

## **Supply Contract No. 3**

**(public offer)**

**Minsk**

16.06.2023

### **1. Terms and definitions**

**Supplier** - Closed Joint Stock Company "Kinergo" (CJSC "Kinergo" (ZAO)), legal address - Minsk, st. Kazintsa, 121A/2, building 1, Republic of Belarus, 220108.

**The Buyer** is a legal entity or an individual entrepreneur who intends to purchase or is acquiring goods for their use in business activities or for other purposes not related to personal, family, household and other similar use.

**Parties** is an indication of the Supplier and the Buyer when jointly mentioned in this Contract.

**Site** is an information resource posted by the Supplier on the Internet at the following addresses: [www.kinergo.ru](http://www.kinergo.ru), [www.kinergo.eu](http://www.kinergo.eu).

**Goods** - equipment for the repair and (or) diagnostics of automatic transmissions, parts and accessories of equipment, parts and accessories of vehicles, tools, products, other goods offered for sale by the Supplier.

**Order** - individual items from the assortment list of Goods specified by the Buyer when placing the Order.

**Contract** - this contract for the supply of the Goods.

**Offer** - a public offer of the Supplier, addressed to any Buyer, to conclude a supply contract with the Supplier on the terms contained in the Contract.

**Acceptance** - full and unconditional acceptance by the Buyer of the terms of the Contract.

**Invoice** - a document generated by the Supplier after accepting the Order, which indicates the name, assortment, quantity and price of the Goods, payment account. The Invoice may also indicate the terms of payment, the terms and time of delivery of the Goods, and other terms. The Invoice is an integral part of the Contract.

### **2. General Provisions. The moment of conclusion of the Contract**

2.1. This Contract, posted on the Site, in accordance with paragraph 2 of Art. 407 of the Civil Code of the Republic of Belarus (hereinafter referred to as the "CC") is a public offer of the Supplier, addressed to an indefinite circle of Buyers, to conclude a contract for the supply of the Goods (hereinafter referred to as the "Contract") on the terms specified in this Contract, and contains all the essential terms of the supply contract.

2.2. The conclusion of the Contract takes place by joining the Buyer to the Contract, i.e. by accepting (accepting) the terms of this Contract as a whole without any conditions, exceptions and reservations (Article 398 of the Civil Code).

2.3. The acceptance of this Offer is the advance payment by the Buyer of the Order in accordance with the terms of the Contract, which is equivalent to the conclusion of the Contract on the conditions set forth in the Offer. If the Invoice specifies the condition of partial advance payment for the Goods, the Acceptance of this Offer is a partial advance payment for the Goods in the manner and amount specified in the Invoice. If the Invoice specifies the condition of deferred payment for the Goods, the Acceptance of this Offer is the acceptance of the Goods by the Buyer.

2.4. The Contract, subject to the procedure for its acceptance, is considered concluded in a simple written form (paragraph 2.3 of article 404, paragraph 3 of article 408 of the Civil Code of the Republic of Belarus).

2.5. The Buyer undertakes at the time of placing the Order to familiarize himself with the text of this Offer and the information posted on the Site. The Supplier reserves the right to unilaterally amend the Contract (by posting changes to the Contract on the Site) and other information on the pages of the Site.

2.6. The Buyer accepting this Offer accepts and agrees with all the conditions set forth in this Contract and with the information posted on the pages of the Site at the time of placing the Order.

2.7. Each Party guarantees to the other Party that it has the appropriate rights and sufficient legal capacity, as well as all other rights and powers necessary for the conclusion and execution of the Contract.

2.8. Based on the foregoing, carefully read the text of the public Offer, and if you do not agree with any clause of the Offer, you are invited to refuse to purchase the Goods provided by the Supplier.

### 3. Subject of the Contract and the price of the Goods

3.1. The Supplier transfers the ownership of the Buyer, and the Buyer accepts and pays for the Goods in accordance with the terms of the Contract set forth in this Offer.

