

RULES FOR SUBMISSION AND EVALUATION OF TENDERS
AND NEGOTIATIONS

ANNEX No. 13

Joint Stock Company "Uzbekiston Temir Yullari"

st. T. Shevchenko, 7

Tashkent, Republic of Uzbekistan

Purchase registration number PIU -06

_____, ____ date _____ 2022
(place) (date)

CONTRACT

**Commercial terms and conditions
for the supply of electric trains and equipment necessary for their maintenance,
and staff training**

(PROJECT)

Tashkent, 2022

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PREAMBULA

JSC " Uzbekiston Temir Yullari ", procurement procedure registration number PIU-06, legal address st. T. Shevchenko, 7, Tashkent, Republic of Uzbekistan, represented by its [name of representative, surname, authority to represent], hereinafter referred to as the Customer, on the one hand, and [**Name of the winner in the tender**], registration number [registration number], legal address [address], represented by its [name of representative, surname, authority to represent], hereinafter referred to as the Supplier, on the other hand, hereinafter collectively referred to as the parties, while

1. The Supplier has submitted the most economically advantageous financial offer to the Tender Procedure for the supply of "Supply of electric trains (electric multiple unit trains - EMP) and equipment necessary for their maintenance, staff training and a source of debt financing" (purchase identification number PIU -06), hereinafter referred to as **the Tender Procedure** , and was declared the winner in the Tender procedure by decision No. [decision No.] of the Board of the Employer dated [date],
2. the deadline for submitting a request and clarifications on the results of the tender, established by the Law "On Public Procurement" ZRU No. 684, has expired, and there are no unexplained requests,
3. the goal of the Customer is to purchase modern and comfortable passenger electric trains with the best level of costs per passenger seat proposed in the tender, together with the best level of costs for debt financing proposed in the tender,

enter into this Contract for the supply of electric trains and technical equipment necessary for their maintenance, and personnel training, hereinafter referred to as the Contract.

SECTION 1. DEFINITIONS

1. Terms and definitions used in this Contract

The following terms in bold are used in the Contract (unless the context implies otherwise):

- 1.1. **Encumbrance** - any right in rem, property or usage right, or any other right (or the granting of such rights), which restricts the free use and further free transfer of a thing, and which can be established (or granted) both with the consent of the owner of the thing, and by force.
- 1.2. **Working day** - a day that is not a weekend or a holiday in the Republic of Uzbekistan.
- 1.3. **Electric train** - a regional passenger electric train that meets the requirements of this Contract and which the Customer purchases from the Supplier in accordance with the terms of this Contract.
- 1.4. **Equipment necessary for maintenance of electric trains** - technical equipment necessary for the maintenance of electric trains, which is necessary to ensure the maintenance of electric trains during the period between repairs and which meets requirements of clause 2-20 of Technical Specification (Annex No.2 to the Tender Rules) and which is specified in the "Tender forms for maintenance, documentation,

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training and energy consumption” (Annex No.3 to the Tender Procedure) and in the Table FIN-7 of Financial Bid of the Supplier (Annex No.6 to the Tender Procedure) .

- 1.5. **Warranty** - the supplier's duty to eliminate any defects during the warranty period for its own funds, which is referred to in clause 45 of the Contract.
- 1.6. **Force Majeure** - events caused by circumstances beyond the control of the party referring to them and which the party concerned could not reasonably foresee and prevent by acting as a diligent and prudent manager, including, but not limited to, natural disasters and natural disasters, decisions governments and public authorities, import/export bans, etc.
- 1.7. **Transfer** - transfer and acceptance of the object of purchase into the ownership and possession of the Customer in accordance with Section 10 of the Contract.
- 1.8. **Regulation** - the provisions of the 1st round of the tender procedure and the provisions of the 2nd round of the Tender procedure.
- 1.9. **Personnel training** - training of the Customer's personnel, which is specified in the “Tender forms for maintenance, documentation, training and energy consumption” (Annex No.3 to the Tender Procedure) and in the Table FIN-17 of Financial Bid of the Supplier (Annex No.6 of the Tender Procedure).
- 1.10. **Bid** – a tender submitted by the Supplier under the Tender procedure and which served as the basis for its recognition as the winner of the Tender procedure, including the technical and financial proposal.
- 1.11. **obligation** - a pledge, which is established in the provisions of the 2nd round of the Tender procedure and which the Supplier presented to the Customer as part of the Tender procedure.
- 1.12. **The purchase price is** set in clause 19 of the Contract.
- 1.13. **The purchasing object is** specified in clause 17 of the Contract.
- 1.14. **Stock of spare parts** - a set of spare parts specified in section 9 of the Technical Specification.
- 1.15. **Technical documentation** - documentation required for the operation and maintenance of electric trains in the Republic of Uzbekistan, on paper, specified in section 5 and 7 of the Technical Specification.
- 1.16. **Technical specification** - the technical specification given in Annex 2 to the provisions of the 2nd stage of the Tender procedure.
- 1.17. **Maintenance** - a set of all technical, administrative and management activities that are carried out in accordance with the maintenance plan.

SECTION 2. GENERAL PROVISIONS

2. Interpretation

- 2.1. The documents forming the Contract (the main text of this Contract and annexes to it) complement each other and are an integral part of each other.

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- 2.2. In case of contradictions between different provisions on payments, the provisions less binding on the Customer shall apply.
- 2.3. In case of a conflict between the terms for fulfilling obligations, the shortest term is applied, with the exception of clause 2.2 of the Contract.
- 2.4. The answers and clarifications that the Customer provided to the Supplier during the Tender procedure are added as Annex 3 to the contract and will be used to clarify the intentions of the parties or the purpose of any provision of the Contract, as well as the scope of the rights and obligations of the parties.

3. Entry into force and duration of the Contract

- 3.1. The Contract, except for provisions of clause 3.3 of the Contract, enters into force, when all the conditions mentioned below have been met:
 - 3.1.1. the parties signed the Contract.
 - 3.1.2. The Customer signed the Contract/Contracts on the full financing of the object of purchase specified in this Contract.
 - 3.1.3. The Customer received from the Supplier a security for the performance of the Contract in accordance with clauses 23 and 24 of the Contract.
 - 3.1.4. The Customer signed a Loan Agreement with a financial institution engaged by the Supplier in the framework of the tender procedure with registration number PIU-06, held between _____ and _____, and as a result of which the Supplier was selected as the winner of the tender.
 - 3.1.5. Registration of the Contract in the unified electronic information system of foreign trade operations of the Republic of Uzbekistan.
- 3.2. The Customer and the Supplier fix the implementation of the entry into force of the Contract by a mutually signed act on the implementation of the provisions on the entry into force of the Contract.
- 3.3. Clause 3 of the Contract and clause 4, 5, 10, 11, 15, 23, 24 and 25 of the Contract shall enter into force immediately upon signing this Contract.
- 3.4. The Contract is valid until the full fulfillment of the obligations of the parties, including warranty obligations.

