



## GENERAL TERMS AND CONDITIONS OF WORK OR SERVICES PROVISION

### 1. GENERAL PROVISIONS

**1.1.** BUSINESS RELATIONSHIPS BETWEEN LLC "NEMAK RUS" ("NEMAK") AND THE CONTRACTOR RELATED TO THE PERFORMANCE BY THE CONTRACTOR OF MANDATED WORK OR SERVICES WILL BE GOVERNED BY APPLICABLE CONTRACT BETWEEN NEMAK AND THE CONTRACTOR (THE "**CONTRACT**"). THESE GENERAL TERMS AND CONDITIONS WILL 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. POTENTIAL ADDITIONAL DETAILED CONDITIONS MAY APPLY AND THEY SHALL CONSTITUTE THE WHOLE OF OR DEVIATION FROM THESE TERMS AND CONDITIONS ONLY IF THEY ARE SPECIFIED IN THE CONTRACT AND/OR ANY ORDER PLACED BY NEMAK, OR CONFIRMED BY NEMAK IN WRITING.

**1.2** AN ORDER IS DEEMED IRREVOCABLE AND BINDING UPON RECEIVING IT BY THE CONTRACTOR WITHOUT THE NEED OF SEPARATE CONFIRMATION OF THE FACT OF ITS RECEIPT. THE MOMENT OF RECEIPT SHALL MEAN THE MOMENT OF DELIVERY – IN CASE OF PERSONAL DELIVERY, THE MOMENT OF RECEIPT – IN CASE OF POST OR COURIER DELIVERY, AND IN CASE OF ORDERS SENT BY FAX – THE MOMENT OF SENDING, WHEN SENDING IS CONFIRMED WITH THE POSITIVE TRANSMISSION REPORT, WHICH SHALL CONFIRM SENDING OF THE FAX TO THE CONTRACTOR'S NUMBER. IF FOR ANY REASONS THE CONTRACTOR CANNOT EXECUTE THE ORDER, IT IS OBLIGED TO INFORM NEMAK ABOUT THIS FACT IMMEDIATELY IN WRITING VIA FAX, NOT LATER, HOWEVER, THAN WITHIN 48 HOURS FROM THE MOMENT OF THE ORDER RECEIPT. IN CASE WHEN NO COMMENTS CONCERNING THE ORDER ARE RECEIVED FROM THE CONTRACTOR WITHIN THE INDICATED TIME LIMIT, IT IS ASSUMED THAT THE ORDER HAS BEEN ACCEPTED FOR EXECUTION IN A WHOLE WITH ALL CONSEQUENCES THEREOF, IN ACCORDANCE WITH THE PROVISIONS CONTAINED HEREIN.

**1.3** THE PARTIES AGREE THAT THE WORK OR SERVICES AS SPECIFIED IN THE ORDER AND/OR THE CONTRACT ARE DEEMED PERFORMED WHEN THE PERFORMANCE OF SUCH WORK OR SERVICES IS CONFIRMED BY NEMAK IN APPLICABLE WORK OR SERVICES ACCEPTANCE CERTIFICATE.

**1.4** THE CONTRACTOR UNDERTAKES TO TREAT ALL TECHNICAL, COMMERCIAL OR OTHER INFORMATION GATHERED IN CONNECTION WITH THE PERFORMANCE OF WORK OR SERVICES AS CONFIDENTIAL. IN CASE OF EACH SUCH BREACH OF THIS OBLIGATION THE CONTRACTOR SHALL BE OBLIGED TO PAY NEMAK A PENALTY IN THE AMOUNT OF THE EQUIVALENT OF EURO 10,000 CALCULATED AT THE EURO-TO-RUBLE RATE OF THE CENTRAL BANK OF RUSSIA AS ON THE DATE OF CLAIM BY NEMAK. ALSO, NEMAK MAY CLAIM ANY AND ALL DAMAGES IN ADDITION TO THE STIPULATED PENALTY.

