

ATTENTION: Please read the Supply Agreement before using the services of "Grain Power" LLC. Sending an application for the sale of goods on the site will mean that you provide an unconditional and irrevocable offer for the conclusion of the Supply Agreement on the terms of the offer placed on the site: <https://grainpower.com.ua/application-uk/>, and consent with all its conditions valid at the time of sending the application for the sale of goods.

If you do not agree with the terms of the Agreement for the supply of agricultural products and / or the terms of the offer, do not fill out and do not send an application for the sale of goods on the website of "Grain Power" LLC: <https://grainpower.com.ua/application-uk/>.

SUPPLY AGREEMENT

Kyiv city

As amended dated 09.08.2019

"Grain Power" Limited Liability Company, represented by Kalmykov Stanislav Yuriyovych, acting on the basis of the Power of Attorney dated 02.01.2019, hereinafter referred to as the Buyer, and

A person who has submitted an unconditional and irrevocable offer for the conclusion of the Supply Agreement on the terms of the offer placed on the website: <https://grainpower.com.ua/application-uk/>, and gave consent with all its terms and conditions valid at the time of sending the application for the sale of goods by providing all the necessary information for conclusion of this Agreement and sending the application for the sale of goods on the website <https://grainpower.com.ua/application-uk/>, hereinafter referred to as the Supplier, collectively referred to as the "Parties", have concluded this Agreement on the following:

1. SUBJECT OF THE AGREEMENT

- 1.1. The Supplier undertakes to transfer, and the Buyer to accept and pay for the goods, in accordance with the terms of the Agreement.
- 1.2. The Goods under this Agreement are the products of plant origin of the 2019 harvest, as defined in the Supplementary Agreements to this Agreement.
- 1.3. The Supplier delivers the Goods on EXW Franco-elevator terms (according to Incoterms 2010) to "GTA" LLC, 26A Prystantsiina Str., Varvarivka village, Yuryevskiy district, Dnipropetrovsk region (hereinafter referred to as "Place of delivery") according to Incoterms 2010, with the exception of reservations expressly provided for by this Agreement.
- 1.4. The Supplier declares and warrants that the Goods are of Ukrainian origin, fully grown and harvested in Ukraine, except for temporarily occupied territories.

2. QUANTITY AND QUALITY OF GOODS

- 2.1. The quantity of the Goods and their quality indicators shall be determined in supplementary agreements to this Agreement.
 - 2.1.1. The quality of the Goods shall be confirmed by the warehouse receipt and the grain analysis card, which are issued by the laboratory of the grain warehouse at the place of delivery.
 - 2.1.2. The Goods must be of good commercial quality, have an inherent smell, (without musty, moldy, foreign odors). The Goods must be free from quarantine and sanitary facilities, toxic or harmful substances, pesticides and fumigant residues. Pest infestation and the presence of quarantine weeds are not allowed. All other quality indicators of the Goods must comply with the requirements (GOST or DSTU of the Goods) and/or Supplementary Agreements to this Agreement.

3. PRICE OF GOODS

- 3.1. The unit price of the Goods shall be indicated in Supplementary Agreements to this Agreement.
- 3.2. The value of the Agreement is the total value of the delivered Goods.

4. TERMS AND CONDITIONS OF DELIVERY

- 4.1. The Supplier shall deliver the Goods within the time periods specified in the Supplementary Agreements to this Agreement.

4.2. The delivery date is considered the date of the warehouse document for the Goods, written out in the name of the Buyer by the elevator at the place of delivery and the signing by the Parties of delivery-receipts note for the consignment of Goods.

5. TRANSMISSION AND RECEPTION PROCEDURE

5.1. The Goods are considered to be delivered by the Supplier and accepted by the Buyer:

- by quantity - in accordance with the weight indicated in the warehouse document for the Goods written out in the name of the Buyer at the place of delivery by the elevator;
- by quality - according to the documents issued by the elevator at the place of delivery, confirming the quality of the Goods.

5.2. When transferring the Goods, the Supplier is obliged to provide the Buyer with duly certified copies (with subsequent submission of the originals within a week) of the following documents:

- a copy of the invoice for the consignment of the Goods being transferred, with the obligatory subsequent submission of the original within a week;
- delivery note for each day of delivery of the relevant consignment of the Goods (original);
- a tax invoice sent through MedocIS for approval by the Buyer prior to registration, as well as such a tax invoice registered in the Unified Register of Tax Invoices, after approval by the Buyer;
- a warehouse receipt and a grain analysis card issued in the name of the Buyer with the obligatory indication of the qualitative characteristics of the Goods (acceptance and transfer certificate);
- in the event that the Supplier is a manufacturer of the Goods - a certificate of registration of an agricultural enterprise as a subject of special regime of VAT payment (extract from the register of VAT payers) or a certificate of a single tax payer, State Statistical Observation according to form 4-CF and form 29- CF.
- in the event that the Supplier is not a manufacturer of the Goods - certified copies of documents confirming the acquisition of the Goods from the manufacturer (throughout the supply chain), namely: supply agreements, delivery notes, tax invoices with receipts, certificate of registration of an agricultural enterprise as a subject of special regime of VAT payment (extract from the register of VAT payers) or certificate of a single tax payer, State Statistical Observation according to form 4-CF and form 29- CF.

