

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 under CPT terms (SSP "Nika-Tera" LLC) in accordance with Incoterms 2010, with the exception of the reservations expressly provided for by this Agreement. The place of delivery is determined in the Supplementary Agreements to this Agreement (hereinafter referred to as the "Warehouse of the Buyer" or "Stockpiling Point").

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 shall be determined in Supplementary agreements to this Agreement.

2.1.1. The final weight of the Goods shall be determined during weighing when unloading vehicles at the Stockpiling Point.

2.1.2. When weighing railway wagons, in the event of a discrepancy between the gross weight indicated in the railway bill and the weight during re-weighing more than 0.8%, the Buyer shall immediately inform the Supplier about such disagreements by any convenient way for him. If within 12 (twelve) hours the Supplier has not provided answers and has not ordered the unloading of such wagons, the wagons shall be unloaded automatically, despite the lack in them. In this case, the Supplier does not have the right to complain to the Buyer about a possible shortage. The Supplier has the right to require additional weighting of wagons and be present in person or send his representative for the control weighting of the Goods. Additional costs, namely: shunting, additional weighing, detention and the use of wagons arising in connection with the re-weighing associated with the discrepancy in weight, will be transferred to the Supplier.

2.2. The quality indicators of the Goods shall be determined in supplementary agreements to this Agreement.

2.2.1. 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.

2.2.2. The final quality of the Goods shall be determined by the laboratory of the Buyer's Warehouse and shall be used by the parties as the basis for the final quality calculations.

2.2.3. In case of non-compliance of the Goods with the quality indicators specified in the Agreement, the Buyer immediately informs the Supplier about it in any convenient way for him.

Within a day from the moment of receipt of the notification, the Supplier is obliged to take a decision on the replacement of the Goods or, in case of disagreement of the Supplier with the results of the laboratory analyzes, has the right at its own expense to demand an independent examination of the Goods with the assistance of a first-class surveyor.

The costs of such an examination, as well as for detention of transport and shunting, shall be borne by the Supplier.

2.2.4. In the event that the results of the quality analysis of the Goods do not meet the quality requirements specified in the Agreement, the Buyer has the right at his own discretion either to accept such Goods (at a price reduced by the amount of expenses (for drying, etc.) and if the Buyer's Warehouse has the technical ability), or refuse to accept it. Therewith, the new price shall be determined taking into account the cost of expenses provided for in clause 2.2.5 of the Agreement.

If the Buyer refuses to accept the Goods, the Supplier is obliged to take out the Goods and bear the costs (or reimburse the Buyer's expenses) for the detention and return of the transport.

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. Goods may be delivered by road or rail.

4.3. The date of delivery of the consignment of Goods is considered the date of its acceptance at the Buyer's Warehouse, which shall be confirmed by information from the electronic registry of the port.

4.4. The Supplier is obliged to provide the Buyer with a preliminary shipment schedule indicating the delivery of the Goods for each class. The schedule is provided in writing no later than five business days before the start of delivery. The Buyer agrees the provided schedule with the Stockpiling Point, as well as with the Supplier, if it is necessary to make changes to this schedule.

4.5. The Supplier undertakes to deliver the Goods only in accordance with the schedule agreed with the Buyer.

4.6. The Buyer provides instructions for the shipment and drawing up transport documents before the delivery of the Goods. The Supplier is obliged to make delivery in strict accordance with the instructions of the Buyer.

4.7. The Supplier is obliged to inform the Buyer on a daily basis in writing about: the status of the load of each vehicle, the date of loading, the point (station) of departure, the name of the shipper, the number of railway bills / freight bills, the tare / gross / net weight of the Goods loaded on each vehicle and send Register of downloaded Goods to the Buyer's email.

4.8. The Supplier shall at its own expense ensure the manufacture of accompanying documents for the Goods sent to the Stockpiling Point in accordance with the Buyer's instructions. Accompanying documents for each vehicle are indicated in clauses 5.2. and 5.3. of the Agreement and must be provided at the time of arrival of the transport at the Stockpiling Point.