**1.5** IN THE EVENT THAT THERE ARE CIRCUMSTANCES THAT REASONABLY ALLOW NEMAK TO EXPECT THAT THE CONTRACTOR WILL NOT BE ABLE TO PERFORM THE CURRENT OBLIGATIONS REGARDLESS OF REASONS (E.G., COMPOSITION, BANKRUPTCY PROCEEDINGS, LIQUIDATION, ETC.), NEMAK SHALL HAVE THE RIGHT TO CANCEL THE ORDER. IN CASE OF SUCH CANCELLATION NEMAK SHALL BE OBLIGED ONLY TO ACCEPT AND PAY FOR THE WORK OR SERVICES WHICH HAVE ALREADY BEEN DULY PERFORMED IN ACCORDANCE WITH THE ORDER AND HAVE NO DEFECTS.

**1.6** THE CONTRACTOR MAY NOT ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS TO A THIRD PARTY AND/OR ENGAGE SUBCONTRACTORS WITHOUT THE 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, PATTERNS, SPECIAL TOOLING OR OTHER ITEMS (IRRESPECTIVE OF WHETHER OR NOT THEY CONSTITUTE OR MAY CONSTITUTE STATUTORILY PROTECTABLE INTELLECTUAL PROPERTY RIGHTS), THAT NEMAK COULD MAKE AVAILABLE TO THE CONTRACTOR, SHALL REMAIN THE SOLE PROPERTY OF NEMAK, AND CAN BE USED BY THE CONTRACTOR ONLY TO PERFORM WORK OR SERVICES TO THE BENEFIT OF NEMAK. THE CONTRACTOR MAY NOT COPY THESE MATERIALS OR OTHER ITEMS IF IT IS NOT NECESSARY FOR THE EXECUTION OF THE ORDER, AS WELL AS MAKE THEM AVAILABLE TO THIRD PARTIES; AT THE SAME TIME THE CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY TO NEMAK BEING THE CONSEQUENCE OF NOT MEETING THE CONDITIONS CONTAINED IN THIS PARAGRAPH.

**2.2** DRAWINGS, TECHNICAL SPECIFICATIONS

DOCUMENTS OR OTHER ITEMS MENTIONED IN THE PREVIOUS PARAGRAPH MUST BE STORED BY THE CONTRACTOR WITH MAXIMUM CARE. THE CONTRACTOR IS OBLIGED TO UNDERTAKE PROPER MEASURES NECESSARY TO MAINTAIN THE MATERIALS SPECIFIED IN PARAGRAPH 2.1 AS ENTRUSTED BY NEMAK IN PROPER CONDITION, AS WELL AS TO THEIR REGULAR REPAIR AND MAINTENANCE ON THE CONTRACTOR'S OWN EXPENSE. THE CONTRACTOR IS OBLIGED TO NOTIFY NEMAK IN DUE TIME ABOUT POSSIBLE NEED OF ADDITIONAL EXTRAORDINARY WORK OR SERVICES AND ABOUT PERFORMING THEM AT THE EXPENSE OF NEMAK , IF NEMAK CONFIRMED SUCH WORK OR SERVICES IN WRITING.

**2.3** IN CASE OF BREACH BY THE CONTRACTOR OF THE PROVISIONS OF PARAGRAPHS 2.1 AND/OR 2.2, THE CONTRACTOR IS OBLIGED TO PAY TO NEMAK A PENALTY IN THE AMOUNT OF THE EQUIVALENT OF EURO 10,000 FOR EACH SUCH BREACH, CALCULATED AT THE EURO-TO-RUBLE RATE OF THE CENTRAL BANK OF RUSSIA AS ON THE DATE OF CLAIM BY NEMAK. ALSO, NEMAK MAY CLAIM DAMAGES IN ADDITION TO THE STIPULATED PENALTY.

