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| **SUPPLY AGREEMENT No.**  **Bishkek «\_\_\_\_\_\_» \_\_\_\_\_\_\_\_\_\_ 2026** | |
| **CJSC “Kumtor Gold Company”**, hereinafter referred to as the “**Buyer**”, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting under the Power of Attorney dated “\_\_” \_\_\_\_\_\_ 2026, on the one hand, and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafter referred to as the “**Supplier**”, represented by \_\_\_\_\_\_\_\_\_\_, acting under \_\_\_\_\_\_\_\_\_\_\_\_, on the other hand, collectively referred to as the “**Parties**”, and individually as a “**Party**”, have concluded this Supply Agreement as follows: | |
| * + - 1. The Supply Agreement between the Parties (hereinafter – the **“Agreement”**) consists of the following parts, each of which is an integral part of the Agreement:   this Main Agreement (hereinafter – the **“Main Agreement”**);  the General Terms and Conditions of the Agreement published on the Buyer’s website and available to the Parties at the following link (hereinafter – the **“General Terms”**): [**https://www.kumtor.kg/wp-content/uploads/2020/11/general\_terms\_goods\_supply\_2020.pdf**](https://www.kumtor.kg/wp-content/uploads/2020/11/general_terms_goods_supply_2020.pdf).  In the event of any contradiction, the provisions of the Main Agreement shall prevail over the provisions of the General Terms;  the Terms of Reference;  all delivery and acceptance certificates of the Goods, waybills, or other documents signed by the authorized representatives of both Parties and confirming the actual transfer of the Goods from the Supplier to the Buyer (collectively, the “**Delivery and Acceptance Certificates**” or the “**Delivery and Acceptance Certificate**”);  Specifications. | |
| * + - 1. The Supplier hereby undertakes to deliver to the Buyer **the goods** — laboratory de-silvered flux — compliant with the requirements specified in the Terms of Reference (TOR) (hereinafter collectively referred to as the “**Goods**”), and the Buyer undertakes to accept and pay for the Goods under the terms stipulated in the Agreement. The Agreement may be sent to the Supplier by e‑mail to the e‑mail address of the Supplier’s responsible person. In this case, a copy of the Agreement duly signed by the authorized representatives of the Parties, bearing their stamps and sent in the form of a scanned document, shall be deemed equivalent to the original signed Agreement.       2. 2.1. The Supplier undertakes to provide a Guarantee Security for the Performance of the Contract (GSPC) in the amount of 5 (five) percent of the total value of the Agreement, amounting to \_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_) \_\_\_\_\_\_, to the Buyer’s bank account indicated in Clause 12 of the Agreement.       3. 2.2 The GSPC shall be returned to the Supplier within 7 (seven) business days from the moment of: * proper fulfillment by the Supplier of its contractual obligations, including warranty obligations (warranty period); * termination of the Agreement due to force majeure circumstances. | |
| * + - 1. Supplied Goods Value (the “Goods Value”)          1. The total value of the Agreement amounts to \_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_).          2. From the moment the Agreement is signed by both Parties, the Goods Value shall be fixed and shall not be subject to change unless otherwise agreed by the Parties in writing.          3. For the avoidance of doubt, the Price of the Goods does not include value-added tax (VAT) and/or any other indirect tax, which shall be paid additionally by the Buyer, if applicable. | |
| * + - 1. **Payment Terms**          1. Payment for the Goods shall be made as follows: (the terms below refer to post‑payment; if the Supplier requests partial prepayment, a bank guarantee in the amount of the prepayment shall be required, and the corresponding bank guarantee provisions shall be included in the Agreement)   Payment shall be made within 30 (thirty) calendar days after delivery of the Goods to the Buyer, based on the invoice issued.   * + - * 1. The Supplier shall provide a bank guarantee in the amount of the Prepayment. The bank guarantee agreement shall take effect no later than the date of execution of this Agreement. The validity period of the bank guarantee agreement shall exceed the delivery completion date under this Agreement by not less than 3 (three) months. (This clause shall be deleted in the case of post‑payment.) All costs associated with providing the bank guarantee shall be borne by the Supplier. | |
