

AGREEMENT
for the supply of goods
as amended as of 01.01.2021

Moscow

This Agreement for the supply of goods is concluded with an **interested party** (hereinafter referred to as the **Buyer**), whose details are indicated in the Invoice for payment – Application for accession (hereinafter referred to as the **Invoice for payment**), on the one hand, and the RBR trade Limited Liability Company, hereinafter referred to as the **Supplier**, represented by the General Director Yuri Vladimirovich Gladkov, acting on the basis of the Charter, on the other hand, hereinafter collectively referred to as the **Parties**, as follows:

1. Terms and definitions

Application - an instruction from the Buyer to the Supplier executed in electronic form by sending an e-mail by the authorized representative of the Buyer to the address of the authorized representative of the Supplier and agreed by the Parties (including orally) indicating the name of the goods, price, quantity for each item, conditions, method, and time of delivery of the goods as well as delivery addresses. An application submitted in electronic form by e-mail is legally binding on an equal basis with the original documents drawn up by the Parties on paper and signed by the authorized representatives of the Parties. The application can be executed either according to Appendix No. 1 to this Agreement, or in any form, which allows to reliably set the price of the goods, the quantity, conditions, and terms of delivery of the Goods, as well as the delivery address.

End consumer - an individual who purchases goods exclusively for personal, family, household, and other needs, which is subject to the Law of the Russian Federation dated 07.02.1992, No. 2300-1 "On Protection of Consumer Rights" or a legal entity / individual entrepreneur acquiring goods for the needs associated with the implementation of entrepreneurial activities.

Invoice for payment - an invoice for payment – Application for joining of the Buyer to this Agreement for the supply of goods (drawn up either according to Appendix No. 2 to this agreement, or in another form at the discretion of the Supplier) posted on the website on the Internet <https://hor-horeca.ru/> by payment of which the Buyer declares his intention to join this Agreement and agrees that he becomes a party to this Agreement and assumes all the rights and obligations specified therein as of the date the Supplier issues an invoice for payment and expresses his full and unconditional consent with all provisions of this Agreement, and also agrees with the right of the Supplier to unilaterally make changes and/or additions to this Agreement and undertakes to independently monitor and receive information about such changes and/or additions and assume obligations effective from the date their publication by the Supplier on the Internet site <https://hor-horeca.ru/>. The Supplier does not notify the Buyer personally about the changes made to this Agreement. The risks of untimely familiarization with the current version of this Agreement for the supply of goods and the lack of information about changes/additions are borne by the Buyer.

Goods - any items posted on the website <https://hor-horeca.ru/> on the Internet by the Seller for free sale to third parties.

2. Subject of the Agreement

2.1. Under this Agreement, the Supplier undertakes to transfer to the Buyer's ownership the Goods posted on the Internet site <https://hor-horeca.ru/>, and the Buyer undertakes to accept the Goods and pay the price for it in the amount and in the manner provided for in this Agreement.

2.2. The name, assortment, price, quantity, and unit of measurement of the Goods are determined in the Application.

2.3. The quality of the supplied Goods must comply with state standards, specifications, and other regulatory and technical documentation in relation to each of the types of Goods supplied by the Supplier to the Buyer.

2.4. The Supplier guarantees that he is the owner of the Goods. The Goods are not pledged or encumbered with the rights of third parties.

2.5. In order to attract the target audience to the Supplier's Products, increase the client base of the Parties and achieve positive economic indicators, the Parties have the right to conduct joint advertising and marketing activities.

2.6. The Buyer undertakes to sell the Goods on marketplaces with the written consent of the Supplier. In the absence of the consent of the Supplier, the latter has the right to revise the prices of the Goods unilaterally. The Supplier reserves the right to approve the recommended retail prices for the Buyer, which are binding on the latter and non-observance of which entails the fulfillment of the conditions by the Supplier of clause 11.2 of this Agreement.

