includes transportation costs, the seller shall have the right to unilaterally adjust the price to reflect the increase in transportation costs resulting from such change.

#### **6.1.4. Feedback from consignees**

The buyer guarantees to inform the consignee, and, where necessary, other representatives of the buyer, of the provisions of the agreement, the general terms, and the ruschem contract terms. The buyer ensures timely transmission to the seller of any information received from the consignee, regardless of the method of receipt, if such information relates to the evaluation of the subject of the contract, its quality, or the activities of the seller/shipper, including complaints, claims, demands, suggestions, and/or comments. Upon the seller's request, the buyer shall ensure that information is transmitted to the final recipients of the subject of the contract, as well as provide feedback from them.

## **6.2. Scope of use by the buyer**

### **6.2.1. Legal purposes of use**

The subject of the contract may be used by the buyer/consignee for further resale, for processing in its own production, or for other legal purposes. Upon entering into the agreement, the buyer guarantees that the subject of the contract will be used strictly as intended, for lawful purposes, and will not be used for the production of conventional weapons, nuclear, chemical or biological weapons, or missile technology, unless otherwise expressly stated by the buyer in the agreement. If the buyer is not the consignee, the buyer undertakes to obtain similar guarantees from the consignee.

### **6.2.2. Limitation of the seller's liability**

The seller shall not be held liable for death, injury, or any other harm to employees or representatives of the buyer, nor for damage to or destruction of property belonging to the above-mentioned persons. The seller shall also not be liable for compensation of losses incurred by the buyer (including actual damages and loss of profit) resulting from unlawful use of the subject of the contract, or its use in violation of legal requirements, including occupational health and industrial safety regulations.

## **6.3. Shipping and accompanying documentation**

### **6.3.1. Seller's obligations**

The seller shall prepare and submit the required shipping and accompanying documents for the subject of the contract to the buyer in accordance with applicable legislation, by email / post / along with the goods / or by other means, including:

- 1) Quality passport / certificate of quality;

- 2) Railway consignment note / cmr transport waybill;
- 3) Invoice / universal transfer document (UPD) (for deliveries within the EAEU member states) / bill of lading (telex release / sea waybill, original or scanned copy);
- 4) Certificate of origin in form st-1 (upon prior request of the buyer, for buyers who are residents of EAEU member states); goods declaration (dt) / general certificate of origin (coo) / certificate of origin in form st-2 (for buyers who are not residents of EAEU member states).

#### **6.4. Buyer's obligation**

The buyer is obligated to send the following to the seller:

- 1) Copies of supporting documents confirming the delivery of the subject of the contract to the consignee within 30 (thirty) calendar days from the delivery date;
- 2) The original declaration of import and payment of indirect taxes, with a stamp from the tax authority of the EAEU member state into which the goods were imported, confirming payment of indirect taxes — in 1 original copy, or an electronic declaration signed with the buyer's digital signature within 30 calendar days following the month of delivery.

##### **6.4.1. Buyer's liability in case of failure to provide documents**

**In case of failure to submit or untimely submission of the documents specified in clause 2.3, subclause 6.4 of the general terms, or part thereof, the buyer shall reimburse the seller for all losses incurred as a result, which the seller is obliged to pay due to the absence of said documents or parts thereof.**

In addition to such losses, the buyer shall pay the seller a penalty of 100,000.00 ₪ or the equivalent amount in the contract currency for each instance of non-submission, late submission, or improper submission of documents (both in form and content).

Furthermore, the buyer shall reimburse the seller the amount of vat paid by the seller if the export is not confirmed due to the buyer's failure to provide and/or incomplete and/or untimely provision of the import declaration.

## **7. Delivery terms**

### **7.1. Delivery terms**

- FCA (clause 8 of the general terms);
- CPT (clause 9 of the general terms);
- DAP (clause 10 of the general terms);
- FOB (clause 11 of the general terms).
- Another delivery term under incoterms 2020, not listed above.

## **8. FCA (free carrier) delivery term**

**8.1. Delivery date** The delivery date is the date of shipment of the subject of the contract (i.e., the date the buyer receives the goods at the shipper's warehouse, as indicated in the shipping documents).

**8.2. Transport contract** The transport contract shall be concluded by the buyer. The transport provided by the buyer must comply with the applicable regulations and rules for freight transport using the respective mode of transportation.

### **8.3. Buyer's requirements for FCA delivery by motor vehicles**

#### **8.3.1. Regulatory requirements**

In case of pick-up by the buyer, the buyer shall ensure that the transportation of the goods is carried out in accordance with the applicable legislation, including:

- The European agreement concerning the international carriage of dangerous goods by road (adr) dated 30.09.1957;
- The rules for cargo transportation by motor vehicles (approved by the government of the Russian federation no. 272 dated april 15, 2011);
- Relevant gost and technical specifications (tu).

### **8.3.2. General requirements**

When picking up the subject of the contract from the shipper's warehouse, the buyer shall ensure (where applicable):

- 1) That the vehicle provided for loading complies with all legal requirements for containers used to transport hazardous goods, including permissible vehicle weight and/or axle load depending on the volume of goods, as well as the shipper's requirements for vehicles used for hazardous goods loading.
- 2) That the vehicle bears hazard markings and other required labels in accordance with gost and applicable regulations.
- 3) That drivers and accompanying personnel are specially trained and instructed, and provided with appropriate personal protective equipment.
- 4) That a written request and power of attorney to receive the goods are submitted in scanned copies no later than one calendar day prior to the delivery date, with originals to be presented immediately before loading.
- 5) That clean, calibrated, corrosion-resistant containers are provided, along with certificates confirming their cleanliness and capacity, and passports for the containers used to load the goods.
- 6) That all transport, shipping, and other accompanying documentation is properly issued in accordance with applicable cargo transportation laws.
- 7) That containers have a place for sealing (e.g., lugs on the neck).
- 8) That galvanized containers are not used.
- 9) That vehicles arrive in a technically sound and suitable condition for loading, strictly according to the agreed schedule.
- 10) That all labor protection, safety, and environmental rules at the seller's site, as well as access and internal site regulations, are strictly followed.
- 11) That the seller is provided with instructions on how to complete the cmr waybill.
- 12) That the seller is notified in advance — at least 6 calendar days prior — of the arrival of any foreign citizen (driver) for loading.
- 13) That drivers comply with traffic rules on the loading site.

### **8.3.3. Procedure for acceptance of goods by quantity**

#### **8.3.3.1. Weighing**

In case of pick-up from the shipper's warehouse, the quantity of goods is determined by weighing the vehicle on the shipper's truck scale before and after loading. Acceptance of goods by quantity is deemed completed at the moment the subject of the contract is handed over to the buyer. For packaged goods, the quantity shall be determined based on the information in the cmr or the packing list.

#### **8.3.3.2. Buyer's obligations during loading**

The buyer's representative (person physically receiving the goods) must verify that the data in the waybill (transport waybill) matches the actual weight determined during weighing. The goods shall be considered accepted by the buyer in the quantity specified in the waybill (transport waybill), signed by the buyer's representative. The seller shall not be held liable for any discrepancies in quantity discovered

after this point.  
Transportation to the final destination is carried out by the buyer independently and at their own expense.  
The buyer's transport must comply with legal requirements for freight transportation.

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#### **8.3.3.3. Placement of goods in the motor vehicle**

The buyer's representative must oversee the loading process and give instructions regarding cargo placement in the vehicle to prevent exceeding axle load and permissible total vehicle weight. Responsibility for proper securing of cargo lies with the buyer. After loading, the buyer's representative signs the cmr.

#### **8.3.3.4. Losses arising from the shipper's liability**

The buyer agrees to unconditionally compensate the seller for any losses related to fines or penalties imposed on the shipper in connection with administrative liability for exceeding permissible vehicle weight and/or axle load, as well as for any other traffic violations for which the shipper is required to pay based on a resolution or other legally binding document.

#### **8.3.4. Losses in FCA delivery by motor transport**

##### **8.3.4.1. Loss or damage to the goods due to unsuitability of motor transport for the goods being transported**

The buyer shall bear responsibility for any damage arising from the provision of motor transport by the buyer in a condition unsuitable for loading the goods. In the event of loss of cargo from the buyer's vehicle or damage to the cargo during loading due to technical malfunction or the vehicle being unsuitable for transporting the respective type of cargo, all associated risks shall lie with the buyer. The quantity of lost and/or damaged goods shall not be excluded from the waybill and shall be paid for in the ordinary course.

Any delays in loading the goods at the place of dispatch or unloading at the destination due to the buyer's failure to provide the necessary information shall be at the buyer's expense. The buyer agrees to reimburse the seller for all related expenses, including demurrage or penalties.

In case the buyer's motor vehicle causes damage to the seller's infrastructure during the loading of the goods, the buyer shall reimburse the seller for such damage.

##### **8.3.4.2. Loss or damage to the goods while on the shipper's premises**

If loss or damage to the goods occurs while on the shipper's premises as a result of actions taken by the buyer, the buyer agrees to pay the seller for the cost of the lost/damaged goods based on the prices specified in the agreement, as well as compensate for any other losses incurred by the seller. The quantity of lost goods shall be determined based on the shipper's records.

##### **8.3.4.3. Damage to shipper's property**

If the buyer's actions cause damage to the shipper's property while the goods are on the shipper's premises, the buyer shall be liable to reimburse the seller for the cost of repairs and other expenses related to the restoration of damaged property and/or the elimination of the consequences of such damage.

#### **8.4. Buyer's requirements for FCA delivery by railway transport**

##### **8.4.1. General requirements**

Prior to providing rolling stock to the shipper of the seller, the buyer shall coordinate with the seller the type/model of the railcars intended for loading.

