

SUPPLY CONTRACT №

Vitebsk

«__»_____ 2026

Vitebsk republican unitary enterprise of electric power "Vitebskenergo" (RUE «Vitebskenergo», hereinafter referred to as the "BUYER", represented by _____, acting on the basis of _____, and _____, hereinafter referred to as the "SUPPLIER", represented by _____, hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY," have concluded this Contract (hereinafter referred to as the "Contract") regarding the following:

1. Subject of the Contract

1.1. The SUPPLIER undertakes to:

1.1.1. Supply to the Buyer a set of 4th-generation winter energy-saving greenhouses designed for growing vegetable crops (cucumbers, tomatoes, peppers) under intensive artificial lighting conditions on a year-round basis (hereinafter referred to as the "Product") for the project: « Construction of a building for specialized crop production, energy-efficient winter greenhouses, in the settlement of Chernoruchye-1, Polotsk District» (hereinafter referred to as the «Project»), with an area of 17.59 hectares in the Vesna-energo branch of the RUE «Vitebskenergo», meeting the «technological requirements» of the BUYER according to Annex 1 « Procurement technical specification for the set of 4th-generation winter energy-saving greenhouses designed for growing vegetable crops (cucumbers, tomatoes, peppers) under intensive artificial lighting conditions on a year-round basis» to the tender documentation.

1.1.2. To ensure that the supplied Product operates as a single, interconnected technological complex with automated (computer-based) control of all technological processes, including those related to analyzing and automatically maintaining the microclimate necessary for growing agricultural crops at all stages of production, movement, accounting for finished goods, automated analysis of the compliance of the microclimate and crop nutrition regimes with the specified values, indicating the actual values, and recording deviations if any are present.

To provide all the software which must be fully in Russian language and ensure the operation of the entire greenhouse complex according to the cultivated crop.

1.1.3. To perform the following services:

- supervision of installation and commissioning and commissioning of all systems of each phase;
- training of the BUYER'S staff to operate with the supplied equipment.

The procedure and conditions for the performance of the services providing are set out in item 8 of this Contract.

1.1.4. To ensure that authorized representatives of the SUPPLIER, including the head of the installation and commissioning team, are present at the construction site for the entire construction period, in an amount of at least 2 persons (if necessary, presence of translator) before signing the act of acceptance of the construction object, including construction lines, launch complexes, completed construction, into operation to ensure control over the delivery of Product (accounting, acceptance, verification of completeness, completeness of

delivery, transfer to installation, etc.), supervision during the installation of the delivered Product of the BUYER's contractor on the specifics of installation, coordination and organization of the work of installation and commissioning specialists.

1.1.5. To provide the BUYER with declarations of conformity, certificates of conformity or permits for the use of the Product or its individual parts in the Republic of Belarus (if necessary in accordance with the legislation of the Republic of Belarus).

1.1.6. To prepare and submit to the BUYER the technical data for the supplied Product within 15 days from the date of conclusion of the Contract, such data is being necessary for the development of the construction design by a design organization selected by the BUYER, and will also provide the necessary assistance to the design organization in resolving issues related to the design (if they arise). If the source data will not provided within the specified period, the BUYER has the right to unilaterally cancel the Contract by notifying the SUPPLIER in written form, without compensation for the SUPPLIER's losses.

1.2. The BUYER undertakes to:

1.2.1. To accept and pay for the Product under the terms of this Contract;

1.2.2. To accept and pay for the results of the Services performed under the terms of this Contract.

1.3. All the taxes and duties, bank charges, customs and clearance payments arising from the Contract in the BUYER's country in relation to the Contract are at the BUYER's expense, and all the expenses outside the BUYER's country are at the expense of the SUPPLIER.

2. Delivery OF PRODUCT

2.1. The Product is delivered by the SUPPLIER's transport to the BUYER's warehouse, on the terms of DAP/DDP (Incoterms 2010) (to be specified based on the result of the competition). Transportation costs are included in the price of the Product. Delivery location is Republic of Belarus, Vitebsk region, Polotsk District, village of Chernoruchye -1, Vesna-energo branch of the RUE «Vitebskenenergo», 211413.

2.2. The Product is delivered in batches. Each batch of the Product must contain a sufficient volume of the Product required for the construction of each stage of the Project, including:

2.2.1. I-st phase of the Project's construction is a necessary part of the set of winter energy-saving greenhouses for a construction area of 4 hectares, including a seedling department with an integrated boiler room. The delivery term is till October 1, 2027.

2.2.2. II-nd phase of the Project's construction is a necessary part of the set of winter energy-saving greenhouses for a construction area of 6 hectares. The delivery term is till January 1, 2028.

2.2.3. III-rd phase of the Project's construction is a necessary part of the set of winter energy-saving greenhouses for a construction area of 7,59 hectares. The delivery term is till April 1, 2028.

2.3. Upon the written agreement with the BUYER, the delivery of the Product (individual batches of Product) in accordance with clause 2.2. of this Contract is possible ahead of schedule.

2.4. The detailed technical specification of the delivered Product is given in Annex № 2 to this Contract.

2.5. The Product to be delivered must have the following accompanying documents (for non-residents of the Republic of Belarus):

2.5.1. An invoice in English and Russian language with the signature and seal of the SUPPLIER, in the form agreed by the PARTIES – original 4 copies;

2.5.2. A packing list with the signature and seal of the SUPPLIER – original 4 copies;

2.5.3. CMR waybill (railway waybill or air waybill, etc.) with the signature and seal of the SUPPLIER or shipper, including:

- original CMR waybill - 2 copies;

- a copy of the original CMR waybill, certified by the signature and seal of the SUPPLIER - 2 copies.;

- translation of the original CMR waybill into Russian language with the signature and seal of the SUPPLIER - 2 copies.

2.5.4. The quality certificate of the manufacturer of the Product in Russian language, issued and signed by the manufacturer of the Product and stamped by the manufacturer of the Product – the original 2 copies.

A certificate of origin that meets the requirements specified in the Customs Code of the Eurasian Economic Union, including:

- original certificate of origin - 1 copy;

- translation of the certificate of origin into Russian language with the signature and seal of the SUPPLIER - 1 copy.