| * + - 1. **Delivery Terms of the Goods:**          1. In accordance with **Incoterms 2020**.          2. The documents for the Goods to be provided by the Supplier upon delivery of the Goods, and the procedure for their submission, are as follows: * Universal Transfer Document (UTD) or Invoice; * Waybills (if applicable); * Payment Invoice; * Goods Issue Slip; * Quality Passport; * Operation Manual; * Certificate of Quality.   + - * 1. The Goods shall be supplied in packaging that meets international cargo transportation requirements. Required storage conditions: a warm, ventilated room. The Supplier shall dispatch the Goods in packaging that ensures their protection from damage during transportation, loading, transshipment, unloading, and storage in warehouse conditions, subject to compliance with storage recommendations. The cost of such packaging must be included in the Goods Price.         2. The Goods shall be deemed accepted by the Buyer:   a) by quantity – in accordance with the number of units and nomenclature specified in the accompanying documents;  b) by quality – the flux composition must be as follows: 1) Lead oxide (PbO) – 67%; 2) Soda ash (Na₂CO₃) – 25%; 3) Sodium borate anhydrous (Na₂B₄O₇) – 8%.  The Goods shall be inspected for external defects, packaging integrity, and labeling.   * + - * 1. The delivery period is **\_\_\_\_\_\_\_\_\_\_\_**, starting from **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.         2. The delivery basis according to Incoterms 2020 shall be DAP Balykchy, Kyrgyz Republic, unless otherwise specified in the relevant Specification or Purchase Order.         3. In case of late delivery or short delivery of the Goods, the Buyer shall be entitled to demand payment of a penalty by the Supplier in the amount of 0.1% of the value of the Goods to be delivered, or the value of the undelivered portion, for each day of delay, but not exceeding 10% of the value of such Goods.         4. In case of late payment for the Goods, the Supplier shall be entitled to demand payment of a penalty by the Buyer in the amount of 0.1% of the overdue amount for each day of delay, but not exceeding 10% of such amount. The penalty shall not apply to advance payments.         5. The Buyer undertakes, within 120 (one hundred twenty) calendar days from the date of shipment of the Goods, to provide the Supplier with an electronic statement on the import of goods and payment of indirect taxes, signed with a digital signature (a copy of the completed statement and the notification issued by the tax authority confirming payment of indirect taxes), in accordance with the “Protocol on the Exchange of Information in Electronic Form between the Tax Authorities of the Member States of the Eurasian Economic Union on Paid Amounts of Indirect Taxes.” Paper originals (or copies) of these documents shall be sent to the Supplier within 120 (one hundred twenty) calendar days from the date of shipment of the Goods. | |
| * + - 1. **Quality Warranty**          1. The Supplier guarantees the appearance, type, and packaging of the supplied Goods in accordance with the regulatory documents applicable to such Goods, as established by the manufacturers, and in certain cases regardless of their manufacturer.          2. The Supplier guarantees the quality and operability of the supplied Goods during the warranty period specified in Clause 6.3 of this Agreement, provided that the Buyer complies with the rules for storage, operation, and maintenance of the Goods.          3. Quality warranty for the Goods: The warranty period is 12 months from the date of delivery of the batch. In the event of non‑conformity of the flux composition, the Buyer shall have the right to return the batch of Goods. In such a case, at the Buyer’s discretion, the non‑conforming Goods shall either: be replaced with Goods of proper quality at the Supplier’s cost and by the Supplier’s efforts; or be fully refunded by the Supplier within the period established by the Buyer. The Supplier undertakes to provide the Buyer with the results of the compositional analysis of the Goods prior to dispatch of the batch to the Kumtor mine, as well as a quality passport for each batch of the supplied Goods.          4. In the event of a warranty case caused by the fault of the Supplier, all costs associated with remedying the defects shall be borne by the Supplier. | |
| * + - 1. Services (Work) provided by the Supplier during delivery of the goods: not applicable. | |
| * + - 1. Responsible Persons (as defined in the General Terms)          1. The responsible person(s) of the Buyer shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_          2. The responsible person(s) of the Supplier shall be: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| * + - 1. Each Party hereby confirms that it has received its copy of the Agreement and that it has fully reviewed the contents of the Agreement, including the General Terms, and agrees to and accepts all terms and conditions contained therein. | |
| * + - 1. This Agreement enters into force on the date of its signing by both Parties and shall remain in effect until full performance by the Parties of their obligations arising under this Agreement.   Termination of this Agreement on any grounds shall not release the Parties from:  - performing obligations that arose prior to such termination;  - liability for any breach that occurred prior to such termination. | |
| * + - 1. Addresses, Banking Details, and Signatures of the Parties | |
| **Buyer:**  **CJSC “Kumtor Gold Company”**  TIN: 01602199310079  Address: 24 Ibraimov Ave., Bishkek, Kyrgyz Republic  Banking Details:  Beneficiary Bank: OJSC “Aiyl Bank”  Beneficiary Account No.: 1350100020023658  SWIFT: AIYLKG22  Intermediary Bank:  The Bank of New York Mellon, New York, USA  SWIFT: IRVTUS3N  Account No.: 8900372605  Correspondent Bank:  JSC Halyk Bank, Almaty, Kazakhstan  SWIFT: HSBKKZKX  Account No.: KZ116010011000161744  Phone: +996‑312‑900707  Fax: +996‑312‑591526 | **Supplier:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  TIN:  Address:  Banking Details:  Beneficiary:  Account No.:  Beneficiary Bank:  SWIFT/BIC:  Phone:  Fax: |