The buyer undertakes to provide technically sound and commercially suitable railcars or general-purpose containers to the shipper's railway station, in which transportation of the goods is allowed under the freight transportation rules. In the event that railcars or containers previously used for other cargoes are not cleaned, the buyer must provide a written consent for loading of uncleaned railcars/containers and waive any claims regarding the quality of the goods.

If the shipper refuses to load the railcars or containers provided by the buyer due to their commercial unsuitability and the absence of the buyer's consent for loading of uncleaned railcars/containers, or due to technical malfunction, the seller shall arrange for official reports using forms vu-23m and/or gu-23 and shall send these to the buyer.

#### **8.4.2. Buyer's obligations**

The buyer must submit a delivery schedule for the goods for approval to the seller via email, containing the following information:

- 1) dates of railcar submission for loading at the dispatch station;
- 2) quantity of goods and type of packaging;
- 3) railcar numbers with their load capacity;
- 4) for shipments in tank containers:
  - Tank container periodic inspection certificate;
  - Document confirming the suitability of the container for the cargo;
  - Calibration tables from the tank bottom;
- 5) Consignee details, including:
  - Name and code of the destination station;
  - Name of the consignee, okpo code;
  - Railway code of the consignee;
  - Address and track number;
  - Unified personal account (els) for settlements with RZD;
- 6) instructions for shipper to complete the 12 transportation request and waybill, including:
  - Owner names and OKPO (All-Russian Classifier of Enterprises and Organizations) codes of the railcars;
  - Information on the payer of international railway tariff, contract details, payment codes/subcodes, and a confirmation telegram from the payer to the dispatch station;
  - Details of security/accompaniment agreements for dangerous goods (if applicable);
  - Names and codes of forwarding agents at transshipment points (if applicable);
  - Additional necessary information for the waybill (e.g., end user name, supply contracts, etc.).

#### **8.4.3. Transport availability**

The buyer must ensure the availability of transport for goods shipment in accordance with the agreed delivery schedule. The seller shall not be liable for any delivery delays if the buyer fails to provide or delays in providing transport as per the delivery schedule.

The seller shall also be released from the obligation to deliver the goods and from liability for failure to perform under the agreement in the absence of an agreed gu-12 transportation request addressed to the consignee.

Loading of the goods shall be carried out at the seller's expense.

#### **8.4.4. Seller's confirmation of schedule**

The seller shall review the delivery schedule submitted by the buyer within 3 (three) business days and respond via email with either confirmation, adjustment, or rejection. Upon confirmation of the delivery schedule, the seller/shipper shall submit a gu-12 transportation request to RZD for shipment to the consignee.

If the gu-12 request is rejected by RZD, the seller shall immediately inform the buyer via email, and the parties shall coordinate a new delivery schedule.

#### **8.4.5. Railcar submission timeline**

The buyer must submit the railcars for loading in accordance with the schedule, but no later than 5 calendar days and no earlier than 7 calendar days before the scheduled date.

If these timelines are violated, the shipment date will be rescheduled based on the seller's technical capabilities.

#### **8.4.6. Railcar cleaning certificate**

The buyer must provide a cleaning certificate in the form vu-20.

### **8.5. Loading by the seller**

The seller shall load the goods into railcars or containers provided by the buyer, provided the railcars/containers are technically and commercially suitable and that the buyer's els has sufficient funds for railway tariff payment.

On the day of dispatch to the designated railway station, the buyer must notify the seller of the railcar numbers via email.

Responsibility for the commercial suitability of the rolling stock lies with the buyer.

If any railcar or container is found to be unsuitable, the seller is entitled to document the issue by drafting a general form act describing the defects. In case of technical issues, the seller may also prepare a signed general form act and send it to the buyer via email.

#### **8.5.1. Buyer's instructions on defective railcars**

Within 2 (two) calendar days of receiving the general form act, the buyer must provide instructions regarding the defective railcar/container. If no instructions are given within this period, all expenses for demurrage, relocation to another station, storage track fees, etc., shall be borne by the buyer and/or may be invoiced to the buyer and must be paid within 5 business days.

#### **8.5.2. Liability**

##### **8.5.2.1. Submission without approved schedule or payment**

If the buyer submits railcars or containers for loading without:

- An approved delivery schedule from the seller;
- Advance payment for the goods (if required by the specification);
- Or an approved gu-12 request from RZD,

The seller shall have the right to charge the buyer a penalty of rub 3,500 per day for each railcar located on public/private tracks until such time as the delivery schedule is approved, prepayment is received, or the gu-12 is approved.

##### **8.5.2.2. Fines from RZD**

If RZD imposes fines on the seller/shipper under article 94 of the federal law no. 18-fz dated January 10, 2003 "Charter of railway transport of the Russian Federation" for failure to present cargo for shipment in the volume specified in the approved gu-12 request, the seller/shipper shall have the right to recover

documented losses from the buyer, including paid fines and other charges invoiced by RZD based on gu-  
l records.

#### **8.5.2.3. Penalty for early submission**

The seller is entitled to recover a penalty of rub 3,500 per day from the buyer for each day a railcar is on public/private tracks prior to the scheduled loading date.

#### **8.5.2.4. Penalty for defective railcars**

The seller is entitled to recover a penalty of rub 3,500 per day from the buyer for each day a defective or unsuitable railcar remains on public/private tracks and to recover documented losses associated with such circumstances.

### **9. CPT (carriage paid to)**

**9.1. Delivery date** The date of shipment of the goods (the date the goods are handed over to the first carrier, indicated by the stamp on the transport waybill).

#### **9.2. Carriage agreement**

##### **Motor vehicles**

The seller shall enter into a carriage agreement to deliver the goods to the consignee's warehouse or other agreed delivery location (the date of receipt of the goods by the consignee is specified in the shipping documents

##### **Rail transport**

The seller shall conclude a contract for carriage of the goods to the border crossing station specified in the delivery terms. The buyer shall conclude a contract for the carriage of goods from the border crossing station specified in the delivery terms to the return of empty rolling stock to that same station, unless otherwise specified in the agreement.

CPT destination station (railcar unloading): the seller concludes the carriage agreement for transportation to the station specified in the delivery terms.

**9.3.** The seller shall pay for the costs and freight necessary for delivery of the goods to the named destination. The seller is responsible for export customs clearance, including payment of export duties and other fees in the country of origin. However, the seller is not obliged to perform customs procedures for importation or pay any import duties, or perform other import customs formalities.

**9.4.** The buyer / consignee undertakes to ensure unloading of the vehicles.

### **10. DAP (delivered at place)**

**10.1. Delivery date** The date of transfer of the goods to the consignee, as specified in the shipping documents / the date the rolling stock is transferred by the seller's carrier to the buyer's carrier at the agreed destination.

#### **10.2. Carriage agreement**

##### **Motor vehicles**

The seller concludes a carriage contract to the consignee's warehouse or another agreed place of delivery (date of receipt of the goods by the consignee as indicated in the shipping documents).

##### **Rail transport:**

DAP border crossing point: the seller concludes a contract of carriage to the border crossing station specified in the delivery terms. The buyer concludes a contract of carriage from the border station (specified in the delivery terms) up to the return of empty rolling stock to that station, unless otherwise agreed in the agreement.

DAP destination station (railcar unloading):  
the seller concludes a carriage agreement to the station specified  
in the delivery terms.

### **10.3. Compliance with consignee's site rules**

In case of delivery under dap terms by motor vehicles, the buyer undertakes to notify the seller/shipper of any local regulations governing access and internal procedures at the consignee's site.

## **11. FOB basis (free on board)**

### **11.1. Delivery date**

The date the goods cross the ship's rail at the port of loading, as confirmed by the date on the bill of lading.

If the bill of lading is not available at the time of determining the delivery date, it may also be confirmed by a mate's receipt issued by the ship's captain or first officer.

### **11.2. Responsibility**

The seller is responsible for transporting the cargo to the designated port of loading and loading it onto the vessel chartered by the buyer.

### **11.3. Buyer's obligations:**

**11.3.1.** By the 17th day of the month preceding the calendar month of vessel loading, the buyer shall provide the seller with a preliminary schedule of vessel arrivals and loading volumes to coordinate the loading window with the terminal. After coordination, the buyer must ensure the nominated vessel arrives on the first day of the agreed loading window.

**11.3.2.** No later than 5 (five) calendar days before the start of the loading window, the buyer must submit in writing the standard vessel information for the nominated vessel to the seller. This requirement applies to all declared vessels.

#### **Standard vessel information includes:**

- vessel name;
- flag and port of registry;
- year built;
- overall length / beam / height;
- summer draft / deadweight;
- gross / net tonnage;
- number of holds for loading and loading arrangement (full or partial cargo, splitting conditions);

#### **Mandatory details:**

- a) Types of cargo carried during the last two voyages and the last port of discharge;
- b) If transporting dangerous goods — confirmation that holds have been prepared in accordance with the imdg code;
- c) All ballast water must be isolated and cleaned according to marpol convention;
- d) Vessel must be insured by a p&i club, covering pollution risks (oil, waste, etc.);
- e) Valid international certificates, including solas, marpol, and load line certification;
- f) Loading window timing; laytime;
- g) Vessel agent and survey company;
- h) Demurrage/dispatch rate.

Additional data may be agreed in the specification.

**11.3.3.** Buyer shall submit full loading instructions to the seller no later than 36 hours prior to the vessel's eta. The instructions must include:

- shipper (as per b/l);
- consignee (as per b/l);
- quantity and product list;
- vessel name;
- discharge port;
- additional requirements (customs document numbers, contracts, cargo plan, etc.).

**11.3.4.** Instructions lacking the above details will not be accepted. The buyer is responsible for delays or idle time caused by incomplete instructions.

