



**Contract No. 140225**

KYIV / UKRAINE

03.01.2025

**The company LLC "GLOBAL ENERGY GROUP"**, hereinafter referred to as the **"Supplier"**, in the name of Director Mrs. Lyudmila Shendrik who acts on the basis of Charter of the company from one side and

**The company «RMG COPPER JSC»**, hereinafter referred to as the **"Buyer"**, in the name of Executive Director Jondo Shubitidze, acting on the basis of the charter, from the other side, together hereinafter referred to as the **"Parties"** have concluded the present Contract to the following effect:

## **1. SUBJECT OF THE CONTRACT**

1. The **"Supplier"** has to supply and the **"Buyer"** has to pay and accept the products, hereinafter the **"Goods"** on the terms of FCA KYIV (Incoterms 2010) in conformity by the nomenclature, in quantity, price and characteristics specified in Appendix No. 1 that is an integral part of the present Contract. Overall drawings for the crane gurdy, endcarriages and hoists are attached to the current Contract and are considered as integral parts of it (Appendix 2)

## **2. PRICE OF GOODS**

2.1 The price of Goods under the present Contract is fixed in EURO and is fixed for the whole volume of Goods in accordance with Appendix No. 1 attached to the present Contract.

2.2 The total amount of the present Contract makes FCA KYIV **71 314,00 EURO** (Seventy-one thousand three hundred and fourteen EURO).

## **3. TERMS OF PAYMENT**

3.1 50% - advance payment of the total amount of the present Contract makes **35 657.00 EURO** (Thirty-five thousand six hundred fifty-seven EURO 00 cents.). The manufacturing date starts from the day of advance payment confirmation.



3.2. The remaining payment, **35 657.00 EURO** (Thirty-five thousand six hundred fifty-seven EURO 00 cents.) in the amount of 50% of the total contract amount will be made in 60 days (after the first payment) when the product will be ready to shipment.

3.3 All banking commissions under the present Contract collected by the "Buyer's" bank during payment procedures shall be paid by the «Buyer»

#### **4. TIME AND TERMS OF DELIVERY**

4.1 Delivery belongs to the "Supplier". The Goods shall be delivered within 80 (eighty) days following 50% - advance payment of the total amount of the present Contract.

4.2 The "Supplier" notifies the "Buyer" of the readiness of Goods for shipment within 10 days before date of shipment.

4.3 The "Supplier" undertakes to deliver the goods to the "Buyer" under the terms of the FCA KYIV according to (in accordance with Incoterms 2010).

4.4 The Seller must provide all necessary transportation and logistics documentation. Any documentation related to the Product, that shall be necessary for customs clearance of the Product, will be provided by the Seller to the Buyer upon request of the Buyer. In case any difficulties arise at the customs office within the Georgia, Buyer shall be responsible to resolve any such difficulties, provided however that all the necessary transportation and logistics documents are supplied by the Seller in due course.

4.5. Seller must provide EUR1 and Quality certificates of the Product to the Buyer. The Quality certificate of the Product to be provided by the Seller must comply with the technical specifications of the Product.

4.6. The Seller bears the risk of loss and damages of the Product until the transfer it to the Buyer at the delivery place.

#### **5. QUALITY AND ACCEPTANCE OF GOODS**

5.1 Acceptance of goods in accordance with nomenclature, quantity and quality shall be affected upon delivery of Goods to place of destination in conformity to clause no. 1 of his contract

5.2 Acceptance of Goods can be made in the presence of representative of the "Buyer". The Acceptance Certificate shall be the result of acceptance procedure of Goods. Acceptance Certificate shall be the basis for transference of responsibilities to the "Buyer" for the supplied equipment, or in case of short-delivery and incomplection.



5.3. The “Supplier” undertakes to transfer to the “Buyer” a two set of the following documents drawn up in English.

- a) certificate of origin of goods - 1 originals;
- b) commercial invoice - 1 originals, 1 copies;
- c) packing list - 1 originals, 1 copies.

5.4 At the same time as the Goods, the Supplier undertakes to provide the Buyer with two sets of the following documentation, written in English and Russian (if it can be provided):

- a) Certificate of origin;
- b) Commercial invoice;
- c) Packing list;
- d) Operation and maintenance instructions;
- e) Spare parts catalog (electronic version);
- f) Drawings for quick-wear parts;
- g) Electrical project.