**2.4** UPON PERFORMANCE OF WORK OR SERVICES, EXCEPT FOR CASES WHEN NEMAK GIVES WRITTEN INSTRUCTION ABOUT DIFFERENT METHOD OF CONDUCT, THE CONTRACTOR SHALL BE OBLIGED TO RETURN TO NEMAK IMMEDIATELY, HOWEVER NOT LATER THAN WITHIN 3 CALENDAR DAYS FROM THE MOMENT OF THE COMPLETION OR WORK OR SERVICES, MATERIALS AND DOCUMENTATION MENTIONED HEREIN. IN CASE OF DELAY IN FULFILMENT OF THE ABOVE OBLIGATION THE CONTRACTOR IS OBLIGED TO PAY TO NEMAK A CONTRACTUAL PENALTY IN THE AMOUNT OF THE EQUIVALENT OF EURO 2,000,- CALCULATED AT THE EURO-TO-RUBLE RATE OF THE CENTRAL BANK OF RUSSIA AS ON THE DATE OF CLAIM BY NEMAK, FOR EACH CALENDAR DAY OF DELAY. ALSO, NEMAK MAY CLAIM DAMAGES IN ADDITION TO THE STIPULATED PENALTY.

**3. PRICES**

**3.1** IT IS AGREED THAT ONLY THE REMUNERATION FOR WORK OR SERVICES CONTAINED IN THE CONTRACT AND DUPLICATED IN THE ORDER, IF APPLICABLE, ARE BINDING.

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General director  
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#### 4. CHANGES OF ORDER

4.1 SUBJECT TO THE PROVISIONS OF THE CONTRACT, NEMAK HAS THE RIGHT TO:

- CHANGE AT ANY TIME THE SCOPE OF WORK OR SERVICES;
- CANCEL ITS ORDER FOR WORK OR SERVICES IN FULL OR IN PART;

IN SUCH A CASE NEMAK SHALL PAY FOR THE WORK OR SERVICES (OR PART THEREOF) PERFORMED IN BY THE CONTRACTOR IN A PROPER MANNER PRIOR TO SUCH CHANGE OR CANCELLATION.

#### 5. PLACE OF ORDER EXECUTION

5.1 IN CASE WHEN WORK OR SERVICES ARE PERFORMED AS A WHOLE OR IN ANY PART IN THE PREMISES OF NEMAK PLANT, THE CONTRACTOR IS OBLIGED TO COMPLY WITH ALL REGULATIONS IN FORCE IN THE PLANT, AND IN PARTICULAR WITH THOSE REGARDING OCCUPATIONAL HEALTH AND SAFETY AND WITH FIRE REGULATIONS.

5.2 THE CONTRACTOR SHALL BE FULLY LIABLE FOR ACTIVITIES, WHICH ARE NOT IN CONFORMITY WITH REGULATIONS MENTIONED IN PARAGRAPH 5.1, AND FOR DAMAGES CAUSED DUE TO THIS NON-CONFORMANCE.

5.3 THE CONTRACTOR SHALL ALSO BE FULLY LIABLE FOR ANY DAMAGES CAUSED BY THE CONTRACTOR TO THE PROPERTY OF NEMAK.

#### 6. INSPECTION AND CONTROL AT THE CONTRACTOR'S EXPENSE

6.1 THE CONTRACTOR IS OBLIGED TO PERFORM WORK OR SERVICES AT ITS OWN EXPENSE AND IN ITS OWN RESPONSIBILITY, INCLUDING INSPECTION OF DOCUMENTATION, DRAWINGS AND TECHNICAL REQUIREMENTS USED IN PERFORMING THE WORK OR SERVICES, INCLUDING THOSE PROVIDED BY NEMAK, IN ORDER TO EXAMINE COMPLIANCE WITH THE REQUIRED METHOD OF EXECUTION.

6.2 THE CONTRACTOR IS OBLIGED TO INFORM NEMAK ABOUT THE INSPECTION RESULTS IF THEY INDICATE THE POSSIBILITY OF OCCURRENCE OF NON-CONFORMANCES AS REGARDS THE NATURE OF WORK OR SERVICES.

#### 7. QUALITY OF WORK OR SERVICES

7.1 EXECUTION BY NEMAK OF WORK OR SERVICES ACCEPTANCE CERTIFICATES MAY NOT BE DEEMED AS CONFIRMATION BY NEMAK THAT RESPECTIVE WORK OR SERVICES WERE PERFORMED TO THE SATISFACTION OF NEMAK AND HAVE NO DEFECTS.

