



GENERAL TERMS AND CONDITIONS OF PURCHASE OF MATERIALS OR FINISHED GOODS

1. GENERAL PROVISIONS

- 1.1 COMMERCIAL RELATIONS BETWEEN NEMAK RUS LLC (“**NEMAK**”) AND THE SUPPLIER WILL BE GOVERNED BY A CONTRACT BETWEEN NEMAK RUS LLC (“**NEMAK**”) AND THE SUPPLIER (THE “**CONTRACTOR**”). THESE GENERAL TERMS AND CONDITIONS SHALL APPLY TO THE CONTRACT AND/OR ANY ORDER PLACED BY NEMAK UNDER SUCH CONTRACT AND MAKE INTEGRAL PART OF THE CONTRACT AND/OR THE ORDER, UNLESS THE CONTRACT PROVIDES OTHERWISE. POSSIBLE ADDITIONAL SPECIFIC TERMS AND CONDITIONS MAY APPLY AND WILL CONSTITUTE THE WHOLE WITH OR A WAIVER FROM THESE TERMS AND CONDITIONS ONLY WHEN THEY ARE SPECIFIED IN THE CONTRACT AND/OR AND ORDER PLACED BY NEMAK, OR CONFIRMED BY NEMAK IN WRITING.
- 1.2 AN ORDER SHALL BE DEEMED IRREVOCABLE AND VALID FROM THE MOMENT OF ITS RECEIPT BY THE SUPPLIER WITHOUT THE NEED OF A SEPARATE CONFIRMATION OF ITS RECEIPT. THE MOMENT OF RECEIPT SHALL BE THE MOMENT OF DELIVERY – IN CASE OF PERSONAL DELIVERY, THE MOMENT OF RECEIPT – IN CASE OF POSTAL OR COURIER DELIVERY, AND IN THE CASE OF A FAX ORDER – THE MOMENT OF ITS TRANSMISSION, IF IT WAS CONFIRMED BY A POSITIVE TRANSMISSION REPORT, CONFIRMING ITS SUCCESSFUL TRANSMISSION TO THE SUPPLIER’S NUMBER. IF THE SUPPLIER CANNOT FULFILL THE ORDER DUE TO ANY CIRCUMSTANCES, THE SUPPLIER IS OBLIGED TO NOTIFY NEMAK BY FAX IMMEDIATELY, NOT LATER THAN WITHIN 48 HOURS AFTER RECEIPT OF THE ORDER. LACK OF ANY NOTICE REGARDING THE ORDER, MADE BY THE SUPPLIER IN THE AFOREMENTIONED PERIOD, SHALL BE CONSIDERED AS ACCEPTANCE HEREOF AS WELL AS SPECIFIC TERMS AND CONDITIONS SET FORTH IN THESE GENERAL TERMS AND CONDITIONS OF PURCHASE.
- 1.3 THE PARTIES AGREE THAT AN ORDER SHALL BE DEEMED FULFILLED WHEN THE GOODS ARE DELIVERED AS SET FORTH IN THE CONTRACT, AND THE PLACE OF SUCH DELIVERY WILL BE DEEMED AS THE PLACE OF THE ORDER FULFILLMENT.
- 1.4 THE SUPPLIER UNDERTAKES TO TREAT AS CONFIDENTIAL ALL TECHNICAL, COMMERCIAL OR OTHER INFORMATION GATHERED IN CONNECTION WITH FULFILMENT OF THE ORDER. IN CASE OF ANY BREACH BY THE SUPPLIER OF THIS OBLIGATION, THE SUPPLIER SHALL PAY NEMAK A PENALTY IN THE AMOUNT OF THE EQUIVALENT OF € [10.000] FOR EACH SUCH BREACH. ALSO, NEMAK MAY CLAIM ANY AND ALL DAMAGES IN ADDITION TO THE STIPULATED PENALTY.
- 1.5 IF THERE ARE ANY CIRCUMSTANCES THAT MAKE IT REASONABLE TO EXPECT THAT THE SUPPLIER WILL NOT BE ABLE TO PERFORM CURRENT OBLIGATIONS (E.G., ARRANGEMENT PROCEEDINGS, BANKRUPTCY PROCEEDINGS, LIQUIDATION, ETC.), NEMAK WILL HAVE THE RIGHT TO CANCEL THE ORDER. IN CASE OF CANCELLATION, NEMAK WILL BE OBLIGED ONLY TO THE RECEIPT OF AND PAY FOR THE PRODUCTS ALREADY MANUFACTURED IN ACCORDANCE WITH ITS STANDARDS AND/OR ALREADY IN PROCESS.