2.5.5. An invoice indicating for each position: the country of origin, HS code, price, net weight – 2 copies.

2.5.6. Consignment note – 2 copies.

2.5.7. Technical description of imported Product in Russian language– 1 copy;

2.5.8. The original or a duly certified copy of the certificate (declaration) of conformity of the Product to the technical regulations of the Customs Union. The documents specified in item 2.5. are provided by the SUPPLIER to the BUYER at least 3 (three) days before the shipment of the Product or its individual parts by the SUPPLIER. Without providing the documents specified in item 2.5. of the Contract, the shipment of the Product or its individual parts is **prohibited**.

2.5.9. To confirm the validity of applying the zero VAT rate in the country of export (specify the country: Russian Federation, Republic of Kazakhstan, Republic of Armenia, Kyrgyz Republic) for delivering the goods to the Republic of Belarus, the BUYER undertakes:

- to submit to the tax authorities at the place of registration an application for the import of goods and payment of indirect taxes in accordance with the prescribed form **in electronic form with an electronic (electronic-digital) signature**, as well as other documents necessary to confirm the import of Product;

- after receiving the electronic confirmation from the tax authority, send to the SUPPLIER a notification of acceptance of the application and an application for importation of Product and payment of indirect taxes in electronic form within 90 (ninety) calendar days from the date of receipt of the Product.

The date of submission of documents to the SUPPLIER is the date of dispatch of the notification of acceptance of the application and the application for the importation of Product and payment of indirect taxes in electronic form.

2.5. The supplied Product must be accompanied by the following documents (for a resident of the Republic of Belarus):

- consignment note;

- documentation for installation, maintenance and operation of the Product in Russian language;

- information about the precious metal content;

- packing list;

- certificate of origin of goods;

- TR CU certificate of conformity for goods (equipment).

- certificate (declaration) of conformity of building materials and products used for the construction of buildings and structures in the territory of the Republic of Belarus technical Regulations of the Republic of Belarus "About the safety of building materials and products" TR 2025/013/BY, (other certificates (declarations) in accordance with the established requirements of the legislation of the Republic of Belarus);

- Technical description of the imported Product in Russian language – 1 copy.

2.5.1. For each delivery under this Contract, the SUPPLIER shall issue an electronic invoice using the Electronic Invoice Portal no later than the 10th following the reporting date. The code for issuing the e-invoice is 9001.

2.6. Procedure for importing Product into the territory of the Republic of Belarus (for a SUPPLIER that is not a resident of the Republic of Belarus):

2.6.1. The BUYER acts as the declarant for the Product imported by the SUPPLIER. To perform the functions of the declarant, the BUYER engages a customs representative to carry out customs operations regarding the imported Product within the framework of the Contract.

The PARTIES understand the term "declarant" to mean the term "declarant" as defined in Article 2 of the Customs Code of the Eurasian Economic Union.

2.6.2. In the documents accompanying the delivered Product, the shipper indicates the BUYER as the recipient.

2.6.3. To ensure that incoming Product is declared with a single code, in accordance with the commodity nomenclature of foreign economic activity of the Eurasian Economic Union (hereinafter referred to as HS code EEU), delivery must be carried out in batches containing at least one complete unit (node, installation, etc.) specified in a separate entry in Annex № 1 of the Contract. Such units (assemblies, installations, etc.) must be supplied on a single invoice and can be either assembled or disassembled.

2.6.4. For non-residents of the Republic of Belarus. To enable the BUYER to fulfill its obligations as the declarant, the SUPPLIER shall provide the BUYER with the documents required for the customs declaration of the imported Product, in accordance with the requirements of the customs authorities and Item 2.5 of this Contract.

2.6.5. No later than three business days prior to the shipment of the Product by sea, air, road, or rail from the territory of the country of manufacture, the SUPPLIER shall notify the BUYER and the customs representative in written form about the impending shipment via the email and/or fax numbers specified by the BUYER, for the purpose of preliminary coordination, determination of the code in accordance with the HS code EEU (Commodity Nomenclature of Foreign Economic Activity of the Eurasian Economic Union), and application of tariff and non-tariff regulatory measures.

The SUPPLIER also indicates the name, quantity, weight and dimensions of the shipped Product, and also submits the following documents (or copies thereof) for it:

- the waybill for the Product (CMR waybill, railway waybill or air waybill, etc.);
- invoice, bill of lading;
- certificate of origin;

- copies of certificates issued to the manufacturer by official quality control institutions or other competent departments confirming the possibility of high-quality manufacturing of the goods being the subject of purchase, ISO 9001;

- packing list;

- technical description of the imported Product;

- confirmation of the warranty period for the product and its service life, specified in the technical data sheet for the equipment;

– technical data sheet for the equipment indicating the content of precious metals (if there are precious metals);

- installation, operation and repair instruction manual in Russian language.

If necessary, the SUPPLIER shall provide additional information (technical specifications of the Product, drawings, photographs, data about the manufacturer, etc.) at the request of the BUYER or the customs representative. If necessary, the SUPPLIER shall arrange the translation of such documents into Russian language at his own expense by the request of customs authorities.

The BUYER shall additionally notify the SUPPLIER in written form about the customs representative's details (name, email addresses, and fax numbers).

The SUPPLIER shall not transport the Product across the state border of the Republic of Belarus without prior official written agreement with the BUYER regarding the HS codes EEU for the imported Product (via e-mail or fax). In case of crossing the state border of the Republic of Belarus by the imported Product by the SUPPLIER independently, without prior coordination of the HS codes with the BUYER, in cases where customs duties are paid by the BUYER as a result, the SUPPLIER reimburses such costs in full to the BUYER's current account in the currency of the Contract.

The SUPPLIER has the right to independently submit documents for the shipment of Product to the customs authorities for the preliminary determination of HS codes EEU.