4. Consequences of non-entry into force of the Contract

- 4.1. If all the provisions of clause 3.1 of the Contract have not been fulfilled within 60 (sixty) days or a longer period agreed by the parties after signing the Contract, then the Contract shall not enter into force and shall not be enforceable without any additional notice. All provisions of the Contract specified in clause 3.3 of the Contract shall automatically lose their legal force, with the exception of the confidentiality provisions included in clause 15 of this Contract. If the provision referred to in Article 3.1.3 of the Contract has not been fulfilled within the prescribed period, the Customer shall retain the Bid without being obliged to provide the Supplier with a justification for the losses.

5. Amendments and additions to the Contract

- 5.1. The Parties have the right to amend the Contract by mutual agreement. All amendments and additions to this Contract shall be in force only if they are prepared in writing and signed by both parties. Upon signature, such amendments shall be appended to the Contract and shall become an integral part of this Contract. It is considered that the above-mentioned amendments have been attached to the Contract if they contain a reference to the Contract.
- 5.2. The Contract may be amended so that its general character is retained to the greatest extent possible and adapted to the new conditions.
- 5.3. When amending the Contract, the parties must comply with the provisions of the Law "On Public Procurement" ZRU No. 684 on amending procurement contracts.
- 5.4. Amendments shall be permissible, if they do not change the general nature of the Contract and are at least one of the following:
 - 5.4.1. amendments are minor.
 - 5.4.2. amendments are significant and are made if there have been or are planned changes in regulations or changes in the railway infrastructure of the Republic of Uzbekistan, in connection with which it is necessary to change the Technical Specification, technical provisions, revise the purchase price or other provisions of the Contract or reconstruct electric trains. These changes are permissible if their volume does not exceed 20% (twenty percent) of the original total purchase price.
 - 5.4.3. in cases expressly specified in the Law "On Public Procurement" ZRU No. 684.

6. Full text of the Contract

- 6.1. The Contract constitutes a complete agreement between the parties, which supersedes all previous negotiations and agreements between the parties under the Tender Procedure relating to the subject matter of the Contract.

7. Successors and unauthorized representatives of the Parties

- 7.1. The Contract is binding on the parties' successors in terms of ownership and obligations, including, but not limited to, in the event of reorganization of any of the parties.
- 7.2. The persons, who have signed any document relating to this Contract, are personally responsible for the fulfilment of liabilities arising from the document concerned, if these persons had no authorisation required for signature of the above-mentioned document.

8. The Law applicable to the Contract

- 8.1. This Contract shall be governed by laws and regulations of the Republic of Uzbekistan.

9. Language of the Contract and communication

- 9.1. This Contract has been prepared in English and Russian, with Russian being the prevailing language.

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- 9.2. Unless otherwise agreed by the parties, any documents related to the Contract and its execution, as well as all correspondence related to this Contract, shall be drawn up and sent in English and Russian.
- 9.3. If any party draws up a document relating to the Contract or correspondence relating to the Contract in any other language, it shall be accompanied by a Russian translation certified by the relevant party. The other party has the right to verify the correctness of the translation, and if it finds that the translation is incorrect or incomplete, it can translate the document into Russian itself.
- 9.4. Unless the parties agree otherwise, all communication between the parties will be in English and Russian.

10. Communication and cooperation between the Parties

- 10.1. The Parties will cooperate in good faith, taking into account the reasonable interests of both Parties in resolving all issues related to the implementation of the Contract. The Parties will immediately notify each other of any conditions that may have a negative impact on the fulfillment of obligations under this Contract.
- 10.2. Unless otherwise provided by the Contract, all information relating to this Contract is brought to the attention of the parties in writing, sent by mail, e-mail or by delivery in person to the addresses specified in clause 10.5 or 10.6, respectively.
- 10.3. Unless the Contract provides otherwise, any package shall be deemed to be received:
 - 10.3.1. on the 3rd (third) working day from the delivery of a registered package to the courier (the time of delivery of the package shall be a stamp of the logistic courier on the delivery note), if the address of the sender and addressee is in the territory of the Republic of Uzbekistan.
 - 10.3.2. on the 14th (fourteenth) working day from the working day from the delivery of a registered package to the courier (the time of delivery of the package shall be a stamp of the courier on the delivery note), if the address of the sender or the addressee is outside the territory of the Republic of Uzbekistan.
 - 10.3.3. on the actual date of delivery if it was delivered personally.
 - 10.3.4. the next working day after from sending, if the parcel was sent by e-mail.
 - 10.3.5. Shipment through the local post office should be avoided.
- 10.4. Unless otherwise provided by this Contract, the party is obliged to send a response to any request of the other party within 10 (ten) working days from the date of its receipt, responding in substance or with reasonable objections.
- 10.5. Supplier contact information:
 - 10.5.1. [Address].
 - 10.5.2. [Email].
 - 10.5.3. [phone number].
 - 10.5.4. [First and last name of contact person]
- 10.6. Customer contact information:

- 10.6.1. [Address].
- 10.6.2. [Email].
- 10.6.3. [phone number].
- 10.6.4. [First and last name of contact person]
- 10.7. The Party is obliged to immediately, but not later than within 2 (two) working days, inform the other Party about changes in its contact information and powers of representatives by sending a corresponding notification to the addresses specified in clauses 10.5 or 10.6, respectively.
- 10.8. Any document signed by an authorized representative of the party and sent by e-mail from / to the e-mail addresses specified in clause 10.5 or 10.6 of the Contract has legal force, and the parties will be bound by it.