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- 1.6 THE SUPPLIER MAY NOT ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER THE CONTRACT OR THE ORDER, OR ANY PART OF IT, TO ANY THIRD PARTY WITHOUT A PRIOR WRITTEN CONSENT OF NEMAK.

2. DRAWINGS, TECHNICAL DOCUMENTATION AND SPECIAL TOOLING

- 2.1. ANY AND ALL DRAWINGS, TECHNICAL SPECIFICATIONS, STANDARDS AND TABLES AS WELL AS ANY TECHNICAL DOCUMENTATION, MODELS, MASTER SAMPLES, SPECIAL TOOLING OR OTHER ITEMS (IRRESPECTIVE OF WHETHER OR NOT THEY CONSTITUTE OR MAY CONSTITUTE STATUTORILY PROTECTABLE INTELLECTUAL PROPERTY RIGHTS) THAT NEMAK PROVIDES THE SUPPLIER WITH FOR USE, SHALL REMAIN THE SOLE PROPERTY OF THE ORDERING PARTY AND MAY BE USED BY THE SUPPLIER ONLY FOR MANUFACTURING OF PRODUCTS ORDERED BY NEMAK. THE SUPPLIER MAY NOT COPY THOSE MATERIALS IF IT IS NOT INDISPENSABLE FOR FULFILMENT OF THE ORDER, NOR MAY THE SUPPLIER MAKE THEM AVAILABLE TO ANY THIRD PARTY. AT THE SAME TIME, THE SUPPLIER WILL BE OBLIGED TO REPAIR ANY DAMAGE, DIRECT OR INDIRECT, TO NEMAK, BEING THE CONSEQUENCE OF ANY FAILURE TO MEET THE REQUIREMENTS IN THIS PARAGRAPH.

THE AFOREMENTIONED SHALL ALSO APPLY TO ORIGINAL MODELS AND SPECIAL TOOLING DRAWN AND (OR) FABRICATED BY THE SUPPLIER PURPOSELY FOR FULFILMENT OF THE ORDER, WHICH SHOULD, WITH ALL CONSEQUENCES, BE DEEMED THE SOLE PROPERTY OF NEMAK.

2.2 DRAWINGS, TECHNICAL SPECIFICATIONS

DOCUMENTATION REFERRED TO IN THE PREVIOUS PARAGRAPH SHALL BE KEPT BY THE SUPPLIER WITH THE UTMOST CARE. THE SUPPLIER IS OBLIGED TO UNDERTAKE ANY APPROPRIATE MEASURES NECESSARY TO MAINTAIN MATERIALS AS DEFINED IN PARAGRAPH 2.1 SUPPLIED BY NEMAK. IN PROPER CONDITION AND TO PERFORM ORDINARY REPAIR AND MAINTENANCE OPERATIONS ON THEM AT SUPPLIER'S OWN EXPENSE. THE SUPPLIER IS OBLIGED TO NOTIFY NEMAK. IN DUE TIME OF POSSIBLE NEEDED EXTRAORDINARY REPAIRS AND COMPLETION THEREOF AT NEMAK'S EXPENSE, PROVIDED THAT HAS APPROVED THE OPERATIONS IN QUESTION IN WRITING.

- 2.3 IN CASE OF SUPPLIER BREACHING ITS OBLIGATIONS AS SET FORTH IN PARAGRAPH 2.1 AND/OR 2.2 THE SUPPLIER SHALL PAY NEMAK A PENALTY IN THE AMOUNT OF THE EQUIVALENT OF €[10.000] FOR EACH SUCH BREACH. ALSO, NEMAK MAY CLAIM ANY AND ALL DAMAGES IN ADDITION TO THE AMOUNT OF THE STIPULATED PENALTY.

- 2.4 UPON FULFILMENT OF THE ORDER, EXCEPT WHEN NEMAK HAS SUBMITTED INSTRUCTIONS FOR ANOTHER PROCEDURE IN WRITING, THE SUPPLIER WILL BE OBLIGED TO RETURN THE MATERIALS AND DOCUMENTATION REFERRED TO HEREIN IMMEDIATELY, NOT LATER THAN WITHIN 3 CALENDAR DAYS UPON FULFILMENT OF THE ORDER. IN CASE OF DELAY IN REALIZATION THE ABOVEMENTIONED OBLIGATION, THE SUPPLIER SHALL PAY NEMAK A PENALTY IN THE AMOUNT OF THE EQUIVALENT OF €

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[2.000] FOR EACH CALENDAR DAY OF DELAY. ALSO, NEMAK MAY CLAIM ANY AND ALL DAMAGES IN ADDITION TO THE STIPULATED PENALTY.

