



GENERAL TERMS AND CONDITIONS
(«GTC»)
FOR THE SALE OF PRODUCTS OF MHP FOOD UK
LIMITED

Version – February 1, 2023

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PREAMBLE

- (i) These GTC are the General Terms and Conditions that are applied to all Agreements, entered into by MHP and all other parties, pursuant to which MHP sales Products, unless the Parties agree otherwise in writing.
- (ii) Unless the Parties agree otherwise in writing, these GTC shall also apply to further or additional Agreements between MHP and the Buyer even if such further or additional Agreements do not explicitly state that the GTC shall apply to such Agreements.
- (iii) These GTC are an integral part of each Agreement, provided that such Agreement directly refers hereto.
- (iv) These GTC become effective and govern the relationships between the Parties to the Agreement since the date of such Agreement and remain valid for the entire term of the Agreement.

1. DEFINITIONS

1.1. Whenever capitalized in these GTC as well as in all Agreements referring to the GTC, the below terms shall have the following meaning:

"General Terms and Conditions" or "GTC" refers to these General Terms and Conditions, as well as all Annexes, and any variations or amendments to the foregoing, all of which are incorporated into and made an integral part of the General Terms and Conditions, published on MHP Website. The Terms are always an integral part of the Agreement (as defined below).

"Agreement" means:

- any agreement or contract signed by the parties, an additional agreement to it or other annexes to it;
- Sales Confirmation or a Proforma invoice, and a Tax invoice (as these terms are defined below), issued in accordance with these Terms for the performance of an agreement or contract signed by the parties, and without a separate contract or agreement signed by the parties; pursuant to which the relationships arise between the Parties regarding the delivery of Products (as this term is defined below) and other related relationships, as well as all Annexes, and any variations or amendments to the foregoing, all of which are incorporated into and made an integral part of the Agreement.

"Original of agreement/document" means the agreement and any document signed in handwritten on paper or an electronic document signed in an acceptable way:

- signed with an electronic digital signature in accordance with the legislation of the Product's country of origin (for documents accompanying the Product at customs clearance in the Product's country of origin);
- signed with the electronic signatures created using the services DocuSign, DocHub, HelloSign, SignNow, Adobe, SAP Signature Management by DocuSign or other (for contracts or agreement, annexes to them and any documents, except for documents accompanying the Product at customs clearance of Product in the Product's country of origin).

The originals of the documents may be drawn up in one or more analogues, each of which is the original, and they all together constitute the same document. Delivery of the relevant document by sending in accordance with subclause 1) of the clause 7.2. of this GTC for documents signed by hand and by attachment to the notice in accordance with subclause 2) and / or subclause 3) of the clause 7.2. of this GTC for electronic documents is an acceptable method of delivery for the Parties. Buyer agrees to receive electronic documents through an electronic system created and maintained by Seller or a third party designated by Seller.

The Buyer has the right to demand the sending of the original documents, signed personally on paper before the signing of the Agreement, including registration of the confirmation of sale or confirmation of the Proforma invoice of the Seller according to clause 2.2. of this GTC. In the absence of such a requirement from the Buyer until the above moment, all risks for documents signed in a format other than a handwritten signature on paper, the Buyer assumes.

"Copy of the agreement/document" means scanned or photocopies of any documents related to the Agreement (including the Agreement itself and its annexes) and originally signed in handwritten on paper. Copies of documents have the force of originals until the originals of such documents are received in accordance with subclause 1) of clause 7.2. of this GTC. Delivery of the corresponding copy of the document by attachment to the message according to subclause 2) and / or subclause 3) of the clause 7.2. of this GTC for electronic documents is an acceptable method of delivery for the parties.

"Proforma invoice" - means a document for prepayment of the Product in the form approved by the Seller. Serves exclusively for the advance payment for the ordered Product in the event that at the time of payment the Buyer has not given final confirmation of all material conditions for the purchase of Product for the registration of a Tax invoice. Its terms fix the price of the Product and the terms of its payment, and other terms of delivery of the Product, including regarding the range, quantity and terms of delivery of the Product are preliminary and finally agreed by the Parties when sending a Tax invoice.

"Tax invoice" - means a document for the final payment of the Product in the form approved by the Seller. Its terms fix the price of the Product and the terms of its payment, and other terms of delivery of the Product, including regarding the range, quantity and terms of delivery of the Product. Provided that there is a "Sales confirmation" and registration of the invoice for its implementation, the invoice data must not contradict the data of the "Sales confirmation". Final settlements for the Product are made according to the actual data in the Tax invoice of the Seller.

"Sales confirmation" means a written confirmation and agreement of the parties with the terms of delivery (sale) specified therein, including may regulate additional conditions for making payments in the forms specified in subclauses. 4)-7) of clause 3.2. of this GTC. Signed by both parties in the Seller approved form.

"Seller Approved Form" means a form published on the MHP website.

"MHP" or "Seller" means MHP Food UK Limited, having its registered office at 3 Mill Race, Lemsford Mill, Welwyn Garden City, Herts, AL8 7TW United Kingdom, applying or referring to these GTC and signs the Sales confirmation or enters into an Agreement with the Seller for Products.

"MHP Group" shall mean all MHP's Beneficiaries, Subsidiaries, both individually and jointly.

"Beneficiary Company" or "Beneficiary" means any company or partnership which owns MHP or controls from time to time either or both directly or indirectly the voting rights attached to not less than 50% of the issued ordinary share capital, or controls directly or indirectly the appointment of a majority of the board.

"Subsidiary Company" or "Subsidiary" means any company or partnership in which MHP owns or controls from time to time either or both directly or indirectly the voting rights attached to not less than 50% of the issued ordinary share capital, or controls directly or indirectly the appointment of a majority of the board.

"Party" means MHP or other party to the GTC and the Agreement, while **"Parties"** means both MHP and other party(-ies) to the GTC and the Agreement jointly.

"**Buyer**" means a legal entity or an individual, which signs the Sales confirmation or confirms the Proforma invoice of the Seller according to clause 2.2. of this GTC or enters into an Agreement with the Seller for Products.

"**Products**" or "**Product**" means meat, a variety of meat Products, processed meat, animal products, agricultural products and other Products.

"**The Producer**" means a legal entity, which is indicated by the Buyer in the shipping documents for the Product.

"**Product's country of origin**" means Ukraine.

"**Product Specification**" means a document drawn up and approved by the Seller for each type of the product specifying quality requirements to each particular type of the Product, inter alia legislative requirement for the Product safety as well as allowed and not allowed Product defects.

"**MHP Website**" means link <https://mhpfood.uk/>.

"**E-mail (email address) of the Seller**" means specified in the complaint form on the MHP Website.

"**The e-mail address and the phone number are designated by the Party for the receipt of notices**" shall be specified in the Agreement (including Sales Confirmation or a Proforma invoice, and in the Tax invoice) or those from which sales agreements have been made.

1.2. All other terms shall have the meaning as ascribed thereto in the Agreements. All definitions of time and calendar or working days according to the text of the GTC are specified as valid on the territory of the Product's country of origin.

2. THE SUBJECT OF THE AGREEMENT

2.1. The Seller shall sell and deliver and the Buyer shall accept and pay for the Product in accordance with the GTC and the Agreement.

2.2. The absence of comments or decline from the Buyer within 24 hours from the receipt of the Proforma invoice or payment, or signing a Sales confirmation, depending on which event occurs earlier is the unconditional agreement of the Buyer with its content and application of these GTC for the sale of the Product.

2.3. The range, quantity, term of delivery and price of the Product shall be specified in the Agreement (including Sales Confirmation or a Proforma invoice, and in the Tax invoice) or its Annexes in accordance with this GTC.

3. THE PRODUCT PRICE AND THE VALUE OF THE AGREEMENT. THE TERMS OF PAYMENT

3.1. The Buyer shall pay to the Seller the price for the Product according to the price specified in the Agreement and fixed in the currency indicated in the Agreement. The price for the Product shall include the costs of packing, labeling, freezing, loading, customs expenses and transportation costs according to Incoterms delivery basis specified in the Agreement. Whenever the GTC refers to Incoterms, it shall mean the edition of Incoterms specified in the Agreement. If the Agreement does not specify Incoterms edition, Incoterms 2020 shall apply.

3.2. The payment for the Product shall be made by one of the following payment methods specified in the Agreement:

- 1) full prepayment;
- 2) prepayment in part;
- 3) deferred payment;
- 4) payment on cash against documents (CAD);
- 5) payment secured with a bank guarantee;
- 6) payment by a letter of credit;
- 7) payment secured with a stand-by letter of credit.