**11.3.5.** At the seller's request, the buyer must provide all necessary documents, instructions, and approvals reasonably required by the seller for ship loading.

**11.3.6.** The quantity of goods is determined by the net weight loaded on board, measured by a draft survey performed by an independent inspection company appointed by the seller. This weight shall be stated in the b/l and/or mate's receipt.

**11.3.7.** Any replacement vessel must be notified as soon as possible, but no later than 3 working days before the original eta.

**11.3.8.** Vessels must be clean and ready to receive cargo in accordance with port customs, unless otherwise specified in the agreement.

**11.3.9.** The buyer must ensure timely availability of a suitable vessel in accordance with the agreed delivery schedule. The seller is not responsible for delays caused by vessel unavailability.

**11.3.10.** All changes in duties, taxes, and charges between the original and extended delivery periods shall be borne by the buyer.

**11.3.11.** If the buyer fails to provide a vessel ready for loading within the extended period, the seller may declare the buyer in breach of contract or demand payment for the goods at the contractual price, plus charges, minus current FOB warehouse fees. Issuance of warehouse receipts shall be deemed full performance of the seller's obligations. The buyer must also reimburse all seller's expenses due to failure to ship the agreed quantity on time, including (but not limited to):

- storage costs;
- railcar demurrage;
- expenses for hiring additional rolling stock due to terminal/plant warehouse congestion.

## **12. Motor vehicles delivery**

### **12.1. Penalty for delayed unloading**

When delivery is made by the seller's motor vehicles, the buyer / consignee must ensure unloading of the vehicle within 4 hours from the actual time of vehicle arrival for unloading.

For delays, the seller may charge a penalty of 1,300.00 rub (or equivalent in the contract currency) per hour of delay, rounded up to the next full hour.

In addition, the buyer must reimburse any damages or fines incurred by the seller from third parties.

## **13. Quantity of goods**

### **13.1. Quantity measurement**

#### **13.1.1. Essential term**

Quantity is an essential term of any contractual document where it is specified. Changes in quantity may be made unilaterally (without separate agreement between the parties) in cases set out in clauses 13.2, 13.3, and in accordance with options defined in clause 13.4.

### **13.1.2. Units of measure**

The quantity of goods is stated in metric tons (mt, t), equal to 1,000.00 kg, or in kilograms (kg), unless otherwise agreed in the specification.

### **13.1.3. Actual quantity determination**

Actual quantity is determined by one of the following methods:

- 1) Measurement-calibration method according to:  
Mi 1953-2017 (for motor vehicles, approved by fgup sniim, 28.02.2017);  
Mi 3115-2008 (for rail transport, approved by fgup vniims, 30.05.2008);
- 2) Weighing of railcars on the shipper's wagon scales before and after loading;
- 3) Weighing of trucks on the shipper's vehicle scales before and after loading;
- 4) By calculation based on the number of bags in soft specialized containers of the fibc (big bag) type for bulk products, with a load capacity of 500 kg and 1000 kg, or other load capacities as agreed in the agreement. The number of units and the weight of the delivered goods shall be determined based on the shipping documents (waybills);
- 5) By calculation based on the number of individual bags, taking into account the net weight of the goods in each bag, depending on the manufacturer's packaging, with permissible deviations of  $\pm 1.0$  kg, as stipulated by the shipper's technical regulations. The number of units and the weight of the delivered goods shall be determined based on the shipping documents (waybills);
- 6) Any other method stipulated in the agreement.

### **13.1.4. Minimum shipment quantity**

The delivery of goods below the minimum shipment quantity is not permitted. Delivery of goods in an amount less or more than that agreed in the agreement is allowed if it is due to the full loading of the vehicle in accordance with the technical loading standards. The circumstances specified in this clause do not constitute a breach of the agreement regarding the quantity of goods by the seller and do not entail liability.

The minimum shipment quantity of goods may be agreed upon by the parties in the agreement.

## **13.2. Tolerance**

### **13.2.1. Definition**

Tolerance means an allowable deviation in the quantity of goods from the quantity agreed upon by the parties for delivery in the relevant delivery period. Tolerance shall not be deemed a breach of the agreement in terms of quantity by the seller and does not give rise to any liability.

### **13.2.2. Tolerance value**

The tolerance is  $\pm 10\%$  of the quantity of goods agreed upon by the parties to be delivered in the relevant delivery period.

### **13.2.3. Consequences of negative tolerance ("−")**

Negative tolerance means the actual delivered quantity of goods is less than the quantity agreed upon by the parties. In this case, the seller is not obliged to deliver the missing quantity of goods in subsequent periods, and the buyer is not entitled to claim the missing quantity, nor to refuse the delivered goods or their payment. Only the actual delivered quantity shall be paid. In case of unutilized prepayment, clause 17.4 of the general terms shall apply.

### **13.2.4. Consequences of positive tolerance ("+")**

Positive tolerance means the actual delivered quantity exceeds the agreed quantity. In this case, the buyer is obliged to accept and pay for all delivered goods, cannot refuse payment, and cannot demand a proportional reduction of quantity in future periods. The actual delivered goods shall be paid for in accordance with the price and terms specified in the contractual document. In case of buyer's debt, clause 17.6 of the general terms and its sub-clauses shall apply.

### **13.3. Option**

#### **13.3.1. Buyer's option**

Buyer's option means the buyer's right to decrease ("–") or increase ("+") the quantity of goods purchased in the respective delivery period without changing other agreed terms, including the agreed price of the goods, etc., within the limits and procedure set forth in clause 13.4 and its sub-clauses. This option clause constitutes an irrevocable offer by the seller to reduce or increase the quantity of goods purchased by the buyer.

#### **13.3.2. Seller's option**

Seller's option means the seller's right to decrease ("–") or increase ("+") the quantity of goods delivered during the delivery period without altering other agreed terms, including the agreed price of the goods, etc., within the limits and procedure set forth in clause 13.4 and its sub-clauses. This option clause constitutes an irrevocable offer by the buyer to reduce or increase the quantity of goods supplied by the seller.

#### **13.3.3. Mutual option**

Mutual option is not applicable between the parties.

#### **13.3.4. Agreement on option parameters**

Option parameters shall be agreed upon by the parties in the agreement. The option clause is considered agreed only if it specifies quantitative limits (only "+"/only "–" as a percentage or in metric tons) and the type of option applied.

#### **13.3.5. Notice of option use**

Using the option is a right but not an obligation of the party and is exercised through a written notice (option notice) sent to the other party in compliance with clause 13.4 and its sub-clauses. The option notice constitutes an acceptance of the option offer.

#### **13.3.6. Option notice deadline**

The option notice must be submitted within the periods after which the right to use the option expires:

- 1) For uniform delivery distribution (clause 15.3.1): from the 1st to the 9th day of the month preceding the delivery period.
- 2) For non-uniform delivery distribution (clause 15.3.2): at any time before the delivery deadline and/or full fulfillment of the delivery obligation (whichever occurs later). The delivery obligation arises no earlier than 20 days after receipt of the option notice.

#### **13.3.7. Option notice content**

The option notice must specify the delivery period, the type of option, and the maximum option limit agreed by the parties.

#### **13.3.8. Consequences of timely option notice**

A timely option notice is deemed an acceptance of the other party's offer, and the seller's and buyer's obligations are amended accordingly (to increase or decrease the quantity).

#### **13.3.9. Consequences of late or absent option notice**

A late option notice or its absence does not constitute acceptance. Obligations remain unchanged, and the party cannot demand transfer of the option to other delivery periods.

#### **13.3.10. Relation of option to total quantity**

- 1) For uniform distribution: option quantity applies only to the quantity scheduled for the relevant month.
- 2) For non-uniform distribution: option applies to undelivered goods and is reduced proportionally to the actual quantity delivered.

#### **13.3.11. Option vs minimum shipment & tolerance**

The agreed option conditions do not override the provisions on minimum shipment quantity (clause 13.2) and tolerance (clause 13.3).

#### **13.3.12. Option compensation**

The right to exercise the option is granted free of charge.

### **13.4. Procedure for acceptance of goods by quantity**

#### **13.4.1. General rule**

The buyer must use properly calibrated measuring equipment. The method of determining quantity must match the one used by the seller/shipper during shipment.

The determination of the quantity of goods by the buyer shall be carried out using the method identical to that used by the seller/shipper at the time of shipment

#### **13.4.2. Procedure for acceptance of goods by quantity in case of transportation by motor vehicle**

The acceptance of goods by quantity in case of transportation by motor vehicle shall be carried out in accordance with the instruction on the procedure for acceptance of products for production and technical purposes and consumer goods by quantity (approved by the decree of the ussr state arbitration no. P-6 dated 15.06.1965, as amended on 23.07.1975 and 22.10.1997), taking into account the specifics of this sub-clause and the provisions applicable to delivery under fca by motor vehicle (clause 8.3 of the general terms).

In the event of a discrepancy between the quantity of the delivered goods and the agreement:

**13.4.2.1.** He buyer (consignee) shall suspend further acceptance of the goods.

**13.4.2.2.** Simultaneously with the suspension of acceptance by quantity, the buyer (consignee) shall, by email or telegram, request the seller's representative to participate in the continued acceptance of the goods and the preparation of a bilateral acceptance report.

**13.4.2.3.** The seller undertakes, within 3 days from the date of receipt of such notification, to ensure the arrival of its representative to participate in the continued acceptance of the goods or to agree via email or telegram with the buyer(consignee) on the date of such arrival, based on the time objectively required to reach the place of acceptance.

**13.4.2.4.** If the seller's representative is unable to attend, fails to appear within the above-mentioned period (excluding travel time), or fails to respond to the request, the buyer shall carry out the acceptance of the goods with the mandatory participation of a representative of the chamber of commerce and industry (cci) of the constituent entity of the Russian federation or another independent expert institution with similar functions, agreed upon with the seller, at the place where the acceptance is being carried out. The costs of engaging a cci representative or a similar independent expert institution shall be borne by the buyer.