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**7.2** NEMAK MAY NOTIFY THE CONTRACTOR ABOUT IMPROPER PERFORMANCE OF WORK OR SERVICES WITHIN UP TO 6 MONTHS, UNLESS LAW PROVIDES FOR LONGER PERIODS.

**7.3** IN CASE OF IMPROPER PERFORMANCE OF WORK OR SERVICES, IN ADDITION TO ITS OTHER REMEDIES IN LAW, NEMAK MAY, AT ITS DISCRETION, TO PURSUE THE FOLLOWING OPTIONS:

- DEMAND IMMEDIATE CHANGE BY THE CONTRACTOR OF THE METHOD OF PERFORMANCE OF WORK OR SERVICES AND/OR REMOVE THE EFFECTS OF FAULTY PERFORMANCE OF WORK OR SERVICES;
- NOT TO ACCEPT THE WORK OR SERVICES PERFORMED IN A FAULTY WAY WITHOUT DEMANDING THE CHANGE OF THE METHOD OF EXECUTION, CONSIDERING IT, AS CONSEQUENCE, AS CANCELLATION OF THE ORDER.

## **8. WARRANTY**

**8.1** THE CONTRACTOR GUARANTEES THE HIGHEST QUALITY OF WORK OR SERVICES PERFORMANCE, UNDERTAKING AT THE SAME TIME TO REMOVE AT ITS OWN EXPENSE IN THE SHORTEST POSSIBLE TIME THE EFFECTS OF THE IMPROPER PERFORMANCE OF THE WORK OR SERVICES.

**8.2** NEMAK RESERVES THE RIGHT TO CLAIM ANY AND ALL DAMAGES INCURRED BY NEMAK DUE TO FAULTY PERFORMANCE OF WORK OR SERVICES, OR DUE TO THE CONTRACTOR'S DELAY IN REMOVING THE EFFECTS OF SUCH A PERFORMANCE.

## **9. DELAY**

**9.1** IN CASE OF DELAY IN PERFORMANCE BY THE CONTRACTOR OF PARTICULAR WORK OR SERVICES, THE CONTRACTOR IS OBLIGED TO PAY NEMAK CONTRACTUAL PENALTIES IN THE AMOUNT OF 0.2% OF THE REMUNERATION OF THE CONTRACTOR FOR THE WORK OR SERVICES PER EACH CALENDAR DAY OF DELAY IN THE FIRST TWENTY CALENDAR DAYS, AND 0.5% PER EACH NEXT CALENDAR DAY, UP TO MAXIMUM 50.0% OF THE REMUNERATION OF THE CONTRACTOR FOR THE WORK OR SERVICES. NEMAK IS ENTITLED TO CLAIM DAMAGES IN ADDITION TO THE STIPULATED PENALTY.

**9.2** ANY AND ALL PENALTIES OR DAMAGES PAYABLE BY THE CONTRACTOR TO NEMAK UNDER THESE GENERAL TERMS AND CONDITIONS AND/OR THE CONTRACT SHALL BE PAID BY THE CONTRACTOR NOT LATER THAN [15 (FIFTEEN)] CALENDAR DAYS FROM THE DATE WHEN NEMAK SUBMITTED TO THE CONTRACTOR THE RESPECTIVE CLAIM. IN THE EVENT THAT THE CONTRACTOR DOES NOT PAY NEMAK ANY SUCH AMOUNTS WITHIN THIS TIME PERIOD, NEMAK MAY, BY GIVING THE CONTRACTOR A RESPECTIVE NOTICE IN WRITING, UNILATERALLY SET OFF ANY SUCH AMOUNTS AGAINST THE AMOUNTS OF ANY CLAIMS THE CONTRACTOR MAY HAVE TO NEMAK IN CONNECTION WITH PAYMENT BY NEMAK FOR ANY WORK OR SERVICES RENDERED BY THE CONTRACTOR OR GOODS SUPPLIED BY THE CONTRACTOR TO NEMAK. NEMAK AND THE CONTRACTOR HEREBY AGREE THAT THE CONTRACTOR MAY NOT CARRY OUT ANY SUCH SET-OFF.