2.6.6. After arrival of the Product into the territory of the Republic of Belarus, the SUPPLIER must deliver them to the customs clearance point (hereinafter referred to as the CCP) of the Vitebsk Customs—CCP "Polotsk-Steklovolokno" (№07242), located at 30/6 Stroitel'naya Str., Polotsk, Vitebsk Region, Republic of Belarus—for the completion of the customs transit procedure and customs clearance, in accordance with the regulatory legal acts of the Eurasian Economic Union and the requirements of the customs legislation of the Republic of Belarus.

After completion of the customs transit procedure, the Product is delivered by the SUPPLIER to the temporary customs control zone of the BUYER, or to a temporary storage warehouse for customs declaration.

The SUPPLIER officially notifies the BUYER and the customs representative in written form, by e-mail and fax specified by the BUYER, about the date and approximate time of arrival of the Product at the temporary storage warehouse of Vitebsk Customs "Polotsk-Beltamozhservice" №07242 no later than one day before arrival.

2.6.7. Before submitting the Product declaration to the customs authorities, the SUPPLIER, at the request of the BUYER or the customs representative, must submit the documents required for customs purposes and/or their certified copies in any convenient way.

The SUPPLIER provides these documents to the BUYER no later than the Product is placed in the temporary customs control zone of the BUYER or in a temporary storage warehouse.

If the customs authorities request additional documents and (or) information after submitting the Product declaration, such documents and (or) information must be submitted by the SUPPLIER within one business day, from the moment the relevant request is made by the customs authorities.

The documents are certified by the signature of an authorized person and the seal of the SUPPLIER.

The SUPPLIER is obliged, if necessary, in accordance with the current legislation of the Republic of Belarus, to notarize the documents.

The SUPPLIER is obliged, if necessary, to translate these documents into Russian language at the request of the customs authorities.

2.6.8. The BUYER, acting as a declarant, is not responsible for the quantity, quality and completeness of the delivered Product. The SUPPLIER is responsible for the quantity, quality and completeness of the delivered Product.

2.6.9. The right of ownership and responsibility for the safety of the Product, in respect of which the BUYER will act as a declarant, remain with the SUPPLIER until the moment the Product is transferred to the BUYER in accordance with item 2.1. of this Contract.

2.6.10. The SUPPLIER is not entitled to use the Product for any purpose until the customs authority has received permission to release the Product under the "Release for Domestic Consumption" customs procedure or other permission from the customs authority.

The SUPPLIER is responsible for violations of the provisions of this item of the Contract in accordance with the legislation of the Republic of Belarus and the Eurasian Economic Union.

2.6.11. In cases of imposition of administrative penalties on the BUYER by the authorized body of the Republic of Belarus, application of economic sanctions to the BUYER for a customs offense, as well as collection of taxes and customs duties upon declaration of Product by the BUYER due to the provision of false documents and other information by the SUPPLIER to the BUYER, or failure or late submission of documents and information in accordance with item 2.5. (for non-residents of the Republic of Belarus Belarus) of the Contract, or the SUPPLIER's use of the Product in violation of item 2.6.10. the SUPPLIER reimburses the BUYER within five days for the amount of the collected payments (penalties) on the basis of an invoice issued by the BUYER, accompanied by a copy of the administrative offense resolution, other decisions of authorized state bodies, and a payment document confirming their execution.

The BUYER's expenses are reimbursed in the contract currency calculated at the exchange rate of the National Bank of the Republic of Belarus on the date of the invoice issued by the BUYER.

2.7. If the name of the Product does not comply with the terms of the Contract, the BUYER has the right to refuse to accept and pay for the Product, and if it has already been paid, to demand a refund of the amounts paid or replacement of the Product, as well as reimbursement of the costs incurred in this regard.

In case of delivery of low-quality Product, the defects of which can be eliminated on the spot, the SUPPLIER is obliged, at the request of the BUYER, to eliminate these defects within 20 days after receiving the BUYER's request. If it is impossible to eliminate the defects on site, the SUPPLIER is obliged to replace the substandard Product within the time limits agreed by the PARTIES, with compensation to the BUYER for the incurred costs.

2.8. The SUPPLIER guarantees that the supplied Product is not sold to anyone, is not mortgaged, is not in dispute or under a ban (arrest), and no third parties have rights to the supplied Product.

2.9. The SUPPLIER transfers the Product to the BUYER by signing international consignment notes (CMR) by the BUYER (for non-residents of the Republic of Belarus), waybills (railway waybills, air waybills) signed by the SUPPLIER (shipper) for the delivered Product that passed customs clearance (for residents of the Republic of Belarus) waybills and delivered to the place of delivery (delivery point) subject to the following conditions:

2.9.1. The goods delivered to the place of delivery (delivery point) are accepted by the BUYER with the participation of an authorized representative (representatives) THE SUPPLIER in original, shipping or other packaging, with verification of compliance with the data indicated on the package (gross/net weight, overall dimensions, box number, sender's

data, contract number and date, etc.) without opening the package. Provided that the data indicated on the package matches the data indicated in the accompanying document, CMR waybill (railway waybill, air waybill, etc.), invoice, waybill signed by the SUPPLIER and sealed by him, the BUYER signs the CMR waybill, waybill (waybill, railway waybill, air waybill, etc.).

2.9.2. Packaging is non-refundable and must ensure the safety of the Goods during transportation, loading and unloading and storage. If there is plastic, glass, paper or cardboard in the package, the SUPPLIER undertakes to inform the Buyer about it, indicating the weight of such packaging for the purpose of paying environmental tax on the territory of the Republic of Belarus. Information about tare is drawn up in accordance with Annex № 4 to the Contract.

The Buyer undertakes to pay this environmental tax himself in accordance with the requirements of the legislation of the Republic of Belarus.

2.9.3. If the Product arrives in accordance with item 2.9.1. of the Contract in a broken package, the BUYER draws up an ACT describing the packaging violation and, together with the SUPPLIER's representative, checks the quantity and quality of the required package contents with the packing list and reflects the results in the act drawn up by the BUYER in the presence of the SUPPLIER's representative and signed by both representatives of the PARTIES.

2.9.4. The BUYER is further responsible for the safety of the Contract accepted in accordance with items 2.9.1. and 2.9.3.