**13.4.2.5.** Based on the results of the acceptance, a corresponding report shall be prepared. One copy of the report shall be immediately sent by the buyer to the seller via email or telegram. Upon request of the seller, the buyershall send the original notification and one copy of the report to the seller.

**13.4.2.6.** If the seller is proven to be at fault, the seller shall reimburse the buyer for the expenses incurred in engaging the representative of the cci or the independent expert institution with similar functions.

### **13.4.3. Procedure for acceptance of goods by quantity in case of transportation by rail**

#### **13.4.3.1. Buyer's obligations upon acceptance of goods from the carrier**

Upon acceptance of the goods from the carrier, the buyer shall verify the integrity of the cargo during transportation, in particular:

- 1) The presence of seals on the rolling stock from the shipper or the point of departure, their intactness, and the presence of imprints;
- 2) The condition of the rolling stock and other transport vehicles;
- 3) The presence of protective labeling on the cargo, as well as the condition of the packaging;
- 4) The correspondence of the cargo name and transport labeling with the information stated in the transport/shipping documents.

#### **13.4.3.2. Procedure for the buyer's actions in case of quantity discrepancy**

##### **13.4.3.2.1. General rule**

If a discrepancy is found between the quantity of the goods and the data specified in the transport documents, the buyer shall demand that the carrier prepare a commercial act (otherwise, any claim by the buyer related to a shortage of the goods shall not be accepted). In addition, the buyer shall suspend further acceptance, ensure the safekeeping of the goods, take measures to prevent their mixing with other similar goods, and prepare a preliminary acceptance act signed by the persons who performed the acceptance of the goods.

##### **13.4.3.2.2. Notification to the seller**

No later than 24 hours from the moment the shortage of goods is identified, the buyer shall send a notification to the seller requesting the presence of the seller's representative for participation in the acceptance and preparation of the goods quantity acceptance act.

The notification shall be sent via email, with the preliminary acceptance act attached. The notification shall include the following information:

- 1) Name of the goods;
- 2) Date and number of the invoice or the transport document (if the invoice has not been received by the time of notification — the transport document number);
- 3) Quantity and value of the missing goods;
- 4) Nature of the shortage (shortage within packaging, shortage in damaged packaging, etc.);
- 5) Condition of the seals;
- 6) Place, date, and time of the quantity acceptance of the goods (the date of acceptance must be set taking into account the time required for the seller's representative to travel to the place of acceptance).

#### **13.4.3.3. Procedure for the seller's actions upon the buyer's detection of a quantity discrepancy**

##### **13.4.3.3.1. General rule**

No later than 3 days from the date of receipt of the notification from the buyer, the seller shall inform the buyereither of the dispatch of its representative to participate in the acceptance of the goods — specifying the full name of the representative and the date and time of their arrival — or of the acceptance being carried out in the absence of the seller's representative.

The seller's representative must arrive within 3 days after receiving the notification, excluding the time required for travel, unless a longer period is specified in the notification. The representative of the seller assigned to participate in the acceptance shall carry a power of attorney authorizing them to participate in the acceptance of the goods and to sign the goods quantity acceptance act.

#### **13.4.3.3.2. Absence of the seller**

If the seller fails to respond to the buyer's notification within the established period or informs the buyer of the inability of its representative to attend the acceptance, the buyer shall proceed with the acceptance of the goods with the participation of a representative of the chamber of commerce and industry (cci) of the relevant constituent entity of the Russian federation or another independent expert institution with similar functions, agreed upon with the seller, at the location where the acceptance is being carried out. In this case, the goods quantity acceptance act shall be drawn up no later than 5 calendar days from the date the goods are received at the buyer's warehouse.

#### **13.4.3.4. Preparation of the act based on the results of quantity acceptance of goods**

Based on the results of the quantity acceptance of the goods, a goods quantity acceptance act shall be prepared and signed by all persons who participated in the acceptance. Any person who disagrees with the content of the act must sign it with a note of disagreement and provide a written explanation of their opinion. At the same time, the persons conducting the quantity acceptance of the goods are entitled to confirm only those facts that were established with their direct participation. The act shall be accompanied by documents confirming the authority of the participants (copies of orders, powers of attorney, etc.).

- 1) Name, legal address, and taxpayer identification number (inn) of the buyer/consignee and seller/shipper;
- 2) Date and number of the act, place of acceptance of the goods, time of commencement and completion of the acceptance;
- 3) Full names of the persons who participated in the preparation of the act, along with the date and number of the document confirming their authority;
- 4) Date and number of the invoice and the railway consignment note;
- 5) Date of shipment of the goods from the departure station;
- 6) Date of arrival of the goods at the destination station, time of cargo handover by the carrier, time of opening of the sealed rolling stock, and time of delivery of the goods to the buyer/consignee's warehouse;
- 7) Number and date of the commercial act (if available);
- 8) Conditions of storage of the goods at the buyer/consignee's warehouse prior to acceptance;
- 9) Total quantity of goods — actual and according to documents, exact quantity and value of the missing goods, as well as details of the method used to determine the quantity, the calibration and condition of the scales and other measuring instruments used;
- 10) Information on the integrity of the seals and the content of the seal imprints in accordance with applicable transport regulations;
- 11) Any other information that, in the opinion of the persons involved in the acceptance, should be included in the act to confirm the shortage;
- 12) Conclusion regarding the causes and place of the shortage.

### **14. Quality of goods**

#### **14.1. Compliance with quality standards**

The quality of the goods shall be confirmed by a quality certificate/passport issued by the manufacturer and must comply with the gost standards, technical specifications (tu), and other requirements of the normative and technical documentation of the manufacturer of the goods.

#### **14.2. Procedure for acceptance of goods by quality**

The acceptance of goods by quality shall be carried out in accordance with the instruction on the procedure for acceptance of products for production and technical purposes and consumer goods by

quality (approved by the decree of the ussr state arbitration no. P-7 dated 25.04.1966, as amended on 23.07.1975 and 22.10.1997), taking into account the specifics established by the present general terms.

The buyer/consignee is obliged to perform incoming quality control of the goods (testing a sample of the goods before direct use).

#### **14.2.1. Non-compliance of the goods with quality requirements**

In the event that the quality, completeness, labeling of the delivered goods, packaging, or containers do not comply with the standards, technical specifications, the agreement, or the information specified in the labeling and accompanying documents confirming the quality of the goods:

13) The buyer (consignee) shall suspend further acceptance of the goods and draw up an act indicating the quantity of inspected goods and the nature of the defects identified during acceptance. The buyer (consignee) shall ensure the storage of goods of improper quality or incomplete goods under conditions that prevent deterioration of their quality and mixing with other homogeneous goods.

14) The buyer (consignee) shall, simultaneously with the suspension of acceptance, notify the seller by email or telegram, requesting the seller's representative to participate in the continued acceptance and the preparation of a bilateral act.

15) The seller undertakes, within 3 days from the date of receipt of the notification, to ensure the arrival of its representative to participate in the continued acceptance of the goods, or to agree with the buyer (consignee) via email or telegram on the date of arrival, based on the time objectively required for travel to the place of acceptance of the goods.

16) In case the seller's representative is unable to attend, fails to appear within the above-mentioned period (excluding travel time), or fails to respond to the notification, the buyer shall carry out the acceptance of the goods with the mandatory participation of a representative of the chamber of commerce and industry (cci) of the relevant constituent entity of the Russian federation or another independent expert institution with similar functions, agreed upon with the seller, at the location where the acceptance is being carried out. The costs of engaging a cci representative or such independent expert institution shall be borne by the buyer.

17) Based on the results of the acceptance and verification of the reported deficiencies, a corresponding act shall be prepared. One copy of the act shall be immediately sent by the buyer to the seller via email or telegram. Upon request of the seller, the buyer shall send the original notification and one copy of the act to the seller.

18) If the seller is proven to be at fault, the seller shall reimburse the buyer for the costs of engaging the representative of the cci or another independent expert institution with similar functions.

#### **14.3. Goods of improper quality**

In the event of delivery of goods of improper quality, unless otherwise agreed by the parties, the seller shall replace them with goods of proper quality within 20 days from the day following the date of written acknowledgment by the seller of the fact of shipment of goods of improper quality, unless another period is agreed by the parties.

### **15. Agreement on delivery parameters**

#### **15.1. Delivery period and timing**

The delivery period shall be a calendar month. Delivery deadlines shall be agreed by the parties in the contract and may include several delivery periods.

#### **15.2. Orders (delivery deadline and period – calendar month)**

##### **15.2.1. Submission of the order**

The buyer shall send an order to the seller's email address specified in the contract, indicating the contract details, planned shipment dates, quantity of the goods, and the consignee's details within the time frame specified in the contract:

- for delivery by rail: name, tin (inn), primary state registration number (ogrn), okpo code, address, consignee code, name and code of the destination station, special instructions if necessary; if the consignee is a non-resident of the Russian federation, additionally: code and name of the border crossing station, names of railway carriers, name of the tariff payer with code/contract number, and any special instructions, if applicable;
- for delivery by road: name, tin (inn), ogrn, okpo code, and address of the consignee.

#### **15.2.2. Order review**

The seller shall be entitled to reject the buyer's order without providing reasons. The order is considered confirmed only upon submission of the specification to the buyer for signature. The seller's silence shall not be deemed confirmation of the order.

#### **15.2.3. Consequences of late order submission**

If the buyer fails to submit the order within the timeframe specified in the contract, the seller shall have the right to unilaterally reduce the delivery period and/or quantity of the goods, taking into account the delay. Such reduction shall be deemed accepted by the buyer upon signing the specification.