11. Dispute Resolution

- 11.1. All disputes related to the Contract, except for the disputes, the resolution of which is provided for in Annex 8 to the Contract, are resolved in the manner provided for in clause 11 of this Contract.
- 11.2. The party, which believes that its Contractual or legal rights were infringed, shall provide the other party a written notice, which states:
 - 11.2.1. events, which were the basis for the submission of the respective written notice to the other party to the Contract.
 - 11.2.2. circumstances, which justify the made claim.
 - 11.2.3. the made claim.
 - 11.2.4. other data, which in the opinion of the submitter of the written claim, are important in the dispute or made claim.
- 11.3. All documents related to the dispute or claim must be attached to the written notice specified in clause 11.2 of the Contract.
- 11.4. Within 15 (fifteen) calendar days from the date of sending the written notice specified in clause 11.2 of this Contract to its addressee, all organizational measures necessary for discussion between the parties to the Contract must be carried out, during which the parties will make every effort to reach a settlement spore. The discussion should take place in Tashkent, unless otherwise agreed by the parties.
- 11.5. Representatives of the parties who will participate in the discussion specified in clause 11.4 of the Contract must have the necessary level of competence and authority that would give them the right to make decisions on reaching a settlement of the dispute.
- 11.6. If during the discussion specified in clause 11.4 of this Contract, no agreement is reached on resolving the dispute, an independent expert is invited to resolve the dispute, if the parties agreed on this during the discussion specified in clause 11.4 of this Contract.
- 11.7. If the parties have agreed to invite an expert, then within 15 (fifteen) calendar days after the discussion specified in clause 11.4 of this Contract, during which an agreement was reached on inviting an expert, the parties must agree on who will be

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the expert. If the parties cannot reach an agreement on who will be the expert, the expert is determined by the international audit company selected by the Customer - PricewaterhouseCoopers LLC, Deloitte Uzbekistan LLC, KPMG LLC or Ernst & Young LLC. All costs associated with the invitation of an auditor and an expert and his remuneration shall be paid by the party whose opinion in the dispute is recognized as unfounded, or in equal shares, if the opinions of both parties are recognized as partially substantiated.

- 11.8. If the parties cannot reach an agreement on the invitation of an expert, the dispute is resolved in accordance with the procedure specified in clause 11.13 of this Contract.
- 11.9. If an expert is invited to resolve the dispute, the parties are obliged to cooperate with the expert and provide the expert with explanations, documents or other information related to the dispute between the parties that the expert requests.
- 11.10. Any communication with an expert, submission of documents to an expert or correspondence of an expert from either party is simultaneously sent to the other party to the Contract using the same communication methods as when communicating with an expert.
- 11.11. The Parties agree that the expert specified in this clause of the Contract will not be considered an arbitrator or mediator. An expert opinion must be obtained as a result of inviting an expert, which will contain a description of the facts and conditions relevant to the dispute, conclusions and recommendations. If both parties agree with the conclusions and recommendations made by the expert, they have the right to recognize the expert's opinion as binding on both of them. If the parties recognize the expert opinion as binding on both parties, the expert opinion acts as a settlement agreement in relation to a specific dispute.
- 11.12. The parties agree that neither of them may invite an expert as a lawyer, representative or person with any other status, except as an expert or a witness, if in relation to the dispute on which the expert gave his opinion, or any other dispute related to with the Contract, the proceedings are ongoing.
- 11.13. If the parties cannot resolve their dispute out of court, including by inviting an expert in the manner prescribed by this Contract, or any of the parties does not agree with the conclusions and recommendations made in the expert opinion, the dispute between the parties is subject to resolution in the courts of the Republic Uzbekistan in accordance with the regulatory legal acts of the Republic of Uzbekistan.

12. Supplier's guarantees for the fulfillment of obligations

- 12.1. The Supplier shall represent and guaranty that:
 - 12.1.1. The Supplier has not submitted to a court an application for the initiation of legal protection proceedings, no application for insolvency proceedings of the supplier has been submitted to a court or the court has not announced insolvency proceedings of the supplier, the supplier has no tax arrears or arrears of other mandatory payments,
 - 12.1.2. no actions have happened or started, which are related to the supplier's liquidation or reorganisation (merger, division or transformation), if this

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might have a reasonable unfavourable effect on the supplier's ability to fulfil the obligations envisaged in the Contract,

- 12.1.3. the information provided by the Supplier in the tender under the Tender Procedure is true, accurate and complete in all its aspects,
- 12.1.4. The Supplier fully familiarized himself with the requirements of the Contract, especially the Technical Specification, requested additional information on unclear issues, has evaluated as a competent person any risks related to the fulfilment of this Contract and has included them in the tender.
- 12.1.5. The Supplier fulfills the obligations under the Contract personally. If the Supplier engages a subcontractor to fulfill obligations under the Contract, then the Supplier shall be liable for the fulfillment of the obligations of the subcontractor.

13. Reliability of information of the Customer

- 13.1. The Supplier shall make sure that the information provided by the Customer is true and complete and should point out any identified faults and shortcomings. The Customer shall eliminate any such faults and shortcomings at its own expense. The Customer shall not be responsible for losses, which the Supplier faces as a result of incorrect or incomplete information, which the Supplier, as a competent person, using due care, should have noticed.
- 13.2. If the Supplier is unsure how the information provided by the Customer should be interpreted, it shall request from the customer additional information or explanations in writing immediately. The Customer's explanation is binding upon the Supplier. The Customer shall not be liable for losses incurred by the Supplier in interpreting the content of the information.
- 13.3. The Supplier should be aware of the risks, which it undertakes under this Contract, and should obtain necessary information for the fulfilment of liabilities under the Contract.
- 13.4. The Supplier shall have no right to disregard the Contract, if the information it received from the customer or other source of information, is incorrect or incomplete

14. Force Majeure

- 14.1. If a party wants to justify any failure to fulfill its obligations as force majeure, the interested party must, as soon as possible, but in any case, no later than 5 (five) working days from the occurrence of the relevant force majeure, notify the other party in writing form. The notification must be accompanied by confirmation from the competent authority of the existence of a Force Majeure event that characterizes the Force Majeure event and its duration, if possible. If the confirmation of the competent authority cannot be attached to the notification for objective reasons, it should be submitted as soon as possible.
- 14.2. A party, which wishes to justify the failure to fulfill its obligations as Force Majeure is obliged to take all reasonable and appropriate measures to reduce negative materials and any other consequences associated with Force Majeure.

- 14.3. When Force Majeure sets in, the parties shall, as soon as possible, in accordance with the circumstances, do their do everything possible to implement and keep this Contract in force regardless of the obstacles caused by Force Majeure. If Force Majeure is valid for more than 90 (ninety) days, the parties shuold agree on the further procedure for the implementation or termination of the Contract.
- 14.4. If the party, which wants to justify any non-fulfilment of its liabilities by Force Majeure, has not informed the other party according to the procedure set out in clause 14.1 of this Contract or has not taken the actions referred to in clause 14.2 of this Contract, it shall lose its right to justify non-fulfilment of its liabilities by Force Majeure.