In the absence or improper execution of transportation documents and a certificate of grain quality, affecting the inability to unload the goods at the destination, all additional costs, taking into account additional fees and penalties, are borne by the Supplier.

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 acceptance documents of the Buyer's Warehouse;
- by quality - according to the conclusion provided by the Buyer's Warehouse Laboratory.

5.2. The Supplier is obliged to provide each vehicle with the following documents:

- consignment note for each vehicle;
- certificate of grain quality (form 42), protocols of GMO research and safety indicators;
- veterinary certificate (form 2) (at the request of the Buyer)
- quarantine certificate (at the request of the Buyer).

5.3. The Supplier is obliged to provide the Buyer with the following documents for payment of the Goods:

- 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;

- copy of certificate of grain quality (form 42), protocols of GMO research and safety indicators;
- copy of quarantine certificate (at the request of the Buyer).
- copy of veterinary certificate (form 2) (at the request of the Buyer)
- 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-CT and form 29- CT.

5.4. The ownership in the Goods passes from the Supplier to the Buyer at the time of full payment of the relevant consignment of 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 at the time of actual delivery of the Goods.

5.5. All expenses associated with the storage of the Goods until they are delivered to the Stockpiling Point, as well as bringing them to the quality requirements specified in the Agreement, shall be paid by the Supplier.

6. TERMS OF PAYMENT

6.1. Payment for delivery under this Agreement shall be carried out in the following order:

- The Buyer pays 80% of the cost of the delivered consignment of the Goods to the Supplier's settlement account within two banking days from the date of receipt of the documents provided for in section 5 of the Agreement.
- 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.

6.2. 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.

6.3. The Buyer's obligations to pay for the Goods are considered fulfilled at the time of debiting the funds from the bank account.

7. RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1. Supplier's responsibilities:

7.1.1. To deliver the Goods to the Buyer under the terms of this Agreement.

7.1.2. If it is impossible for the Buyer to exercise his ownership in the Goods, which arose due to the fault of the Supplier, after transferring funds, the Supplier must eliminate the obstacles within 2 days, and if it is impossible to eliminate them, to return the money received and compensate the damage that the Buyer suffered as a result of these circumstances.

7.1.3. The Supplier is obliged to file tax reports in a timely manner to the tax authorities, drawn up in accordance with the requirements of the current legislation of Ukraine, which will reflect the legal relations that are the subject of this Agreement, and undertakes not to make any amendments to the accounting documents and tax reports without the consent of the Buyer.

7.1.4. If, after the delivery of the Goods, any change is made in the amount of compensation for its value (including price revision following delivery, recalculation in cases of returning the Goods to the Supplier), the Supplier is obliged in the manner prescribed by the legislation on tax invoices and subject to 7.1.4. of the Agreement, calculate the adjustment to the corresponding tax invoice, provide it to the Buyer and register it in the Unified Register of Tax Invoice.

7.1.5. If the Supplier does not provide all the documents specified in the Agreement and the annexes, or such documents are provided with errors, typos, or such documents are missing partially or completely, the Buyer has the right to delay payment for the Goods until the Supplier provides the entire list of properly executed documents. In this case, the Supplier is obliged to compensate for the losses incurred by the Buyer.

7.1.6. 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.

7.2. Supplier's rights:

7.2.1. To require the Buyer to accept the Goods that meet the conditions specified in the Agreement.

7.2.2. To suspend the execution of the Agreement in case of violation by the Buyer of the terms of payment under this Agreement.

7.2.3. To terminate the Agreement in cases of delayed payment by the Buyer for a period of more than 20 (twenty) days, as well as in other cases provided for by applicable law.

7.3. Buyer's responsibilities:

7.3.1. To accept the Goods, except when he has the right to demand the replacement of the Goods or the right to withdraw from the Agreement.