### **15.3. Specifics of delivery periods exceeding one calendar month**

#### **15.3.1. General rule**

If the contract provides for the supply of a certain quantity of goods over a period exceeding one calendar month, the quantity of goods shall be distributed evenly across individual delivery periods, unless otherwise provided in clause 15.3.2 of the general terms.

#### **15.3.2. Uneven deliveries**

If the delivery period under the contract exceeds one calendar month, the parties may agree on an uneven distribution of the quantity of goods across the delivery periods.

#### **15.3.3. Orders and specifications**

If the delivery period under the contract exceeds one calendar month, orders shall be submitted by the buyer only in the case specified in clause 15.3.4 of the general terms; in any case, separate specifications shall not be issued.

#### **15.3.4. Nomination of consignees for delivery periods exceeding one calendar month**

If the delivery period under the contract exceeds one calendar month, and the consignee is not nominated by the buyer in the contract, or multiple consignees are indicated, the buyer shall, no later than the 14th day of the month preceding the month of delivery, submit an order to the seller's email address specified in the contract, indicating the quantity of goods and consignee details in accordance with clause 15.2.1 of the general terms.

#### **15.3.5. Consequences of failure to submit orders**

If the buyer fails to submit an order when such an order is required in accordance with the general terms, the seller shall have the right not to ship the goods without being liable for non-delivery, short delivery, or delay in delivery of the goods.

In case the buyer violates the provisions of clause 15.3.4 of the general terms, the seller shall have the right to:

- 1) In the absence of an order:
  - Either make the delivery by evenly distributing the quantity of goods among all consignees specified in the contract;

- Or refrain from making the delivery until the order is received;
- 2) In case of late submission of the order, the seller shall have the right to unilaterally shorten or extend the delivery period and/or reduce the quantity of goods, taking into account the delay, with notification to the buyer.

#### **15.4. Shipment schedules**

The parties may agree on shipment schedules, which shall not constitute an essential term of the contract. The seller shall have the right to adjust the shipment dates specified in the schedules at its discretion or at the request of the shipper, considering the time required for processing all shipment documents and completing all procedures related to loading/unloading of the goods, as well as in other cases, without additional consent from the buyer or notification thereof.

### **16. Changes in delivery parameters**

#### **16.1. Delivery postponements**

Delivery postponements of the goods shall be carried out by the parties upon written agreement.

#### **16.2. Refusal of goods**

##### **16.2.1. Cases of refusal of goods**

- 1) Written refusal by the buyer to accept the agreed quantity of goods or part thereof;
- 2) Refusal to accept the goods or part thereof, or failure to pick up the goods or part thereof by the buyer (in case of self-pickup);
- 3) Unilateral refusal to perform the contract;
- 4) Non-delivery of the goods or part thereof by the seller due to improper performance by the buyer of the obligation to make prepayment and/or other payments stipulated in the contract (including those specified in clause 17.6.2 of the general terms);
- 5) Absence of an order from the buyer, when such an order is required;
- 6) Refusal of the buyer to accept goods whose delivery is overdue, in violation of the deadlines set forth in clause 16.3.4 of the general terms;
- 7) Failure by the buyer to fulfill other obligations under the contract, resulting in impossibility of delivery;
- 8) Other cases when delivery was not made due to the fault of the buyer.

##### **16.2.2. Compensation for losses and penalties for refusal of goods**

In case of refusal of the goods or part thereof (as per clause 16.2.1 of the general terms and following sub-clauses), the buyer shall compensate the seller for losses incurred, including, but not limited to, fees charged by the carrier; penalties for failure to meet transport plans; losses related to additional unscheduled sale of the goods, etc. The seller shall also have the right to demand a penalty payment of 5,000.00 rub or an equivalent amount in the contract currency for each ton of the goods agreed by the parties. The losses must be paid by the buyer in full in addition to the penalty.

##### **16.2.3. The seller's right to unilateral refusal**

The seller shall have the right to unilaterally refuse to perform the contract, in whole or in part, and refrain from shipping the goods in the following cases:

- 1) If the buyer has refused the goods two or more times during the term of the contract;
- 2) If insolvency (bankruptcy) proceedings have been initiated against the buyer under applicable law;
- 3) Delivery becomes impossible due to changes in legislation;

- 4) If the buyer has violated payment terms for the goods and/or other payments under the contract two or more times;
- 5) If the buyer has overdue accounts receivable.

Continuation of performance of the contract under such circumstances does not deprive the seller of the right to refuse performance of the contract on similar grounds or circumstances in the future.

The contract shall be considered terminated from the moment the notification of unilateral refusal is received or from the date specified in such notification.

### **16.3. Undelivered goods**

#### **16.3.1. General rule**

The supplier has the right, subject to agreement with the buyer, to compensate for under-delivery of goods in a particular delivery period during the next delivery period within the term of the contract. The supplier is not obligated to compensate for under-delivery and bears no responsibility in the following cases:

- 1) The under-delivery occurred due to the fault of the buyer, including cases of buyer's refusal of the goods or part thereof (see clause 16.2.1 of the general terms and subsequent subclauses), or cases when shipment was impossible or remains impossible due to reasons beyond the supplier's control (see clause 16.4 of the general terms and subsequent subclauses);
- 2) The contract has expired;
- 3) The buyer has requested a refund of unused funds (clause 17.4 of the general terms);
- 4) The buyer has refused compensation for the supply of goods (clause 16.3.4 of the general terms);
- 5) Non-compensation for delivery was agreed in writing by the parties.

#### **16.3.2. Next period**

The "next period" means the calendar month following the delivery period (regardless of delivery terms).

#### **16.3.3. Compensation for under-delivery of goods to other buyers' consignees**

The supplier has the right to compensate for under-delivery of goods to one consignee in a specific delivery period by shipping the goods to another consignee of the buyer in the next delivery period, subject to agreement with the buyer and taking into account the provisions of clause 17.2.1 of the general terms.

#### **16.3.4. Restriction on buyer's right to refuse acceptance of overdue deliveries**

The buyer has the right to refuse compensation for deliveries of goods that are overdue in the next delivery period, provided that the supplier is notified no later than the last day of the month (period) of delivery in which the under-delivery occurred.

### **16.4. Inability to ship and deliver due to reasons beyond the supplier's control**

#### **16.4.1. General rule**

Shipment of goods (depending on the delivery basis) shall not be performed, and the supplier shall not be considered in breach of its obligations under the contract, in cases of:

- 1) Failure to obtain railway transportation permits (failure to pass the logical control of RZD for reasons beyond the supplier's control);
- 2) Refusal of the cargo to be accepted for railway transportation by RZD for reasons beyond the supplier's/consignor's control;
- 3) Non-compliance of the transportation provided by the buyer with the requirements established by Russian legislation regarding the carriage of dangerous goods, requirements of norms and rules for transportation of goods by the relevant type of transport, as well as additional requirements set forth in the general terms;

- 4) Inability to transfer the goods to the buyer's warehouse for reasons beyond the supplier's control;
- 5) Denial of issuance of necessary permits for transportation/shipment of goods in accordance with decisions of government authorities and local self-government bodies, including the absence of such permits for reasons beyond the supplier's control;
- 6) If transportation by road is impossible due to road closures by decisions of government authorities and local self-government bodies;
- 7) If the buyer fails to provide, upon the supplier's request, additional documents required by applicable legislation, norms, and rules for shipment of certain types of goods;
- 8) If the buyer fails to fulfill obligations in accordance with clause 16.4.2 of the general terms.

#### **16.4.2. Buyer's obligations to ensure possibility of goods transportation**

The buyer undertakes to ensure, on its side and on the part of its consignee, compliance with local and international legislation regarding transportation of dangerous goods by rail, including the cim (convention concerning international carriage by rail, effective since 01.11.1951), adr requirements for motor vehicles in case of dangerous goods delivery on fca basis, cim/cotif (convention concerning international carriage by rail) and/or other applicable local and international legal requirements (hereinafter — requirements).

The obligation applies both when the buyer's consignee is located in a country that enforces these requirements and when transit transportation through such countries is required.

The buyer must provide the supplier with a written consent from the consignee for entering into a special transportation contract between Joint Stock Company «Russian Railways» (JSC o «RZD») and the shipper, which is necessary for organizing transportation within the Russian federation.

The supplier is not responsible if the delivery is impossible due to RZD's refusal to accept cargo for transportation or rejection of the railway transportation request form (form gu-12, logistic control), caused by the buyer's/consignee's failure to comply with these requirements.

The same condition applies if the foreign railway (local railway of the consignee or transit railway) refuses to accept the cargo.

If the buyer/consignee fails or improperly fulfills the requirements in clause 16.4.2 of the general terms, resulting in expenses for the supplier, the buyer must reimburse these expenses upon written request.

#### **16.5. Return of rolling stock**

**16.5.1.** For CPT/dap delivery to the destination station (wagon unloading): the buyer arranges the return independently but at the supplier's expense, according to the supplier's instructions (supplier's forwarder).

**16.5.2.** For CPT/dap delivery to the border crossing: the buyer arranges and pays for the return from the destination railway station of the loaded wagon to the border railway station indicated in delivery terms. Beyond that point, the supplier covers the costs, following the supplier's instructions.

**16.5.3.** If the supplier/shipper has paid for the return of empty rolling stock but the payment obligation lies with the buyer, the buyer must reimburse these costs within 5 days from the invoice date.

#### **16.5.4. Notification of payment for delivery**

The buyer must notify the supplier in writing of payments made under the specification, providing supporting documents within 2 business days from the payment date.

### **17. Payments**

#### **17.1. Pricing**

##### **17.1.1. Price of the goods**

The buyer shall pay for the goods at the price agreed upon by the parties.