15. Confidentiality

- 15.1. The Contract and all information and documentation related to the implementation of this Contract are considered confidential information. Confidential information is not data or information, which the parties are required to make public under laws and regulations. Information is not confidential:
- 15.1.1. which proved to be generally known or which becomes generally known without violating provisions of this Contract;
 - 15.1.2. which was legitimately available to the party before it learned it from the other party;
 - 15.1.3. which was disclosed based on a court decision.
- 15.2. The Parties shall undertake not to disclose confidential information, which they will receive from the other party or third parties and that confidential information is not disclosed by representatives (authorized persons) and employees of the parties.
- 15.3. Confidential information may be disclosed only in accordance with the written agreement of the parties or if it:
- 15.3.1. is necessary for a bank or other institution participating in the financing of the subject of the Contract.
 - 15.3.2. Should be disclosed within the framework of a dispute settlement procedure.
 - 15.3.3. is necessary to advisers, which the party involves, provided that they undertake a confidentiality obligation, which is equivalent to that imposed on the parties to this Contract.
 - 15.3.4. Should be submitted to state government or municipal authorities or other legal or natural persons according to the procedure prescribed by laws and regulations
- 15.4. Upon justified request of the customer (its representative) the Supplier shall provide the Customer with all information and documentation related to the fulfilment of this Contract. The Supplier shall ensure that contracts with subcontractors include clauses providing for the provision of information and documentation to the Customer. The Customer has the right to invite a certified auditor to verify the documentation related to the implementation of the Contract, which was provided by the Supplier and subcontractors.

- 15.5. The requirements of this clause shall be in force after the expiry of the Contract, and also in case of termination of the Contract.

16. Withdrawal unilaterally

- 16.1. The Customer has the right to offset his claims to the Supplier without his individual consent. The customer shall be liable to inform the supplier in writing about the use of offset within 5 (five) working days from the use of the offset.

SECTION 3. OBJECT OF PURCHASE AND TERMS OF ITS DELIVERY

17. Object of the Purchase

- 17.1. The object of the purchase is:
- 17.1.1. 34 new electric trains.
 - 17.1.2. Equipment necessary for maintenance of electric trains.
 - 17.1.3. Spare parts for electric trains.
 - 17.1.4. Training of the Customer's personnel.
 - 17.1.5. The complete object of the purchase, consisting of clauses 17.1.1, 17.1.2, 17.1.3 and 17.1.4, is divided into 3 (three) successive party:
 - 17.1.5.1. Party No. 1 consists of 10 (ten) electric trains and the delivery volume proportional to them from clauses 17.1.2, 17.1.3 and 17.1.4 of this Contracy;
 - 17.1.5.2. Party No. 2 consists of 12 (twelve) electric trains and the supply volume proportional to them from clauses 17.1.2, 17.1.3 and 17.1.4 of this Contract;
 - 17.1.5.3. Batch No. 3 consists of 12 (twelve) electric trains and the supply volume proportional to them from clauses 17.1.2, 17.1.3 and 17.1.4 of this Contract

18. Terms of delivery of the Object of the Purchase

- 18.1. In accordance with the requirements of this Contract and in accordance with the delivery schedule of the object of purchase, which is included in Annex 4 to this Contract, the Supplier shall undertakes:
- 18.1.1. to delivery to the Customer 34 (thirty-four) electric trains together with working tools that meet the requirements of the Technical Specification (Annex No. 2 to the tender documentation for the purchase with registration number PIU -06), without any encumbrances in accordance with the terms of delivery of INCOTERMS 2020 CIP - Tashkent (Chukursay station).
 - 18.1.2. to delivery to the Customer equipment necessary for the maintenance of electric trains without encumbrances in accordance with the terms of delivery of INCOTERMS 2020 CIP - Tashkent (Chukursai station).
 - 18.1.3. to train the customer's staff.

- 18.1.4. to delivery to the Customer a reserve of spare parts without encumbrance in accordance with the terms of delivery of INCOTERMS 2020 CIP - Tashkent (Chukursai station).

SECTION 4. PURCHASE PRICE AND ITS PAYMENT CONDITIONS

19. Purchase price

- 19.1. The purchase price for the entire object of the purchase is the sum of components A1, A2, A3, A4 and A5 specified in the Financial Proposal of the Supplier, which is equal to USD xxx (amount in words) according to the terms of delivery of INCOTERMS 2020 CIP Tashkent (Chukursai station) and which consists of the following components:
- 19.1.1. the total cost of electric trains (which is indicated as A1 in the Financial Proposal) – USD xxx.
 - 19.1.2. the price of equipment required for maintenance of electric trains (which is indicated as A2.1 in the Financial Proposal) – USD xxx.
 - 19.1.3. spare parts price (which is indicated as A3 and A4 in the Financial Proposal) – USD xxx (added as an integral part of the price of electric trains indicated in the point 19.1.1).
 - 19.1.4. staff training price (which is indicated as A5 in the Financial Proposal) – USD xxx.
- 19.2. The purchase price includes all costs and expenses associated with the fulfillment by the Supplier of the obligations specified in this Contract.
- 19.3. Unless otherwise directly envisaged in this Contract and unless the parties have explicitly agreed otherwise in writing, the Supplier shall not be entitled to receive from the Customer any other remuneration or compensation of expenses in connection with this Contract, except for the purchase price established in this Contract. The Supplier confirms that it receives appropriate and sufficient remuneration for the responsibility, risks and obligations to the Customer under this Contract.

20. Payment conditions

- 20.1. The Customer pays the Supplier the purchase price as follows and taking into account the division of the object of purchase into 3 (three) successive delivery lots described in clause 17.1.5 of this Contract:
- 20.1.1. 15% (fifteen percent) of the price of the entire object of purchase specified in clause 19.1 of this Contract, subject to the provisions of clause 20.1, is paid by the Customer to the Supplier as the first advance payment within 15 (fifteen) days from the date of submission of the Work Plan specified in clause 26 of this Contract, receipt of an invoice for an advance payment and an irrevocable guarantee of the Supplier in accordance with the provisions of clause 21 of the Contract. Having received this advance payment, it is

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considered that the Customer has paid the Supplier 15% of each component of the price of electric trains.

