

## DELIVERY TERMS TO THE SELLER'S INVOICE

Place: Moscow, Russia

Date: August 25, 2021

SENSIS CO. LTD., Address: 117452, Azovskaya str. 15A, Floor 4/Room VIII /Office 25, Moscow, Russian Federation, represented by the General Director, Mr. Bekhram Gadzhiev, acting on the basis of the Charter, hereinafter referred to as the "Seller" shall deliver Goods to the Buyer under paid Invoice on the following conditions:

### 1. SUBJECT

1.1. The Seller sells, and the Buyer accepts and agrees to pay for the Goods on the conditions specified in this Terms of Delivery and the paid Invoice.

The name of the Goods, the range of Goods, the price of the Goods as well as the Incoterms 2010-term, the terms of payment are stipulated in the Invoice.

### 2. PRICES

2.1. The price of the Goods is indicated in the Invoice.

2.2. All prices in the Invoice are firm and not subject to change, unless otherwise directly specified in the Invoice.

2.4. The total price of the Goods includes the cost of the product itself, packaging, labeling, VAT 0% and other expenses, according to the Incoterms 2010-term, unless otherwise specified in the Invoice.

### 3. TERMS OF PAYMENT

3.1. The Buyer undertakes to pay the price of the Goods to the Seller's bank account in accordance with the payment terms stated in the Invoice.

3.2. Payments under this Contract are made in the currency indicated in the invoice.

3.3. All the expenses associated with the remittance of all payments under this Contract shall be borne by the Buyer.

3.4. The moment of payment shall be considered the moment the funds are credited to the Supplier's account.

### 4. DELIVERY TERMS

4.1. The Goods shall be delivered to the Buyer in full upon receipt of the advance payment of 100% for the Goods, in the amount specified in the Invoice to the Seller's bank account, unless otherwise specified in the Seller's invoice.

4.2. The date of delivery of Goods to the Buyer shall be the date determined by the Contract (Incoterms-2010) specified in the Specifications.

4.3. In the case the Seller fails to deliver the Goods to the Buyer the Seller is obliged to return the received payment on the Buyer's bank account within 10 banking days of the Buyer's notice.

## 5. PACKING

5.1. The Goods shall be delivered to the Buyer in packing suitable for the type of the Goods and delivery conditions specified in the Invoice.

5.2. The packing is carton.

5.3. The Seller must provide for a detailed packing list stating enumeration of packed items.

## 6. SHIPMENT DOCUMENTS AND NOTIFICATION OF SHIPMENT

6.1. The date of shipment, as well the number of boxes and gross weight of the goods shall be stated in the Invoice.

6.2. The Seller shall send the Buyer the following documentation along with the Goods:

- The Seller's Invoice (one original and two copies);
- Copy of transportation document (except EXW and FCA deliveries);
- Packing List (one original and two copies);
- Certificate of Origin and CT1 (if the product is manufactured in Russia) (1 original and 2 copies)
- Export declarations and the necessary documents for customs clearance (1 electronic copy).

6.3. Customs clearance of the Goods shall be carried out by the Parties in accordance with the relevant INCOTERMS-2010 stated in the Invoice.

## 7. QUALITY OF GOODS

7.1. The quality of Goods supplied under this Contract shall comply with all standards and requirements of the Producer of goods, as well as the requirements indicated in this Contract and the Specifications.

## 8. WARRANTY OBLIGATIONS FOR THE GOODS

8.1. The warranty period for the Goods is 12 (twelve) months for the new Goods (except for spare parts and used Goods, if applicable) from the moment the Goods are transferred to the Buyer or the Buyer's representative or transportation company or forwarding company according to the Incoterms-2010 stated in the Invoice.

8.2. During the warranty period, the Seller undertakes to make warranty repairs at its own expense arising due to the inadequate quality of the Goods after conducting an examination of the quality of the Goods in the Service Center agreed upon by the Parties at: Azovskaya 15A Street, Moscow, Russian Federation (hereinafter referred to as the service center).

8.2.1. The Buyer, on its own and at its own expense, delivers the defective Goods to the Moscow service center where the quality of the Goods is examined. In case the defects are not caused by the Buyer's fault, then the costs for the delivery of the defective Goods shall be reimbursed by the Seller to the Buyer.