5.3. The Buyer is obliged to accept the Goods and sign all documents confirming its transfer.

5.4. The ownership in the Goods passes from the Supplier to the Buyer at the time of transfer of the Goods to the Buyer according to warehouse documents. Simultaneously with the transfer of ownership in the Goods, according to the terms of delivery, all risks of loss or damage to the Goods shall be passed from the Supplier to the Buyer.

6. TERMS OF PAYMENT

6.1. The Buyer pays 80% of the cost of the delivered consignment of the Goods to the Supplier's settlement account after the Buyer receives the warehouse document for the Goods, written out in the name of the Buyer by the elevator at the place of delivery.

6.2. The remaining 20% of the cost of the delivered consignment of the Goods shall be paid by the Buyer within three banking days from the date of registration by the Seller of the tax invoice, taking into account all the requirements of the current legislation of Ukraine.

6.3. In the case of several deliveries under this Agreement, the Supplier undertakes to draw up tax invoices and keep VAT tax records in the context of the agreement.

6.4. The Buyer's obligations to pay for the Goods are considered fulfilled at the time of debiting the funds from the Buyer's bank account when paying for the cost of the Goods in accordance with the details specified in this Agreement.

6.5. In case of delay in the delivery of the Goods for a period of more than 10 (ten) days, the Buyer has the right to revise the price of the Goods or terminate the agreement unilaterally. In the latter case, the Supplier is obliged to return all previously transferred funds to his account received under this Agreement.

7. RESPONSIBILITY OF THE PARTIES

7.1. In case of non-fulfillment or improper fulfillment of the obligations under the Agreement, the guilty party shall pay to the non-breaching party the losses caused by this in accordance with the current legislation of Ukraine.

7.2. If the Buyer fails to make a payment in accordance with the terms of the Agreement and the Specification, the Buyer pays the Supplier a penalty in the amount of 0.1% of the cost of the delivered, but unpaid Goods for each day of delay in payment.

7.3. In case of violation by the Supplier of the conditions and/or the delivery time of the Goods stipulated by the Agreement and its Appendices, the Supplier shall pay the Buyer a penalty in the amount of 0.1% of the cost of not delivered (under-delivered) Goods for each day of delay in delivery.

7.4. In the event of cancellation of the Supplier's value-added tax payer certificate, he is obliged to notify the Buyer in writing within 3 business days and, if he provides tax invoices for this period, to withdraw them and correct the goods delivery note indicating the price of the Goods without VAT.

7.5. If the Supplier submits an incorrectly drawn up or incorrectly filled tax invoice, the Buyer has the right to delay payment for the Goods until the tax invoice is corrected and file a complaint to the State Fiscal Service of Ukraine in accordance with the current legislation of Ukraine.

7.6. If the tax authorities apply penalties to the Buyer due to the rejection and/or non-crediting of the tax credit under the tax invoice provided to the Buyer and unregistered by the Supplier on the website of the SFS of Ukraine and/or the Supplier does not submit reports/declarations to the tax authorities and/or the Supplier has not timely corrected the tax invoice, the Supplier is obliged to compensate the Buyer for the losses incurred within the time period established by the latter. Therewith, the Buyer has the right to withhold this amount of losses in payment for the delivered Goods.

7.7. If by the bodies of the State Fiscal Service of Ukraine (based on the results of issuing a tax notification-decision, inspection report, certificate, making adjustments to the Customer's personal account as a taxpayer, in any other way) and/or by a court decision (order), the Buyer's tax credit with VAT is reduced against the Supplier's tax invoice, the Buyer's gross expenses on the cost of the Goods delivered by the Supplier are reduced, taxes, fees, mandatory payments are charged to the Buyer, the Buyer receives penalties for violation of tax laws or the court decides on the recovery to the state income received from the transaction recognized as invalid (void), and this is associated with:

- annulment (cancellation) of the state registration of the Supplier;
- exclusion of the Supplier from the register of value added tax payers (including cancellation of the certificate of VAT payer);
- economic relations of the Supplier and/or its counterparties with enterprises that have signs of fictitiousness, which is recorded in the acts of inspection of the state tax service or in the decision (order) of the court;
- improperly maintaining accounting and/or tax accounting, untimely, improperly, not fully submitted of the necessary tax reporting to the tax authorities;
- collection of everything received by the Buyer under an invalid transaction concluded between the Buyer and the Supplier, to the state income;
- any other facts related to the violation by the Supplier and/or its counterparties of tax legislation.