- 20.1.2. 40% (forty percent) of the cost of each regional electric train is paid by the Customer to the Supplier as a second advance payment within 30 (thirty) days after the following conditions are met:
 - 20.1.2.1. factory tests of each regional electric train have been successfully completed in accordance with the provisions of clause 33 of this Contract and
 - 20.1.2.2. The Supplier has provided the Customer with an irrevocable guarantee for the amount of the advance payment, which complies with the provisions of clause 22 of this Contract, and
 - 20.1.2.3. The Supplier has submitted to the Customer with an advance payment invoice, which meets with the terms of this Contract.
- 20.1.3. 40% (forty percent) of the cost of each regional electric train is paid by the Customer to the Supplier within 30 (thirty) days after signing the act of transfer of the regional electric train in accordance with the terms of this Contract and receiving the relevant invoice from the Supplier.
- 20.1.4. The remaining 5% (five percent) of the price for the electric trains specified in clause 19.1.1 of this Contract shall be paid by the Customer to the Supplier within 30 (thirty) days after the signing of the last certificate of transfer of the regional electric train in accordance with the provisions of clause 39 of this Contract and receipt of the relevant invoice from the supplier.
- 20.1.5. the remaining 85% (eighty-five percent) of the cost of the equipment required for servicing electric trains specified in clause 19.1.2 of this Contract, the Customer shall pay the Supplier within 30 (thirty) days after the transfer to the Customer of the equipment necessary for servicing electric trains, in accordance with the provisions clause 40 of this Contract and receipt of the relevant invoice from the Supplier.
- 20.1.6. The remaining 85% (eighty-five percent) of the cost of spare parts specified in clause 19.1.3 of this Contract shall be paid by the Customer to the Supplier within 30 (thirty) days after the transfer of the stock of spare parts to the Customer in accordance with the provisions of clause 41 of this Contract and receipt from the Provider of the respective invoice.
- 20.1.7. The remaining 85% (eighty-five percent) of the cost of personnel training specified in clause 19.1.5 of this Contract shall be paid by the Customer to the Supplier within 30 (thirty) days after the completion (transfer) of personnel training in accordance with the provisions of clause 43 of this Contract and receipt of the corresponding invoice from the Supplier.

SECTION 5. PERFORMANCE GUARANTEE AND ADVANCE PAYMENT GUARANTEE

21. Guarantee of the first advance payment

- 21.1. After submitting the Work Plan, the Supplier shall provide the Customer with a guarantee that ensures the return to the Customer of the first advance payment specified in clause 20.1.1 of this Contract.
- 21.2. The guarantee must meet the following requirements:
 - 21.2.1. it is issued in the form of an unconditional demand guarantee from a credit institution, or an insurance policy issued by an insurance company, and the credit rating of the credit institution or insurance company, or their parent companies, at the time the guarantee or insurance policy shall be not lower than : 1) Moody's - " A3", 2) Standard & Poor's - "A-", 3) Fitch - "A-";
 - 21.2.2. its form and content are agreed with the Customer (it is unconditional, irrevocable and contains the obligations of the credit institution / insurance company to pay the amount of the guarantee to the Customer upon his first request). The Advance Payment Guarantee shall include the material terms included in the guarantee form in Guarantee Of Repayment Of The Advance Payment (Annex 5 to the Contract), and shall not contain other provisions imposing any additional obligations or restrictions on the Customer. If the guarantee is an insurance policy, it must be accompanied by a document confirming the payment of the insurance premium.
 - 21.2.3. its amount is equal to the first advance payment specified in clause 20.1.1 of this Contract.
 - 21.2.4. It enters into force on the day of payment of the first invoice for the advance payment specified in clause 20.1.1 of this contract, and is in force until the acceptance of all components of the object of purchase (clause 17.1 of the contract), i.e. signing the relevant transfer acts, plus another 2 (two) months.
- 21.3. The Customer shall be entitled to demand a payment based on the guarantee and with unilateral written notice to the issuer of the guarantee to credit it to its account to cover any payments due to it.
- 21.4. The guaranteed amount is proportionally reduced in accordance with the deliveries by 15% of the price of each transferred regional electric train and other components of the object of purchase (clause 17.1 of the Contract).
- 21.5. The Customer shall be entitled to inform the issuer of the guarantee about delays in transfer deadlines of the object of the purchase.
- 21.6. Any claims and disputes related to this advance payment guarantee shall be resolved in the courts of the Republic of Uzbekistan. The advance payment guarantee is governed by the Uniform Rules of the International Chamber of Commerce for Demand Guarantees, ICC Publication No. 758, hereinafter referred to as URDG 758. All matters not regulated by URDG 758 are governed by the laws and regulations of the Republic of Uzbekistan.

22. Second advance payment guarantee

- 22.1. Before issuing each invoice for the second advance payment specified in clause 20.1.2 of this Contract, the Supplier shall provide the Customer with a guarantee ensuring the return to the Customer of the cost of each regional electric train in the amount of 40% of the advance payment.
- 22.2. The guarantee must meet the following requirements:
- 22.2.1. it is in the form of an unconditional demand guarantee from a credit institution or an insurance policy issued by an insurance company, and the credit rating of the credit institution or insurance company or their parent companies at the time the guarantee or insurance policy shall be not lower than: 1) Moody's - A3 , 2) Standard & Poor's - A-, 3) Fitch - A-;
 - 22.2.2. its form and content are agreed with the Customer (it is unconditional, irrevocable and contains the obligations of the credit institution / insurance company to pay the amount of the guarantee to the Customer upon its first request). The advance payment guarantee shall include the material terms included in the guarantee form in Guarantee Of Repayment Of The Advance Payment (Annex 5 to the Contract),, and shall not contain other provisions imposing any additional obligations or restrictions on the Customer. If the guarantee is an insurance policy, it must be accompanied by a document confirming the payment of the insurance premium.
 - 22.2.3. its amount is equal to 40% of the cost of each regional electric train.
 - 22.2.4. enters into force on the day of payment of the second invoice for the advance payment specified in clause 20.1.2 of this Contract, and is valid until the transfer of the corresponding regional electric train .
- 22.3. The customer has the right to demand payment under the guarantee and, upon unilateral written notice to the issuer of the guarantee, credit it to his account to cover any payments due to him.
- 22.4. Guarantees of the second advance payment are returned to the issuer of the guarantee after the transfer of the relevant regional electric train.
- 22.5. Any claims and disputes related to this advance payment guarantee shall be resolved in the courts of the Republic of Uzbekistan. The advance payment guarantee is subject to the ICC Uniform Rules for Demand Guarantees, ICC Publication No. 758, hereinafter referred to as URDG 758. All matters not regulated by URDG 758 are governed by the laws and regulations of the Republic of Uzbekistan.