7.3.2. To make timely payments under this Agreement in the amount, on the terms and in the manner determined by the Agreement.

7.4. Buyer's rights:

7.4.1. To require the Supplier to deliver the Goods.

7.4.2. In case of delay in delivery of a consignment of 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 to his account funds received under this Agreement.

7.4.3. In the event that the Supplier violates the procedure for filling out and / or the procedure for registering the tax invoice in the Unified Register of tax invoices or canceling the Supplier's VAT registration, or if the state authorities apply sanctions to the Buyer due to the Supplier's non-compliance with tax laws, the Buyer has the right, at its discretion:

- unilaterally refuse the Goods, return the Goods and terminate this Agreement, without compensation for any losses to the Supplier;
- accept the Goods, but withhold a penalty in the amount of 20% of the total cost of the Goods, as well as recover all costs and losses that the Supplier pays within three days from the date of receipt of a written request from the Buyer.

7.4.4. In case of delivery of the Goods of inadequate quality according to the terms of the Agreement, the Buyer has the right:

- to refuse to accept and pay for the Goods;
- to accept the Goods at a reduced price, additionally agreed by the Parties;
- if the Goods have already been paid for – to demand a refund of the paid amount or replacement with the Goods of good quality.

8. RESPONSIBILITY OF THE PARTIES

8.1. 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.

8.2. If the Buyer fails to make a payment in accordance with the terms of the Agreement, 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.

8.3. In case of violation by the Supplier of the delivery time of the Goods stipulated by the Agreement, 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.

8.4. In addition to the penalty specified in clause 8.3. of the Agreement, if the Supplier received an advance payment for the Goods in accordance with the terms of the Agreement and did not deliver it within the deadlines established by the Agreement and/or delivered the Goods of inadequate quality, the Supplier shall, within three banking days from the receipt of the request from the Buyer, return the prepayment amount to his bank account and additionally pay interest to the Buyer in the amount of 30% per annum of the prepayment for each day of using other people's money, starting from the day of receipt of such funds from the Buyer.

8.5. In case of violation of the delivery time of the Goods stipulated by the terms of the Agreement for more than 5 calendar days and / or delivery of the Goods of inadequate quality, the Supplier shall additionally pay a fine in favor of the Buyer in the amount of 10% of the total cost of the relevant consignment of the Goods.

8.6. 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).

The Supplier shall, within 5 (five) calendar days from the date of receipt of the corresponding written request to pay the Buyer money 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.

8.7. 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.

9 FORCE MAJEURE

9.1. 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.

9.2. 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.

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

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

9.5. 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.

10. SETTLEMENT OF DISPUTES

10.1. In case of disputes and disagreements between the Parties under this agreement or in connection with it, the Parties will do everything necessary to resolve the disputes and disagreements through negotiations.

10.2. 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.

10.3. Relations arising from the conclusion and execution of this Agreement and not settled in it shall be governed by the current legislation of Ukraine.

10.4. The Parties agreed that the limitation period for the recovery of the penalty under this Agreement is set at three years in accordance with Art. 259 of Economic Code of Ukraine, and the period for which penalties are charged is one year.

11. OTHER CONDITIONS

11.1. The Parties hereby confirm that they have agreed on all conditions that are considered essential.

11.2. 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

11.3. 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.

11.4. 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.

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

11.6. The Agreement is made in two copies, one for each of the Parties that have the same legal force. Properly signed electronic copies of this Agreement, its annexes and additional agreements sent by facsimile communication or means of electronic communication shall have legal force until the exchange of their originals. The exchange of signed copies of the Agreement must be carried out within four days from the date of its conclusion.

11.7. 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.

11.8. The Agreement is valid from the moment of signing until the Parties fully fulfill their obligations.

12. DETAILS OF THE PARTIES

"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

m.shelest@grainpower.com.ua