#### **17.1.2. Components of the goods price**

The parties shall agree in the agreement on the components included in the price of the goods and additional payments not included in the price of the goods.

#### **17.1.3. Loading (filling) and unloading of the goods**

The cost of loading (filling) the goods is included in the price of the goods. The buyer shall organize and pay for the unloading of the goods.

### **17.2. Price changes of the goods**

#### **17.2.1. Price changes due to change of the shipper / delivery terms / other delivery parameters**

If the cost of transportation of the goods is included in the price of the goods, upon changes of the shipper, its shipping details, or other delivery parameters at the initiative of the buyer, or in case of changes in transportation tariffs established by orders of the Federal Antimonopoly Service of Russia (FAS Russia), the seller has the right to unilaterally increase the price of the goods, provided the buyer is notified of such increase.

#### **17.2.2. Reimbursement of seller's expenses related to changes of the shipper / shipping details / other delivery parameters**

The buyer undertakes to reimburse the seller for fees for rerouting cargo, fines for changes in transportation applications, and other expenses incurred by the seller in connection with changes at the initiative of the buyer / shipper regarding their shipping details or other delivery parameters.

#### **17.2.3. Unilateral price change**

The seller shall have the right to unilaterally change the price of the goods by notifying the buyer in writing no later than 5 days before the new price takes effect. If within 3 days after receiving the notice the buyer does not provide written consent to the new price, the agreement shall be deemed invalid and unenforceable by the seller from the moment the new price is introduced. The price of the goods shall not be changed if the entire batch of goods has been fully paid by the buyer.

### **17.3. Payment for the goods**

#### **17.3.1. General rule**

The buyer is obliged to make full advance payment for the goods or its part and other expenses at least 3 days prior to the expected shipment date of the goods or its part, unless otherwise stipulated in the agreement.

#### **17.3.2. Moment of payment**

If the seller and the buyer are serviced by the same bank, the moment of payment is considered the date the funds are credited to the seller's settlement account.

If the seller and the buyer are serviced by different banks, the moment of payment is considered the date the funds are credited to the bank account of the seller's bank.

#### **17.3.3. Payment reference**

When making payments, the buyer must indicate the details of the agreement and other documents (invoice, specification) which serve as the basis for the respective payment.

#### **17.3.4. Payment currency**

All payments under the agreement shall be made by cashless transfer. The parties agree that despite the contract currency, payments may be made in one of the following currencies: rub, USD, eur, rmb (cny), Rs. The payment currency shall be agreed upon by the parties in

the specification.  
 Payment under the agreement may be made in Russian rubles.

If payment is made in Russian rubles, the payment amount is determined as the payment amount in the contract currency multiplied by the exchange rate of the central bank of the Russian federation for the contract currency on the date the funds are credited to the seller's account.

If payment is made in Chinese yuan, the payment amount is determined as the payment amount in the contract currency multiplied by the exchange rate of the central bank of the Russian federation on the date the funds are credited to the seller's account, divided by the exchange rate of the Chinese yuan established by the central bank of the Russian federation on the date the funds are credited to the seller's account.

If payment is made in euro, the payment amount is determined as the payment amount in the contract currency multiplied by the exchange rate of the central bank of the Russian federation on the date the funds are credited to the seller's account, divided by the exchange rate of the euro established by the central bank of the Russian federation on the date the funds are credited to the seller's account.

Payment in any currency other than the contract currency and Russian rubles may only be made upon signing a specification regulating the currency and amount of the payment. The payment date is the date funds are credited to the seller's settlement account.

The buyer must send payment orders to the seller's email specified in the agreement no later than one day from the payment date, indicating the payment date.

#### **17.3.5. Distribution of bank charges**

Bank charges shall be borne by the buyer.

#### **17.4. Unused funds (unused advance payment)**

Unused funds may be credited as prepayment for subsequent shipments or returned to the buyer based on reconciliation statements signed by the parties and a written request from the buyer specifying full banking details. The right to dispose of the remaining funds belongs to the buyer and is their responsibility; the provisions of part 4 of article 487 of the civil code of the Russian federation do not apply.

Upon receipt of the buyer's request to return unused funds, the seller shall return the funds within 15 days from the date of receiving such request.

#### **17.5. Breach of advance payment deadlines**

##### **17.5.1. General rule**

The seller's obligation to supply the goods depends on the proper fulfillment by the buyer of its payment obligation. Advance payments made in violation of the general terms shall be considered improperly made.

##### **17.5.2. Seller's rights in case of breach of advance payment deadlines**

If the buyer breaches the advance payment deadline, the seller shall have the right to unilaterally refuse to perform the agreement upon written notice to the buyer or to withhold the goods due for delivery until the advance payment obligation is fulfilled.

In case of late advance payment by the buyer, the seller shall unilaterally determine new shipment dates regardless of any agreed shipment schedules or other arrangements between the parties.

##### **17.5.3. Seller's rights despite the provisions of clauses 7.5.1 and 7.5.2 of the general terms**

#### **17.6. Consequences of indebtedness**

##### **17.6.1. Payment term upon occurrence of indebtedness**

The final cost of the batch of goods to be paid is determined based on the actual shipment. The final settlement between the buyer and the seller, in case the buyer incurs indebtedness to the seller for the actually supplied goods and/or other expenses stipulated in the agreement, shall be made within the term

specified in the agreement or other document defining payment terms under deferred payment conditions.

#### **17.6.2. Indebtedness despite prepayment**

Considering the specifics of the goods and the provisions of the general terms regarding minimum shipment norm (clause 13.2 and subsequent subclauses), tolerance (clause 13.3 and subsequent subclauses) and option (clause 13.4 and subsequent subclauses), the parties agree that indebtedness caused by delivery of goods in quantities exceeding those agreed by the parties in the agreement shall be paid within the terms and procedure established by clause 7.6.1 of the general terms.

#### **17.6.3. Unpaid goods**

In cases where the seller is obliged to transfer to the buyer not only the goods unpaid by the buyer but also other goods, the seller shall have the right to suspend the transfer of these goods until full payment for all previously transferred goods is made. The provisions of this clause shall also apply in case there are two or more agreements concluded between the parties.

#### **17.6.4. Contractual penalty**

In case of late payment for the supplied goods and other payments stipulated in the agreement (excluding prepayment), the seller shall have the right to demand from the buyer a penalty in the following amounts:

- from 1 to 7 calendar days of delay: 0.1% of the amount of debt for each day of delay;
- from 8 to 14 calendar days of delay: 0.5% of the amount of debt for each day of delay;
- from the 15th calendar day of delay: 1% of the amount of debt for each day of delay.

#### **17.7. Non-receipt of foreign currency funds**

In case of losses in the form of fines for non-receipt of foreign currency funds for export of the goods imposed by government authorities in accordance with the currency legislation of the Russian federation, the seller shall have the right to claim compensation for such losses from the buyer.

#### **17.8. Personal performance of payment obligations**

The buyer is obliged to fulfill its payment obligations personally. In exceptional cases, the seller may consider a written request from the buyer to agree on certain payments to the seller by third parties on behalf of the buyer. The buyer must send the following documents to the seller (certified scanned copies by email, and within 2 days after sending the request – certified hard copies to the seller's legal address):

- 1) Certified copy of the buyer's letter addressed to the third party (including third party's details: full name, tin, psrn, legal address); obligation that the buyer asks to be fulfilled on its behalf, basis for the obligation (agreement details), payment term and amount; third party's obligation to the buyer for which payment is requested; required wording of payment basis in the payment document;
- 2) Certified copy of the agreement and other documents confirming the existence of debt of the third party to the buyer, relations between the buyer and the third party;
- 3) Justification of economic validity of the payment;
- 4) Other documents upon the seller's request.

#### **17.9. Commercial credit**

Settlements under advance payment, installment, or deferred payment terms within the agreement do not constitute commercial credit under article 823 of the civil code of the Russian federation, and interest for use of funds under article 317.1 of the civil code shall not be charged. However, in case of deferred payment, the seller has the right to change (increase) the price of the goods at its sole discretion unilaterally.

#### **17.10. Reconciliation of mutual settlements**

**17.10.1.** Reconciliation of mutual settlements shall be conducted by the parties upon request of either party. Reconciliation acts are prepared by the seller and sent to the buyer within 5 days of receipt of the respective request from the buyer or upon their readiness (at the seller's initiative). The buyer must sign the reconciliation act within 5 days of receipt, and if there are any remarks, reflect them in writing.

**17.11. Payment of penalties, compensation of expenses, reimbursement of costs and losses, etc.**

Payment of penalties stipulated by the general terms, compensation of expenses, reimbursement of costs and losses, etc. Shall be made by the buyer in the contract currency within 3 days from the expiration of the claim review period, unless otherwise specified in the claim or agreed by the parties.

**17.12. Term of the agreement and payment obligations**

No outstanding payment obligations of the buyer shall be terminated due to the expiration of the agreement term, its termination, or refusal by either party to perform the agreement.

**17.13. Lost profits**

Under no circumstances shall the seller be liable for any indirect losses or lost profits of the buyer.

**17.14. Taxation**

In case of delivery of goods within the Eurasian economic union (hereinafter referred to as the "EAEU"), value added tax (vat) shall not be charged provided that the goods are supplied between EAEU countries and the delivery does not constitute export outside the union.

The buyer shall provide all necessary documents confirming that the goods will be used within the EAEU and will not be moved outside the union.

The buyer shall provide an import declaration and indirect tax payment statement (filled separately for each agreement), as well as consignment notes confirming delivery of goods from the Russian federation to the territory of another EAEU country.

