

POTAPENKO GLASS & FILTERS

STANDARD TERMS AND CONDITIONS

1. Subject

(a) The Supplier must provide the goods and the commercial invoice, and also its equivalent electronic message, in conformity with the order and any other evidence of conformity which may be required by the order.

(b) The Purchaser must pay the price as provided in the order.

2. Payment

(a) The supplier is not obliged to give any inquiry or to execute any formalities the prices connected to payment by the Purchaser. If the order involves freightage of the goods, the Supplier may dispatch the goods on terms whereby the goods, or documents controlling their disposition, will not be handed over to the Purchaser except against payment of the price.

(b) The Purchaser must pay the price on the date fixed by or determinable from the order without the need for any request or compliance with any formality on the part of the Supplier.

3. Formalities

(a) The Supplier must obtain at his own risk and expense any export license or other official authorization and carry out all customs formalities necessary for the export of the goods.

(b) The Purchaser must obtain at his own risk and expense any import license or other official authorization and carry out all customs formalities for the import of the goods.

4. Freightage

(a) The Supplier has no obligation. However, if requested by the Purchaser or if it is commercial practice and the Purchaser does not give an instruction to the Supplier in due time, the Supplier make the freightage on usual terms at the Purchaser's risk and expense. In either case, the Supplier may decline to make the freight but, if he does, shall promptly notify the Purchaser accordingly in this order.

(b) The Purchaser must make the freightage at his own expense from the named place, except when the freightage is made by the Supplier as provided in the order.

5. Delivery

(a) The Supplier must deliver the goods to the Freight Forwarder nominated by the Purchaser, or chosen by the Supplier, at the named place on the date or within the period agreed for delivery. Delivery is completed, when the goods are placed at the disposal of the Freight Forwarder nominated by the Purchaser, or chosen by the Supplier on the Supplier's means of transport not unloaded.

(b) The Purchaser must take delivery of the goods when they have been delivered in accordance with provisions of Freightage.

(c) The general condition of delivery is subject to FCA conditions, if not will be indicated other trade term of Incoterms-2000, for example, CPT conditions when the Supplier has obligation of the freight.

6. Risks

(a) The Supplier must bear all risks of loss of or damage to the goods until such time as they have been delivered to the Freight Forwarder.

(b) The Purchaser must bear all risks of loss of or damage to the goods from the time they have been delivered to the Freight Forwarder, and from the agreed date or the expiry date of any agreed period for delivery or because the Freight Forwarder nominated by the Purchaser fails to take the goods into his charge at the agreed time, or because the Purchaser fails to give appropriate notice to the Freight Forwarder, provided, however, that the goods have been duly appropriated to the order, that is to say, clearly set aside or otherwise identified as the order goods.

7. Charges

(a) The Supplier must pay all charges relating to the goods until such time as they have been delivered to the Freight Forwarder and the charges of customs formalities as well as all duties, taxes, and other charges payable for export.

(b) The Purchaser must pay all charges relating to the goods from the time they have been delivered to the Freight Forwarder, and any additional charges incurred, either because the Freight Forwarder nominated by the Purchaser fails to take the goods into his charge at the agreed time, or because Purchaser has failed to give appropriate notice to the Freight Forwarder, provided, however, that the goods have been duly appropriated to the order, that is to say, clearly set aside or otherwise identified as the order goods, and all duties, taxes and other charges as well as the charges of carrying out customs formalities payable for import of the goods and for their transit through any country.

8. Notices

(a) The Supplier must give the Purchaser sufficient notice that the goods have been delivered to the Freight Forwarder. Should the Freight Forwarder fail to take delivery at the agreed time the Supplier must notify the Purchaser accordingly.

(b) The Purchaser must give the Supplier sufficient notice of the name of the Freight Forwarder designated in Purchaser's Order and, where necessary, specify the mode of transport, as well as the date or period for delivering the goods to him and, as the case may be, the point within the place where the goods should be delivered to the Freight Forwarder.

9. Transport document

(a) The Supplier must provide the Purchaser at the Supplier's expense with the usual transport document of delivery of the goods in accordance with provisions of order.

(b) The Purchaser must accept the transport document of the order.

10. Inspection

(a) The Supplier must pay the costs of those checking operations (such as checking quality, measuring, weighing, and counting) which are necessary for the purpose of delivering the goods. The Supplier must provide at his own expense packaging which is required for the transport of the goods, to the extent that the circumstances relating to the transport (for example modalities, destination) are made known to the Supplier in the order. Packaging is to be marked appropriately.

(b) The Purchaser must pay the costs of any pre-shipment inspection except when such inspection is mandated by the authorities of the country of export.

11. Guarantees

(a) The Supplier is liable in accordance with the order for any defect which exists at the time when the risk passed to the Purchaser, even though the defect becomes apparent only after that time and which is due to a breach of any of his obligations, including a breach of any guarantee that for a period of time the goods will remain fit for their ordinary purpose or for some particular purpose or will retain specified qualities or characteristics.

(b) The Purchaser loses the right to rely on a defect of the goods if he does not give the Supplier notice thereof at the latest within a period of two years from a date on which the goods were actually handed over to the Purchaser, unless this time-limit is inconsistent with the ordered period of guarantee.

12. Sanctions

(a) The Supplier may require the Purchaser to pay the price, take delivery or perform his other obligations under this order, if the Purchaser fails to perform any of his obligations.

(b) The Purchaser may require the Supplier to return the price, make delivery, reduce the price or substitute of the goods or perform his other obligations under this order, if the Supplier fails to perform any of his obligations.

(c) The Supplier or the Purchaser shall no event be liable for loss of profit, damages to plant or any consequential or special loss or damage sustained by this order.

13. Force Major

The Supplier or the Purchaser is not liable for a failure to perform any of his obligations if he proves that the failure was due to an impediment beyond his control and that he could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the order or to have avoided or overcome it or its consequences.

14. Arbitration

If at any time any question, dispute or difference whatsoever shall arise between the Supplier and Purchaser upon or in relation to or in connection with the order, then either party may give notice to the other party in writing of such question, dispute or difference and the same shall be referred to arbitration by a sole arbitrator to be agreed between the parties, and failing agreement within one month from receipt of the said notice to be appointed at the request of either party by the President for the time being of the Ukrainian Chamber of Commerce in Kiev. This submission to arbitration shall be in accordance with and subject to the provision of the Arbitration Act 1996 and any statutory modification or re-enactment thereof for the time being in force.

15. Law

This order shall in all respect be governed by and construed according to Ukraine Law and the United National Convention on Contract for the International Sales of Goods, UN/CISG -1980 and the International Chamber of Commerce on International Rule for the Interpretation of Trade Terms, INCOTERMS-2000.

16. Other obligations

(a) The Supplier must render the Purchaser at the latter's request, risk and expense, every assistance in obtaining any documents or equivalent electronic messages (other than those mentioned in this order) issued or transmitted in the country of delivery and/or of origin which the Purchaser may require for the import of the goods and, where necessary, for their transit through any country. The Supplier must provide the Purchaser, upon request, with the necessary information for procuring insurance.

(b) The Purchaser must pay all costs and charges incurred in obtaining the documents or equivalent electronic messages mentioned in this case and reimburse those incurred by the Supplier in rendering his assistance in accordance therewith and in the freightage in accordance with provisions of the Freight Forwarder. The Purchaser must give the Supplier appropriate instructions whenever the Supplier's assistance in the freightage is required in accordance with provisions of the Freightage.