## **6. GUARANTEES**

6.1 The “Supplier” guarantees that the construction of the equipment supplied is in full conformity with the highest modern technical achievements for this type of equipment and that high quality of the materials and accessories are used in the manufacturing and the equipment to be supplied is manufactured in full conformity with description and conditions of the Contract.

6.2 The guarantee period of the Goods to be supplied shall be 24 months from the date of transfer of ownership.

6.3 If during the guarantee period the equipment proves defective that is under the responsibility of the “Supplier”, the “Supplier” shall, within 45 days and at its own cost, replace and to eliminate detected defects of spare parts in accordance with conditions of the present Contract. Replaced defective parts shall be returned to the “Supplier” at its request and at its own cost.

6.4 If hidden defects are detected immediately after putting the equipment in operation or within first 12 months of equipment operation, the “Buyer” shall notify the “Supplier” accordingly in writing with reference to the following:



- name of Goods;
- contract No.;
- date of delivery;
- date of putting goods in operation;
- duration of operation;
- description of defect

Delivery of required parts for replacement shall be made by the "Supplier" within 45 (forty five) days from the date of receipt of information mentioned in the present clause.

## **7. PACKING**

7.1 Goods shall be supplied in packing corresponding to the nature of equipment to be supplied. The packing shall provide protection of Goods from any damage and corrosion during the transportation by transport.

7.2 The "Supplier" shall be responsible for any damages of Goods caused by damaging of packing.

7.3 Packing material shall not be returnable.

## **8. RESPONSIBILITIES**

8.1 Transportation costs for products from KONYA-TURKEY to the DAP KAZRETTI according to (in accordance with Incoterms 2010) belongs to "Buyer".

8.2 After Installation, required in the testing process, Test load and necessary equipment belong to "Buyer".

8.3 Products will be assembled by "Supplier". Equipment, which is going to be used in assembly (such as mobile cranes, manlifts, forklifts, stairs, scaffolding etc...) and installation technicians expenses (flight tickets, accommodation, meals, transportation of installation team (Between airport / hotel / installation area)) belong to "Supplier".

8.4 The installer is responsible for any damage during installation.

8.5 Products must be manufactured according specifications by technical data indicated in the appendix 2 to this contract .

8.6 In the event of delay in the supply of Goods against the dates stipulated in the present Contract the "Buyer" is entitled to request the "Supplier" to pay the penalty at the rate 0.05 % from the value of short-



delivered equipment for every day of the delay but not more than 5 % of the value of the equipment not delivered in due time.

8.7 In case the "Buyer" violates conditions and time of payment in conformity with clauses no. 3.1, 3.2, 3.3 of the present Contract the "Supplier" is entitled to request the "Buyer" to pay the penalty at the rate 0.05 % of unpaid amount for every day of the delay but not more than 5 % of unpaid amount.

8.8 In case of failure by the Supplier more than 14 days to deliver the Goods under the terms and conditions agreed between the Parties, the Seller shall under request of the Buyer, within 7 days, return to the Buyer any payment paid by the Buyer to the Supplier.

## **9. FORCE MAJEURE**

9.1 Neither party of the present Contract bear responsibility in case of any circumstances arise which prevent the complete or partial fulfillment of their respective obligations under the present Contract, namely: earthquakes, floods, war, military operations of any character, acts of elements or any other or circumstances that arose after the conclusion of the present Contract or passing of regulatory documents that may prevent fulfillment of the present Contract.

9.2 If any other circumstances beyond the control of the parties prevent the fulfillment of obligations on time, the time stipulated for the fulfillment of the obligations shall be extended for a period equal to that during which such circumstances will remain in force if there is no any other agreement.

9.3 The party for whom it becomes impossible to meet their obligations under the present Contract, shall immediately advise the other party as regards the beginning and cessation of the circumstances not later than 7 days.

9.4 Certificates issued by a respective state units shall be a sufficient proof of such circumstances and their duration in writing.

9.5 If the above circumstances or consequences last more than one month and when these consequences act more than the stipulated time the "Parties" carry on negotiations with the aim to find out acceptable way for both parties to fulfil or cease the present Contract and determine their relations by Additional agreement.

## **10. ARBITRATION**

10.1 All disputes and differences which may arise out when fulfilling, changing or ceasing of the present Contract are solved by means of bilateral negotiations.



10.2 In case of impossibility to come to consent by means of negotiations from “Supplier”, disputes are to be settled in compliance with the laws of the residing country of defendant party.