Mixed payment terms are allowed.

The Buyer shall not be entitled to, on any basis whatsoever, any deduction, discount or set-off or otherwise to withhold payment or to suspend any other obligations.

The above payment methods are described in detail in the Annex to the GTC.

3.3. When making payment the Buyer must specify the payment reference, Agreement number or Sales confirmation number or Proforma invoice number or Tax invoice number and other information upon the request of the Seller and the relevant bank, which information is necessary for accurate crediting of funds to the Seller's bank account. Other terms may be agreed between the parties in the Agreement, including Sales Confirmation.

3.4. The Parties have agreed that in the event of the Buyer's breach of any obligation under the GTC and/or the Agreement or applicable law, the prepayment made by the Buyer, if any, shall not be refundable and shall remain at the Seller's disposal for damages caused to the Seller due to the breach of the GTC and/or the Agreement by the Buyer.

3.5. If the amount of damages caused to the Seller due to the breach of the GTC and/or the Agreement by the Buyer exceeds the amount prepaid, if any, the Buyer shall compensate the Seller the outstanding amount of damages in full within 5 (five) calendar days upon the Seller's demand.

3.6. If the amount of damages incurred by the Seller due to the breach of the GTC and/or Agreement by the Buyer is less than the amount prepaid, the Seller shall compensate to the Buyer the difference within 30 (thirty) calendar days from the date of the respective calculation of the amount of damages. The return of excess funds, as stipulated by this clause, shall be effected with the deduction of all bank charges paid by the Seller for the acceptance and return of funds.

3.7. If the payment for the Product is made by one of the following payment methods: full prepayment, prepayment in part, deferred payment, the payment for the Product may be effected by a third party instead of the Buyer subject to a prior written notice to the Seller of such change of the payer, given not less than 2 (two) working day prior to the scheduled date of payment. The Buyer shall ensure that such third party shall comply with the provisions of section 8 of the GTC. A notice of the change of payer shall be submitted by the Buyer in writing approved by the Seller in English or translated into English with the obligatory indication of the bank details of the third party payer.

3.8. The date of payment under the Agreement shall be the date of crediting of monetary funds to the Seller's bank account. Bank fees for the transfer of funds in the Buyer's country (including the issuance of a bank guarantee, the performance by banks of operations of CAD, letter of credit) are paid by the Buyer; Bank fees outside the Buyer's country are paid by the Seller, including commissions of correspondent banks involved in the transfer of funds by the Parties.

3.9. By agreement of the parties, the Buyer may secure payment for the Product ordered by the Buyer by the security payment, guarantee payment, deposit payment or other payment with the similar purpose.

The amount of such payment:

- shall be used for securing the payment under the agreed Proforma invoices and/or Tax invoices;
- shall be accounted for the payment by the Buyer of the ordered Product in case the payments are delayed by the Buyer for more than 5 (five)

calendar days;

- in the event of Buyer's cancellation of the order, refusal to accept the Product, or other breach of the terms of the Agreement, shall not be returned to the Buyer and shall remain at the disposal of the Seller as compensation for damages caused to the Seller; and
- upon the Buyer's written request, shall be returned by the Seller to the Buyer in case the Parties agree to terminate the future delivery of the Product and the Buyer has paid all due amounts to the Seller.

4.DELIVERY TERMS AND CONDITIONS

4.1. Delivery of the Product shall be made on terms and according to Incoterms delivery basis specified in the Agreement, subject to the following:

4.1.1. For deliveries within the country of registration of the Seller on the basis of DDP or DAP, the transfer of risks, ownership and control takes place on the date of signing by the representative of the Buyer's carrier, consignment note (or its equivalent according to the selected mode of transport) to the Product under the terms of the Agreement. If the delivery within the country of registration of the Seller is made on the basis of EXW, the transfer of risks, ownership and control occurs on the date of signing by the carrier's representative of the Buyer, the consignment note (or its equivalent according to the chosen type of transport) to the Product in accordance with the Agreement.

4.2. Delivery schedule of the Product, the schedule and place for providing vehicles for loading ("**Delivery Terms**") are agreed by the Parties by e-mail. If the Agreement provides several deliveries, the Delivery Terms may be agreed by Parties for the next few months by e-mail, but no later than till the end of the month immediately preceding the delivery month.

4.3. The total quantity of the Product to be delivered within one month shall be shipped in full by the Seller to the Buyer from the Seller's warehouse during the period from the first to the last day of the relevant month. The Seller may deliver the Product by separate consignments. The number of consignments per month and the volume of the Product delivered in each consignment shall remain at the discretion of the Seller.

4.4. In case the Seller cannot make the shipment within the specified time / quantity and/or provide the Buyer with draft documents as specified in section 5 of the GTC, the Seller shall send a written notice with the reasons at the e-mail address of the Buyer specified in the Agreement or provided by the Party in the manner provided in clause 7.2. of the GTC, not later than 3 (three) working days, after which the Parties agree on a new delivery schedule. If the Seller has duly sent such notice, the Seller's inability to make the shipment according to the terms of the Agreement and/or provide the Buyer with draft documents as specified in section 5 of the GTC shall not be considered as the breach of the GTC and the Agreement and shall not invoke liability of the Seller under clause 11.2 of the GTC and the Agreement.

4.5. By signing an Agreement and / or Sales confirmation and / or confirmation of the Prepayment or making payment, depending on which event occurs earlier, the Buyer have read and agreed with detailed characteristics of the Product and temperature regimes during storage and transportation of the Product.

4.6. The Seller shall load the Product by its own efforts and means. The Product shall be delivered by road freight transport and/or in refrigerated containers. The loading procedure, the quantity and range of the Product loaded in each vehicle and/or refrigerated container shall remain at the discretion of the Seller, unless the Parties agree otherwise. The places of loading/unloading of the Product, are determined depending according to on the chosen delivery basis, which is specified shall be specified in the Agreement.

4.7. The Buyer should nominate a Consignee under the Agreement by giving a prior written notice to the Seller, not less than 7 (seven) calendar days before the scheduled delivery date. The name and details of such a third party consignee shall be indicated in the Agreement and/or Sales confirmation and/or Prepayment invoice and/or annex to the Agreement and in the shipping documents for the Product. The third party consignee shall comply with the sanctions requirements provided in section 8 of these GTC and the Buyer shall provide for and guarantee the compliance of such third party consignee with these requirements. Any third party consignee and the Buyer shall bear full joint and several financial and other liability for the receipt and acceptance of the Product.

4.8. The representative of the Buyer is entitled to check the quantity and physical appearance of the Product before its loading into a vehicle or a container. For this purpose, the Buyer shall notify the Seller by e-mail of the intention to send its representative no later than 3 (three) calendar days prior to the start of loading, and outside the producer's factory 14 (fourteen) calendar days before the start of loading on the manufacturer's factory). After the receipt of such notification, the Seller shall inform the Buyer by e-mail of the necessary actions on the part of the Buyer (information required for obtaining entry permits/permissions, etc.) to enable its presence during the loading. The Buyer's representative together with the Seller's representative is entitled to carry out only a visual inspection of the Product and to check the integrity of the packaging/box without unpacking the Product.

4.9. In case of claims to the quantity, quality and safety of the Product and / or additional costs, the Buyer must send a completed and signed complaint (in the form posted on the MHP website) to the e-mail address of the Seller and comply with the provisions of clause 4.11. of the GTC. By its actions and within its powers, the buyer assists in the preservation and sale of Products in the country of destination and reduces the additional costs that may arise. In turn, the Seller assists and assists, within its powers, in resolving disputes for the preservation and sale of Products in the country of destination.

By agreement of the Parties, the following terms of liability of the Seller for defects in quality and / or safety of the Product caused by the Seller and / or the Producer, within 14 calendar days from the date of removal by the Buyer of vehicles with the Product from the Seller, and if the defects in quality and / or safety of the Product can be identified not immediately after receipt of the Product by the Buyer, but in the process of use / processing within the expiration date of the Product.

By agreement of the parties, the following terms of Seller's liability, arising from his fault, for defects in the quantity of the Product, not later than 14 calendar days from the date:

- for bases DDP, DAP, EXW from the date of delivery of the Product to the Buyer. The date of delivery of the Product to the Buyer is determined by the date specified in the consignment note (or its equivalent according to the selected type of transport).