3.2. The prices for the Goods are determined by the Supplier and are indicated on the pages of the Site and (or) in the Invoice.

3.3. The price of the Goods may be changed by the Supplier unilaterally. At the same time, the price of the Goods for which the Buyer has made a full preliminary payment in the manner, term and on the conditions determined by this Contract is not subject to change.

3.4. The Supplier has the right to provide the Buyer with discounts on the Goods and establish a system of bonuses.

3.5. Each Order is considered a separate Contract. The amount of the Order is the amount of the Contract with this Buyer. The amount of the Contract (Order) cannot exceed 3,999 (three thousand nine hundred ninety-nine) base units established in accordance with the legislation of the Republic of Belarus.

3.6. If the Buyer is a resident of the Republic of Belarus, the currency of the Contract and payment is the Belarusian ruble.

3.7. If the Buyer is a non-resident, the currency of the Contract (Order) and payment (other than Belarusian rubles) can be any foreign currency, indicated in the Invoice. All bank charges and bank commissions for transferring funds in the territory of the Buyer's country shall be borne by the Buyer, and in the territory of the Supplier's country and outside the Buyer's country - by the Supplier.

#### 4. Placing an order

##### 4.1. The Buyer has the right to place an Order for the Goods:

4.1.1. independently by filling out the electronic Order form posted on the Site;

4.1.2. using means of communication.

4.2. All information materials presented on the pages of the Site are for reference only and cannot fully convey complete information about certain properties and characteristics of the Goods. If the Buyer has questions regarding the properties and characteristics of the Goods, before placing the Order, the Buyer should seek advice from the Supplier using the means of communication (e-mail, phone, online chat, instant messengers, etc.) indicated on the Site.

4.3. The publication on the pages of the Site of information that obviously does not correspond to the Goods, including prices, photos and descriptions of the Goods, is recognized as a technical error.

4.4. The Buyer is solely responsible for the content and accuracy of the information provided by him during registration, placing an Order.

4.5. By placing an Order, the Buyer confirms that prior to placing the Order, he was provided, and he independently fully familiarized himself on the pages of the Site and through means of communication with the necessary and reliable information about the purchased Goods.

#### 5. Payment for the Order

##### 5.1. Payment for the Order is carried out:

- in a cashless manner: by transferring funds to the Supplier's settlement account, specified in the invoice, including: by bank transfer; using bank payment cards through Internet acquiring; by means of AIS "Calculation"; through the cash desks of banks and postal facilities, other payment systems that ensure the receipt of funds in payment for the Goods to the Supplier's settlement account;

- by depositing cash into the cash desk of the Supplier.

5.2. The Supplier is obliged to transfer to the Buyer the Goods that correspond to its sample or description, the quality of which corresponds to the information provided to the Buyer at the conclusion of the Contract, as well as the information brought to his attention when transferring the Goods (in the documentation attached to the Goods, on consumer packaging (packaging), labels or otherwise accepted for certain types of goods).

5.3. The total cost of the Order consists of the cost of the Goods and the cost of delivery (except in cases where the Buyer pays for delivery).

5.4. Interest is not charged on the prepayment amount in accordance with paragraph 4 of Art. 457 of the Civil Code of the Republic of Belarus, art. 770 of the Civil Code of the Republic of Belarus.

5.5. In case of non-payment of the Order within the established period, the Order will be canceled. If the preliminary payment is made by the Buyer after the end of the established payment period, then these funds are either returned to the Buyer as erroneously transferred at his request, expressed in writing, including in electronic form, or accepted by the Supplier in the form of advance payments (prepayment) on account future Orders of the Buyer, executed in accordance with the terms of the Contract.

5.6. In case of payment for the Goods through the cash desk of the Supplier, the Supplier issues a sales receipt. In this case, the Invoice may not be issued, since the sales receipt performs the functions of the Invoice.