2.9.5. Upon acceptance of the Product pursuant to Item 2.9.3 of the Contract and in the event that a shortage (or damage to the Product or a part thereof) is discovered, the SUPPLIER shall bear all costs associated with the replacement of the Product and shall reimburse the BUYER for all expenses actually incurred by the BUYER in connection with the replacement of the Product, including customs, tax, transportation, and other expenses.

2.9.6. The unloading of the Product at the BUYER's warehouse shall be performed using the BUYER's own staff and equipment and at the BUYER's expense, in the presence of an authorized representative (or representatives) of the SUPPLIER.

2.10. Upon accepting the Product in accordance with the terms of Item 2.9, the BUYER shall ensure only the preservation of the Product and transfer them to a [contractor](#) for installation, subject to the following conditions:

2.10.1. In accordance with the progress of the installation work, the transfer of Product for the performance of these works can be carried out in separate batches or the entire volume of the received Product can be transferred at once.

2.10.2. Transfer of the Product according to item 2.10.1. of the Contract is executed by the BUYER in the presence of an authorized representative(s) of SUPPLIER after checking the integrity of the package, the accepted Product in accordance with item 2.9.1. or in accordance with the requirements set out in clause 2.9.3. opening the package, checking the quantity and quality of the required package contents with the packing list according to the specification of the Product in this package, reflecting the results in the Act drawn up by the Parties.

2.10.3. В случае обнаружения недокомплекта (повреждения Товара или его части) несоответствия вложенной в упаковку спецификации фактическому наличию Товара или иных отклонений ПОСТАВЩИК производит устранение выявленных замечаний за свой счет в согласованные Сторонами сроки. В этом случае ПОСТАВЩИК несет все расходы, связанные с заменой Товара, или возмещает Покупателю все фактически понесенные им расходы, связанные с заменой Товара (если такие будут иметь место) связанные с устранением отмеченных нарушений,

включая таможенные, налоговые, транспортные и иные расходы. In case of detection of an incomplete package (damage to the Product or part of it), inconsistency of the specification enclosed in the package with the actual availability of the Product or other deviations, the SUPPLIER shall eliminate the identified comments at its own expense within the time limits agreed by the Parties. In this case, the SUPPLIER shall bear all costs associated with the replacement of the Product, or reimburse the Buyer for all costs actually incurred by him related to the replacement of the Product (if any) related to the elimination of the noted violations, including customs, tax, transportation and other expenses.

2.10.4. The timeframe for the SUPPLIER to rectify the deficiencies identified pursuant to Item 2.10.3 of the Contract shall not exceed 30 (thirty) calendar days from the date the Parties execute the Act in accordance with Item 2.10.2 of the Contract.

2.10.5. The warranty period is extended by the duration during which the Product could not be used due to defects discovered therein. In the event of a replacement of the Product entirety, the warranty period shall be calculated anew from the date of replacement.

2.10.6. In case if the SUPPLIER's representative fails to appear at the construction site within 5 (five) working days of the BUYER's written notification requiring such attendance, the BUYER shall, at its own discretion and unilaterally, conduct an inspection and verification of the quantity and quality of the required package contents and draw up a claim report regarding any Product supplied that are defective, incomplete, damaged, or do not correspond to the packaging specifications. In this case, the drawn-up Act will be legally binding on the SUPPLIER and the latter is obliged to comply with the requirements specified in the complaint Statement.

In case of replacement of damaged, substandard (retrofitting incomplete) The SUPPLIER is obliged to bear all the costs of replacing the Product (including reimbursing the costs incurred by the BUYER), including customs, tax, transportation and other costs.

2.10.7. Передача Товара в соответствии с п.2.10.1. и 2.10.2. осуществляется с оформлением накладной между СТОРОНАМИ. Transfer of the Product in accordance with items 2.10.1 and 2.10.2. is carried out with the registration of a waybill between the PARTIES.

3. The source of financing.

The source of financing is the BUYER's own funds and credit resources.

4. Contract Price

4.1. The total price of the Contract is xx xxx xxx xxx.00 (amount in words) [currency] (in accordance with the acceptance, indicating whether VAT is included or excluded) and includes all costs of the SUPPLIER pursuant to Item 1.1 of the Contract, as well as insurance, taxes, fees, and other mandatory payments stipulated by the DAP/DDP term (Incoterms 2010).

4.2. The Contract Price is fixed. A change in the price is permitted only in cases provided by the legislation of the Republic of Belarus.

4.3. The cost of the supplied set of winter energy-saving greenhouses is XXX XXX [currency].

4.4. The cost of supervision installation is xxx xxx [currency].

4.5. 4.5. The cost of supervising commissioning is xxx xxx currency.

4.6. The cost of training the Buyer's staff to operate with the supplied Product is xx xxx [currency].

5. Payment procedure

5.1. The currency of payment under the Contract is according to the acceptance.

5.2. Payment terms:

5.2.1. Type of settlement: non-cash; form of settlement: payment order; settlement procedure: via the BUYER's settlement account.

An option without advance payment:

Payment upon delivery of each batch of Product for a total amount not exceeding xx xxx (amount in words) currency with / without VAT (indicated according to acceptance), which is 90% of the total price of the Product (in case the absence of advance payment) is made upon delivery of each batch of Product to the BUYER's warehouse with a deferred payment of at least 30 calendar days from the date of delivery of the batch of Product to the BUYER's warehouse.

5.2.2. Payment of 10% of the cost of the delivered Product or a batch of Product for a specific construction stage, which is xxx xxx xxx currency with / without VAT (indicated according to the acceptance) is made upon delivery of the Product in full with a deferred payment of 30 (thirty) calendar days after the Buyer signs the Acceptance Certificate for the construction site or construction phases, launch complexes, completed construction in accordance with the procedure established by law.

5.2.3. Payment of 100% of the cost of services rendered—specifically supervision of installation, supervision of commissioning, and staff training, amounting to xxx xxx xxx [currency] (inclusive/exclusive of VAT, as specified upon acceptance)—shall be made with a deferral of 30 (thirty) calendar days from the date of signing of the relevant certificate of services rendered by both PARTIES.