4.10. In case of receiving claims to the quantity, quality and/or safety of the Product from the Buyer, the Seller provides a response within 10 working days. The answer is considered provided if it is sent from the e-mail of the Seller to the e-mail address of the Buyer.

The deadline for providing a response begins from the date of submission by the Buyer, depending on which event occurs later, duly completed and signed complaint and sufficient information for an internal investigation in accordance with clause 4.11. of the GTC.

4.11. In case of claims to the quantity of the Product, the Buyer is obliged to:

4.11.1. If when unloading the vehicle or the container the Buyer (or the Consignee) found damage to the container, Product, thawed Product and / or Product with a spoiled odor, perform the following actions:

- load the Product into the container and seal it;

- on the day of detection to notify the Seller;
- to organize a joint inspection of the Product in the presence of the surveying company, a representative of the carrier, a representative of the veterinary service of the country of destination, other representatives (the composition of the representatives and the surveyor are determined by the Seller).

Payment for the surveyor's services is made by the Seller in case of establishing the facts of shortage of the Product, its damage or delivery of low-quality Product due to the fault of the Seller. In all other cases, the services of the surveyor are paid at the expense of the Buyer by payment within 3 (three) calendar days from the date of receipt of the invoice from the Seller to the account of the Buyer or the surveyor company (at the choice of the Seller).

4.11.2. For DDP, DAP, EXW provide CMR - transport consignment note (or its equivalent according to the selected type of transport) indicating the number of Products received in kilograms and / or boxes).

4.11.3. In case of claims for additional costs, the Buyer must provide calculations of additional costs and supporting documents (receipts, survey reports, etc.

4.12. If the Seller's response to the Buyer's complaint agrees to return the advance (if the payment was made before the confirmation of the return of the Product) and / or compensation to the Buyer for additional costs (hereinafter - payment), the Seller makes a payment to the Buyer or credits future payments to the Buyer (hereinafter - the method of payment) within 45 working days after the date of response, and subject to the Seller's agreement to return the Product within 45 working days after the completion of the re-import procedure. Payment terms start from the date of the Buyer's Seller providing the act of reconciliation of settlements and written confirmation from the Buyer to agree on the amount and method of payment with information on the Buyer's bank details for payment, if such method is agreed by the Buyer.

4.13. The report of the independent surveying company shall be sealed and signed and shall contain the following information:

The list of works during the inspection of one container, information on the results of which is indicated in the report, includes:

- Inspection of the container for cleanliness.
- Inspection of the container for integrity. In case of defects (loose loops, dents, etc.) photo fixing and notifying the Buyer of this fact.
- Check the operation of the temperature sensor.
- Talman recalculation of boxes loaded into the container and control of their stacking.
- In case of need for additional work (control of marking, temperature, date of manufacture, etc.), give instructions indicating the scope of work in the application. The photo report includes: photo of empty container, photo of container loading process (6 photos of different loading periods), photo of semi-loaded container, photo of fully loaded container with two doors open, photo of fully loaded container with one closed door with container number, photo fully loaded container with closed doors, photo № (numbers) of seals on the container; all photos must be clear and dated.
- Sealing of the container.
- Daily report on the progress of the inspection.
- Provision of certificates in accordance with the received instructions.
- Submission of the finished report in electronic form the day after the inspection.
- Recalculations of the quantity of cargo, including control weighing of cargo, in respect of which there is an obligation to control the Buyer.
- Check of observance of a temperature mode of cargo, by control measurement. Measurement is carried out from selective quantity of packings (quantity is coordinated in advance).
- Checking the quality of cargo (visually) and its compliance with existing shipping documents.
- Control over loading and unloading operations, accounting of cargo, vehicles, containers, etc.
- Control of loading of samples in the container, control of existence of a sticker "sample". Photo documentation of the presence of samples at loading.
- Drawing up of the Talman letter at the place of inspection: the Talman letter should contain the following: date of inspection; inspection start time, inspection end time, container number.
- State number of the car and trailer.
- Name of the object of inspection.
- Place of inspection.
- Description of the condition of the container and cargo.
- The amount of actually loaded cargo.
- Seal numbers.
- Signatures of the surveyor and the representative of the consignor.

Neither the Buyer's representative nor the representative of an independent surveying company has the right to interfere in the process of loading the Product.

4.14. The Buyer has the right to deny the Buyer any claim made in the presence of any of the following circumstances:

- 1) in violation of the terms specified in clause 4.9. of the GTC,
- 2) in violation of the procedure for sending claims under the GTC,
- 3) in the absence of fault of the Seller or the Product Producer (regarding the quality of the Product),
- 4) after processing of the Product by third parties (end customers of the Buyer).

4.15. Specific Product marking requirements binding for the Seller and not specified in the Agreement shall be agreed by the Parties additionally by e-mail at the Buyer's request, but no later than 1 (one) calendar week before the date of shipment.

4.16. DELIVERY AND ACCEPTANCE WITHIN THE COUNTRY OF REGISTRATION OF THE SELLER

14.16.1. Unless otherwise agreed by the Parties, the Product delivered within territory of the country of registration of the seller shall be delivered with transportation paid either on DDP or on DAP basis as specified in the Agreement. If the Buyer collects the Product from the Seller or from a location stated by the Seller, delivery is made on EXW basis.

14.16.2. The final quality and quantity of the Product is determined at the place of loading of the Product in the transport of the Buyer's or carrier's vehicle in accordance with the accompanying documents for the Product (packing list, transport consignment note). The Buyer shall have no right to make claims regarding the quantity and quality of the Product or otherwise dispute it except according to clause 4.9. of the GTC.

14.16.3. The Parties may additionally specify other conditions of acceptance of the Product in the Agreement.

4.17. By signing the Agreement the Buyer undertakes:

- 1) to deliver transport for loading in a timely manner (for delivery on EXW basis);
 - 2) to ensure customs clearance and acceptance of the Product within 10 calendar days after delivery of the Product to the place of unloading from vehicle (for delivery on DDP and DAP basis);
 - 3) to compensate according to clause 11.4 of the GTC all expenses of the Seller for delay and/or redirection of the Product consignment.
- 4.18. In case of the Buyer's breach of clause 4.17. of the GTC, the Seller has the right to act in accordance with clause 11.1 of the GTC.
- 4.19. The mere fact that the delivery time has been exceeded does not in any way entitle the Buyer to change, terminate or cancel the Agreement or part thereof.
- 4.20. When placing the order, no later than 20 (twenty) calendar days before the beginning of the next month for scheduled orders for the next month and no later than 10 calendar days for unscheduled orders in the current month, the Buyer must advise the Seller in writing of any special, legal, administrative or regulatory requirements applicable in the territory in which the Buyer, use or sell the Product, including regarding the Product content, quality and other characteristics, labelling the Product for distribution or sale, and the Buyer must advise the Seller immediately of any change of such requirements.
- 4.21. The Buyer shall be responsible for complying with any legislation or regulations (e.g. labelling, testing, marketing, etc.) governing the importation of the Product into the country of destination and for payment of any duties thereon. The Buyer shall adhere strictly to any and all applicable national or international government restrictions placed on export, import and application with respect to the Products to be delivered. The Buyer shall compensate the Seller with respect to any and all damage that arises for the Seller due to failure to adhere to these restrictions by the Buyer.
- 4.22. The Seller makes no representation and warranty as to merchantability or fitness for a particular purpose of the Products.
- 4.23. The Buyer shall store all Products in sanitary facilities and under clean and safe conditions to the satisfaction of the Seller.

4.24. PROCEDURE FOR DESTRUCTION / RETURN OF PRODUCT TO THE BUYER

In case of non-compliance of the Product according to these GTC and confirmation of the validity of the complaint by the Seller:

4.24.1. If the sale of the Product in the country of destination is prohibited due to non-compliance with the quality of the Product, the Buyer must notify the Seller and mutually agree on further action - return to the Product's country of origin, if it does not contradict state norms and requirements, destruction of the Product in the country of destination or reorientation of the Product.

4.24.2. In case of destruction of the Product in the country of destination or return of the Product to the country of production, due to non-conformity of quality or other characteristics of the Product, the Buyer has the right to request compensation for additional costs in MHP and must provide:

- substantiation of an error on the part of MHP, which could have caused the destruction / return of the Product;
- documents confirming the impossibility of avoiding the destruction of the Product in the country of destination and return (conclusions of the veterinary authorities of the country of destination, prohibition of sale in the country of destination and instructions from government agencies to destroy the Product in the country of destination or return to the Product's country of origin;
- documents confirming the fact of destruction of the Product in the country of destination (surveying reports with photos of the destruction process, acts of state bodies confirming the destruction) indicating the place and date of destruction, as well as the quantity of destroyed Product and their names;
- receipts confirming the additional costs of the Buyer.