5.7. If the Buyer is a resident of the Eurasian Economic Union (EAEU), then no later than 90 (ninety) days from the date of shipment of the Goods, the Buyer is obliged to provide the Supplier with the original application for the importation of goods and payment of indirect taxes in two copies with a note from the tax authority, and in the case of submission of such an application in electronic form with an EDS - a copy of such an application or details (registration number and date) of the said application.

## 6. Terms of delivery of the Goods

6.1. Delivery time of the Goods - within 20 (twenty) calendar days from the date of receipt of the full prepayment for the Goods, unless otherwise specified in the Invoice. The term of delivery of the Goods under the Contract is the term of the actual transfer of the Goods to the organization (person) providing (to him) delivery services (shipping, transportation, etc.), and in case of receipt of the Goods directly by the Buyer at the location of the Supplier (self-delivery), the term of the actual transfer of the Goods by the Supplier Buyer

6.2. The transfer to the buyer of the purchased Goods can be made by its own pickup (from the address: Minsk, Kazintsa St., 121A / 2, building 1), mailing or transportation by any mode of transport with delivery of the goods to the place specified by the Buyer.

6.3. Delivery of the Goods is made at the expense of the Buyer. The buyer has the right to independently pay for the delivery of goods to the relevant delivery services (transport, postal and other organizations). In the event that the Supplier pays for the delivery of the Goods to the relevant delivery services (transport, postal and other organizations), such amounts are included in the cost of the Goods.

6.4. The ownership of the Goods and the risks of accidental damage and / or loss of the Goods shall pass to the Buyer from the moment the Goods are actually transferred to the organization (person) that provides (to him) delivery services (shipping, transportation, etc.), and if the Goods are received directly by the Buyer at the place location of the Supplier (self-delivery) - from the moment the Goods are transferred by the Supplier to the Buyer.

6.5. Acceptance of the goods in terms of quantity, quality and assortment is carried out by the Buyer within 10 days after the receipt of the Goods at the Buyer's warehouse. The deadline for filing claims (reclamations) related to discrepancies in quantity, quality and assortment found upon acceptance of the Goods is 30 days after the receipt of the Goods at the Buyer's warehouse. In the event that the Buyer subsequently discovers a discrepancy between the Goods in terms of quantity, quality and assortment, the Supplier is not obliged to consider and satisfy the claims (complaints) of the Buyer, with the exception of claims (claims) about hidden defects in the Goods in terms of quality.

6.6. The Supplier, upon the Buyer's request, undertakes to train two employees of the Buyer to work on the purchased equipment (Goods) on the territory of the Supplier's production base. There is no additional fee for training. The start date and duration of training is agreed by the Parties additionally. All costs associated with travel, accommodation and stay in training shall be borne by the Buyer.

6.7. The Supplier's warranty obligations for the Goods are posted on the website:

<https://kinergo.ru/podderzhka/oficzialnye-dokumenty/>, <https://kinergo.eu/podderzhka/oficzialnye-dokumenty/>

## 7. Withdrawal of the offer

7.1. This offer is not irrevocable.

7.2. The withdrawal of the offer (Contract) can be carried out by the Supplier at any time, but this is not a basis for the refusal of the Supplier's obligations under already concluded Contracts. The Supplier undertakes to place a notice of withdrawal of the offer on the pages of the Site indicating the exact time of the withdrawal of the offer at least 12 (twelve) hours before the event of the withdrawal (suspension) of the Offer.

## 8. Liability of the parties

8.1. Each of the Parties is obliged to fulfill its obligations in an appropriate manner, providing possible assistance to the other Party.

8.2. The Parties are liable for failure to perform or improper performance of their obligations in accordance with the current legislation of the Republic of Belarus.

8.3. In case of violation of the terms of payment for the Goods, the Buyer shall pay the Supplier a penalty in the amount of 0.3% of the value of the unpaid Goods for each day of delay.