The Supplier shall, within 5 (five) calendar days from the date the Buyer sends the relevant request to the Supplier at its location (specified in this Agreement), pay the Buyer funds in the amount equal to the amount by which the Buyer:

- the tax credit for VAT has been reduced;
- gross expenses have been reduced;
- taxes, fees, obligatory payments have been additionally charged;
- penalties have been accrued;
- has been charged to the state income the received under the transaction being recognized as invalid.

7.8. In case of improper (incorrect, incomplete, with errors, etc.) registration of tax invoices, including regarding the Goods code according to Ukrainian Commodity Coding System, for services - the service code in accordance with the State Classifier of Goods and Services, in accordance with the requirements of the Tax Code Of Ukraine, the Supplier is obliged to pay the Buyer a fine in the amount of the sum of VAT of such tax invoice within 2 (two) calendar days after the expiration of the registration deadlines for the tax invoice established by the Tax Code of Ukraine and carry out the appropriate registration of the corrected tax invoice within 2 days from the date of the message received from the Buyer, or self-identification of such facts.

In case of violation of the 2-day period for registration of the corrected tax invoice and/or payment of the fine provided for in this clause, the Supplier shall pay this fine in double amount.

In addition to paying the fine specified in this clause, the Supplier is obliged to compensate the Buyer for all and any amounts invoiced to the last by authorized Tax Authority for payment in the form of a penalty, fine, etc., which was the result of violations by the Supplier of the provisions of the Tax Code of Ukraine specified in this clause.

8. FORCE MAJEURE

8.1. The parties are exempted from liability for failure to perform or improper performance of obligations under this agreement if it was a result of force majeure that was outside the control of the parties and directly affected the possibility of fulfilling this agreement and which could not be eliminated by reasonable actions of the Parties. In this case, the period of fulfillment of obligations by the Parties is postponed accordingly for the period of time during which such circumstances were in force.

8.2. About the occurrence of force majeure circumstances, the estimated duration and termination of the circumstances, the Party for which they have occurred, shall notify the other Party in writing within 7 days from the moment such circumstances occur.

8.3. The occurrence of force majeure circumstances shall be documented by the Ukrainian Chamber of Commerce and Industry.

8.4. Untimely reporting about force majeure circumstances deprives the relevant Party of the right to refer to them.

8.5. If the force majeure circumstances do not expire within a period exceeding the 30-day period, the Parties have the right to terminate the agreement and return to each other the paid money and/or delivered goods.

9. SETTLEMENT OF DISPUTES

9.1. Disputes and disagreements arising in connection with this agreement, the settlement of which is not reached by the Parties through negotiations, shall be referred to the court in accordance with the jurisdiction.

10. OTHER CONDITIONS

10.1. The Supplier hereby confirms that he is the owner of the sold Goods, can use and dispose of them, and also guarantees the absence of third party claims and restrictions on the exercise of his ownership right to the delivered Goods.

10.2. The Agreement comes into force from the moment of its proper signing by the parties and is valid until the parties fully fulfill their mutual obligations.

10.3. Any changes, additions and annexes to this Agreement are its integral parts, shall be executed in writing and are valid with the signatures of both Parties.

10.4. All correspondence and preliminary negotiations under this Agreement after its signing are considered to be invalid.

10.5. All messages, communications, exchange of information and documentation under this Agreement, including electronic copies of this Agreement, annexes and supplementary agreements thereto can be made by the Parties by e-mail using exclusively electronic addresses specified in the details of the parties. Therewith, each such sent e-mail is considered delivered after 2 working hours from the date of sending. The exchange of signed copies of the agreement must be carried out within four days from the date of its conclusion.

11. BUYER'S DETAILS

"Grain Power" LLC

01010, Kyiv, 32/2 Moskovska Str.

USREOU 40427580

TIN No. 404275826550

s/a 26005000003094, PJSC JSB "Pivdenny"

MFO 328209

c/a 26007649509500, PJSC "UKRSIBBANK"

MFO 351005

c/a 26008015193001, PJSC "ALFA-BANK"

MFO 300346

E-mail: s.kalmykov@grainpower.com.ua

m.shelest@grainpower.com.ua

SAMPLE