An option with advance payment:

5.2.1. The BUYER shall make an advance payment for the Product in the amount of up to 30% of the total price of the Product—amounting to xxx xxx xxx [currency], inclusive/exclusive of VAT (as specified in the acceptance)—by bank transfer to the SUPPLIER's account specified in the section "PARTIES' BANK DETAILS" within 30 banking days following the SUPPLIER's submission of the following documents to the BUYER:

- a bank guarantee for the refund of the advance payment in the amount of xxx xxx (amount in words) [currency], issued in accordance with Item 7.8.1 of this Contract;
- a bank guarantee for the performance of the Contract in the amount of xxx xxx (amount in words) [currency], issued in accordance with Item 7.8.2 of this Contract;
- The SUPPLIER's invoice for payment of 30% of the Contract value is 1 original.

The date of the advance payment is considered to be the date of debit of monetary (foreign currency) funds from the BUYER's account. The BUYER provides the SUPPLIER with a SWIFT payment confirmation in any convenient way (e-mail, fax).

5.2.2. Payment upon delivery of each batch of Product, for a total amount not exceeding xx xxx (amount in words) currency with/ without VAT (indicated according to the acceptance), which is the difference between 90% of the cost of the Product and the amount of the advance payment paid for the Product, is made by the BUYER in favor of the SUPPLIER with a deferred payment of 30 (thirty) calendar days after delivery of the Product.

If the Product is not delivered within the time period stipulated by the Contract, the Supplier is obliged to return the advance payment for the amount of the outstanding advance to the Buyer no later than 20 (twenty) calendar days from the date of the start of the delay in delivery of the Product. The date of repayment of the advance payment is the date when funds are credited to the Buyer's checking account.

5.2.3. Payment of 10% of the cost of the delivered Product, which is xxx xxx xxx currency with / without VAT (indicated according to the acceptance) is made upon delivery

of the Product in full (volume) or a batch of Product for a specific construction phase with a deferred payment of 30 (thirty) calendar days after the Buyer signs the Acceptance Certificate for the construction site or construction phases, launch complexes, completed construction in accordance with the procedure established by law.

5.2.4. Payment of 100% of the cost of services rendered for the services provided for installation supervision, commissioning, staff training, which is xxx xxx xxx currency with / without VAT (indicated according to the acceptance) is carried out with a deferred payment of 30 (thirty) calendar days from the date of signing the relevant act of services rendered by the two PARTIES.

5.2.5. To exempt the Supplier from income tax payment in accordance with the Tax Code of the Republic of Belarus, the Supplier undertakes, following the signed contract, to provide the Buyer with the original (or a graphic image) of a document confirming its permanent residence in its country (certificate of tax residence) for the purpose of avoiding double taxation and preventing tax evasion regarding taxes on income and property. The certificate (original on paper) must be issued by the tax authority of the Supplier's country and/or have a notarized translation into Russian language. The certificate is submitted for a year and must be dated from the years in which the work is performed and the funds are transferred. If the certificate is not provided to the Buyer no later than 5 business days before the date of signing the act or transfer of payments, the Buyer, as a tax agent, withholds income tax from a foreign organization in the amount of 15% of the payment amount for the work performed by the Supplier under this Contract.

In this case, the refund of the withheld tax is carried out on the basis of the certificate of permanent location provided by the Supplier (original on paper or graphic image) and the Supplier's application for its refund within the time limits established by law.

6. Quality of the Product.

6.1. Delivered Product:

- must be new, unused, and manufactured no earlier than 2026;
- In terms of technical characteristics, it must comply with the technical specification specified in Annex № 1 to the Contract.

6.2. The quality of the Product must comply with the standards and technical documentation of the manufacturer.

Acceptance of the delivered Product is carried out in accordance with Resolution of the Council of Ministers of the Republic of Belarus dated September 3, 2008 № 1290 "On approval of the Regulations on acceptance of goods in terms of quantity and quality" and the terms of the Contract.

6.3. The SUPPLIER ensures the BUYER's participation in the technical inspection of the main delivered product (boiler, ...) at the manufacturing plants in accordance with Annex № 2 "Detailed specification of the supplied Product".

The number of Buyer's representatives participating in the inspection for each type of product should be no more than 3 people. The inspection program is agreed by the PARTIES.

6.4. The SUPPLIER shall notify the BUYER at least 20 (twenty) business days in advance of the start date of the inspection of the main product offered for the BUYER's participation.

The BUYER shall notify within 5 (five) business days about the date of arrival, the composition of representatives, or the refusal to participate in the inspection.

The SUPPLIER undertakes to provide visa support to the BUYER's specialists.

Transportation costs for the arrival of the BUYER's specialists to the manufacturer's country and back, and the accommodation of the BUYER's specialists are borne by the

BUYER (at the rate of no more than 3 specialists). The cost of meals, visas and medical insurance is borne by the BUYER.

The cost of delivering the BUYER's specialists in the manufacturer's country from the airport to the hotel, from the hotel to the manufacturer's factory and back is borne by the SUPPLIER.

The inspection program shall not exceed 2 (two) working days.

In case if the BUYER declines in written form to participate in the testing, or fails to appear for participation within 20 (twenty) business days of receiving the relevant notification from the SUPPLIER, the SUPPLIER shall have the right to conduct the inspection independently.

7. Warranty

7.1. Warranty period for the Product:

- for the greenhouse structural unit and the curtain system with a canvas is at least 5 years from the moment the greenhouse is put into operation;
- for the technological equipment of the greenhouse unit is at least 24 months from the moment the greenhouse is put into operation.

The date of commissioning of the greenhouse complex is the date of approval by the BUYER of the certificate of acceptance of the construction object, including construction stages, launch complexes, completed construction, reconstruction, modernization, technical modernization, repair and restoration work, in accordance with the Resolution of the Ministry of Architecture and Construction of the Republic of Belarus dated October 8, 2025 № 108 "On the establishment of forms of acts acceptance of facilities into operation, the warranty passport of the construction site, lists of documents submitted to the acceptance commission."