3. OTHER STANDARDS RELATING TO MATERIALS SUPPLIED BY NEMAK

- 3.1 THE PROVISIONS OF PARAGRAPH 2 REFER TO RAW MATERIALS OR SEMI-FINISHED PRODUCTS SUPPLIED BY NEMAK FOR USE IN PRODUCTS THAT ARE THE OBJECT OF THE ORDER.
- 3.2 NEMAK RESERVES THE RIGHT TO INSPECT, AT ANY TIME, THE CONDITION OF OWN MATERIALS STORED, SUITABILITY OF SPACE USED FOR THEIR STORAGE AND METHODS OF THEIR PRESERVATION, AND TO REQUEST RETURN OF THOSE MATERIALS AT ANY TIME.

4. PRICES

- 4.1 IT IS AGREED THAT ONLY PRICES AGREED IN THE CONTRACT AND DUPLICATED IN THE ORDER SHALL BE VALID.

5. ORDER CHANGES

- 5.1 SUBJECT TO THE TERMS OF THE CONTRACT, NEMAK HAS THE RIGHT TO:
- CHANGE THE QUALITY AND (OR) SHAPE AND (OR) QUANTITY OF ORDERED PRODUCTS AT ANY TIME;
 - MODIFY THE ORDER, IN WHOLE OR IN PART;

IN THE EVENT THAT NEMAK AND THE SUPPLIER FOR ANY REASON HAVE NOT REACHED THE AGREEMENT ON SUCH CHANGE OR MODIFICATION, NEMAK WILL ACQUIRE THE TITLE TO, AND WILL PAY FOR ONLY THE PRODUCTS THAT HAVE BEEN MANUFACTURED ACCORDING TO ITS STANDARDS, FINISHED OR IN PROCESS, IN QUANTITY NOT EXCEEDING THE TOTAL OF:

- DELIVERIES PLANNED FOR THE MONTH IN WHICH NOTIFICATION ABOUT THE CHANGE TO OR THE MODIFICATION OF THE ORDER WAS SUBMITTED;
- STOCK OF MATERIALS, IF PROVIDED IN THE CONTRACT.

- 5.2 IN ANY EVENT, DIRECT ARRANGEMENTS WILL BE REACHED SO AS TO KEEP EXPENSES RESULTING FROM ORDER CHANGES OR CANCELLATIONS ON LEVEL AS LOW AS POSSIBLE.

6. CHECKING AND INSPECTION AT SUPPLIER'S EXPENSE

- 6.1 THE SUPPLIER IS OBLIGED TO INSPECT OR ORDER, AT ITS OWN EXPENSE AND RESPONSIBILITY, THE INSPECTION OF THE WHOLE DOCUMENTATION, TECHNICAL DRAWINGS AND REQUIREMENTS USED FOR FULFILMENT OF THE ORDER, ALSO THOSE SUPPLIED BY NEMAK, IN ORDER TO CHECK THEIR COMPLIANCE WITH ORDER SPECIFICATION AND THEIR SUITABILITY FOR PURPOSES THEY HAVE BEEN SUPPLIED FOR.

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- 6.2 THE SUPPLIER IS OBLIGED TO CARRY OUT OR ORDER CARRYING OUT, AT ITS OWN EXPENSE AND RESPONSIBILITY, TESTS AND TRIALS OF THE PRODUCT RESULTING FROM THE SPECIFIC TERMS AND CONDITIONS OF THE ORDER, STANDARDS AND REGULATIONS, AND RESULTING FROM THE CHARACTERISTICS OF THE OPERATION PERFORMED.
- 6.3 THE SUPPLIER IS OBLIGED TO ADVISE NEMAK OF THE RESULTS OF THE TESTS AND INSPECTIONS, SHOULD THOSE INDICATE THE POSSIBILITY OF NONCONFORMITY OCCURRING AGAINST THE OBJECT OF THE ORDER.
- 6.4 THE SUPPLIER IS OBLIGED TO RETAIN THE TEST RESULTS IN THE SUPPLIER'S FILES FOR THREE YEARS (EXCEPT FOR INSTANCES WHEN ANOTHER PERIOD IS PROVIDED FOR IN SPECIFIC TERMS AND CONDITIONS).
- 6.5 IF THE INSPECTIONS AND TESTS DESCRIBED ABOVE IDENTIFIED NONCONFORMITIES AND DEFECTIVENESS OF TECHNICAL CONDITIONS, MATERIALS, ETC., SUPPLIED BY NEMAK, THE SUPPLIER MAY NOT USE, CHANGE OR REPLACE THEM WITHOUT PRIOR WRITTEN ACCEPTANCE OF NEMAK.
- 6.6 IN CASE OF THE LACK OF THE TESTS AND TRIALS REFERRED TO ABOVE, THE SUPPLIER SHALL BE RESPONSIBLE FOR ANY DEFECT OR NONCONFORMITY OF THE PRODUCT RESULTING FROM UNSUITABILITY OF DOCUMENTATION OR MATERIALS USED, EVEN IF THEY ARE SUPPLIED BY NEMAK.