3. Price and payments under this agreement

3.1. Payment for the Goods is made in rubles of the Russian Federation, including VAT, by transferring 100% (one hundred percent) of the cost of the Goods to the Supplier's current account specified in Chapter 12 of this Agreement (or a third party indicated by him) within 3 (three) banking days from the date the Supplier issues the invoice for payment.

3.2. The Goods are delivered in separate batches based on the Buyer's Application during the Agreement duration period.

The Buyer's application is sent from an e-mail address that allows to reliably identify its belonging to the Buyer to the e-mail address of the relevant sales manager of the Supplier.

3.3. The Supplier is obliged, within 1 (one) business day, to provide the Buyer with an invoice for payment based on the received Application, indicating the price and delivery time for each item of the Goods specified in the Application and send it to the Buyer to the email address from which the Application came. The validity period of an unconfirmed Invoice for payment is 3 (three) banking days from the date of its issue. The Buyer is obliged to agree on the Supplier's invoice within 1 (one) business day. The document confirming the approval of the Invoice for payment is an e-mail from the Buyer's representative with confirmation of the Invoice for payment. After agreeing on the Invoice for payment in the manner specified in this Agreement, the essential terms of delivery are considered agreed and can be changed only by written agreement of the Parties.

The Invoice for payment and the Application are also considered to be agreed by the Buyer by paying the Invoice, even if they have not been previously approved and the Buyer has not sent the corresponding e-mails specified in this Agreement.

If the Buyer, for objective reasons, was unable to pay the Invoice for payment within 3 (three) banking days, he must apply to the Supplier with a request to issue a new Invoice for payment in compliance with the procedures specified in this Agreement.

3.4. The date when the Buyer fulfills his obligations to pay for the Goods is the date the funds are credited to the Supplier's current account.

3.5. The Supplier has the right to provide the Buyer with discounts on any of its Products at its sole discretion.

4. Delivery of the Goods

4.1. Delivery of the Goods under this Agreement is possible in the following ways:

- by self-pickup by the Buyer from the Supplier's warehouse;
- by delivering the Goods to the terminal of the transport company located in the city of Moscow, with an order amount over 50,000 (Fifty thousand) rubles. 00 kopecks

The specific method and address of delivery of the Goods is indicated in the Application.

4.2. Within 2 (two) banking days from the date of payment by the Buyer of the Invoice for payment, the Supplier informs the Buyer about the date when the Goods are ready for shipment.

4.3. The Supplier is deemed to have fulfilled the obligations for the delivery of the Goods, and the risk of accidental loss or accidental damage to the Goods passes to the Buyer on the date of signing by the Buyer and/or the Buyer's authorized representative of the consignment note in the form of TORG-12/UPD when transferring the Goods to the Buyer at the Supplier's warehouse, or transferring the Goods by transport company, or transfer of the Goods at the terminal of the transport company.

4.4. Upon receipt of the Goods, the Buyer's representative is obliged to present a passport and transfer the representative's power of attorney to receive the Goods, drawn up in accordance with the established procedure, which remains with the Supplier.

4.5. The Buyer is obliged to accept the Goods within the terms agreed by the Parties.

4.6. The Buyer is obliged to check the Goods upon acceptance in terms of quantity, assortment, external quality features (the integrity of the branded packaging, the absence of external obvious flaws and mechanical damage) and sign the consignment note (form TORG-12)/UPD.

4.7. The Buyer undertakes to notify the Supplier in writing with a claim for violation of the terms of this Agreement on the quantity, range, completeness of the goods within 5 days after receipt of the Goods if these violations could not be detected upon acceptance or relate to factory (hidden) defects.

4.8. If the representative of the Buyer is a transport company (Carrier), the Buyer is obliged to provide the Supplier with the documents confirming the right to receive the Goods from the Supplier by the transport company (Carrier). The absence of documents gives the Supplier the right to refuse to transfer the Goods until the authority of the transport company to receive the Goods is fully clarified, while all costs are paid by the Buyer.