The SUPPLIER guarantees the proper quality of the delivered Product.

The warranty period for the components and parts of the Product is considered to be equal to the warranty period for the main Product, unless the SUPPLIER proves that the deviations in the quality of the Product arose as a result of the BUYER's violation of the rules of operation of the Product.

7.2. In case if a malfunction during the equipment's warranty period, the BUYER must notify the SUPPLIER in written form via fax or email. The SUPPLIER will attempt to resolve the issue remotely; if the problem is not resolved, a specialist will arrive within 72 hours. In this case, the SUPPLIER shall, at its own expense and within the shortest possible time agreed with the BUYER—but not exceeding 14 calendar days—remedy the defects or replace the defective equipment (or individual components). In case if equipment defects are remedied, the warranty period shall be extended by the duration during which the equipment was not used due to the discovered defects. At the SUPPLIER's request, defective equipment or parts thereof shall be returned to the SUPPLIER at the SUPPLIER's expense.

7.3. If, during the rectification of defects, it is determined that such defects arose or were caused through the fault of the BUYER, then all expenses incurred by the SUPPLIER shall be reimbursed by the BUYER pursuant to the decision of a commission jointly established by the PARTIES.

7.4. During the warranty period, the BUYER is obliged, at its own expense, to perform scheduled maintenance on the Product as specified by the equipment manufacturer, including the replacement of parts subject to normal wear and tear.

7.5. The SUPPLIER's warranty obligations and liability do not extend to:

7.5.1. defects caused by any attempt to modify or improve the Product not performed by the SUPPLIER;

7.5.2. defects caused by the BUYER's or third parties' failure to follow the equipment instruction manuals provided by the SUPPLIER, or by careless or intentional actions resulting to damage of the Product;

7.5.3. defects resulting from a force majeure event or caused by use of the Product for purposes other than those intended;

7.8. Bank guarantees.

7.8.1. Bank guarantee for the return of the advance payment (in case of a prepayment).

Within 15 (fifteen) calendar days from the date of signing the Contract, the SUPPLIER shall provide (notify) the BUYER with a bank guarantee for the refund of the advance payment in the amount of the advance payment, which constitutes XX XXX XXX (amount in words) [currency] with/without VAT (in accordance with the acceptance). The text of the bank guarantee and the guarantor bank must be agreed with the BUYER before the date of its provision (advising) in favor of the BUYER. The Bank guarantee for the performance of the Contract must be valid until the expiration of the Supplier's warranty obligations under the Contract, plus 60 days.

All expenses related to issuing and advising a bank guarantee for the repayment of an advance payment are at the expense of the Supplier.

A bank guarantee must comply with the Unified Rules for On-Demand Guarantees (URDG) as amended in 2010, ICC Publication No. 758.

Remark:

URDG – Uniform Rules for Demand Guarantees.

ICC - International Chamber of Commerce.

The bank providing the guarantee is selected by the SUPPLIER independently and must be agreed with the BUYER.

7.8.2. Bank guarantee for contract performance.

The SUPPLIER, within 15 (fifteen) calendar days from the date of signing the Contract, must provide (advise) in favor of the BUYER a bank guarantee for the execution of the Contract in the amount of XX XXX XXX (amount in words), which is 3% of the Contract price. The issuing bank must be approved in advance by the BUYER. The text of the bank guarantee must be agreed with the BUYER prior to the date of its issuance (advising) in favor of the BUYER.

The bank guarantee for the performance of the Contract must remain valid until the expiration of the warranty obligations (Item 7.1 of this Contract) provided by the SUPPLIER, plus 60 days.

The bank guarantee must be issued in the [currency of the Contract](#).

A bank guarantee must comply with the Unified Rules for On-Demand Guarantees (URDG) as amended in 2010, ICC Publication No. 758.

Remark:

URDG – Uniform Rules for Demand Guarantees.

ICC - International Chamber of Commerce.

The Bank guarantee for the performance of the Contract must be notified to the bank serving the Buyer – JSC "JSSB Belarusbank" SWIFT: AKBBBY2X.

All expenses related to the bank guarantee of the contract are at the expense of the Supplier.

8. Provision of installation supervision, commissioning and staff training services.

8.1. The SUPPLIER ensures the presence of at least two technical managers of the installation supervision and commissioning group, who, among other things, coordinate

actions during the construction of the Project between the SUPPLIER and the BUYER's construction and installation organizations working at the Project, ensuring the arrival of the SUPPLIER's specialized specialists who carry out installation supervision, commissioning of individual systems, and equipment of the Project, training of the BUYER's staff.

The specialists responsible for supervising the installation and commissioning of specific systems and equipment, as well as for training the BUYER's staff, shall arrive at the Site two days before the start of such work. The costs associated with the presence of these specialists is at the expense of the SUPPLIER.

To provide installation supervision, commissioning supervision, and staff training services, the SUPPLIER sends the necessary specialists to the facility within the time period agreed with the BUYER. To do this, the BUYER informs the SUPPLIER in written form no later than 20 working days before the planned start of installation and commissioning of individual systems and equipment of the project, about the readiness for work, indicating the time of their completion.

At the final stage of the construction and installation work, the PARTIES will agree on the date and conditions for the start of the commissioning work based on a written request from the BUYER to the SUPPLIER.

The SUPPLIER will ensure that all the systems of each stage of the Project's construction are put into operation within 45 calendar days from the agreed date.

8.2. Installation supervision, commissioning supervision, and staff training are performed by the SUPPLIER's specialists or other persons on behalf of the SUPPLIER in agreement with the BUYER.

The total period for the provision of services under this Contract is no more than _____ business days from the date of arrival of the SUPPLIER's specialist at the place of service provision.

The training of the BUYER's staff for the maintenance and operation of the supplied Product must be carried out according to the program agreed with the BUYER and before the equipment is put into operation, there must be at least **15 workers** for each stage of construction at the existing facility where this equipment will be operated.

The fact of the provision of installation supervision, commissioning, and staff training services is confirmed by an act of relevant services provided, signed by the Parties.