If the Moscow service center recognizes the Product's malfunctioning as a warranty case, the Seller carries out warranty repair in the Moscow service center. If the defects cannot be repaired, the Seller shall replace the defective Goods with conforming Goods within 30 days after the Buyer's request.

The return of the Goods to the Buyer after warranty repair or the transfer of replacement goods to the Buyer shall be carried out on by the Seller on the terms of EXW Moscow, 15A Azovskaya Street (Incoterms-2010).

8.2.2. Warranty repair includes free troubleshooting of the Product.

8.3. The warranty does not cover the following cases:

8.3.1. Defects resulting from improper operation or transportation of the Goods;

8.3.2. Mechanical damage, improper storage, careless maintenance and care, excess load;

8.3.3. Use of the Goods for purposes other than intended (including by third parties);

8.3.4. Scratches, extreme temperatures, solvents, acids, water, mechanical damage, natural disasters;

8.3.5. Other circumstances affecting the performance of the goods, and caused by the fault of the buyer.

8.3.6. The warranty does not cover hardware and software compatibility with third-party hardware and software, including the ability to share, configure, and install drivers;

8.3.7. for consumables supplied with the product, such as batteries, print heads, knives, etc.

8.4. The parties agreed that the time limit for making claims on the quality of the Goods delivered to the Buyer under this Contract is limited by the warranty period for the Goods.

## 9. FORCE MAJEURE

9.1 The Parties are not liable for failure to fulfill their obligations under the present Contract, if such a failure was caused by force majeure circumstances viz., fire, flood, earthquake, actions of the State bodies, war or strike provided that these circumstances have directly affected the fulfillment of the present Contract. In this case, the date of the fulfillment of the Contract obligations is extended for the period equal to the period of duration of such circumstances. The parties shall advise each other about force majeure circumstances within 30 days from their appearance.

The above mentioned circumstances shall be certified by the Chamber of Commerce or authorized State body of the corresponding Party.

## 10. ARBITRATION

10.1. The parties agreed that the pre-judicial claim dispute settlement procedure is mandatory.

The interested party sends a claim to the email address of the other party agreed by the Parties. If the dispute is not settled within 30 (thirty) calendar days, the interested party has the right to apply to the Arbitration court of Moscow city.

10.3. Any dispute arising out of or in connection with this Contract, including any question regarding its existence, entry into force, conclusion, amendment, performance, breach, validity or termination, shall be referred to and resolved by Arbitration court of Moscow city.

10.4. The applicable law and legislation to the present Delivery terms and the Invoice is the law and the legislation of the Russian Federation (material and procedural).

10.5. The parties agreed that the amount of loss under this Contract is limited by the price of the paid Goods, except for losses under paragraphs 10.2.-10.2.2. of this Contract.

## 11. MISCELLANEOUS

11.5. The present Delivery terms are valid from the date of invoice paid.

11.6. The moment of transfer of the Goods ownership from the Seller to the Buyer is determined as the date the Goods status "Release permitted" appears in the export customs declaration.

11.7. The present Delivery terms are published on the Seller's website.

11.8. The present Delivery terms shall be valid until the Buyer receives the Goods.

11.9. The Parties recognize the legal force of documents related to this Contract execution sent by e-mail. Original documents on the paper shall be sent to the other party within 3 (Three) business days from the date of their

preparation. For the purposes of implementing this paragraph, the Parties use the following email addresses:

From the side of the Supplier: ask@sensis.ru.

11.9. Both Seller and the Buyer shall not have the right to transfer their rights and obligations under Delivery terms to third parties without the prior consent of the other Party.

## 12. LEGAL ADDRESS OF THE SELLER AND BANK DATA

### “THE SELLER”

SENSIS CO. LTD.,  
Address: Azovskaya str. 15A, Floor/Room/Office 4/VIII/25, Moscow, 117452, Russian Federation  
Tax Payer No. 7728599015  
KPP 772701001  
OKPO 98170082

Transit acc. in EUR 40702978738001010446  
Bank: PJSC Sberbank, Moscow, Russia,  
BIC: 044525225  
SWIFT SABRRUMM

Transit acc. in USD: 40702840838001012100  
Bank: PJSC Sberbank, Moscow, Russia,  
BIC: 044525225  
SWIFT: SABRRUMM

### For and on the behalf of the SELLER:

**Name:** Mr. Bekhram Gadzhiev

**Position:** General Director

Signature and Stamp