4.9. Upon receipt of the Goods at the Supplier's warehouse, the Buyer must comply with the technical conditions and take into account the dimensions of the Goods and vehicles. If it is impossible to receive the Goods for reasons beyond the control of the Supplier, the downtime of the vehicle, as well as the storage time of the Goods are paid by the Buyer (storage in the Supplier's warehouse - at the rate of 50 (Fifty) rubles 00 kopecks per day for 1 cubic meter of the Goods. This condition does not apply in case of untimely shipment not exceeding 3 working days from the agreed shipment date.

4.10. If the Buyer returns the defective Goods, he is obliged to provide the Supplier with an application for a return indicating the reason for the return, a TORG-12 / UPD return invoice and an invoice. Lack of documents is the basis for refusal to accept the returned Goods from the Buyer.

4.11. If the Buyer evades to accept all or part of invoices (including corrective ones) and other documents for the delivered Goods, as well as transport documents confirming the delivery of the Goods (upon delivery of the Goods by the Supplier), the latter are considered accepted, and the Goods payable on the date the Supplier sends these documents by mail to the Buyer's address specified in Chapter 12 of this Agreement. The risk of not receiving these documents by mail lies with the Buyer.

5. Liability of the Parties

5.1. In cases of non-fulfillment or improper fulfillment of their obligations under this Agreement, the Parties shall be liable in accordance with the terms of this Agreement and in accordance with the current legislation of the Russian Federation.

5.2. In case of violation by the Supplier of the delivery time, the Buyer has the right to demand payment of interest in the amount of 0.1% of the price of the paid but not delivered Goods for each day of the violation of delivery, but not more than 10% of the total amount of delivery.

5.3. In case of violation by the Buyer of the payment deadlines, the Supplier has the right to demand payment of interest in the amount of 0.1% of the value of the Goods to be delivered for each day of violation of the payment deadline, but not more than 10% of the total amount payable.

5.4. Payment of penalties and fines does not relieve the Parties from fulfilling their obligations under this Agreement.

5.5. The Parties agreed that any advances, prepayments, deferrals, and installments under this Agreement are not a commercial loan within the meaning of Art. 823 of the Civil Code of the Russian Federation and do not give the creditor the right to the corresponding monetary obligation and do not act as grounds for calculating and charging interest for the use of monetary funds on the terms and in the manner provided for in Art. 317.1 of the Civil Code of the Russian Federation.

6. Quality Assurance of the Goods

6.1. The Supplier guarantees the compliance of the Goods with the documentation transferred with the Goods.

6.2. The warranty period for the Goods is equal to the period declared by the manufacturer of the Goods in the documentation. The warranty does not cover quickly wearing parts and natural wear and tear, as well as damage resulting from improper or careless storage or transportation of the Goods. The Buyer has the right to make claims regarding hidden defects of the Goods during the warranty periods for the Goods, and if they are not established, in the manner and terms provided for by the current legislation of the Russian Federation. The warranty periods are calculated from the date of transfer of the Goods to the End Consumer.

6.3. The Goods must have packaging that ensures the safety of the Goods during transportation and storage.

7. Circumstances of Force Majeure

7.1. The parties are released from liability for non-fulfillment or improper fulfillment of their obligations under this Agreement, if it happened due to force majeure, that is, extraordinary and unavoidable circumstances.

7.2. The Parties referred to force majeure circumstances in particular the following circumstances: flood, earthquake, hurricane, tornado, fire and other natural disasters, military actions and civil unrest, changes in the current legislation of the Russian Federation, preventing the Parties from fulfilling their obligations under this Agreement.

7.3. The Party for which it became impossible to fulfill obligations under this Agreement, as well as when such obligations have ceased, is obliged immediately, but no later than 7 (seven) banking days from the beginning of such circumstances, to notify the other Party about it. Untimely notification of force majeure circumstances deprives the relevant Party of the right to refer to them in the future.

7.4. From the date of the beginning of the force majeure circumstances and subject to the notification of the other Party, the deadlines for the Parties to fulfill their obligations under this Agreement are postponed for the duration of such circumstances and the elimination of their consequences.