This act is drawn up no later than 15 calendar days after the services are performed. The date of performance of services is considered to be the date of signing by both PARTIES of the act of services rendered.

8.3. The BUYER, within 15 calendar days from the date of receipt (date of registration of incoming correspondence by the BUYER) of the Act of Services rendered, is obliged to sign it, or provide a reasoned refusal to accept services if they are improperly performed by the SUPPLIER.

8.4. If the BUYER does not sign the Act of Services Rendered and does not provide a written refusal to accept the services within the period specified in item 8.3. of this contract, the services are considered rendered and are payable in accordance with clause 5.2.3. (5.2.4.) of this contract.

8.5. Consulting services (training of the staff) of the BUYER according to the rules of operation of the equipment are carried out during the installation and commissioning supervision.

9. Tare, packaging, and marking.

9.1. Taring and packaging must comply with the manufacturer's standards. The Product's tare and packaging are non-returnable and must ensure the safety of the Product

during transportation, loading and unloading operations, and storage. The Product must be packed and packaged by the SUPPLIER in a manner that prevents their damage and/or destruction.

9.2. The packaging must ensure the safety of the Product during transportation, transshipment, and storage, and protect the Product from atmospheric effects. The supplied Product must be marked in accordance with the applicable technical specifications of the Republic of Belarus. The cost of taring, packaging, and marking is included in the price of the Product.

The marking on the packaging of the supplied Product is applied in indelible paint in Russian language. Each package must contain the following labeling:

Shipper

Number and a date of the Contract

Gross/Net weight

Dimensions

Box №

Have an internal specification that allows to determine the quantity and name of the contents of each package.

9.3. If there is plastic, glass, paper or cardboard in the package, the SUPPLIER undertakes to inform the BUYER about this, indicating the weight of such a tare for the purpose of paying for the organization of collection, neutralization and (or) use of waste generated after the loss of consumer properties of goods (Decree of the President of the Republic of Belarus dated July 11, 2012 №313). Information on tares is drawn up in accordance with Annex № 4 to the Contract.

9.4. The BUYER undertakes to pay this payment independently for the organization of collection, neutralization and (or) use of waste generated after the loss of consumer properties of goods (Decree of the President of the Republic of Belarus dated July 11, 2012 №313).

10. Liability of the Parties

10.1. For the late delivery of the Product, the SUPPLIER pays to the BUYER a fine in the form of a penalty in the amount of 0.1% of the value of the goods not delivered on time for each day of delay in delivery.

For any delay in performing installation supervision and commissioning supervision services, or in training the BUYER's staff to operate with the supplied equipment, the SUPPLIER shall pay the BUYER a penalty equal to 0.15% of the cost of such services and training for each day of delay.

10.2. The SUPPLIER shall pay the BUYER a penalty in the form of a fine amounting to 1% of the Contract price in the following cases:

- failure to submit or untimely submission of the accompanying documents specified in Item 2.5 of this Contract;
- submission of inaccurate accompanying documents, or documents that do not correspond to the goods actually delivered or to the terms of this Contract;
- non-compliance of the form and filling out of the accompanying documents with the requirements applicable to them by the current legislation.

No penalty shall be charged if the SUPPLIER submits properly completed documents within 3 working days after the delivery.

10.3. The penalty specified in this section is a penalty and is collected on the day of the actual fulfillment of the obligation. In addition to the penalty, the SUPPLIER shall

reimburse the BUYER for losses incurred, including as a result of violations specified in item 10.1. and item 10.2. of this Contract, in full in excess of the amount of the penalty.

10.4. For the delivery of goods that are defective or incomplete, the SUPPLIER shall pay the BUYER a penalty in the amount of 10% of the value of such goods. No penalty shall be charged if the SUPPLIER replaces the defective or incomplete goods, remedies the defects, or completes the delivery of the goods within a timeframe that is technically feasible and agreed by the Parties.

10.5. In case if the specialists for technical supervision of installation and commissioning fail to arrive at the construction site by the date agreed upon by the Parties (Item 8.1 of the Contract), the BUYER have the right to demand the SUPPLIER to pay a penalty in the amount of 0.1% of the total Contract price for each day of absence of said specialists. In case if the scope of services is not made available to the specialist who has arrived on schedule to perform technical supervision of installation and commissioning, the SUPPLIER have the right to claim reimbursement from the BUYER for reasonable and documented expenses incurred by the SUPPLIER in connection with the specialists' arrival at the site (transportation, travel expenses, accommodation costs, specialist remuneration, etc.).

10.6. For the late payment of the delivered goods, the BUYER pays the SUPPLIER a penalty in the amount of 0.1% of the unpaid amount for each day of late payment.

10.7. (for residents of the Republic of Belarus) For violation of the deadline for issuing an electronic invoice specified in item 2.5.1. of this Contract, the SUPPLIER pays the BUYER a penalty in the amount of 20% of the amount of the invoice that was not issued or was not issued on time.

10.8. The liability measures of the parties not provided for in this Contract are applied in accordance with the current legislation of the Republic of Belarus.

10.9. The payment of penalties does not release the PARTIES from fulfilling their obligations under this Contract.

10.10. In case of an unilateral, unjustified refusal to perform its obligations during the term of this Contract, the defaulting party shall pay a penalty in the amount of 10% of the Contract price.

10.11. The payment of penalties by the PARTIES shall be made in the currency of the Contract.

11. Force Majeure

11.1. In the event of force majeure, the time limit for the performance of obligations under this Contract shall be extended by a period commensurate with the duration of such circumstances.

Force majeure includes, in particular:

- declared war, armed conflict or a serious threat thereof (hostile attacks, blockade, military embargo), hostilities, invasion, acts of a foreign enemy, general mobilization;
- civil war, violation of public order, rebellion, military or illegal seizure of power, uprising, civil unrest or riots, mob violence, civil disobedience;
- curfew, expropriation, mandatory seizure, seizure of enterprises, requisition, nationalization;
- plague and epidemics, natural disasters such as a severe storm, cyclone, typhoon, hurricane, tornado, storm, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought.