23. Contract performance bond

- 23.1. Within 30 (thirty) days after the signing of this Contract, the signature of this Contract, the supplier should submit to the customer a Contract Performance Bond, which meets the provisions of clause 24 of this Contract, in the amount of [amount (amount in words)] USD , which corresponds to 5% (five percent) of the purchase price (clause 19.1 of the Contract). The Contract performance bond should enter into force on the date of its issue and shall remain binding for at least 2 (two) years and 2 (two) months after the transfer of the last regional electric train to the Customer.

- 23.2. Each time any regional electric train is transferred, the amount of the Contract performance bond shall reduce by 2.5% of the cost of one regional electric train.
- 23.3. For the needs of determining the amount of the Contract performance bond, the confirmation of the transfer of the electric train is the regional act of transfer of the electric train signed by the Customer. The Supplier is obliged to timely submit one copy of the act of transfer of the regional electric train to the issuer of the enforcement of the Contract.

24. General Conditions of the Contract performance bond and its use

- 24.1. The Contract performance bond should be issued in the form of an unconditional demand guarantee of a credit institution or in the form of an insurance policy issued by an insurance company, and the credit rating of the credit institution or insurance company or their parent companies at the time of issuance of the guarantee or insurance policy must be at least: 1) Moody's - A3, 2) Standard & Poor's - A-, 3) Fitch - A.
- 24.2. The form and content of the Contract performance bond should be agreed with the Customer (it is unconditional, irrevocable and contains the obligations of the credit institution / insurance company to pay the guarantee amount to the Customer upon request). The Contract performance bond should include the material terms included in the performance bond form provided in Annex 6 and shall not contain other provisions imposing any additional obligations or restrictions on the Customer.
- 24.3. The Customer has the right to demand the Contract performance bond and, with unilateral written notice to the issuer of the guarantee, credit it to his account to cover any payments due to him.
- 24.4. If the Contract performance bond is provided as a guarantee of a credit institution, it must also comply with the following provisions:
 - 24.4.1. the credit institution undertakes to pay the amount required by the Customer as part of the Contract performance bond of the Contract at the first written request of the Customer, in which the Customer indicated that the Supplier has not fulfilled its obligations under the concluded Contract. The Customer shall not provide the credit institution with evidence or justification for the Supplier's default.
 - 24.4.2. The Customer shall not demand from the Supplier the amount of the security for the performance of the Contract before presenting his claim to the credit institution.
 - 24.4.3. the Contract performance bond of the Contract shall be irrevocable.
 - 24.4.4. claims and disputes related to this Contract are subject to consideration in the courts of the Republic of Uzbekistan. URDG 758 applies to the performance bond. All matters not regulated by URDG 758 are governed by the laws and regulations of the Republic of Uzbekistan.
- 24.5. If a performance bond is provided as an insurance policy, it must also comply with the following provisions:
 - 24.5.1. the insurance company undertakes to pay the amount required by the Customer as part of the Contract performance bond of the Contract at the

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first written request of the Customer, in which the Customer indicated that the Supplier did not fulfill its obligations under the concluded Contract. The Customer shall not provide the insurance company with evidence of default by the Supplier.

24.5.2. The Customer shall not demand from the Supplier the amount of the security for the performance of the Contract before presenting his claim to the insurance company.

24.5.3. the insurance policy must be accompanied by a document confirming the payment of the insurance premium.

24.5.4. the insurance policy must be irrevocable.

24.5.5. claims and disputes related to this insurance policy are subject to resolution in the courts of the Republic of Uzbekistan in accordance with the current legislation and regulations of the Republic of Uzbekistan.

25. General Rules for Extending or Reissuing of the Contract performance bond and an Advance Payment Guarantee

25.1. If, in accordance with the terms of the Contract, the Contract performance bond or the advance payment guarantee must be extended or reissued, the Supplier shall, no later than 2 (two) months before the expiration of the Contract performance bond or the advance payment guarantee, ensure the extension of the corresponding Contract performance bond or the advance payment guarantee. payment or issue to the Customer a new contract Contract performance bond or an advance payment guarantee. An extension and a new bank guarantee or insurance policy must comply with all requirements of the Contract.

25.2. If, in accordance with the provisions of clause 25.1, the Customer is not presented with an extension of the credit institution guarantee or insurance policy or a new guarantee of the credit institution or insurance policy, the Customer may use (withdraw) the existing guarantee of the credit institution or insurance policy for the amount for which the extension or new guarantee is not presented. credit institution or insurance policy. The amounts which the Customer receives under a credit institution guarantee or an insurance policy so used shall be held by the Customer as security for obligations that should have been secured by an extension or a new credit institution guarantee or insurance policy that was not presented in a timely manner, until until an extension or a new credit institution guarantee or insurance policy is submitted. Upon receipt of an appropriate extension or the new Contract performance bond or advance payment guarantee, the Customer shall return to the Supplier the retained amount to the extent that this amount has not been used to cover the amounts due to the Customer. The customer is not obliged to pay compensation or interest for the warranty used or the amount thus saved.

SECTION 6. WORK PLAN, REPORTS AND DISCUSSION

26. Work plan

- 26.1. At the time of of the Contract coming into force, a detailed work plan of the supplier shall be available to the customer, containing the schedule for the development of the technical provisions, design, manufacture, testing, certification and commissioning of electric trains, as well as the delivery time for the components of the object of purchase. The work schedule should consistent with the deadlines specified in the Contract and its annexes. The form of the work schedule is given in Annex 7 to the Contract.
- 26.2. The Supplier shall report the Customer of any changes to the Work Plan in writing, indicating the rationale/reason for the respective changes.

27. Project Managers of the Parties

- 27.1. The Contracting Parties shall appoint their Project Manager within one month after the entry into force of the Treaty by written notification to the other Contracting Party. The project manager has the right to represent the relevant contracting party in accordance with the authority specified in the notification to the project manager of the contracting party. Contracting Party Project Managers shall ensure that all measures necessary to fulfill the obligations of the respective Contracting Party are observed or implemented. In any case, only a specially authorized person will be able to approve (sign) amendments or changes to the provisions of the Contract.
- 27.2. The Party may change its Project Manager or limit the powers of its Project Manager by notifying the other Party in the manner prescribed in clause 10.7 of this Contract.