## **11. ANTI-CORRUPTION PROVISIONS**

11.1. In the performance of their obligations under this Agreement, the Parties, their affiliates, employees or intermediaries shall not pay, offer to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person to influence the actions or decisions of such person in order to obtain any undue advantage or other improper purpose.

11.2. In the performance of their obligations under this Agreement, the Parties, their affiliates, employees or intermediaries shall not carry out actions qualified as bribery, commercial bribery and actions that violate the requirements of applicable laws and international acts on combating money laundering for the purposes of this Agreement.

11.3. Each of the Parties hereto shall refuse to stimulate in any way the employees of the other Party, including by providing money, gifts, gratuitous work (services) and other ways, not specified herein, which put the employee in a certain dependence and are aimed at ensuring performance of any actions by this employee for the benefit of the stimulating Party.

11.4. If a Party suspects that a breach of any anti-corruption provisions has occurred or may occur, the relevant Party shall notify the other Party in writing. Upon written notification, the relevant Party shall be entitled to suspend the performance of its obligations under this Agreement until it receives confirmation that no breach has occurred or is likely to occur. This confirmation shall be given within five (5) working days from the date of the written notice.

11.5. In the written notification the Parties shall be obliged to refer to facts or provide materials reliably confirming or giving grounds to believe that a violation of any provisions of these Conditions has occurred or may occur by the counterparty, its affiliates, employees or intermediaries in the form of actions qualified by applicable law as bribery, commercial bribery and actions violating requirements of applicable law and international antitrust acts.

11.6. The Parties to this Treaty acknowledge and monitor compliance with the procedures for prevention of corruption. At that, the Parties shall make reasonable efforts to minimize the risk of business relations with counterparties which may be involved in corrupt activities and shall mutually assist each other in order to prevent corruption. At the same time, the Parties shall ensure the implementation of procedures for inspections to prevent the risk of the Parties being involved in corrupt activities.



11.7. The Parties acknowledge that their possible misconduct and violation of the anti-corruption provisions of this Agreement may lead to adverse consequences - from lowering the counterparty reliability rating to significant restrictions on interaction with the counterparty, up to the termination of this Agreement.

11.8. The Parties guarantee that the facts submitted under this Agreement will be duly investigated in compliance with the principles of confidentiality and that effective measures will be taken to eliminate practical difficulties and to prevent possible conflict situations.

11.9. The Parties guarantee complete confidentiality regarding the implementation of the anti-corruption provisions of this Agreement, as well as the absence of negative consequences both for the reporting Party as a whole, and for the specific employees of the reporting Party who have reported the violations.

## **12. OTHER CONDITIONS**

12.1 Additions and alternations to the present Contract will be valid if only made in writing, duly signed by both "Parties" and registered in stipulated order.

12.2 Neither party is entitled to transfer their rights and obligations under the present Contract to third persons without a written consent thereto of the other "Party".

12.3 The present Contract can be ceased or declare invalid by mutual consent of the "Parties" or by decision of a court.

12.4 The present Contract is signed in duplicate, in English and Russian. The Contract comes into force from the date of its signing.

12.5 For the purpose of prompt documents reciprocation the "Parties" agreed to use and consider documents handed over by means of facsimile transmission e-mail as official and authentic provided subsequent reciprocation of originals by means of express mail.

## **13. VALIDITY OF THE CONTRACT**

13.1 The time of acceptance of the present Contract is stipulated for a period of 10 days from the moment of delivery of the Goods at the Buyer's site.

13.2 The present Contract comes into force from the date of signings of the "Parties".

13.3 The validity of the present Contract can be prolonged only by the mutual agreement of the "Parties".



## Appendix No.1

to Contract No. 140225 dated 03.01.2025

1. The «Supplier» provides the Goods in accordance details of the «Buyer» on mentioned above conditions of the Contract:

Item No.	Denomination of goods	Quantity	Price for unit, EURO	Total amount, EURO
1	SG EOT UNDERSLUNG CRANE 2 TONS (H=9)	1	18607.00	18607.00
2	SG EOT UNDERSLUNG CRANE 2 TONS (H=12)	1	19007.00	19007.00
3	SG EOT UNDERSLUNG CRANE 10 TONS	1	33700.00	33700.00
Total KYIV / UKRAINE		71 314,00 EURO (Seventy-one thousand three hundred and fourteen EURO).		

2. The present Appendix is the integral part of the Contract No. 140225 from 03.01.2025.

«BUYER»  
Executive Director /  
JONDO SHUBITIDZE

«SUPPLIER»  
Director  
Mrs. Lyudmila Shendrik