11.2. The occurrence of force majeure must be confirmed in written form by the Chamber of Commerce of the country where such circumstances occurred.

Each of the PARTIES is obliged to immediately inform the other PARTY in written form about the occurrence of force majeure.

11.3. If the force majeure continues for more than six months, either PARTY may cancel this Contract without compensation for any losses to the other PARTY. In this case, the PARTY must notify the other PARTY in written form about the cancellation of the Contract.

11.4. The PARTIES will not be responsible for the full or partial non-fulfillment of any of their obligations if the non-fulfillment of the Contract is caused by force majeure.

11.5. Breaches by the PARTIES' counterparties, the absence of necessary Goods (materials, raw materials) from the market, and other similar circumstances do not constitute force majeure.

12. Validity of the Contract

12.1. From the date of signing the Contract by both PARTIES, the preamble of the Contract, items 5., 7.8, 12.1. of the Contract and all annexes to the Contract enter into force. In all other respects, the Contract enters into force upon the SUPPLIER's provision of a bank guarantee for the performance of the Contract in accordance with Item 7.8.2 of the Contract.

12.2. The Contract is valid until the PARTIES fully fulfill their obligations under this Contract.

12.3. All the amendments to the Contract must be made in writing and signed by authorized representatives of both PARTIES. Early termination of the Contract is possible only by agreement of the PARTIES. Each of the PARTIES has no right to transfer the performance of its obligations, assign claims or transfer contractual debt to third parties without the written consent of the other PARTY.

12.4. All the corrections to the text of the Contract and its annexes are legally binding only if they are certified by the signatures of the PARTIES in each individual case.

12.5. The Contract is governed by the legislation of the Republic of Belarus.

12.6. Russian language is accepted for everyday communication. Russian language is accepted for all documentation and messages.

12.7. All disputes, disagreements or claims that may arise from or in connection with the Contract, including those related to its modification, termination, execution, invalidity or interpretation, are subject to consideration by the International Arbitration Court at the Belarusian Chamber of Commerce and Industry, located in Minsk at Kommunisticheskaya Str., 11 (<http://www.iac.by>). Contract disputes are considered in accordance with the rules of the International Arbitration Court at the Belarusian Chamber of Commerce and Industry.

Disputes are subject to consideration by three arbitrators. The language of the trial is Russian.

12.8. The substantive law that applies to the consideration of disputes between the PARTIES is the law of the Republic of Belarus. The PARTIES exclude the application of the United Nations Convention "On Contracts for the International Sale of Goods", concluded in Vienna on November 4, 1980, to their legal relations.

12.9. Filing a claim by one of the PARTIES to an arbitration court is not a reason for suspending the performance of the Contract on the part of both the BUYER and the SUPPLIER.

13. ANTI-CORRUPTION CLAUSE.

13.1. The PARTIES confirm that they are aware of the requirements of the regulatory legal acts of the Republic of Belarus regarding the prevention of corruption (hereinafter referred to as the "anti-corruption requirements").

13.2. The PARTIES undertake to ensure compliance with anti-corruption requirements by their employees and authorized representatives during the performance of the Contract.

13.3. Each PARTY of the Contract shall notify the other PARTY of the Contract in written form about each instance of a violation of the anti-corruption requirement. At the same time, the party is obliged to refer to the facts and submit documents (materials, information, etc.) that reliably confirm or give grounds to assume that a violation of anti-corruption requirements has occurred or may occur.

13.4. If there is a reliable confirmation that one of the PARTIES of the Contract has committed violations of the anti-corruption requirements, the other PARTY has the right to unilaterally cancel the Contract by notifying the other PARTY in written form.

14. Final provisions

14.1. The Contract is drawn up and signed in two copies in the Russian language, one copy for each PARTY.

14.1. *Для For non-residents of the Republic of Belarus that are not members of the Eurasian Economic Union:* this Contract is drawn up and signed in two copies, in the Russian and English languages, both having equal legal force, with one copy for each PARTY. In case of any discrepancies or inconsistencies in meaning, the Russian text of the Contract shall prevail. Annexes to the Contract are drawn up and signed in the Russian language only.

14.2. The Contract consists of 14 Items and 4 Annexes, which form an integral part of the Contract:

14.3.

- Annex №1 «Technical specification for the purchase of a set of 4th-generation winter energy-saving greenhouses designed for growing vegetable crops (cucumbers, tomatoes, peppers) under intensive artificial lighting conditions on a year-round basis, specification and cost of the Product» - technical description in Russian language, specification and cost of the Product in Russian language on _____ pages;

- Annex №2 «Detailed specification of the supplied Product» - in Russian language on _____ pages;

- Annex №3 «Tender documentation», the SUPPLIER'S tender offer – in Russian language on _____ pages;

- Annex №4 «Sample form of an annex to an invoice for tare» – in Russian language on 1 page;

The Contract and its Annexes are mutually complementary and explanatory. Annex №3 "Tender Documentation" applies only in case if the necessary information is missing from the Contract.

PARTIES' BANK DETAILS:

«BUYER»

**Vitebsk republican unitary enterprise
of electric power "Vitebskenergo"**

(RUE «Vitebskenergo»)

210029, Republic of Belarus,

Vitebsk, Pravdy str., 30.

Tel./fax +375 212 36 06 33 (36 06 34)

Bank account: BY12AKBB30120388900202000000

in JSC "JSSB Belarusbank", Minsk,
SWIFT: AKBBBY2X
Bank account BY65BAPB30122061100220000000
in JSC «Belagroprombank», Minsk,
SWIFT: BAPBBY2X
Bank account BY47BLBB30120300000252001001
in Vitebsk Oblast Directorate of JSC «Belinvestbank», Vitebsk
SWIFT: BLBBBY2X
E-invoice code: 9001
e-mail: energo@vitebsk.energo.by

Annex to the invoice № _____ dated _____ about the tare.

№	Name of inventory items	Name of tare	Type of tare material	Quantity, pcs.	Tare weight, max., kg gross/net
1.					
TOTAL	x	x	x		

Signatures of the
SUPPLIER

Full name

Full name

Full name

Stamp