28. Reports

- 28.1. Until the handover of all components of the object of purchase, the Supplier is obliged to submit a written report on the progress of this Contract at least once a calendar month, unless otherwise agreed by the parties, and within 5 working days after the individual request of the Customer. This report should contain information on the progress of manufacturing and commissioning, expected delivery dates and their compliance with the work schedule, as well as on identified and eliminated defects in electric trains and other components of the object of purchase.

29. Discussions

- 29.1. Starting from the date of entry into force of this Contract and until the transfer of the entire object of purchase, project managers of the parties organize a meeting of representatives of the parties in Tashkent once a calendar month to discuss current issues related to the implementation of the work plan, unless otherwise agreed by the parties. Representatives of the parties must meet in Tashkent also at the individual request of the Customer, which must be submitted to the Supplier at least 5 working days before the proposed meeting. Each party shall bear its own costs associated with participation in such meetings.

SECTION 7. PRINCIPAL ELECTRIC TRAIN DESIGN AND LAYOUT

30. Principal electric train design

- 30.1. The principal electric train design including internal and external layout, will be prepared by the Supplier as per Annex No 7 "Procedure Of Design Submission And Review" to the present Contract, and must be agreed and approved by the Customer or a third party on behalf of the Customer prior to commencement of detailed design and production of Electric Trains. The design will be based on the Technical Specification and the Supplier's tender. The principal electric train design must contain a detailed description of the fulfillment of each requirement specified in the Technical Specification.
- 30.2. Within the time frame specified in the detailed project schedule (Annex 4), the Supplier is obliged to submit the principal electric train design for approval to the Customer or a third party on behalf of the Customer. Documents will be provided in Russian and in the original language. Any application must contain at least 4 (four) copies in paper form, as well as 2 (two) electronic copies without copy protection on flash drives (text documents and permits for preliminary design in MS Word, MS Excel or Adobe Acrobat format; drawings - in Adobe Acrobat format and CAD format to be agreed by the parties). The Supplier shall ensure that the materials are delivered to the Customer in packaging that cannot be damaged in transit.
- 30.3. The customer or a third party on behalf of the customer must review the principal electric train design within 20 days from the date of their receipt. If the Customer or a third party on behalf of the Customer has questions, comments or objections regarding the compliance of the main design of the electric train project with the Technical Specification, they are sent to the Supplier in writing. The Supplier must consider them and provide answers/eliminate inconsistencies (make corrections) within 10 (ten) working days after receiving questions/comments/objections.
- 30.4. The Supplier is obliged to send corrections to the principal electric train design back to the Customer for approval. If the Customer or a third party on behalf of the Customer agrees that the principal electric train design complies with the terms of this Contract, the Customer or a third party on behalf of the Customer signs each paper copy of the main structure of the electric train, sends one copy back to the Supplier and keeps three copies of the main structure of the electric train. In the case of repeated corrections or comments for their submission and elimination of inconsistencies, the deadlines established in clause 30.3 of this Contract shall apply.
- 30.5. Once the EMU or a third party on behalf of the Employer has approved the materials relating to the main EMU design project, the project design freeze status is reached, allowing the Supplier to proceed with the detailed design of the EMU project.

31. Supplier's obligation to design electric trains

- 31.1. The Supplier undertakes to design electric trains and develop their technical designs in accordance with the Technical Specification, the principal electric train design, the detailed project schedule, the Tender Procedure, the requirements and standards in force in the Republic of Uzbekistan, as well as in accordance with the climatic conditions of the Republic of Uzbekistan and the peculiarities of its railway infrastructure .

- 31.2. Before starting detailed design, production and supply, the Supplier must also ensure compliance with the homologation requirements for rail vehicles in accordance with the relevant GOST standards and local standards of the Republic of Uzbekistan and select an accredited certification body to assess the conformity of the rolling stock .

SECTION 8. MANUFACTURING

32. Obligation of the Supplier to manufacture electric trains

- 32.1. The Supplier undertakes to manufacture electric trains that will comply with the Technical Specification, the principal electric train design, the detailed technical design, the requirements of the Contract, the Tender Procedure and the provisions of laws and regulations in force in the Republic of Uzbekistan.
- 32.2. Not later than 90 days after the signing of the Contract, the Supplier shall submit to the Customer or a third party on behalf of the Customer a manufacturing management and quality control manual (or equivalent document) that will be followed during the manufacturing of electric trains.
- 32.3. The Customer or a third party on behalf of the Customer has the right to control the process of manufacturing of electric trains, the conformity and quality of materials used in manufacturing, testing and acceptance of the electric train and during its transfer to the Customer. The Customer shall control the compliance of the electric trains with the Technical Specification, the principal electric train design, the Supplier's tender and the requirements of the Contract. Checks must be carried out in such a way that they do not interfere with the production process of electric trains.
- 32.4. The Customer appoints his representative or representatives to control the manufacturing process or authorizes any competent natural or legal person to exercise control (hereinafter referred to as the Customer's representative). The Customer's representative has the right to be present at the Customer's production facilities and control the production process.
- 32.5. The Customer's expenses related to manufacturing control (transport and accommodation costs) of the Customer's representative shall be paid by the Supplier.
- 32.6. During manufacturing control, any remarks and comments of the Customer do not release the Supplier from responsibility for the timely fulfillment of its obligations under this Contract.
- 32.7. The supplier is obliged to comply with the localization conditions specified by him in table F IN -16 of the financial offer (Annex No. 6 to the procurement documentation of the tender procedure with identification number PIU-06, held from _____ to _____).

33. Factory test

- 33.1. After completion of the manufacturing process of each regional electric train at the Supplier's plant, a factory test must be carried out in accordance with the requirements of the EN50215 standard, equivalents of international standards and GOST. The Supplier must inform the Customer about the time of factory testing of each regional electric train no later than 14 (fourteen) days in advance.

