**SUPPLY CONTRACT \_\_\_\_\_\_\_\_**

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| **Bishkek city** | **\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ 2025** |

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafter referred to as the “**Supplier**”, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the director acting based on the Articles of Association, on the other hand, collectively referred **to as the “Parties**”, each individually referred to as a “**Party**”, have entered into a supply contract, as follows:

1. The Supply Contract between the Parties (hereinafter referred to as the “**Contract**”) consists of the following parts, each of which is an integral part of the Contract:
   * 1. of this Head Contract (hereinafter referred to as the “**Head Contract**”);
     2. the attached general terms and conditions of the Contract posted on the Buyer’s website and available for review by the Parties at the links (hereinafter referred to as the “General Terms”) <https://www.kumtor.kg/wp-content/uploads/2020/11/general-terms_goods_supply_2020.pdf> ;
     3. all acts of acceptance and transfer of the Goods, consignment notes or other documents signed by authorized representatives of both Parties and confirming the actual transfer of the Goods from the Supplier to the Buyer (collectively referred to as the “**Acceptance** Acts” or the “**Acceptance Act”).**
2. The Supplier hereby undertakes to supply the Buyer with **materials and components for Chemelex RAYCHEM heating systems pipelines and water supply lines** together (hereinafter referred **to as the “Goods**”), and the Buyer undertakes to accept and pay for the Goods on the terms and conditions provided for in the Contract.
3. **Cost of the Goods supplied**

The cost of the delivered Goods (hereinafter referred to as the “**Cost of the Goods**”) **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**   
From the moment of bilateral signing of the Contract, the Cost of the Goods is fixed and is not subject to change, unless otherwise agreed by the Parties in writing.

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

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1. **Terms of delivery of the Goods**:

Delivery time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Documents for the Goods to be provided by the Supplier upon delivery of the Goods / the procedure for their provision:

- CMR invoice 3 pcs (if applicable);

- Consignment note 3 pcs (if applicable);

- Accompanying invoices for goods (CN) 2 pcs;

- Invoice 2pcs;

- Other documents at the request of the Buyer.

Packaging/containers of the Goods: according to the rules and requirements of international transportation.

The cost of packaging is included in the price of the Goods.

The basis of delivery according to the rules of Incoterms \_\_\_\_\_\_: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Supplier guarantees the quality of the supplied Goods (their operability) provided that the Buyer complies with the rules of operation and maintenance of the Goods within \_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) months from the date of transfer of the Goods.

The Supplier guarantees that the Goods are completely identical (dimensions, weight, technical characteristics) already installed by the Buyer.

The Buyer has the right to submit claims and free replacement of the Goods upon inspection at the Buyer’s warehouse if the quality does not meet the required quality, the reason for which is non-compliance of technical characteristics, dimensions, manufacturing defects, during the Warranty Period, on the basis of the report on the detected defects of the Goods, and provides photo and video materials to the Supplier for consideration. The terms for the elimination of defects by the Seller shall be established by agreement of the Parties, but not more than the terms of production of new Goods or their components.

The act on the detection of defects is drawn up in any form.

In case of violation of the terms of delivery or underdelivery of the goods under the Contract, the Buyer has the right to demand from the Supplier to pay a penalty in the amount of 0.1% of the cost of the Goods to be delivered, or the cost of the undelivered part, for each day of delay, but not more than 10% of such value.

Other conditions: not applicable.

1. **Services** (works) provided by the Supplier upon delivery of the Goods: not applicable.
2. **Responsible people** (as defined in the General Terms):

6.1. The Buyer’s responsible person(s) is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6.2. The responsible person(s) of the Supplier is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. In the event of a discrepancy between the Head Contract and the General Terms, the provisions of the Head Contract shall prevail.
2. The Contract is drawn up in two copies in Russian, all texts have equal legal force. Each Party hereby acknowledges receipt of its copy of the Contract and that it has read the contents of the Contract in its entirety, including the General Terms, and agrees to and accepts all the terms and conditions contained therein.

Until the receipt of bilaterally signed paper copies of the Contract, the electronic versions of the Contract shall be considered to have full legal force.

1. The Contract shall enter into force on the date of signing the Contract by both Parties and shall be valid until the Supplier fully fulfills its obligations arising from this Contract.

Termination of the Contract for any reason does not exempt the Parties from liability for its violation that took place before such termination of the Contract.

1. Each Party hereby acknowledges receipt of its copy of the Contract and that it has read the contents of the Contract in its entirety, including the General Terms, and agrees to and accepts all the terms and conditions contained therein.
2. Addresses, bank details, signatures of the Parties:

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

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| --- | --- |
| **Signatures of the parties:** | |
| **Buyer** | **Supplier** |
| MTS Manager  Kumtor Gold Company CJSC | Director  \_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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