**17.15. Cargo insurance**

The seller shall ensure cargo insurance in the following cases:

- 1) The obligation to conclude an insurance contract is stipulated by the delivery basis or the terms of the agreement with the buyer;
- 2) The conclusion of the insurance contract is required by the seller's internal regulation.

**18. Rolling stock turnover**

**18.1. Return of rolling stock**

**18.1.1. General rule**

Empty rolling stock used for the goods after unloading/draining shall be returned to the station specified in the instructions for filling transport documents for dispatch of empty wagons after unloading (unless otherwise instructed by the seller in writing), taking into account the standard time the rolling stock may be at the buyer's location (clause 18.2, 18.3 of the general terms and subsequent subclauses) or the standard travel time of rolling stock on the territory of foreign state(s) (clause 18.4 of the general terms and subsequent subclauses). After unloading/draining, the buyer/consignee shall complete documentation for the empty wagons/tanks/tank containers/mineral wagons and return them according to the instructions provided by the seller or according to the prepared railway waybill in the "etran" system of RZD (if available).

**18.1.2. Requirements for returned empty rolling stock**

The rolling stock shall be returned sealed and free of any remaining goods, cleaned in accordance with the transportation rules for the respective product types. If residual goods exceeding permissible norms established by the applicable freight transportation rules are found in the empty rolling stock; or if the

buyer fails to clean the external and/or internal surfaces of such rolling stock from cargo residues, dirt, dust, fastenings, etc.; or if seals/security locks are missing, the buyer shall reimburse the seller a penalty of ₴50,000 (fifty thousand rubles) or the equivalent amount in the contract currency for each rolling stock unit where violations are detected.

### **18.1.3. Compensation of losses**

The buyer undertakes to compensate the seller for penalties, other payments and expenses, as well as losses claimed by third parties (including, but not limited to, the shipper and forwarder) and/or incurred by the seller in cases of non-performance or improper performance by the buyer/consignee of the agreement terms, regulatory legal acts of the Russian Federation, and other applicable legal regulations governing the parties' relationship, including regulations on transportation (including amendments or corrections to shipment details, dispatch of empty wagons/tanks/tank containers in violation of transportation instructions from the seller/shipper/forwarder or prepared railway waybills in the "etran" system of JSC o «RZD», including incorrect indication of destination station, payer and/or other details in transport documents, incorrect or incomplete filling of railway waybills for dispatch of empty wagons/tanks/tank containers, etc.).

## **18.2. Standard time of rolling stock (except tank containers) at the buyer's location**

### **18.2.1. General rule**

The standard time of stay of the rolling stock presence (for the purposes of paragraph 18.1 of the general terms and subsequent subclauses - with the exception of tank containers) at the Buyer's, including the time for unloading and draining the Goods, is set at 3 (three) calendar days, with an incomplete day being considered a full day, and the day of arrival at the destination station is not taken into account.

### **18.2.2. Calculation of rolling stock time at the buyer**

The time of rolling stock presence at the buyer's location is counted from 00:00 (Moscow time, UTC+3) on the day following the date when the carrier handed the rolling stock to the buyer (confirmed by the calendar stamp on the railway waybill for the loaded rolling stock "notification of consignee of cargo arrival") until 23:59 (Moscow time, UTC+3) on the date the rolling stock is handed over by the buyer to the carrier (confirmed by the calendar stamp on the railway waybill for the empty rolling stock "date of acceptance for transportation"), inclusive.

### **18.2.3. Confirmation of rolling stock time at the buyer**

The dates of arrival and dispatch of the rolling stock, as well as the period of its presence at the buyer's location, are determined based on data from the supplier or the supplier's forwarder. If there is evidence that the rolling stock has been used beyond the standard time, the supplier issues a claim to the buyer. The information about the downtime period indicated in the claim is confirmed by calculations based on the supplier's/forwarder's data. Such confirmation is considered proper and sufficient, except in cases where the buyer provides certified copies of railway waybills indicating different data. In case of discrepancies between the shipper's data and the railway waybill, the railway waybill data shall prevail. The buyer is obliged to independently request documents from the consignee necessary to clarify the downtime period of the rolling stock indicated in this clause.

### **18.2.4. Penalty for excessive downtime of rolling stock (excluding tank containers)**

For rolling stock downtime beyond the period established in clause 18.2.1 of the general terms (excessive downtime), the buyer shall pay the supplier a penalty of ₴3,500 (three thousand five hundred rubles) or the equivalent in the contract currency for each calendar day and for each unit of rolling stock, and also compensate for any losses arising from such excessive downtime, including costs related to extended cargo security.

## **18.3. Standard time of tank containers at the buyer**

### **18.3.1. General rule**

The standard time for tank containers at the buyer's location, including time for unloading/draining the goods, is set at 4 calendar days, with a partial day considered a full day. The time is counted from 00:00 (Moscow time, UTC+3) on the day following the day the carrier hands over the tank containers to the buyer (confirmed by the calendar stamp on the railway waybill for the loaded tank container "notification of consignee of cargo arrival") until 23:59 (Moscow time, UTC+3) on the date the tank container is handed over by the buyer to the carrier (confirmed by the calendar stamp on the railway waybill for the empty tank container "date of acceptance for transportation"), inclusive.

#### **18.3.2. Penalty for excessive downtime of tank containers**

For tank containers remaining at the buyer's location beyond the period established in clause 18.3.1 of the general terms (excessive downtime), the buyer undertakes to pay the supplier a penalty of ₺3,500 (three thousand five hundred rubles) or the equivalent in the contract currency for each calendar day and each unit of rolling stock, and additionally compensate the supplier for any losses, including penalties imposed on the supplier/shipper by the owners of the tank containers.

### **18.4. Standard transit time (turnover) of rolling stock through foreign countries**

#### **18.4.1. General rule**

When transporting goods through the territories of foreign countries, the parties establish a standard transit time (turnover time) for the rolling stock within such foreign territories, counted from the border crossing station on the Russian federation side and back. A partial calendar day is considered a full day. The transit time is agreed upon by the parties in the agreement on an individual basis.

#### **18.4.2. Transit time**

The transit time includes:

- the transit of loaded rolling stock from the border crossing station on the Russian federation side to the consignee's station;
- the time rolling stock stays at the consignee's location for unloading/draining of loaded rolling stock and preparation for dispatch in proper empty condition;
- empty rolling stock transit from the consignee's station to the border crossing station on the Russian federation side, or to another station as instructed by the seller

#### **18.4.3. Definition of transit time**

The transit time is determined as the period from the arrival date of the loaded rolling stock at the border crossing station on the Russian federation side until the date of return (inclusive) of the empty rolling stock to the same station, another station, or depot outside the Russian federation as instructed by the seller (applicable for universal rolling stock such as covered wagons, universal containers, gondola cars).

#### **18.4.4. Confirmation of transit time**

If an excess of transit time (excessive transit) is detected, the seller has the right to issue a claim to the buyer. Information in the claim regarding the period of transit time excess may be confirmed by calculations of the shipper or based on railway transport waybills. Such confirmation shall be deemed proper and sufficient.

#### **18.4.5. Penalty for excessive transit time of rolling stock (except tank containers)**

For exceeding the transit time agreed by the parties, the seller may impose a penalty on the buyer in the amount of 10,000.00 ₺ (or equivalent in the contract currency) for each calendar day of exceeding the specified transit time. Additionally, the buyer is obliged to compensate the seller for damages arising from the transit time excess, including costs related to excessive cargo security.

### **18.5. Liability for preservation of rolling stock**

### **18.5.1. General rule**

The buyer is liable for the preservation of the rolling stock during its stay at the buyer's premises—from the moment of receipt from the carrier in loaded condition (at the unloading station) until the moment of transfer back to the carrier in empty condition. If the consignee is a non-resident of the Russian federation, the buyer's liability starts from the moment of transfer of rolling stock from the seller's carrier to the buyer's carrier until its return to the border crossing station on the Russian federation side or another station as instructed by the seller. Expenses specified in clause 17.5 of the general terms shall be reimbursed by the buyer within 7 days after the expiration of the claim review period.

### **18.5.2. Loss or damage to rolling stock**

In case of loss or damage to the rolling stock during the buyer's possession, resulting in the rolling stock being irreparable, the buyer shall be liable to pay the seller the market value of new rolling stock of the same model, as well as reimburse expenses related to its commissioning (including transportation from the manufacturing station to the registration station / shipper's station). Rolling stock shall also be considered lost if it fails to arrive at the station specified in the instructions for filling transport documents for the return of empty wagons within 45 calendar days after the end of the normative period for arrival at the destination station.

### **18.5.3. Repair of rolling stock (except tank containers / mineral cars / covered wagons / gondola cars / universal containers)**

The buyer shall reimburse the seller for repair costs due to hidden defects detected during the rolling stock stay at the buyer, based on documents prepared by the seller: damage reports, repair cost calculations, defect sheets, copies of railway transport waybills. In case of loss or damage to components of the rolling stock during the stay, the buyer shall compensate all losses related to repair, including costs of preparatory works, transportation to and from repair sites, customs duties, and other expenses incurred due to damage. The seller may demand payment for wagon usage at 3,500 ₺ plus vat per day from the start of repair until the wagon's arrival at the destination station specified by the seller. Determination of repair feasibility and scope shall be carried out by specialized licensed organizations.

### **18.5.4. Liability for tank containers / mineral cars / covered wagons / gondola cars / universal containers**

In case of damage, dismantling, or loss of tank containers, mineral cars, covered wagons, gondola cars, or universal containers or their components during possession by the buyer, the buyer shall at own expense perform repairs (recompletion) or reimburse the seller for repair costs or claims presented by third parties (owners, lessors) for compensation of damaged or lost rolling stock or components. The buyer shall also compensate the seller for damages incurred due to such damage or loss. The buyer shall pay the market value of the rolling stock within 30 calendar days from receipt of the seller's respective demand. The market value shall be determined based on commercial offers from three sellers.