8. Confidentiality

8.1. The Parties undertake to maintain confidentiality, both in relation to obligations under this agreement, and in relation to business correspondence related to the fulfillment of obligations under this agreement, which, according to the current legislation of the Russian Federation, are classified as commercial secrets.

8.2. The Parties are obliged to take all measures to prevent full disclosure of confidential information without the written consent of the Parties.

9. Settlement of Disputes

9.1. In the event of disputes and disagreements, the Parties shall take all measures to resolve them through friendly negotiations. If the Parties fail to resolve the dispute through negotiations, the subject of the dispute may be referred for consideration to the Arbitration Court at the location of the Supplier.

The claim can be sent by e-mail specified in chapter 12 of this Agreement.

9.2. The Party has the right to go to court after 30 (thirty) calendar days from the date the claim is sent to the other Party.

Evasion of one of the Parties from receiving a claim and not providing an answer to it does not deprive the Parties of the right to go to court for the protection of violated rights after 30 (thirty) calendar days from the date indicated on the envelope of the letter containing the claim confirming the date of its sending to the other Party.

10. Anti-corruption Clause

10.1. When fulfilling their obligations under this Agreement, the Parties, their affiliates, employees or intermediaries do not pay, do not offer to pay, and do not allow the payment of any monetary funds or values, directly or indirectly, to any

persons, in order to influence the actions or decisions of these persons in order to obtain any unlawful advantages or other unlawful purposes.

10.2. When fulfilling their obligations under this Agreement, the Parties, their affiliates, employees or intermediaries do not perform actions qualified by the legislation applicable for the purposes of this Agreement, such as giving / receiving a bribe, commercial bribery, as well as actions that violate the requirements of applicable legislation and international acts on counteracting the legalization (laundering) of proceeds from crime.

If a Party suspects that a violation of any of the provisions of this Article has occurred or may occur, the Party concerned undertakes to notify the other Party in writing. After written notification, the relevant Party has the right to suspend the fulfillment of obligations under this Agreement until confirmation that the violation has not occurred or will not occur. This confirmation must be sent within ten business days from the date of the written notice.

In a written notification, the Party is obliged to refer to facts or provide materials that reliably confirm or give reason to believe that a violation of any provisions of this Article by the counterparty, its affiliates, employees or intermediaries has occurred or may occur, expressed in actions qualified by applicable law as giving or receiving a bribe, commercial bribery, as well as actions that violate the requirements of applicable law and international acts on combating money laundering.

11. Final Provisions

11.1. This Agreement comes into force from the date indicated in the Invoice for payment and is valid until the full fulfillment of the obligations assumed by the Parties.

11.2. The Supplier has the right, at its discretion, to unilaterally make changes and/or additions to the terms of this Agreement, and the Buyer undertakes to independently monitor and receive information about such changes and/or additions and undertakes obligations effective from the date of their publication by the Supplier on the website: <https://hor-horeca.ru/>. The Supplier does not notify the Buyer personally about the changes made to this agreement. The Buyer bears the risks of untimely familiarization with the current version of this agreement and the lack of information about changes/additions. If the Buyer fails to fulfill his obligations under this agreement, the Supplier has the right to unilaterally terminate this Agreement.

The terms of clause 2.8 of this Agreement are essential and, if they are not observed, the Supplier has the right to terminate this Agreement unilaterally without written notice to the Buyer.

11.3. This Agreement may be terminated unilaterally out of court at the initiative of the Buyer, if the Supplier violates the deadline for transferring the Goods to the Buyer for more than 20 (twenty) calendar days. In this case, this Agreement is considered terminated on the date specified in the Buyer's notice of termination of this Agreement.

11.4. By paying the Invoice for payment, the Buyer declares his intention to join this Agreement, posted on the Internet site <https://hor-horeca.ru/dokumenty> and agrees that he becomes a party to the agreement and assumes all rights and obligations specified in it.

