**SUPPLY AGREEMENT №\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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| **Bishkek** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025** |

**Kumtor Gold Company CJSC**, hereinafter referred to as the **“Buyer”**, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of a Power of Attorney dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025, on the one hand, and

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafter referred to as the **“Supplier”**, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director, acting on the basis of the Charter, on the other hand, collectively referred to as the **“Parties”**, each separately - the **“Party”**, have concluded this Supply Agreement as follows:

1. The Supply Agreement between the Parties (hereinafter referred to as the **“Agreement”**) consists of the following parts, each of which is an integral part of the Agreement:
   * 1. this Main Agreement (hereinafter referred to as the **“Main Agreement”**).
     2. the attached General Terms and Conditions of the Agreement, posted on the Buyer's website and available for review by the Parties via the links (hereinafter - the “General Terms and Conditions”): <https://www.kumtor.kg/wp-content/uploads/2020/11/general-terms_goods_supply_2020.pdf>.
     3. all goods acceptance certificates, consignment notes or other documents signed by authorized representatives of both Parties and confirming the actual transfer of Goods from the Supplier to the Buyer (hereinafter collectively referred to as **“Acceptance Certificates”** or **“Acceptance Certificate”**).
2. The Supplier shall supply the Buyer with **materials and components for Chemelex RAYCHEM pipeline and water supply heating systems** (hereinafter referred to as the **“Goods”**), and the Buyer shall accept and pay for the Goods on the terms and conditions set forth in the Agreement.
3. **Cost of the Goods to be delivered**

The Cost of the Goods to be delivered (hereinafter referred to as the **“Cost of the Goods”**) is **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**   
From the moment of bilateral signing of the Agreement, the Cost of the Goods shall be fixed and cannot be changed, unless otherwise agreed by the Parties in writing.

The Buyer shall pay the Supplier the Cost of the Goods delivered in the following order:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Goods Delivery Terms**:

Delivery period: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from the moment \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Documents for the Goods submitted by the Supplier upon the Goods delivery/procedure for their submission:

- CMR consignment note, 3 copies (if applicable).

- Bill of lading, 3 copes (if applicable).

- Accompanying waybills for Goods, 2 copies.

- Invoice, 2 copies.

Packing/packaging of the Goods: according to the international transportation rules and requirements.

The cost of packaging shall be included in the Cost of the Goods.

Delivery basis according to Incoterms \_\_\_\_\_\_: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Supplier shall guarantee the quality of the Goods supplied (its operability) provided that the Buyer complies with the rules for the operation and maintenance of the Goods for a period of \_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) months from the date of the Goods delivery.

The Supplier shall guarantee that the Goods are completely identical (in terms of dimensions, weight, technical characteristics) to those already installed at the Buyer's premises.

The Buyer shall have the right to submit claims and request a free replacement of the Goods upon inspection at the Buyer's warehouse if the quality does not meet the requirements due to non-compliance with technical specifications, dimensions, manufacturing defects, during the warranty period, based on the act of detected defects in the Goods, and provide photos and video materials to the Supplier for review. The deadlines for the elimination of defects by the Seller shall be agreed upon by the Parties but shall not exceed the deadlines to produce new Goods or its components.

The defect report may be drawn up in any form.

In the event of delay in delivery or underdelivery of the Goods under the Agreement, the Buyer shall have the right to demand that the Supplier pay a penalty of 0.1% of the Cost of the Goods to be delivered or of the underdelivered portion thereof, for each day of delay, but not more than 10% of such amount.

Other terms and conditions: not applicable.

1. **Services** (work) provided by the Supplier upon delivery of the Goods: not applicable.
2. **Responsible persons** (as specified in the General Terms and Conditions):

6.1. Buyer's responsible person (-s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6.2. Supplier's responsible person (-s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. In the event of any discrepancy between the Main Agreement and the General Terms and Conditions, the provisions of the Main Agreement shall prevail.
2. The Agreement has been drawn up in two copies in Russian. All texts shall have equal legal force. Each Party shall confirm receipt of its respective copy of the Agreement and acknowledge that it has fully reviewed the contents of the Agreement, including the General Terms and Conditions, and agrees to and accepts all terms and conditions contained therein.