### **18.6. Readdressing of rolling stock**

The buyer shall not use the rolling stock for its own transportation purposes without the seller's consent. In case of incorrect indication of the consignee's name for the empty rolling stock in the railway waybill, the buyer shall pay the seller a penalty of rub 50,000.00 or the equivalent amount in the contract currency for each unit of rolling stock, and also shall reimburse any expenses incurred due to incorrect addressing of the empty rolling stock.

For unauthorized use of the rolling stock, including readdressing without the seller's consent, the buyer shall pay the seller a penalty as follows:

**18.6.1.** Rub 10,000.00 or the equivalent amount in the contract currency per unit of rolling stock for each day of unauthorized readdressing, if the violation lasts from 1 to 5 days;

**18.6.2.** Rub 30,000.00 or the equivalent amount in the contract currency per unit of rolling stock for each day of unauthorized readdressing, if the violation lasts from 6 to 10 days;

**18.6.3.** Rub 50,000.00 or the equivalent amount in the contract currency per unit of rolling stock for each day of unauthorized readdressing, if the violation lasts 11 days or more.

### **18.7. Buyer's obligations regarding transportation of goods in tank containers**

When transporting goods in tank containers (hereinafter referred to as "cars" for the purposes of this clause), the buyer shall:

- 1) Provide the seller (on business days) with information about the unloading of the cars via email (route, number of cars, dispatch date, waybill number)
- 2) Provide the seller (on business days) with information about the unloading of the cars via email (route, number of cars, dispatch date, waybill number)
  - set the locking valve handles to the "closed" position;
  - install plug nuts on the locking valves;
  - complete the manhole hatch with studs and nuts; if damaged studs or nuts are found, replace them with serviceable ones in accordance with technical documentation;
  - seal the valve compartment, safety compartment, and service compartment (manhole hatch) in accordance with the "sealing rules";
- 3) Ensure cleaning and washing of the cars after unloading (cleaning and washing shall be carried out by the buyer/consignee or at their expense) and provide confirming documents (cleaning and/or washing certificates);
- 4) In case of detecting faulty/damaged cars upon arrival at the station or on the buyer's/consignee's tracks, notify the seller within 1 calendar day;
- 5) In case of detecting disassembly of cars, ensure the following actions:
  - Prepare a general form report listing the missing parts with involvement of an independent party;
  - Notify law enforcement authorities within 2 hours of discovery and call them to prepare an inspection report;
  - Notify the seller within 1 calendar day about the disassembly and send a copy of the general form report and inspection protocol via email;
- 6) In case of inability to unload the cargo due to technical reasons, immediately notify the seller via email within 1 calendar day;
- 7) Within 1 calendar day of detecting a malfunction, send the faulty cars for repair according to the seller's instructions;
- 8) The buyer shall reimburse the seller for any amounts paid or to be paid by the seller due to the buyer's failure to install plug nuts on the locking valves after unloading the goods, including downtime costs incurred while awaiting delivery of plug nuts.

### **18.8. Buyer's obligations regarding transfer of cars to the active fleet**

**18.8.1.** The buyer undertakes, within 1 business day from the moment of detecting a malfunction (of empty or loaded cars) or receiving a malfunction notice, to provide the seller/forwarder of the cars with complete information by email necessary to make a decision on the procedure for troubleshooting, transferring the cars to the depot, and their subsequent transfer to the active fleet.

**18.8.2.** If the cars are located outside the territory of the Russian federation and awaiting repair, the buyer shall immediately notify the seller/forwarder of the downtime and provide all information about the current condition of the cars, as well as take all reasonable measures to minimize the downtime.

**18.8.3.** In case of untimely provision of information, or in case of inaction or actions of the buyer leading to an increase in the downtime of the cars, the buyer shall compensate the seller/forwarder for all losses incurred as a result of the delay in transferring the cars to the active fleet. This includes, but is not limited to, storage costs, losses due to car downtime, and other expenses incurred by the seller/forwarder.

**18.8.4.** The buyer shall not be liable for the choice of methods for troubleshooting made by the seller/forwarder; however, the buyer undertakes to assist in resolving the issue by providing all necessary information.

**18.8.5.** In case of improper performance of the buyer's obligations set forth in this clause, the seller/forwarder shall have the right to claim damages and apply penalty sanctions in the amount of rub 10,000.00 or the equivalent in the contract currency (excluding vat) for each unit of rolling stock.

## **19. Dispute resolution**

### **19.1. Claims procedure (pre-trial dispute resolution procedure)**

The pre-trial claims procedure for dispute resolution is mandatory.

### **19.2. Claims review period**

The claims review period shall be 30 calendar days from the date of receipt (including by email). The parties agree that claims sent by email shall have full legal force. The moment of receipt of email by the addressee and the occurrence of legal consequences shall be considered the next business day after the day of sending the message.

#### **19.2.1. Applicable law**

The relations between the parties arising from and in connection with this agreement, including issues related to its breach, conclusion, amendment, interpretation, performance, termination, invalidity, or tort obligations related to the agreement, as well as the arbitration clause, shall be governed by the law of the Russian federation (excluding its conflict of law rules and the united nations convention on contracts for the international sale of goods (Vienna, 11.04.1980) (CISG)).

#### **19.2.2. Jurisdiction**

Any and all disputes, controversies or claims arising out of or in connection with this Contract, including the breach, conclusion, modification, termination or invalidity hereof, shall be resolved by arbitration administered by the Russian Arbitration Center at the Autonomous Non-Profit Organisation "Russian Institute of Modern Arbitration" in accordance with the Arbitration Rules.

This agreement, including this arbitration clause, is governed and interpreted in accordance with the laws of the Russian federation.

If the claim amount (including the value of any property claimed) does not exceed USD 500,000 (or an equivalent amount in the contract currency), the dispute shall be resolved by a sole arbitrator. If the claim amount (including the value of any property claimed) exceeds USD 500,000 (or an equivalent amount in the contract currency), the dispute shall be resolved by a tribunal of three arbitrators. For the purposes of this clause, the claim amount is determined according to the statement of claim without considering possible subsequent supplements.

If the tribunal consists of three arbitrators, two arbitrators (appointed by the parties) shall appoint the chairman of the arbitration tribunal no later than 30 days from the appointment date of the second arbitrator.

The place of arbitration shall be Moscow.

The arbitration proceedings shall be conducted in Russian language

The arbitration decision shall be final and binding on the parties and shall not be subject to appeal or challenge.

### **19.3. Language of the general terms**

The general terms, the agreement, appendices, additional agreements, and specifications are drawn up in both Russian and English. In the event of any discrepancies between the Russian and English versions of the contractual documents, the Russian text shall prevail.

### **19.4. Assignment of claims**

The seller has the right to assign the claims arising from the agreement to third parties without the prior written consent of the buyer.

## **20. Exchange of messages**

### **20.1. Recognition of electronic copies of documents received by email**

The parties acknowledge electronic copies (scanned copies) of the agreements or delivery documents (dd) received by email as valid until the originals are exchanged, provided it is reliably established who sent and who received the message.

The party sending the document by email undertakes to send the original document to the other party within 10 days. The agreement may stipulate the sending of documents exclusively by email without duplication by originals.

### **20.2. Admissibility of using email correspondence**

All correspondence sent from the seller's official email addresses and received by the seller's official email addresses shall be considered valid and legally binding, with the right to be used as evidence in dispute resolution both in court and pre-trial procedures.

### **20.3. Moment of delivery of messages**

The moment of delivery to the addressee and the occurrence of legal consequences shall be:

**20.3.1.** For messages sent by email – the next business day following the day of sending the message;

**20.3.2.** For messages delivered by the sender's own courier – the moment of delivery as per the date indicated on the message copy;

**20.3.3.** For messages delivered by a courier service – the moment of delivery as per the date indicated on the delivery confirmation document or the courier tracking system;

**20.3.4.** For messages delivered by Russian post:

– For letters with tracking – the moment of delivery as per the date indicated in the delivery notification or the tracking system on the Russian post website;

– If the message was not delivered to the addressee due to circumstances attributable to them (e.g., refusal to accept, absence) – 3 days from the moment the message was delivered to the relevant postal office at the addressee's location.

### **20.4. Authority to receive messages**

When delivering messages by post or courier service, the message shall be considered delivered regardless of whether the person who actually received the message on behalf of the addressee had the appropriate authority.

When delivering messages by the sender's own courier, the message shall be considered received by the

addressee if any authorized person signed for the receipt (the parties agree that any employee of the addressee is recognized as authorized to receive correspondence).

## **21. Notices**

### **21.1. Grounds for sending notices**

The parties shall notify each other within 5 days from the date the circumstance arose or became known to the party about:

- 21.1.1.** Changes in details that may affect the performance of the agreement.
- 21.1.2.** The party that fails to timely notify about changes in details bears the risk of adverse consequences.
- 21.1.3.** Claims filed against the party for monetary payment or recovery of property, the total amount of which threatens the fulfillment of obligations under the agreement.
- 21.1.4.** Initiation of bankruptcy procedures of the party by a third party (or by the party itself) and/or declaration of the party as insolvent (bankrupt).
- 21.1.5.** Reorganization, reduction of charter capital (fund), or decision to liquidate.

### **21.2. Details for sending notices:**

#### **21.2.1. From the seller:**

- Email address specified in the agreement details;
- Seller's address as per the unified state register of legal entities (usrle), if the email is not specified in the agreement.

#### **21.2.2. From the counterparty:**

- Email address specified in the agreement, or
- Any email address of the counterparty known to the seller;
- Counterparty's address as per the usrle or other state register (if the seller is unaware of the counterparty's email address).