11.5. Each of the Parties is obliged, within 10 (ten) calendar days, to notify the opposite Party in writing about all significant changes: about a change in its location, mailing address, bank details; on the decision taken on liquidation or reorganization; change of the executive body, etc. Otherwise, the guilty Party must compensate the other Party for all losses that would be caused by the latter lack of such information.

11.6. Guided by Art. 431.2 of the Civil Code of the Russian Federation, the Buyer confirms that he is tax-registered, registered in the Unified State Register of Legal Entities, is a bona fide taxpayer, fulfills all obligations of a taxpayer established by the Tax Code of the Russian Federation in a timely manner and in full, and is also not a debtor on payments to be paid to the budget.

11.7. Before signing this contract, the Buyer guarantees to transfer to the Supplier duly certified copies of the following documents:

- the Charter;
- decision / protocol on the establishment of the company;
- decision / protocol on the appointment of the current manager of the Buyer;

- order on the appointment of the head of the Buyer;
- power of attorney for the person signing this agreement (if it is not signed by the Buyer's manager);
- certificate of state registration of a legal entity (OGRN) or an individual entrepreneur (OGRNIP), when registering after 01.01.2017 - a record sheet for the Unified State Register of Legal Entities / EGRIP;
- certificate of registration with the tax authority (TIN);
- extracts from the Unified State Register of Legal Entities;
- financial statements for the last tax period;
- other documents of title at the request of the Supplier.

11.8. The Buyer represents and warrants to the Supplier that:

(a) if the Buyer is a legal entity:

- he is a legal entity, properly created and acting in accordance with the legislation of the country of registration (creation) of the legal entity;
- the representative signing this Agreement on his behalf or additional agreements (annexes) to him on his behalf has all the necessary powers to do so;
- the obligations established in this Agreement are valid, legal for him and in case of non-performance can be enforced;
- the conclusion of this Agreement does not violate any of its obligations to third parties;
- he has received all the necessary corporate approvals from the governing bodies required for the conclusion of this Agreement;
- he will reflect in accounting / tax accounting and reporting all operations related to the conclusion, execution, modification and / or termination of this Agreement;
- acceptance and fulfillment of obligations under this Agreement does not entail a violation of any of the provisions of the constituent documents, corporate agreement or internal acts of the Party;
- he possesses all the necessary permits, licenses and certificates required to conduct the activities provided for by this Agreement;
- he is solvent, including, but not limited to, is able to properly fulfill its obligations under this Agreement;
- there is no initiated bankruptcy case against the Buyer, including procedures for supervision, financial rehabilitation, external management, bankruptcy proceedings, there is no information about the fact that the creditor of the Party or the intention of the creditor of the Party or the Party itself to file an application against the Party for declaring it bankrupt.

(b) if the Buyer is an individual:

- he/she is a capable citizen in accordance with the legislation of the Russian Federation and the country of citizenship;
- he/she is in his right mind and sober memory, is not registered with a neuropsychiatric, narcological dispensary, or other organizations of this kind, is able to independently make decisions and dispose of entrusted/owned funds;
- he/she is in full health, not sick with an incurable disease;
- he/she possesses all the necessary permissions, if any, to conclude a transaction under this Agreement;
- he/she is solvent and wealthy, including, but not limited to, is able to properly fulfill its obligations under this Agreement;
- there is no initiated bankruptcy case against the Buyer, including monitoring procedures, financial rehabilitation, external management, bankruptcy proceedings, there is no information about the fact that the creditor has filed the Buyer or the intention of the creditor of the Buyer or the Buyer himself to file an application against the Buyer for declaring him bankrupt.

11.9. Words used in singular in this Agreement include the plural.

11.10. The headings of the articles and Appendices of this Agreement are provided solely for ease of reading and should not be used to interpret the content of this Agreement.

11.11. Any reference to an article or Appendix means a link to the corresponding article or Appendix to this Agreement.

11.12. References in this Agreement to the Supplier and the Buyer also mean officials, employees, representatives, successors, and authorized persons of these Parties.

11.13. The relationship of the Parties not regulated by this Agreement is governed by the current legislation of the Russian Federation.

11.14. Neither Party has the right to transfer its obligations to a third party without the written consent of the other Party under this Agreement.

11.15. All electronic correspondence (by e-mail, WhatsApp, Viber, etc.) between the Parties as part of the fulfillment of obligations under this agreement is legally binding on a par with documents drawn up on paper and certified by authorized representatives of the Parties and certified by their seals, and also have the evidentiary base in the courts when proving the legal position built by the Party in the case.

The parties independently bear the risk of not receiving documents sent to him by the other party under this Agreement by fax, e-mail or using other means, in accordance with which electronic correspondence between the parties under this agreement takes place.

12. Address and details of the Supplier

Limited Liability Company RBR trade
Legal address: 105066, Moscow, Staraya Basmanaya st., 38/2, building 1, attic floor, office II, room 9 Location: 105066, Moscow, Staraya Basmanaya st., 38/2, building 1, attic floor, office II, room 9 OGRN 1187746851137 INN/KPP 9701122645/770101001 Settlement account No. 40702810711020063389 in the MOSCOW BRANCH OF PJSC KB VOSTOCHNY Correspondent account No. 30101810945250000682 BIK 044525682 Email: office@hor-horeca.ru

SAMPLE FORM
APPLICATION

No.	Product (article)	Amount	Price	Delivery terms

Buyer

SAMPLE FORM OF THE INVOICE FOR PAYMENT

By paying this Invoice for payment – Application for joining (hereinafter referred to as the Invoice for payment), the Buyer declares his intention to join the Agreement for the supply of goods posted on the Internet site <https://hor-horeca.ru/dokumenty> (hereinafter referred to as Agreement) and agrees that he becomes a party to the Agreement and assumes all the rights and obligations specified in it.

Supplier: **RBR TRADE LLC, INN 9701122645, KPP 770101001, 105066, Moscow, Basmannaya Star. street, building 38/2, building 1**

Buyer:

1. In accordance with this Invoice for payment, the Supplier undertakes to deliver, and the Buyer undertakes to accept and pay for the following goods:

No.	Article	Goods (works, services)	Amount	Price	VAT rate	VAT amount	Amount
1				pieces		20%	

- Net weight 0 kg

- Gross weight ____ kg

- Volume ____ m3

Total:
Incl. VAT(20%):
Total inc.
VAT:

Total items ____

2. The total amount of this Invoice for payment is _____ (_____ thousand) rubles 00 kopecks, **incl. VAT (00%) ____ RUB 00 kopecks**

3. Delivery is carried out within ____ (____) banking days from the date of payment of this Invoice.

4. The Buyer pays 100% (one hundred percent) of the cost of the Goods, which is ____ (____) rubles 00 kopecks, incl. VAT, within ____ (____) banking days of the date of this Invoice.

5. The Goods are shipped by _____

6. The date of entry into force of the Agreement is the date of this Invoice for payment.

7. The warranty period for the Goods is equal to the period declared by the manufacturer of the Goods in the documentation. The warranty does not cover quickly wearing parts and natural wear and tear, as well as damage resulting from improper or careless storage or transportation of the Goods. The Buyer has the right to make claims regarding hidden defects of the Goods during the warranty periods for the Goods, and if they are not established, in the manner and terms provided for by the current legislation of the Russian Federation. The warranty periods are calculated from the date of transfer of the Goods to the End Buyer.

8. By paying this Invoice for payment, the Buyer confirms that he has read the Agreement in the version valid on the date of this Invoice for payment and expresses his full and unconditional agreement with all the provisions of the Agreement, and also agrees with the Supplier's right to unilaterally make changes and/or additions to the Agreement and undertakes to independently monitor and receive information about such changes and/or additions and assume obligations effective from the date of their publication by the Supplier on the Internet site <https://hor-horeca.ru/dokumenty>. The Supplier does not notify the Buyer personally about the changes made to the Agreement. The risks of untimely acquaintance with the current version of the Agreement and the lack of information about changes/additions are borne by the Buyer.

General director

Chief accountant