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**9.3** APART FROM ANY OTHER REMEDIES AVAILABLE TO NEMAK UNDER THE CONTRACT AND/OR UNDER THESE GENERAL TERMS, OR BY VIRTUE OF LAW, IF THE DELAY IN PERFORMANCE BY THE CONTRACTOR OF WORK OR SERVICES EXCEEDS THE PERIOD OF ONE MONTH, NEMAK HAS THE RIGHT TO TERMINATE THE CONTRACT IN ITS ENTIRETY, OR PARTIALLY WITH RESPECT TO ANY ORDER AFFECTED BY THE DELAY, DUE TO MATERIAL BREACH BY THE CONTRACTOR. IN THIS EVENT THE CONTRACTOR IS OBLIGED, NOT LATER THAN 15 (FIFTEEN) CALENDAR DAYS, TO RETURN TO NEMAK THE AMOUNT OF THE REMUNERATION FOR THE WORK OR SERVICES ALREADY PAID BY NEMAK TO THE CONTRACTOR, ALSO PAY TO NEMAK THE AMOUNT OF THE STATUTORY INTEREST ACCRUED THEREON, AND ADDITIONALLY PAY TO NEMAK A PENALTY IN THE AMOUNT OF 30% OF THE AMOUNT OF REMUNERATION FOR THE WORK OR SERVICES.

## **10.FORCE MAJEURE**

**10.1** DEADLINES OF THE ORDER EXECUTION ARE EXTENDED WHEN THE CIRCUMSTANCES OF "FORCE MAJEURE" OCCUR, SUCH AS FOR EXAMPLE, FIRE, EARTHQUAKE, GENERAL STRIKES, FLOODS OR OTHER SIMILAR PHENOMENA BEYOND THE CONTRACTOR'S CONTROL, WHICH PRECLUDE THE PERFORMANCE BY THE CONTRACTOR OF WORK OR SERVICES IN ACCORDANCE WITH THE TERMS SET FORTH IN THE CONTRACT AND/OR APPLICABLE ORDER.

**10.2** A NEW DEADLINE FOR THE PERFORMANCE OF WORK OR SERVICES IN CASE OF OCCURRENCE OF "FORCE MAJEURE" EVENT SHALL BE DETERMINED BY MUTUAL CONSENT OF NEMAK AND THE CONTRACTOR DEPENDING ON THE SITUATION.

**10.3** THE CONTRACTOR IS OBLIGED TO NOTIFY NEMAK IMMEDIATELY ABOUT THE "FORCE MAJEURE" SITUATION AND UNDERTAKE ALL AVAILABLE MEASURES IN ORDER TO LIMIT ITS EFFECTS. NOTIFICATION SHOULD TAKE PLACE NOT LATER THAN WITHIN 3 CALENDAR DAYS FROM THE OCCURRENCE OF FORCE MAJEURE EVENT, FAILING WHICH THE CONTRACTOR MAY NO LONGER CLAIM ITS OCCURRENCE. THE CONTRACTOR IS OBLIGED TO PROPERLY SUBSTANTIATE THE OCCURRENCE OF FORCE MAJEURE.

**10.4** DELAYS CAUSED BY DEFAULT IN TIMELY PERFORMANCE BY SUBCONTRACTORS OF THE CONTRACTOR ARE NOT DEEMED "FORCE MAJEURE" EVENTS.

**10.5** IF THE CIRCUMSTANCES OF "FORCE MAJEURE" CAUSE A DELAY OF MORE THAN 30 CALENDAR DAYS, NEMAK MAY TERMINATE THE CONTRACT OR APPLICABLE ORDER AT ANY TIME. IN SUCH A CASE THE CONTRACTOR IS OBLIGED TO RETURN TO NEMAK ANY AND ALL AMOUNTS PAID BY NEMAK TO THE CONTRACTOR TOGETHER WITH THE STATUTORY INTEREST ACCRUED ON SUCH AMOUNTS FROM THE DATE OF THEIR PAYMENT.

## **11.INVOICES**

**11.1** INVOICES MUST RELATE TO THE WORK OR SERVICES UNDER ONE ORDER SUBJECTED TO THE SAME VAT RATE, AND, APART FROM THE OBLIGATORY DATA, THEY HAVE TO CONTAIN THE FOLLOWING INFORMATION:

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- ORDER NUMBER;
- SPECIFICATION OF PERFORMED WORK OR SERVICES.

INVOICES MUST BE ACCOMPANIED BY VAT-INVOICES AND WORK OR SERVICES ACCEPTANCE CERTIFICATES EXECUTED BY THE CONTRACTOR IN ACCORDANCE WITH THE REQUIREMENTS OF LEGISLATION ON ACCOUNTING.

## 12. PAYMENT

**12.1** NEMAK SHALL MAKE PAYMENTS WITHIN THE TIME SPECIFIED IN THE CONTRACT.

**12.2** SUBJECT TO PARAGRAPH 9.2, ALL SETTLEMENTS BETWEEN NEMAK AND THE CONTRACTOR 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.

**12.3** IN THE EVENT THAT ANY WORK OR SERVICES ARE NOT ACCEPTED BY NEMAK VIA EXECUTION BY NEMAK OF APPLICABLE WORK OR SERVICES ACCEPTANCE CERTIFICATE (DUE TO DEFECTS IN WORK OR SERVICES, DEFECTS IN DOCUMENTS TO BE PROVIDED BY THE CONTRACTOR, OR OTHERWISE), NEMAK CAN DEFER PAYMENT OF THE REMUNERATION DUE TO THE CONTRACTOR, HAVING NO OBLIGATION TO PAY TO THE CONTRACTOR ANY INTEREST ON THE AMOUNTS OF SUCH REMUNERATION.

## 13. PROHIBITION ON DISSEMINATION OF INFORMATION

**13.1** THE CONTRACTOR MAY NOT DISCLOSE ANY INFORMATION RELATED TO ITS BUSINESS RELATIONSHIP WITH NEMAK, INCLUDING ANY DISCLOSURE MADE IN CONTRACTOR'S ADVERTISING, MARKETING OR OTHER PROMOTION ACTIVITIES WITHOUT A PRIOR WRITTEN PERMIT OF NEMAK.

**13.2** THE ABOVE APPLIES ALSO TO INFORMATION DISSEMINATED NOT FOR ADVERTISING PURPOSES OTHER THAN THOSE SPECIFIED ABOVE.

## 14. AUDIT/ INSPECTIONS

**14.1** THE CONTRACTORS OBSERVATION OF APPLICABLE INDUSTRIAL RULES, TECHNICAL STANDARDS, AND OTHER APPLICABLE REGULATIONS IS OF PRIMARY IMPORTANCE TO NEMAK. THEREFORE, AT THE REQUEST OF NEMAK THE CONTRACTOR SHALL ADVISE NEMAK ON ALL AUDITS AND PROVIDE TO NEMAK COPIES OF ANY AND ALL MATERIALS RELATED TO AUDITS OF THE CONTRACTOR AS CONDUCTED BY THE FOLLOWING AUTHORITIES:

- THE LABOUR AUTHORITIES;
- THE STATE SANITARY AUTHORITIES;

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- THE ENVIRONMENTAL PROTECTION AUTHORITIES;
- THE STATE FIRE SAFETY AUTHORITIES;
- THE SERVICE FOR TECHNOLOGICAL, ECOLOGICAL AND NUCLEAR SUPERVISION (ROSTEKHNADZOR).

COPIES OF THE RESPECTIVE AUDIT MATERIALS SHALL BE PROVIDED TO NEMAK NOT LATER THAN 10 CALENDAR DAYS FROM THE DATE OF THE AUDIT.