4.24.3. If the Product are prohibited for sale in the country of destination and the return of such Product to the Product's country of origin does not contradict state norms and requirements, the Seller may confirm to the Buyer the return of the Product to the Product's country of origin.

4.24.4. If the return of the Product is confirmed by the Seller, the Buyer undertakes to return the Product to the Seller mutually agreed upon return (name, quantity, dates of manufacture, producers). The Buyer returns and the Seller accepts the products in the mode of re-import / import (at the choice of the Seller) on the same basis on which the delivery of such Product, unless another basis of delivery is specified by the Seller in the confirmation of the complaint. The Product are returned in the amount specified in the Seller's confirmation, at the expense of the Buyer with the subsequent reimbursement of the costs of returning the Buyer by the Seller. For the purpose of customs clearance in the Product's country of origin, the Buyer returns the Product to the Seller with the following documents:

1) The original of the official letter of refusal of the Product signed by the Buyer (according to the MHP template) with confirmation of the fact that the Products were stored in compliance with all the necessary veterinary and sanitary requirements and temperature regime.

If the primary consignments have been reloaded into other containers, the details of the transshipment shall be additionally indicated in the letter from the Buyer: from which container in which Products were transshipped and from which consignments, in what quantity, with what dates, etc. for full understanding of batch change details, their returned parts, and which were accepted by the Buyer.

- 2) Tax invoice, for each container indicating the quantity in terms of the name of the Product.
- 5) The act of reloading, issued by the competent authorities during the transshipment of the Product for return.
- 6) other documents specified in the confirmation of the complaint from the Seller.

4.24.5. All the above documents must be published in English or with a translation attached.

4.24.6. The buyer is fully responsible for the compliance of the declared data in the documents with the actual data. In case of discrepancies in the documents, all additional costs for the return of the Product are borne by the buyer.

4.24.7. The Product, the expiration date of which expires before or after the date of return of the Product to the country of the Manufacturer, are not subject to return, unless other conditions of return of the product are agreed between the Seller and the Buyer.

5. DOCUMENTS

5.1. The list, language and content of the shipping documents for the delivery of the Product are posted on the MHP website in the form approved by the Seller, namely the Tax invoice and the Packing List. The transport document according to which the Product will be exported to the territory of the Product's country of origin and the document confirming the quality and properties of the Product are drawn up in accordance with current international agreements between the Product's country of origin and the country of delivery, and in their absence in accordance with the laws of the Product's country of origin with a translation into English. Additional documents for the delivery of the Product, the forms of which are not available on the MHP website and are not agreed in accordance with applicable international agreements between the Product's country of origin and the country of delivery of the Product, are provided by the Seller at the written request of the Buyer. In case of absence before the first shipment of the Product or not later than one month before the next delivery, the Buyer's request with references to the regulations of the country of delivery / transit of the Product to change and/or supplement the volume/language/content of documents specified in the link, such documents are assumed by the Buyer with all risks regarding the conformity of documents for customs clearance of the Product in the country of delivery.

5.2. At the time of preparation of the original documents specified in the Agreement, the Seller has the right to provide the Buyer by e-mail with the draft documents before the date of first or scheduled loading of the Product.

5.3. The Buyer shall within a period not exceeding 24 (twenty four) hours from the moment of receipt of the draft documents from the Seller in accordance with clause 5.2 of the GTC, confirm the sufficiency of the list of provided documents, content of documents, accuracy of information indicated therein and correctness of their execution or present substantiated comments. The Seller shall amend the draft documents according to such substantiated comments and shall send the draft of the amended documents to the Buyer for further approval. In case of the Buyer's failure to perform the terms and conditions of this clause, including the failure to send the Buyer either the confirmation or the substantiated comments to the documents then the documents are considered to be confirmed by the Buyer.

5.4. The Seller shall not be liable for any mistakes or discrepancies in the documents after:

5.4.1. acceptance of the first Product consignment according to clause 5.1. of the GTC without comments for all subsequent consignment of the Product;

5.4.2. confirmation of the documents in a manner stipulated in clause 5.3. of the GTC.

5.5. The Seller sends the documents for the implementation of section 3 of the GTC. Documents that cannot be delivered to the Buyer at the time of delivery of the Product or sent by e-mail as electronic documents at the request of the Buyer with details for their delivery, according to section 3 of the GTC, the Seller sends in the form of paper documents with his own signature by courier mail, which is determined at the discretion of the Seller. The terms of delivery of documents are set by courier mail and the Seller is not liable to the Buyer in case the Buyer incurs additional costs in compliance with the courier mail, the deadlines set by it for delivery of documents. Delivery of documents is considered to be properly carried out at the time of their arrival according to the details of the Buyer. The Seller is not responsible for the period during which the Buyer will actually pick up the documents from the courier service.

The Seller has the right to keep the documents until the full payment for the Product for the terms of deferred payment or partial prepayment.

5.6. The documents specified in the Agreement may be legalized, provided that the Buyer notifies of such a need before shipment of the Product. The term of legalization of documents depends on the state body or institution that will carry out legalization at the request of the Buyer. The seller cannot influence the term of legalization and has the right to suspend delivery until the completion of legalization. In case of notification of the Buyer about the need for legalization after shipment of the Product, additional costs for possible downtime of the Product at the place of unloading of the vehicle at the expense of the Buyer or reimbursed to the Seller according to clause 4.16 of these GTC.

5.7. On its own initiative, the Seller may send the Buyer via e-mail the reconciliation act listing the results of conducted operations (e.g. quantity of delivered Products, financial data etc.). The Buyer shall not later than 3 (three) working days after the receipt of the reconciliation act submit the scanned copy of the reconciliation act signed on its behalf (if necessary, indicating its comments in case of discrepancies). Thereafter, the Parties shall exchange original copies of the signed documents on the terms stipulated in the Agreement. If the Buyer fails to provide a scanned copy of the reconciliation act under this clause 5.7, the reconciliation act shall be deemed accepted by the Buyer in full without comments and signed by the Buyer. Upon request of the Seller, the Parties shall conduct verification, in accordance with the procedures stipulated in this clause 5.7, on a monthly basis.

6. FORCE-MAJEURE AND PROHIBITIONS

6.1. Neither Party will be liable for delay or failure to fulfill its obligations under the Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to natural disasters, strikes (legal and illegal), warfare, conducting anti-terrorist operations (and any similar military actions), or other civil unrest, blockade, embargo, banning the export or import of the Product, quotas, change in legislation or international instruments, acceded to by the countries of the Parties, adopting by authorities of the countries of Parties of legislative and/or regulatory (legitimate or illegitimate) acts, which make it impossible to fulfill the obligations under the Agreement, and other actions of ecological, technogenic, military and social nature that do not depend on the will of the Parties ("**Force Majeure Event**")

6.2. In case of a Force Majeure Event, the Party to which it has occurred, shall notify the other Party in writing of the fact of its occurrence no later than the date of commencement of performance obligation under the Agreement, which such circumstances make impossible, and if the performance has already begun no later than within 2 working days the date of occurrence of such circumstances. The onset of a Force Majeure Event shall be confirmed by the Chamber of Commerce and Industry or another duly authorized body of the country in which a Force Majeure Event has occurred. Failure to comply with the terms of this clause shall deprive the Party of the right to invoke a Force Majeure Event for the exemption from liability for breach of the Agreement.

6.3. Subject to compliance by the Party, which invokes force majeure Event, clause 6.2. the occurrence of a Force Majeure Event shall automatically extend the period for performing the obligations under the Agreement for the period equal to the duration of such circumstances.

6.4. The Party affected by a Force Majeure Event shall use all reasonable endeavors to mitigate its effect in the best possible way.

Failure of mechanical equipment, computer hardware and/or telecommunications equipment, failure of software, gaining access to it or to the means of communication (including the email of the party's representative), power outages, changes in economic conditions, non-performance of obligations by a counterparty/customer of the Buyer and the lack of necessary funds of the Buyer, strike and other labor dispute of any Buyer's representatives (or its affiliates or their representatives) shall not be a Force Majeure Event for the Buyer within the meaning of this section 6.

6.5. If a Force Majeure Event continues to exist for more than 30 (thirty) calendar days, either Party shall have the right to terminate the Agreement by giving 5 (five) working days prior written notice to that effect to the other Party (without the other Party being entitled to damages or compensation). The Agreement shall be terminated on the date specified in such notice.

6.6. In case of termination of Agreement on the basis of clause 6.5, the Buyer shall make all payments for the delivered Product within 5 (five) working days from the date of termination of the Agreement.

6.7. "Circumstances of War" includes, but is not limited to, any existing or declared war, an act of war, civil war, revolution, insurrection, foreign invasion or aggression, hostilities, anti-terrorist operations (and any other similar actions) establishment of mines, terrorist acts or other public riots. In the event of circumstances of war for the Party that prevent and / or hinder the Party from fulfilling its obligations under the Agreement or any of its unfulfilled parts, the Party has the right to unilaterally terminate the Agreement or any of its unfulfilled parts, by sending a written notification thereof to the other Party.

7. NOTIFICATIONS

- 7.1. The procedure and methods of sending notices and other messages by the Parties are defined in the GTC and the Agreement.
- 7.2. All notices and other messages under the Agreement shall be made in writing and shall be sent promptly and in readable format. For the purposes of this section 7 the Parties agree to use any of the below methods of prompt communication:
- 1) a letter sent by mail, postage prepaid, return receipt requested to the address and attention of the officer designated by the Party for the receipt of notices;
 - 2) an e-mail message sent to the e-mail address designated by the Party for the receipt of notices;
 - 3) a message to the Party's officer sent to the phone number designated by the Party for the receipt of notices and made via SMS, WhatsApp, Viber, Telegram etc.
- 7.3. Documents that need to be produced in paper form shall be scanned and transmitted as attachments to an e-mail. Original documents shall be subsequently sent by mail, postage prepaid, return receipt requested, or by a courier service or handed in directly to the recipient. Copies of any document relating to the Agreement (including the Agreement), sent by e-mail, are effective as the original document until the original document is received.
- 7.4. All notices and other messages under the Agreement shall be deemed received immediately upon sending if communicated electronically; or, if sent by mail, immediately upon receipt or 10 (ten) calendar days after being sent, whichever is earlier.
- 7.5. If the receipt of any document, letter, notice or other message is disputed, the burden of proof of its delivery shall remain with the sender who, in case of a dispute, shall provide sufficient evidence that the document, letter, notice or other message was actually sent or handed in to the recipient.

8. SANCTIONS

- 8.1. The Parties (their managers, representatives, staff, ultimate beneficial owners (individuals), shareholders) undertake to comply with the Agreement and carry out activities in strict compliance with the principles of legality and transparency, avoiding any offences/ illegal actions in accordance with the highest standards of business ethics and compliance, intolerance fraud, bribery, corruption and money laundering, including their use to finance or support any activity that may violate the above guarantees. Additionally, the Parties guarantee on the date of the Agreement and at any time during the term of validity of the Agreement the absence:
- 8.1.1. The violations of laws related to money laundering and terrorist financing, or violations that qualify as fraud, tax evasion or other economic crimes. This condition does not apply to offenses or crimes less than 3 (three) years after the indictment or in case of an availability of amicable settlement, as well as if the Party confirms to the other Party that the allegations are unfounded and there is no verdict of the competent authority of the state.
- 8.1.2. The sanction, namely: trade, economic, financial or other sanctions, rules, embargoes or restrictive measures imposed (including after the date of signing the Agreement) by the body responsible for imposing sanctions. "Sanctions Authority" means the competent authority of the United States, the United Nations, the United Kingdom, the European Union, including its Member States, and Ukraine, the countries of registration of the Parties (including their founders and ultimate beneficial owners (individuals)); any departments of the above-mentioned bodies or governments empowered to impose sanctions in the countries mentioned above.
- 8.1.3. The residence of the Party (its founders/ ultimate beneficial owners (individuals)/shareholders with a share of more than 10%) in the prohibited territory.
- 8.1.4. Activities of the Party in the prohibited territory, which means that the Party has no representative offices and/or offices in the prohibited territory, as well as the absence of registered and/or located in the prohibited territory suppliers, buyers, subcontractors, carriers, producers, consignees other partners of the Party, which involved in the execution of the Agreement or in the route of payments on it.
- «The prohibited territory» means any country against which any Sanctions Rules are administered, enacted or enforced by any Sanctions Authority or notwithstanding existence of abovementioned Sanctions Rules restricted territories include the Russian Federation, the Republic of Belarus, Iran, Syria, Cuba, North Korea, Sudan, the Autonomous Republic of Crimea and the City of Sevastopol, the temporary occupied territories of Ukraine other countries or territories in which the sanctions, specified in clause 8.1.2, are extended above.
- 8.2. Either Party may by sending a prior written notice the other Party suspend its performance or unilaterally terminate the Agreement (without the other Party's right to damages and compensation) if it receives notice / information of breach of safeguards by the other Party under clause 8.1. and / or in case of non-fulfillment by the other Party of obligations under clause 8.3.
- In case of suspension or termination by the Seller of Agreement, as set forth above, the Seller may at its discretion demand the Buyer and the Buyer is obliged to provide payments for the Product delivered prior to the date when the Buyer receives prior written notice of suspension or termination of the Agreement.
- 8.3. In order to verify compliance with the above, the Parties have the right to request during the term of the Agreement, and the other party is obliged to provide on request and / or on its own initiative reliable documents and/or information (including receiving from official bodies) necessary for verification or establishment (understanding)/clarification, incl. in order to provide the servicing bank at its request not exclusively, the following:
- identification and verification of the Party (representative), verification of the signatory's authority by the other Party,
 - the ultimate beneficial owner (individual) or its absence, including obtaining ownership structure and / or data enabling the ultimate beneficial owner (individual) to be identified,
 - the purpose and nature of the business relationship or the conduct of a financial transaction carried out in the course of such a relationship, regarding the compliance of information on the purpose of the Parties,
 - the fact that the ultimate beneficial owner (individual) of the Party, belongs to national, foreign public figures and figures performing political functions in international organizations, members of their families or persons related to politically significant persons, as well as the identification of authorized persons of the Parties, on behalf of or on behalf of or in whose interests it acts.

9. COMBATING CORRUPTION AND BRIBERY

- 9.1. The Parties shall adhere to anti-corruption legislation, applicable to each of the Parties. None of the Parties shall give or agree to give any person or accept or agree to accept from any person on behalf of the other Party any gift, payment, remuneration, financial, non-financial advantages or benefits of any kind or any right, which is an illegal or corrupt practice under the applicable legislation.
- 9.2. MHP and all MHP business partners operate to be fully compliant with the principles of legality and transparency, under the highest standards

of business ethics and intolerance of fraud, bribery, and corruption and avoiding wrongdoings.

9.3. Each Party undertakes and warrants to the other Party that the Party, its affiliates, employees, or representative do not receive, pay or offer any funds (or other values and benefits) to influence actions or decisions to obtain unlawful advantages or achieve other illegal purposes.

Each Party undertakes and warrants not to take any other actions violating the requirements of national anti-corruption and anti-bribery legislation and international standards on combating money laundering.

The Parties undertake not to use received funds and/or property to finance or support any activity that may violate applicable law, including anti-corruption requirements.

Each Party including its employees undertakes not to offer, not to give, not to promise or agree to provide to the representatives of the other Party or their relatives, directly or indirectly, any unlawful funds or other property, privileges, services, intangible assets, or other benefits, in order to obtain, provide or encourage the receipt/provision of unlawful or unreasonable benefits in their favor.

Upon the first request, each Party undertakes to provide the other Party with written information on all types of business hospitality provided above the other Party's approved business hospitality limit (i.e., gifts, events, and other types within the generally accepted understanding of business hospitality

Each Party undertakes to ensure that there is no actual or potential conflict of interest while signing and executing an agreement. If the Party becomes aware of any existing or potential conflict of interest, it shall notify the other party immediately.

If any Party, including its employees, breaches the above obligation, the other Party might terminate an agreement immediately and unilaterally, and to claim damages caused. MHP immediately blocks a business partner and stops any potential with him in case of such violations.

9.4. MHP reserves the right to publicly comment violations of this this section 9 of the GTC and/or corruption attempts.

MHP expect business partners to immediately connect MHP in case of violations (including suspicious abuse). We might consider releasing a business partnership if a business partner is open to cooperate with MHP fighting against business integrity violations.

10. CONFIDENTIALITY

10.1. The terms and conditions of the Agreement and any other information transferred by one Party to the other Party in fulfilling the terms and conditions of the Agreement shall be confidential ("**Confidential Information**") and may not be disclosed by any Party without a prior written consent of the other Party.

10.2. Any Party may disclose Confidential Information without consent of the other Party in the following cases:

- 1) to state bodies, authorized to request such information in accordance with the legislation that applies to such Party, with a written notice to the other Party in virtue of the properly executed request by the public authority to provide specified information;
- 2) to judicial authorities and their authorized representatives for the purpose of protection and implementation of the rights under an Agreement;
- 3) to servicing bank (banks) with the aim of fulfilling obligations under an Agreement.

10.3. Except for the cases specified in clause 10.2 the Seller is entitled to disclose Confidential Information without consent of the Buyer to the following persons:

- the companies within MHP Group; and
- contractors, including consultants, advisers and auditors.

10.4. Except to the extent required under applicable law or necessary for the performance of remaining obligations under the Agreement, all Confidential Information shall be returned to the Seller or, if requested, destroyed on termination or expiry of the Agreement.

11. LIABILITY OF THE PARTIES

11.1. Without prejudice to any other rights of the Seller under the law, any Agreement, these GTC or otherwise, if the Seller breaches the Agreement, it shall be liable to and shall reimburse the Buyer for (i) any penalties provided for in the GTC and the Agreement and (ii) any actually incurred direct (excluding indirect or consequential damages such as lost profits, missed savings, missed opportunities and lost or damaged data) and properly documented damages, caused by such breach. Without prejudice to any other rights of the Seller under the law, any Agreement, these GTC or otherwise, if the Buyer breaches the Agreement, it shall also be liable to and shall reimburse the Seller for (i) any penalties provided for in the GTC and the Agreement and (ii) any direct and indirect damages caused by such breach, including but not limited to the Seller's lost profits.

11.2. If following the timely payment by the Buyer, the Seller violates the agreed schedule of delivery of the Product, the Seller shall pay the penalty in the amount of 0.1% of the total value of the delayed Product for each day of delay starting from the last day of the month in which the loading was due till the actual date of loading of the Product, except as provided in clause 4.4 of the GTC.

11.3. If the Buyer fails to make payment in full in accordance with the terms of the Agreement, the Buyer shall pay penalty interest in the amount [0.1% of the delayed payment] for each day of delay starting from the day on which payment was due till the actual date of payment, without prejudice to any other rights of Seller under the law, any Agreement, these GTC or otherwise (including but not limited to the right to claims specific performance and compensation of any damage that exceeds the amount of those liquidated damages).

11.4. If the Seller does not receive the payment within the specified period and/or in full, the Seller may suspend performance of the Agreement, including delay the Product consignment or redirect it to another Buyer. In this case, the Buyer shall (i) compensate for all losses incurred by the Seller due to the delay and/or redirection of the Product consignment, namely: delivery from the Product shipment warehouse to the place of its temporary storing/redirection of the Product, penalties imposed on the Seller by logistics and transport companies and other costs according to Incoterms and (ii) pay the liquidated damages in the amount of 20% of the unpaid price of the Product, without prejudice to any other rights of Seller under the law, any Agreement, these GTC or otherwise (including but not limited to the right to claims specific performance and compensation of any damage that exceeds the amount of those liquidated damages). Should the Seller apply this clause 11.4 of the GTC, the Seller shall send the Buyer an e-mail with the calculation of the amount of losses and liquidated damages, and the Buyer shall pay the calculated amount by transferring funds to the bank account of the Seller within 7 (seven) calendar days of the receipt of the Seller's e-mail. If the losses and liquidated damages can be offset at the expense of payment, security payment, guarantee payment, deposit payment and/or other payment with a similar purpose received from the Buyer, the Seller may set-off such payment in accordance with clause 11.8 of the GTC.

11.5. The Buyer shall not reject the acceptance of the Product, if such Product meets the terms and conditions of the Agreement. Unless the Buyer validly rejects the acceptance of the Products in line with these GTC and the Agreement and based on the reports of the independent survey companies in accordance with the terms of the Agreement (in particular section 4 of the GTC above), if the Buyer does not reject the acceptance of the Product, it shall (still) be obligated to pay the price of such Product consignment according to the terms and conditions of the Agreement,

and the Product shall be considered accepted by the Buyer in full.

11.6. If the Buyer delays payment for the Product, the Seller may suspend delivery under the Agreement and/or suspend shipment of the next consignment of the Product until receipt of the payment in full, as well as compensation of all damages and other payments in accordance with the Agreement.

11.7. If the Buyer delays payment more than twice during the term of the Agreement, the Seller may unilaterally change payment terms of the Agreement by giving a written notice to the Buyer with the immediate effect and ship the next Product consignment only after the receipt of the full prepayment.

11.8. If the Seller have any monetary claims against the Buyer under the Agreement, the Seller may satisfy these claims at the expense of the Product payment, secure payment, guarantee payment, deposit payment and/or other payment with a similar purpose made by the Buyer to the Seller.

11.9. If the Buyer delays payment, the Seller may extend the period of delivery of the Product by the period of such delay or suspend delivery until the Seller receives full repayment of debt by the Buyer. If the Buyer delays payment by more than 20 (twenty) calendar days, the Seller may terminate unilaterally the Agreement by giving a written notice to the Buyer with the immediate effect (without the Buyer being entitled to damages or compensation).

11.10. Without prejudice to each Parties' right to otherwise claim damages under the Agreement, the liquidated damages contemplated in clauses 11.4 shall be capped at 50% of the price of the non-delivered Product, and/or 50% of the unpaid invoice (or part thereof) respectively.

11.11. For the avoidance of doubt, unless otherwise agreed or explicitly otherwise provided for in any Agreement or these GTC, the Seller shall not be liable to the Buyer for any indirect or consequential damages, on any basis whatsoever, including but not limited to lost profits, missed savings, missed opportunities, penalties forfeited or fines imposed, and lost or damaged data and any damage in relation to claims or actions of any third parties with respect to the Product, such as claims or actions from customers of the Buyer or any end-customers, consumers or consumer associations.

11.12. Without prejudice to any other rights of the Seller under the law, any Agreement, these GTC or otherwise, the Buyer shall save, hold harmless of Product and indemnify the Seller from and against any third party claims arising from or in relation to any Product, Agreement, these GTC or otherwise.

11.13. Nothing in any Agreement or in these GTC is intended to exclude or limit any liability resulting from gross negligence or willful misconduct of the Parties executive management.

12. APPLICABLE LAW AND ARBITRATION

12.1. The Agreement and any ensuing Parties agreements shall be governed by and construed in accordance with the laws of the England and Wales with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

12.2. All disputes, controversies or claims arising out of or in connection with the Agreement and any ensuing Parties agreements, including disputes relating to its formation, validity, interpretation, execution, breach, termination or nullity shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by one arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Vienna, the Republic of Austria. The language of the arbitration proceedings shall be English.

13. TERM AND TERMINATION OF THE AGREEMENT

13.1. The Agreement shall remain in force and effect during the term agreed by the Parties or until the Parties fully perform their obligations under the Agreement or until terminated pursuant to this section 13.

13.2. The Agreement may be terminated by either Party in case of a Force Majeure Event in accordance with section 6 of the GTC, by sending a written notice to the other Party at least 5 (five) working days before the scheduled date of termination of the Agreement, without the other Party being entitled to claim any damages or compensation. The termination becomes effective and the Agreement shall be considered terminated on the date specified in the notice.

13.3. The Seller may terminate the Agreement unilaterally by sending a written notice to the Buyer not less than 10 (ten) working days before the scheduled date of termination of the Agreement, without the Buyer being entitled to claim any damages or compensation, in case the Buyer fails to perform or otherwise breaches the Agreement or in case a petition on initiation of bankruptcy or financial recovery procedure of the Buyer is filed with a competent court or the Buyer becomes insolvent, in case of the initiation of dissolution or reorganization of the Buyer or if any similar events occur under any equivalent or similar legislation or if performance under the Agreement becomes illegal for the Seller. The termination becomes effective and the Agreement shall be considered terminated on the date specified in the notice.

13.4. The Seller may terminate the Agreement unilaterally at any time without cause by sending a written notice to the Buyer not less than 30 (thirty) working days before the scheduled date of termination of the Agreement, without the Buyer being entitled to claim any damages or compensation. The termination becomes effective and the Agreement shall be considered terminated on the date of termination, specified in the notice of termination.

13.5. If either Party gives notice of termination of the Agreement according to this section 13:

(i) all unpaid Tax invoices issued by the Seller shall (a) be paid by the Buyer within 5 (five) working days from the date of termination of the Agreement under clause 13.2; or (b) become due immediately after the receipt of the notice of termination by the Buyer if the Agreement is terminated under clause 13.3; or (c) shall be paid by the Buyer before the date indicated in the notice of termination, if the Agreement is terminated under clause 13.4; and

(ii) the Seller may refuse all or part of the Buyer's orders received by the Seller after the date of notice of termination and/or, at the Seller's discretion, require the Buyer to pay on the basis of prepayment.

13.6. Upon the expiration or termination of Agreement for any reason: (a) each Party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and

(b) the Buyer will promptly notify the Seller of all Seller's Confidential Information in the Buyer's possession and, at the expense of the Buyer and in accordance with the Seller's instructions, will promptly return, transfer to the Seller or destroy (at the Seller's option) and keep confidential all such Seller's Confidential Information.

13.7. For the avoidance of doubt, the Seller shall not accept any liability whatsoever for any damage and/or loss incurred by the Buyer in relation

to the termination of the Agreement, regardless of the reason for such termination or expiration. In particular, the Buyer shall have no claim against the Seller for the payment of any damages, compensation or liabilities of any kind, whether relating to present or prospective loss of profits, loss of goodwill or any similar loss or for expenditures, investments or commitments or otherwise.

14. SURVIVAL

14.1. All clauses that would be reasonably expected to survive termination of the Agreement, survive, including but not limited to section s 10 (Confidentiality) and 11 (Liability of the Parties).

15. ASSIGNMENT

15.1. The Buyer may not assign the Agreement, or any of its rights or transfer any of its obligations under the Agreement to a third party without the Seller's prior written approval. The Seller may assign its rights and transfer its obligations under the Agreement in part or in full to another company of the MHP Group without the Buyer's prior written approval. Otherwise, neither Party shall assign its rights or transfer its obligations under the Agreement (including by operation of law) or otherwise delegate its rights and/or obligations in whole or in part or subcontract any duty or obligation under the Agreement to any third party without the prior written approval of the other Party.

16. ENTIRE AGREEMENT

16.1 The Agreement supersedes all previous agreements and representations between the Parties with respect to its subject matter. The Seller and the Buyer agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into the Agreement.

17. VARIATIONS AND AMENDMENTS

17.1. The Seller may unilaterally amend the GTC by publishing the amended edition of the GTC on MHP Website and/or by giving a notice to that effect to the Buyer.

17.2. Any amendment to the GTC shall come into effect (i) for all existing Agreements immediately upon notification of such amendments by the Seller to the Buyer; (ii) for all Agreements referring to such amended GTC from the date of such Agreement.

17.3. An Agreement may be amended by mutual agreement of the Parties, except where the unilateral amendment is expressly allowed by these GTC and/or the Agreement. Any amendments to the Agreement shall be made in writing and signed by duly authorized representatives of each Party. All and any amendments shall constitute an integral part of the Agreement.

18. SEVERABILITY

18.1. If any provision or a part of any provision of the GTC and/or the Agreement is or becomes illegal, invalid or unenforceable in any respect under any applicable law, the remaining parts of that provision and the remaining provisions of the GTC and/or the Agreement shall not in any way be affected or impaired thereby. The Parties agree to modify or to use all reasonable endeavors to substitute any illegal, invalid or unenforceable provision with a legal, valid or enforceable provision in order to achieve to the greatest extent possible the intended effect of the provision or part of the provision to be modified or replaced.

19. MISCELLANEOUS

19.1. The Parties shall notify each other about changes of their location, address, e-mail address or phone number designated by the Party for the receipt of notices or about changes of their bank details within 3 (three) calendar days of the change by sending a written notice as specified in section 7.

19.2. Each Party that has signed the Agreement, warrants that its signatory is fully and irrevocably authorized to sign the Agreement on behalf of such Party.

19.3. At the request of the Seller the Buyer shall provide within reasonable term (however not later than within 1 (one) month after the date of the receipt of the request) all documents confirming legal authority of the person signing the Agreement on behalf of such Party, and tax resident certificate, in the form stipulated by the legislation of the country of the Party requesting such a certificate. The Parties hereby confirm that signing of an Agreement does not require additional approvals/decisions of executive bodies. The Buyer confirms that the information provided by it during the Seller's preliminary due diligence is true and correct. The Buyer confirms that it is a tax resident of the country of its registration. The place of registration shall be determined in accordance with the information indicated in the Agreement and documents provided by the Buyer during the preliminary due diligence.

19.4. In case of any discrepancies between the terms and conditions of the Agreement and the GTC, the terms and conditions of the Agreement shall prevail.

19.5. For the avoidance of doubt, the Seller's rights and remedies under these GTC are not intended to be limited or exhaustive. They are without prejudice to any other rights or remedies of the Seller by virtue of law, any Agreement, these GTC or otherwise.

19.6. Arrangements with or promises by the Seller's representatives or officials shall not bind the Seller, unless these arrangements or promises are confirmed by the Seller in writing.

19.7. The legal relationship between the Parties is solely a Buyer-Seller relationship, and nothing in this contract is intended, considered or leads to the creation of an association, partnership, joint venture, principal-agent relationship, franchisee, authorized representative, or employer-employee relationship between the parties or any employees, contractors, agents and representatives of the Seller as defined in any law. Neither the Buyer nor his employees are authorized, and should not have the purpose, to impose obligations on the Seller or his affiliates.

ANNEX - PAYMENT METHODS

1. FULL PREPAYMENT

1.1. The Buyer shall make full and irrevocable prepayment for the Product by transferring funds to the Seller's bank account specified in the Agreement not later than 5 (five) calendar days of receipt of an Prepayment invoice, unless any other term is specified in the Prepayment invoice. The Seller shall carry out the shipment of the Product only after the receipt of the full prepayment, unless any other term is specified in the Agreement.

2. PREPAYMENT IN PART

2.1. The Buyer shall make a prepayment in the amount specified in the Prepayment invoice. Prepayment shall be made in accordance with clause 3.3. of the GTC.

2.2. The Buyer shall make the final payment for each Product consignment by transferring funds to the Seller's bank account specified in the Agreement in the amount specified in the Tax invoice, except for the payment made according to clause 2.1 of the Annex, within 2 (two) banking days after the Seller has sent the copies of the documents provided for in the Agreement. All shipping documents shall be delivered to the Buyer only after the full payment for each Product consignment is received by the Seller.

3. DEFERRED PAYMENT

3.1. If the Buyer is a resident of the country of registration of the Seller, the Parties may agree to defer payment. In other cases, these conditions may be applied only after the Seller has analyzed the financial condition of the Buyer in accordance with the documents provided by him at the request of the Seller and the period of cooperation with the Buyer.

3.2. If the Parties agree for deferred payment, the Buyer shall make payment by transferring funds to the Seller's bank account specified in the Agreement within 30 (thirty) calendar days of receipt of the Tax invoice or, if the Product is shipped after sending the Tax invoice, not later than 3 (three) calendar days after the acceptance of the Product by the Buyer or its carrier or within the term agreed in writing between the Seller and the Buyer.

4. PAYMENT ON CASH AGAINST DOCUMENTS (CAD)

4.1. If the Parties agree for payment on a cash against documents (collection) basis ("CAD"), the Seller shall entrust the handling of a collection to a remitting bank. The remitting bank, the presenting bank, their names, addresses, SWIFT codes and the list of documents against which the payment will be made shall be preliminarily agreed by the Parties and defined in the Agreement and / or its annexes or by e-mail, incl. Sales confirmation or Prepayment invoice.

4.2. Payment for the Product on a CAD basis shall be made against the Seller's presentation of the documents specified in the Agreement and a supporting letter from the Seller's bank to the Buyer's bank within 4 (four) banking days from the date of presentation of the documents and the letter to the Buyer's bank. The Seller shall deliver the documents by a courier service determined at its discretion to the bank address specified in the Agreement.

4.3. If the Buyer refuses to accept the Product and/or pay for the Product on a CAD basis, the Seller shall initiate revocation of the documents from the Buyer's bank through the Seller's bank.