**Signatures of the Parties**

Buyer                 Supplier

Position                Position

Name (Full Name)            Name (Full Name)

приложение №1

к договору поставки № \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ от \_\_\_\_ \_\_\_\_\_\_ 2026

**Спецификация к Договору поставки № \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ от \_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ 2026 г.,**

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| **Покупатель: ЗАО «Кумтор Голд Компани»** |
| **Поставщик:** |

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| 1.Поставщик согласен осуществить поставку и доставку Товара Покупателю в соответствии с настоящей Спецификацией. |
| 2.Настоящая Спецификация является неотъемлемой частью Договора поставки № \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ от «\_\_\_\_» \_\_\_\_\_\_\_\_\_\_\_\_ 2026 года. |
| 3.Номер Спецификации указывается на всех счетах-фактурах и документах, касающихся поставки Товаров. |
| 4.Сканированная (электронная) копия настоящей Спецификации считается действительной до момента получения ее оригинала. |

**Детали поставки**

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| № п/п | Наименование | | Ед. изм. | Кол-во | Стоимость за ед., с НДС 0 % | Сумма с НДС 0% | Дата поставки |
| 1 | Флюс лабораторный обезолоченный для пробирного анализа низких концентрации золота  Au не более 0.2 ppb  Оксид Свинца PbO – 67%  Карбонат Натрия Na2CO3 – 25%  Борат Натрия Na2B4O7 – 8%  В металлических ведрах по 25 кг. | | кг | 21 500 |  |  |  |
|  | **Итоговая стоимость:** |  |  |  |  |  |  |
| **Валюта** | |  | | | | | | | |
| **Место доставки Товара:** | | DAP, БПБ г.Балыкчы,Кыргызстан. | | | | | | | |
| **Условия оплаты** | | Согласно Договора | | | | | | | |
| **Другие условия** | | Срок действия настоящей Спецификации к Договору действует до полного исполнения обязательств Сторон по настоящей Спецификации. | | | | | | | |
| **Покупатель** | | **Поставщик** | | | | | | | |
| ФИО: | | ФИО: | |  | | | | |
| Должность: | | Должность | |  | | | | |
| Подпись: | | Подпись: | | | | | | | |