7. QUANTITATIVE TOLERANCE

- 7.1 NEMAK IS OBLIGED TO ACCEPT ORDERED QUANTITIES.
- 7.2 POSSIBLE TOLERANCES RELATING TO QUANTITIES SHALL BE AGREED EACH TIME IN THE ORDER OR ITS NEW VERSION (ORDER CHANGE).

8. QUALITY OF DELIVERY

- 8.1 DELIVERY OF ORDERED PRODUCTS DOES NOT MEAN THE ACCEPTANCE OF GOODS, SINCE THEIR PROPERTIES, QUALITY AND QUANTITY MUST BE CONFIRMED BY RELEVANT SERVICES OF NEMAK.
- 8.2 NEMAK MAY NOTIFY ABOUT NONCONFORMITY OF DELIVERED GOODS WITHIN THE PERIOD OF UP TO SIX MONTHS, UNLESS SPECIFIC REGULATIONS OR OTHER AGREEMENTS PROVIDE OTHERWISE.
- 8.3 WHEN THE DELIVERY CONTAINS DEFECTIVE OR NONCONFORMING PRODUCTS, NEMAK SHALL HAVE THE FOLLOWING OPTIONS:
 - DEMAND THE PRODUCT TO BE REPLACED WITH A PROPER ONE IMMEDIATELY AT SUPPLIER'S EXPENSE;
 - REJECT DEFECTIVE PRODUCTS WITHOUT DEMANDING THEIR REPLACEMENT REGARDING THAT, IN CONSEQUENCE, AS CANCELLING THE ORDER; OR
 - EXERCISE ITS OTHER RIGHTS AS MAY BE PROVIDED IN THE CONTRACT OR GRANTED BY VIRTUE OF LAW.

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9. WARRANTY

- 9.1 THE SUPPLIER WARRANTS THE EXCELLENT QUALITY OF GOODS DELIVERED BY THE SUPPLIER AND, AT THE SAME TIME, UNDERTAKES TO REWORK OR REPLACE PRODUCTS OR THEIR PARTS SHOWING DEFECTS AT ITS OWN EXPENSE AS FAST AS POSSIBLE, SUBJECT TO THE PROVISIONS ON WARRANTY IF SET FORTH IN THE CONTRACT, , AND IF THE WARRANTY PERIOD IS NOT DEFINED, DURING 12 MONTHS FROM THE DATE OF DELIVERY.
- 9.2 NEMAK RESERVES THE RIGHT TO CLAIM ANY AND ALL DAMAGES SUFFERED BY NEMAK IN CONNECTION WITH THE PRODUCT DEFECTIVENESS OR NONCONFORMITY REVEALED DURING THE PERIOD OF WARRANTY (OR, IF THE WARRANTY PERIOD IS NOT ESTABLISHED IN THE CONTRACT, DURING THE PERIOD SET FORTH IN PARAGRAPH 9.1), OR THROUGH SUPPLIER'S DELAY IN REWORK OR REPLACEMENT.
- 9.3 ANY COSTS RELATING TO WARRANTY OPERATIONS ARE CHARGED TO THE SUPPLIER.
- 9.4 NOTIFICATION OF DEFECTIVENESS OR NONCONFORMITY MUST BE MADE WITHIN 4 MONTHS FROM REVEALING THEREOF, UNLESS THE CONTRACT PROVIDES OTHERWISE.

10. DATES OF DELIVERY

- 10.1 DATES OF DELIVERY SHALL BE SPECIFIED IN THE ORDER OR IN THE CONTRACT, AS THE CASE MAY BE.