Until the Parties receive duly signed hard copies of the Agreement, electronic versions of the Agreement shall be deemed to have full legal force and effect.

1. The Agreement shall come into force on the date of its signing by both Parties and shall remain in effect until the Supplier has fully fulfilled its obligations under this Agreement.

Termination of the Agreement on any grounds shall not release the Parties from liability for any breach of the Agreement that occurred prior to such termination.

1. Each Party shall confirm receipt of its respective copy of the Agreement and acknowledge that it has fully reviewed the contents of the Agreement, including the General Terms and Conditions, and agrees to and accepts all terms and conditions contained therein.
2. Addresses, bank details, signatures of the Parties:

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| **Buyer:**  **Kumtor Gold Company CJSC**  Address: 24 Ibraimov str., Bishkek,  Kyrgyz Republic  TIN 01602199310079  Bank details:  Aiyl Bank OJSC  BIC 135001  Account № 1350100020023658  Phone: 0 (312) 90 07 07 | **Supplier:** |

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| --- | --- |
| **Signatures of the Parties:** | |
| **Buyer** | **Supplier** |
| Procurement Manager  Kumtor Gold Company CJSC | Director  \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / |

Specification 1 to the Agreement № /\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025.

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| **Buyer: Kumtor Gold Company CJSC** | **Supplier:** |

This Specification shall be an integral part of the Supply Agreement № **C-25/\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_, 2025**

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| № | List | | Quantity | Unit | Planned price per unit | Planned cost |
| 1 | CABLE, HEATING, SELF-REGULATING, 230V, 25 W/NAT 10°C. | | 200 | MT | 17.97 | 3,594.00 |
| 2 | SEAL KIT, LOW PROFILE RAYCHEM END, ATEX (E-150). | | 135 | EA | 120.49 | 16,266.15 |
| 3 | UNIT, CONTROL, HEAT TRACING, ELECTRONIC LOCAL CONTROL, CENTRAL MONITORING, WITH SAFETY TEMPERATURE LIMITER (Elexant 5010i-LIM). | | 3 | EA | 1,615.30 | 4,845.90 |
| 4 | REMOTE MONITORING MODULE FOR UP TO 8 TEMPERATURE SENSORS, DIN-RAIL MOUNTABLE (RMM3). | | 3 | EA | 1,273.83 | 3,821.49 |
| 5 | EXTERNAL CONTROL MODULE FOR DIGITRACE NGC-30 AND MONITRACE 200N / MONI-RMC BASE (309735-000). | | 3 | EA | 1,883.79 | 5,651.79 |
| 6 | INTERFACE, USER INTERFACE TERMINAL IN ENCLOSURE FOR REMOTE MOUNTING ON WALL#OEM NGC-UIT2-ORD-R. | | 1 | EA | 8,213.35 | 8,213.35 |
| 7 | DIGITRACE OEM# DET-4000 IS A DEVICE FOR DETERMINING THE PLACES OF CABLE DAMAGE / SIDEKICK PLUS - HEAD HELD CABLE FAULT LOCATOR. | | 2 | EA | 6,635.00 | 13,270.00 |
| 8 | CABLE, HEATING, SELF-REGULATING, 230V, 29 W/MAT 10°C, 10BTV2-CT. | | 230 | MT | 19.25 | 4,427.50 |
| 9 | SENSOR, TEMPERATURE WITH MI CABLE (WITH M16 GLAND), (MONI-PT100-EXE-SENSOR). | | 2 |  | 212.18 | 424.36 |
|  | | **Total cost** | | | |  |

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| **Signatures of the Parties:** | |
| **Buyer** | **Supplier** |
| Procurement Manager  Kumtor Gold Company CJSC | Director |
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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / |