

## **Contract of purchase of goods (works, services) (General Terms)**

1. Limited Liability Company “Heraeus Electro-Nite Ukraina” (hereinafter referred to as the Buyer) enters into an Agreement with the Suppliers (Contractors) for the purchase of goods (works execution, services) on the basis of the Purchase Order, even if there is no separate agreement on their use.
2. General terms and conditions of purchase shall apply to all goods purchase contracts (service contracts, works execution contracts). In the case of the conclusion of the main contract, the General Terms and Conditions shall operate in the part that does not contradict the terms of the main contract.
3. Specific nomenclature, name, assortment, unit of measurement, quantity, price, terms and conditions of delivery of goods, provision of services, performance of works shall be agreed in the Purchase Order.
4. The Purchase Order number must be indicated in the invoices, delivery notes and other documentation of the Supplier (Contractor).
5. The Contract shall be concluded on the terms specified in the Purchase Order, in particular, at the time of delivery of goods, works, services or at the time of payment to the bank account of the Supplier (Contractor) at the price specified in the Purchase Order and shall be valid until full fulfillment of the Parties obligations.
6. The quality of the delivered goods must comply with the standards, specifications, other applicable regulations that set requirements for each type of goods. The quality of services (works) must meet the expected or established standards.
7. The General Conditions provide for the following liability:
  - 7.1. The Parties shall be liable for the non-fulfillment or improper fulfillment of the obligations specified in the Purchase Order, as provided by the current legislation of Ukraine and this Agreement.
  - 7.2. For failure to deliver or delay delivery of the goods, the Supplier (Contractor), at the request of the Buyer of goods, works, services, pays a fine of 20% of the value of the goods not delivered in time (undelivered).
  - 7.3. In case of delivery of goods of improper quality or incomplete goods, the Supplier (Contractor) shall pay the Buyer of goods, works and services a fine of 20% of the cost of defective (incomplete) goods. If the Supplier eliminates the identified defects within ten days, no penalty is paid.
  - 7.4. For breach of time or improper performance of works (provision of services), the Contractor shall pay a fine of 20% of the cost of the works (services) specified in the Purchase Order.
  - 7.5. For breach of payment terms, the Buyer pays the Supplier a fine in the amount of a double NBU discount rate that was in effect during the delay period.
  - 7.6. The Supplier (Contractor) undertakes to pay the Buyer a penalty of 10% of the cost of the order in case of bribery, violation of the current legislation on the protection of fair competition or violation of applicable labor law, which regulates the payment of wages, if bribery or violation causes damage.
8. The Supplier (Contractor) hereby commits to the Buyer to comply with all legally binding rules and regulations, in particular with all applicable laws for the protection of fair competition, all export and import prohibitions in force, all applicable customs and tax regulations as well as all applicable legal regulations for the protection of the environment, and not to offer, promise, or grant any benefits to employees of the Buyer as consideration for the preferential treatment in the procurement of products or services ("bribery"), to ban forced and child labor, and to ensure for its own staff payment of wages in accordance with all applicable labor laws, appropriate working hours, safety at work and a non-discriminating working environment and, in the case of subcontracting, to also bind its subcontractors by the foregoing provisions.

The Buyer may terminate this Contract without notice in the event that Supplier commits a breach of its obligations set forth in the preceding paragraph.
9. The Parties acknowledge the validity of the documents transmitted by the means of communication, with the subsequent exchange of originals.