11. DELAYED DELIVERY

- 11.1 WHEN THE DELIVERY IS DELAYED, THE SUPPLIER SHALL PAY NEMAK A PENALTY IN THE AMOUNT OF 0.2% OF THE DELIVERY PRICE FOR EACH CALENDAR DAY OF DELAY, FOR THE FIRST TWENTY CALENDAR DAYS, AND 0.5% FOR EACH SUBSEQUENT CALENDAR DAY UP TO MAXIMUM 20.0% OF THE TOTAL DELIVERY PRICE. NEMAK MAY CLAIM ANY AND ALL DAMAGES IN ADDITION TO THE AMOUNT OF THE STIPULATED PENALTY.
- 11.2 ANY AND ALL PENALTIES OR DAMAGES PAYABLE BY THE SUPPLIER TO NEMAK UNDER THESE GENERAL TERMS AND CONDITIONS AND/OR THE CONTRACT SHALL BE PAID BY THE SUPPLIER NOT LATER THAN [15 (FIFTEEN)] CALENDAR DAYS FROM THE DATE WHEN NEMAK SUBMITTED TO THE SUPPLIER THE RESPECTIVE CLAIM. IN THE EVENT THAT THE SUPPLIER DOES NOT PAY TO NEMAK ANY SUCH AMOUNTS WITHIN THIS TIME PERIOD, NEMAK MAY, BY GIVING THE SUPPLIER A RESPECTIVE NOTICE IN WRITING, UNILATERALLY SET OFF ANY SUCH AMOUNTS AGAINST THE AMOUNTS OF ANY CLAIMS THE SUPPLIER MAY HAVE TO NEMAK IN CONNECTION WITH PAYMENT BY NEMAK FOR ANY

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GOODS OR WORK TO BE SUPPLIED OR DONE BY THE SUPPLIER TO NEMAK. NEMAK AND THE SUPPLIER HEREBY AGREE THAT THE SUPPLIER MAY NOT CARRY OUT ANY SUCH SET-OFF.

- 11.3 WITHOUT PREJUDICE TO ITS OTHER REMEDIES UNDER THESE GENERAL TERMS AND CONDITIONS AND/OR THE CONTRACT, IF THE DELAY EXCEEDS ONE MONTH, NEMAK MAY CANCEL THE ORDER AT ANY TIME. IN THIS EVENT THE SUPPLIER SHALL, NOT LATER THAN [15 (FIFTEEN)] CALENDAR DAYS, RETURN TO NEMAK ALL THE AMOUNTS OF THE PAYMENTS ALREADY MADE BY NEMAK, PAY A STATUTORY INTEREST ACCRUED THEREON, AND ADDITIONALLY PAY NEMAK A PENALTY IN THE AMOUNT OF 20% OF THE ORDER VALUE.

12. FORCE MAJEURE

- 12.1 DATES OF DELIVERY SHALL BE EXTENDED WHEN "FORCE MAJEURE" CIRCUMSTANCES OCCUR, SUCH AS E.G., FIRE, EARTHQUAKE, GENERAL STRIKES, FLOOD OR OTHER SIMILAR PHENOMENA BEYOND SUPPLIER'S CONTROL THAT PRECLUDE THE DELIVERY TO BE CARRIED OUT IN COMPLIANCE WITH ACCEPTED TERMS AND CONDITIONS.
- 12.2 A NEW DATE OF DELIVERY WILL BE SET IN THE EVENT OF "FORCE MAJEURE" BY MUTUAL CONSENT DEPENDING ON THE ENSUING SITUATION.
- 12.3 THE SUPPLIER IS OBLIGED TO NOTIFY NEMAK WITHOUT DELAY ABOUT THE ENSUING "FORCE MAJEURE" SITUATION AND MAKE ANY AVAILABLE EFFORTS TO MITIGATE CONSEQUENCES THEREOF. THE NOTIFICATION SHOULD TAKE PLACE WITHIN 3 CALENDAR DAYS OF "FORCE MAJEURE" OCCURRENCE, FAILING WHICH THE SUPPLIER MAY NO LONGER CLAIM ITS OCCURRENCE. THE SUPPLIER IS OBLIGED TO PROPERLY SUBSTANTIATE THE OCCURRENCE OF "FORCE MAJEURE".
- 12.4 DELAYS CAUSED BY DEFAULT IN TIMELY DELIVERY BY SUBCONTRACTORS ARE NOT DEEMED "FORCE MAJEURE" EVENTS.
- 12.5 IF "FORCE MAJEURE" CIRCUMSTANCES CAUSE A DELAY IN EXCESS OF TWO MONTHS, NEMAK MAY CANCEL THE ORDER AT ANY TIME. IN SUCH AN EVENT, THE SUPPLIER SHALL BE OBLIGED TO RE-PAY TO NEMAK ALL THE AMOUNTS PAID BY NEMAK TO THE SUPPLIER IN CONNECTION WITH SUCH ORDER, TOGETHER WITH THE STATUTORY INTEREST ACCRUED ON SUCH AMOUNTS FROM THE DATE OF PAYMENT.