8.4. In the event that the Goods fully paid by the Buyer are not provided by the Supplier for shipment within the terms established by the Contract, the amount received on the Supplier's settlement account in the form of an advance payment (in terms of unfulfilled obligations) must be returned by the Supplier to the Purchaser's settlement account at his written request within 90 calendar days after the expiration of the period for the Supplier to provide the Goods for shipment, established by the Contract, unless otherwise specified by agreement of the Parties.

8.5. If the Buyer refuses to receive the fully paid Goods or refuses to pay extra for the partially paid Goods, the amount received on the Supplier's settlement account in the form of an advance payment must be returned by the Supplier to the Buyer's settlement account within 90 calendar days after the Supplier receives a written request the Buyer, minus 10% of such amount (which is the amount of the Supplier's losses agreed upon by the Parties incurred as a result of the Buyer's refusal to receive the Goods or from additional payment for the Goods).

8.6. The Supplier is not responsible for the Buyer's losses resulting from errors made when filling out the Order form or during registration; as a result of illegal actions of third parties, as well as for improper use of the Goods by the Buyer. The Supplier shall not be liable for the costs and losses of the Buyer caused by the failure of the equipment (Goods) or the replacement of parts, accessories (including lost profits, loss of income, transportation costs, expenses for electricity, raw materials, communications, etc.).

8.7. In case of non-performance (improper performance) of paragraph 5.7. of the Contract, the Buyer (resident of the EAEU) pays the Supplier a fine in the amount of 20% (twenty percent) of the cost of the Goods for which an application has not been submitted. The penalty is calculated in the currency of the Contract (Order), paid in the currency of payment.

8.8. The Parties are released from liability for partial or complete failure to fulfill obligations under this Contract, if such failure is caused by force majeure (force majeure).

8.9. If the Buyer is a non-resident, all disputes, disagreements or claims that may arise from or in connection with the Contract, incl. related to its change, termination, execution, invalidity or interpretation are subject to consideration in the International Arbitration Court at the Belarusian Chamber of Commerce and Industry in accordance with its rules, consisting of one arbitrator.

8.10. If the Buyer is a resident, all disputes, controversies or claims that may arise out of or in connection with the Contract, incl. related to its change, termination, execution, invalidity or interpretation are subject to consideration in the Economic Court of Minsk.

8.11. Applicable law – substantive law of the Republic of Belarus. Before going to court, it is mandatory to file a claim. The deadline for responding to a claim is 30 calendar days from the date of receipt.

8.12. The Parties excluded the application of the United Nations Convention "On the Limitation Period in the International Sale of Goods" (Concluded in New York on June 14, 1974) to the relations arising from the Contract.

## 9. Other terms

9.1. In all other respects that are not provided for by the Contract (the terms of the Offer), the Parties are guided by the current legislation of the Republic of Belarus.

9.2. The parties agreed to recognize the legal force of the Contract and other documents transmitted by facsimile, electronic communication.

9.3. All rights to textual information and graphic images posted on the pages of the Site belong to the Supplier and / or its suppliers and manufacturers of the Goods.

9.4. The Supplier has the right to send advertising and informational messages to the Buyer. If the Buyer does not want to receive mailings from the Supplier, he must notify the Supplier about this through the "Feedback" form on the Site.

9.5. This Contract is not a public agreement (Article 396 of the Civil Code).

9.6. This Offer is valid until its withdrawal. The Contract with a specific Buyer comes into force from the moment of acceptance of its terms by the Buyer (clause 2.3. of the Contract) and is valid until the Parties fully fulfill their obligations.

## 10. Details of the Supplier

CJSC "Kinergo" (ZAO)

UNP 191560608 OKPO 379915575000

Legal address: 220108 Minsk, st. Kazintsa, 121A/2, building 1

Tel. (+375 17) 377 61 24; 377 60 92; 377 09 58. e-mail: info@kinergo.by

The current account for payment is indicated in the Invoice