**14.2** NEMAK MAY AUDIT THE PERFORMANCE BY THE CONTRACTOR OF ANY WORK OR SERVICES RENDERED TO NEMAK. SUCH AUDITS MAY BE CARRIED OUT BY AUTHORISED REPRESENTATIVES OF NEMAK AT NEMAK PREMISES, OR AT THE PREMISES OF THE CONTRACTOR, IT'S SUBCONTRACTORS, OR ANY THIRD PARTIES, DEPENDING ON WHERE THE WORK IS PERFORMED OR THE SERVICES ARE RENDERED. SUCH AUDITS MAY BE CARRIED OUT BY NEMAK ON ANY WORKING DAYS AND WITHIN NORMAL WORKING HOURS, SUBJECT TO NEMAK'S WRITTEN NOTICE GIVEN TO THE CONTRACTOR NOT LATER THAN 3 CALENDAR DAYS PRIOR TO THE PLANNED AUDIT DATE. THE CONTRACTOR SHALL PROCURE ACCESS OF SUCH REPRESENTATIVES OF NEMAK TO ITS PREMISES OR PREMISES OF THE THIRD PARTIES , AS THE CASE MAY BE, AND PROVIDE THE REPRESENTATIVES OF NEMAK WITH ALL REQUIRED INFORMATION RELATED TO THE WORK OR SERVICES AS MAY BE REQUESTED BY THEM. FAILURE OF THE CONTRACTOR TO FULFIL THE OBLIGATIONS SET FORTH IN THIS PARAGRAPH MAKES A MATERIAL BREACH BY THE CONTRACTOR OF THE CONTRACT. IN THE EVENT OF EACH SUCH BREACH THE CONTRACTOR SHALL BE OBLIGED TO PAY NEMAK A PENALTY IN THE AMOUNT OF THE EQUIVALENT OF EURO 10,000 CALCULATED AT THE EURO-TO-RUBLE RATE OF THE CENTRAL BANK OF RUSSIA AS ON THE DATE OF THE CLAIM FILED BY NEMAK.

## **15. CIVIL LIABILITY INSURANCE POLICY**

**15.1** DURING EXECUTION OF THE ORDER THE CONTRACTOR SHALL POSSESS A VALID CIVIL LIABILITY INSURANCE POLICY FOR THE EVENT OF ANY DAMAGES THAT COULD BE CAUSED TO NEMAK AND/OR THIRD PARTIES IN CONNECTION WITH PERFORMANCE BY THE CONTRACTOR OF WORK OR SERVICES, INCLUDING IN PARTICULAR ITS FAULTY EXECUTION, FOR THE INSURANCE AMOUNT NOT LOWER THAN THE RUBLE EQUIVALENT OF EURO 100,000 (AT THE EURO-TO-RUBLE RATE ESTABLISHED BY THE CENTRAL BANK OF RUSSIA ON THE DATE OF THE ISSUANCE OF THE POLICY), WHICH THE CONTRACTOR UNDERTAKES TO MAINTAIN FOR THE WHOLE TERM OF THE CONTRACT (EXECUTION OF THE ORDER) AND PRESENT IT TO NEMAK UPON ITS REQUEST.

## **16. FINAL PROVISIONS**

**16.1** THE CONTRACTOR IS OBLIGED TO COMPLY WITH ALL OCCUPATIONAL HEALTH AND SAFETY, FIRE AND ENVIRONMENTAL PROTECTION REGULATIONS IN FORCE IN THE PREMISES OF NEMAK PLANT. BEFORE

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COMMENCING PERFORMANCE OF WORK OR SERVICES THE CONTRACTOR IS OBLIGED TO ACQUAINT ITS PERSONNEL WITH RELEVANT DOCUMENTS CONSTITUTING INTERNAL REGULATIONS AND ACKNOWLEDGE RECEIPT OF THESE DOCUMENTS BY SIGNING A RELEVANT STATEMENT.

[INTERNAL AUDIT DEPARTMENT [WWW.ALFA.COM.MX/TRANSPARENCY.HTML](http://WWW.ALFA.COM.MX/TRANSPARENCY.HTML)

[TRANSPARENCY@ALFA.COM.MX](mailto:TRANSPARENCY@ALFA.COM.MX)

SHOULD YOU HAVE ANY DOUBTS CONCERNING THE ETHICS STANDARDS IN OUR COMPANY, PLEASE CONTACT US.

CONTACT PHONE NUMBERS:

00800 112 4028 POLAND

+43 720 880 303 REST OF EUROPE

AVAILABLE 24 HOURS A DAY

ALL INFORMATION SHALL BE TREATED AS CONFIDENTIAL.]

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