13. INVOICES – DELIVERY NOTES

- 13.1 INVOICES SHALL RELATE TO THE PRODUCT (WORK) FROM A SINGLE ORDER SUBJECT TO THE SAME VAT RATE AND SHALL, APART FROM MANDATORY DATA, INCLUDE THE FOLLOWING INFORMATION:
- ORDER NUMBER AND DELIVERY NOTE NUMBER;

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- THE LIST OF PRODUCTS ACCORDING TO DELIVERY NOTES, SORTED FROM THE EARLIEST TO THE LATEST.

13.2 THE SHIPMENT OF GOODS MUST ALWAYS BE ACCOMPANIED BY A DELIVERY NOTE AND/OR OTHER APPLICABLE TRANSPORTATION DOCUMENTS CONTAINING THE FOLLOWING INFORMATION:
- NUMBER, DATE, SUPPLIER'S NAME, PRODUCT NAME AND CODE (DRAWING NUMBER), DATE OF SHIPMENT, ORDER NUMBER, QUANTITY, NUMBER AND TYPE OF PACKAGING AND OTHER INFORMATION SPECIFIED IN SPECIFIC TERMS AND CONDITIONS.

13.3 EACH DELIVERY NOTE SHOULD REFER TO A SINGLE ORDER.

14. PAYMENT

14.1 NEMAK WILL MAKE PAYMENTS ON DATES AGREED IN THE CONTRACT.

14.2 SUBJECT TO PARAGRAPH 11.2, ALL SETTLEMENTS BETWEEN NEMAK AND THE SUPPLIER SHALL BE IN MONETARY FUNDS. ANY SETTLEMENTS WITH THE USE OF PROMISSORY NOTES OR ANY OTHER SECURITIES ARE NOT ALLOWED AND WILL NOT BE ACCEPTED BY NEMAK.

15. BAN ON DISSEMINATION OF INFORMATION

15.1 THE SUPPLIER MAY NOT DISCLOSE ANY INFORMATION RELATED TO ITS BUSINESS RELATIONSHIP WITH NEMAK, INCLUDING ANY DISCLOSURE MADE IN SUPPLIER'S ADVERTISING, MARKETING OR OTHER PROMOTION ACTIVITIES, WITHOUT A PRIOR WRITTEN CONSENT OF NEMAK. THIS PROVISION DOES NOT APPLY TO THE MANDATORY DISCLOSURE BY THE SUPPLIER OF SUCH INFORMATION TO THE STATE AUTHORITIES AT THEIR REQUEST IN ACCORDANCE WITH APPLICABLE LAW, ALWAYS PROVIDED THAT SUCH REQUEST IS MADE STRICTLY IN COMPLIANCE WITH APPLICABLE LAW, AND THE SCOPE OF THE DISCLOSURE DOES NOT EXCEED SCOPE IDENTIFIED IN SUCH REQUEST.

15.2 THE AFOREMENTIONED RELATES ALSO TO INFORMATION DISSEMINATED FOR PURPOSES OTHER THAN THOSE SPECIFIED ABOVE.

16. INDUSTRIAL PROPERTY

16.1 THE SUPPLIER SHALL PAY TO NEMAK ANY AND ALL DAMAGES THAT ARE SUSTAINED OR MAY BE SUSTAINED BY NEMAK IN CONNECTION WITH ANY THIRD PARTY CLAIMS RELATING TO VIOLATION OF PATENT RIGHTS, KNOW-HOW, TRADE MARK, OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS, DURING MANUFACTURING, UNLAWFUL POSSESSION, SALE OR USE OF THE SUPPLIED PRODUCTS OR MATERIALS.

17. MISCELLANEOUS

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17.1 ANY CHANGES OF THE GENERAL TERMS AND CONDITIONS MUST BE MADE IN WRITING, OTHERWISE BEING NULL AND VOID.

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