4.4. If the Buyer fails to pay the price of the Product in accordance with clause 4.1. of the Annex and the Agreement, whether by its own fault or by fault of the bank, the Seller may, at its sole discretion:

(i) unilaterally change the payment terms under the Agreement to the payment terms specified in clause 0 of the GTC by giving a written notice to the Buyer with immediate effect; and/or

(iii) unilaterally terminate the Agreement by giving a written notice to the Buyer with immediate effect (without the Buyer being entitled to damages or compensation).

4.5. The CAD shall be governed by the Uniform Rules for Collections effective since 1 January 1996, published by the International Chamber of Commerce under No. 522 (URC 522).

5. PAYMENT SECURED WITH A BANK GUARANTEE

5.1. The Buyer shall pay the full price of the Product not later than 5 calendar days after the date of export customs clearance of the Product consignment as confirmed by the customs declaration issued in the country of dispatch.

5.2. The Buyer shall provide in favor of the Seller an irrevocable unconditional bank guarantee according to the terms specified in the Agreement. The bank guarantee issuing bank, its name, address, SWIFT code, the amount, terms and conditions shall be agreed by the Parties and defined in the Agreement and / or its annexes, including Sales confirmation, the wording of the bank guarantee shall be approved by the Seller via e-mail before issuance and shall be specified in the Agreement in the form acceptable to the Seller.

5.3. The bank guarantee shall be provided to the Seller at least 10 (ten) calendar days prior to the scheduled date of delivery of the Product.

5.4. The bank guarantee shall cover the cost of the Product specified in the Agreement and all penalties that may be imposed upon the Buyer in case of the Buyer's breach of the GTC and/or the Agreement. The validity period of the bank guarantee shall be longer than the delivery period specified in the Agreement.

5.5. If the value of the shipped Product reaches 75% of the amount of the bank guarantee, the Seller may suspend shipment of the Product on deferred payment terms and shall give immediate notice to that effect to the Buyer. In order to resume shipment of the Product on deferred payment terms, the Buyer shall within 10 (ten) working days of receipt of the Seller' notice pay at least 40% of the outstanding debt or provide a bank guarantee for the amount that exceeds the amount of the initial bank guarantee by 25% or more.

5.6. If the Buyer fails to pay the price of the Product in accordance with clause 5.1. of the Annex or to pay the penalties in accordance with the GTC and the Agreement, the Seller may at its sole discretion:

(i) make a demand under the bank guarantee immediately after the Buyer's delay in payment; and/or

(ii) suspend all Product shipments until the Buyer and/or the bank guarantee issuing bank repays the total outstanding debt; and/or

(iii) unilaterally terminate the Agreement by giving a written notice to the Buyer with immediate effect (without the Buyer being entitled to damages or compensation).

5.7. If the Buyer fails to provide, or fails to meet the deadline for providing the bank guarantee, or provides the bank guarantee which does not comply with the terms of the GTC and the Agreement, or has the wording that was not approved by the Seller, or that otherwise becomes invalid or unenforceable by the Seller, the Seller may, at its sole discretion:

(i) suspend delivery under the Agreement until the Buyer performs its obligations to provide the bank guarantee in accordance with the terms of the Agreement; and/or

(ii) unilaterally change the payment terms under the Agreement to the terms specified in clause 0 of the GTC by giving a written notice to the Buyer with immediate effect; and/or

(iii) unilaterally terminate the Agreement by giving a written notice to the Buyer with immediate effect (without the Buyer being entitled to damages or compensation).

5.8. The bank guarantee shall be governed by the Uniform Rules for Demand Guarantees effective since 1 July 2010, published by the International Chamber of Commerce under No. 758 (URDG 758).

6. PAYMENT BY A LETTER OF CREDIT

6.1. If the Parties agree for payment by a letter of credit ("**LC**"), the Buyer shall open in favor of the Seller an irrevocable LC according to the terms specified in the Agreement. The issuing bank, the advising bank, the confirming bank, their names, addresses, SWIFT codes, the wording of the LC, its amount, term and the list of documents to be presented to the bank shall be approved by the Seller via e-mail before issuance and shall be agreed by the Parties and defined in the Agreement and / or its annexes, including Sales confirmation.

6.2. The LC shall be issued not later than 7 (seven) calendar days before the scheduled date of loading of the Product.

6.3. Payment for the Product on the basis of the LC shall be made against the Seller's presentation of the shipping documents, specified in the Agreement, to the issuing bank or confirming bank not later than within 5 (five) working days after such presentation. The Seller shall deliver the documents by a courier service determined at its discretion to the bank address specified in the Agreement.

6.4. If the Buyer fails to provide, or fails to meet the deadline for providing the LC, or provides the LC which does not comply with the terms of the GTC and the Agreement, or has the wording that was not approved by the Seller, the Seller may, at its sole discretion:

(i) suspend delivery under the Agreement until the Buyer performs its obligations to provide the LC in accordance with the terms of the Agreement; and/or

(ii) unilaterally change the payment terms under the Agreement to the terms specified in clause 0 of the GTC by giving a written notice to the Buyer with immediate effect; and/or

(iii) unilaterally terminate the Agreement by giving a written notice to the Buyer with immediate effect (without the Buyer being entitled to damages or compensation).

6.5. The LC shall be governed by the Uniform Customs and Practice for Documentary Credits effective since 1 July 2007, published by the International Chamber of Commerce under No. 600 (UCP 600).

7. PAYMENT SECURED WITH A STAND-BY LETTER OF CREDIT

7.1. The Buyer shall pay the full price of the Product not later than 5 (five) calendar days after the receipt of all shipping documents specified in the Agreement.

7.2. If the Buyer fails to pay the price of the Product in accordance with clause 7.1. of the Annex, payment shall be made by a stand-by letter of credit ("**Stand-by LC**"), opened by the Buyer in favor of the Seller according to the terms specified in the Agreement. The issuing bank, the advising bank, the confirming bank, their names, addresses, SWIFT codes, the wording of the Stand-by LC, its amount, term and the list of documents to be presented to the bank shall be approved by the Seller via e-mail before issuance and shall be agreed by the Parties and defined in the Agreement and / or its annexes, including Sales confirmation.

7.3. The Buyer shall open the Stand-by LC for the amount specified in the Agreement not later than 15 (fifteen) calendar days prior to the scheduled date of loading of the Product and shall keep the Stand-by LC in force during the whole term of the Agreement. The amount of the Stand-by LC shall cover the price of all consignments shipped on the deferred payment terms. In case the Stand-by LC limit is reached or the term of the Stand-by LC has expired, the Buyer shall open a new Stand-by LC in compliance with the GTC and the Agreement.

7.4. If the Buyer fails to make payment in accordance with clause 7.1. of the Annex, a non-payment notification and outstanding shipping documents shall be presented to the Buyer's bank or to the confirming bank through the Seller's bank for the payment under the Stand-by LC. The payment under the Stand-by LC shall be made not later than 5 (five) working days after such presentation.

7.5. If the Buyer fails to provide, or to meet the deadline for providing the Stand-by LC, or provides the Stand-by LC which does not comply with the terms of the GTC and the Agreement, or has the wording which was not approved by the Seller, the Seller may at its sole discretion:

(i) suspend delivery under the Agreement until the Buyer performs its obligations to provide the Stand-by LC in accordance with the terms of the GTC and the Agreement; and/or

(ii) unilaterally change the payment terms under the Agreement to the terms specified in clause 0 of the GTC by giving a written notice to the Buyer with immediate effect; and/or

(iii) unilaterally terminate the Agreement by giving a written notice to the Buyer with immediate effect (without the Buyer being entitled to damages or compensation).

7.6. The Stand-by LC shall be governed by the Uniform Customs and Practice for Documentary Credits effective since 1 July 2007, published by the International Chamber of Commerce under No. 600 (UCP 600).

7.7. The Parties have agreed that the bank fees for opening an LC or a Stand-by LC shall be paid as follows:

- Bank fees of the issuing bank shall be paid by the Buyer;
- Bank fees of the corresponding bank of the issuing bank shall be paid by the Buyer;
- Bank fees of the advising bank shall be paid by the Seller;
- Bank fees of the corresponding bank of the advising bank shall be paid by the Seller;
- Bank fees for amending the LC shall be paid by the Party that initiated such amendment or the Party whose acts or omissions resulted in such amendment;
- Bank fees of the confirming bank shall be paid by the Buyer.