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- 33.2. The purpose of the factory tests of the regional electric train is to check the compliance of the regional electric train with the Technical Specification, the requirements of the Contract, the principal electric train design and the Supplier's tender application.
- 33.3. Representatives of the Customer must participate in each individual factory test of electric trains. If the representatives of the Customer do not participate in the factory tests of the regional electric train without a justified reason, the Supplier has the right to conduct tests without the participation of the representatives of the Customer. At the reasonable request of the Customer, the Supplier may change the estimated time of factory test of any regional electric train, and if the time of factory test of any regional electric train, at the request of the Customer, is later than originally planned by the Supplier, the delivery time of the relevant regional electric train is automatically extended by the appropriate period, but not delivery time for other electric trains.
- 33.4. After completion of the factory test of the regional electric train, the Customer must prepare a report on the factory test of the regional electric train, in which he registers all possible inconsistencies.
- 33.5. If customer's representatives, who participate in the factory test of the regional electric train find any inconsistencies, they must be registered in the protocol of the factory tests of the regional electric train, and the Supplier is obliged to eliminate them. After elimination of the indicated inconsistencies, a re-factory test of the regional electric train must be carried out in a reasonable amount. The Supplier shall not invoke this delay as a basis for an extension of the deadline for fulfilling its obligations.
- 33.6. The Customer's expenses related to the participation of the Customer's representative in factory tests (transport and accommodation costs) shall be paid by the Supplier.
- 33.7. In the event of a re-factory test, the Supplier shall cover all relevant costs, including the costs of the Customer, related to the participation of a representative of the Customer in the re-factory test (travel and accommodation costs).
- 33.8. After a successful (without recorded non-compliance) regional factory test of the electric train, the Supplier shall submit to the Customer one copy of the protocol of the regional factory test of the electric train.

34. Electric train equipment and technical documentation

- 34.1. The supplier shall equip the electric trains with working tools and equipment in accordance with the requirements of sections 2-18, 2-19, 2-20 and 2-21 of the Technical Specification (Annex No. 2 to the tender documentation of registration number PIU -06).
- 34.2. The Supplier shall prepare and submit the technical documentation in accordance with the requirements of section 5 and 7 of the Technical Specification (Annex No. 2 to the tender documentation, registration number PIU -06). The Customer may use the technical documentation at its own discretion, including submit it to a person who, on the instructions of the Customer, carries out maintenance, operation or modernization of electric trains.

SECTION 9 - CERTIFICATION AND COMMISSIONING

35. Supplier's obligation to test, certify, conformity assessment and commissioning of electric trains

- 35.1. The Supplier shall, at its own expense, perform all the actions necessary for testing, certification, conformity assessment and commissioning of electric trains in the Republic of Uzbekistan in accordance with the current legislation and regulations.

36. Customer's involvement and provision of drivers

- 36.1. The Customer shall be involved in tests, certification, conformity assessment and commissioning of electric trains according to the procedure set out in this Contract. The participation of the Customer does not release the Supplier from liability under the Contract, including from responsibility for the proper manufacture of electric trains and their transfer to the Customer, as well as from liability for the quality and technical solutions of electric trains.
- 36.2. If necessary, the Customer will provide the Supplier with drivers of electric train who have the necessary qualifications in accordance with the requirements of the laws and regulations of the Republic of Uzbekistan to drive regional electric trains during testing, certification, conformity assessment and commissioning, which are carried out in the Republic of Uzbekistan. The supplier is responsible for the proper training of drivers to drive regional electric trains and their supervision when they drive regional electric trains. The Supplier shall cover at its own expense any costs for the training and supervision of electric train drivers in accordance with the provisions of this paragraph.
- 36.3. If necessary, the Customer may provide the Supplier with the possibility to use the Customer's depot for repair to accommodate electric trains until they are handed over to the Customer (while testing, certification, conformity assessment and commissioning of electric trains are being carried out). The parties shall separately agree on the costs and rules associated with the use of the repair depot.

37. Testing and certification of the first regional electric train

- 37.1. After successful factory test, the first regional electric train shall be tested and certified according to the requirements of legislative and regulatory acts and technical requirements on the public use railway infrastructure, the equipment of which corresponds to the equipment of the Uzbekistan railway infrastructure.
- 37.2. The Supplier shall inform the Customer about the tests of the regional electric train no later than 14 (fourteen) days in advance. Representatives of the Customer shall participate in test of a regional electric train. At the reasonable request of the Customer, the Supplier may change the estimated time for testing the regional electric train, and if the time for testing the regional electric train at the request of the Customer is later than originally planned by the Supplier, the delivery time for the regional electric train is automatically extended for the corresponding period.
- 37.3. The purpose of test a regional electric train is to check conformity of a regional electric train with the requirements of the Contract and technical provisions for electric trains

and the supplier's tender, as well as obtaining a certificate of conformity for the use of electric trains in the Republic of Uzbekistan.

- 37.4. After the completion of the tests of the first regional electric train, participants of the process of testing the regional electric train shall prepare a report, where they register their comments, if any. If the representatives of the Customer participating in the tests of the regional electric train find any non-compliances, those shall be recorded in the protocol, and the Supplier is obliged to eliminate them. After their elimination, a re-test of the regional electric train should be carried out in a reasonable amount. The Supplier shall not refer to this delay as the reason for extension of the deadline for fulfilling its obligations.
- 37.5. In case of a re-test of the electric train, the Supplier undertakes to cover all related costs.
- 37.6. After successful testing of the regional electric train, the Supplier shall ensure that a certificate of conformity is obtained allowing the use of the regional electric train in the Republic of Uzbekistan, in accordance with the laws and regulations of the Republic of Uzbekistan.

38. Commissioning

- 38.1. After successfully completing the tests of the first regional electric train and obtaining a certificate of conformity in accordance with the provisions of clause 37 of this Contract, and for other electric trains - after successfully conducting factory tests of a regional electric train, the Supplier will organize the commissioning of a regional electric train in the manner prescribed by the legislative and regulatory acts of the Republic of Uzbekistan .
- 38.2. The Supplier creates a commission for putting electric trains into operation in the manner prescribed by the legislative and regulatory acts of the Republic of Uzbekistan. The commission must include at least 2 (two) representatives delegated by the Customer.
- 38.3. The Supplier shall notify the Customer of the time and place of the test drive at least 5 (five) working days in advance.
- 38.4. The test drive shall be organized on the section of the public infrastructure railway at the expense of the Supplier. The results of this test drive must be recorded in the test drive report.
- 38.5. The Supplier's obligations include free preparation of the documents requested by the commission, specified in clause 38.3 of the Contract.
- 38.6. If it is necessary to repeat the test drive due to the fault of the Supplier, the Supplier undertakes to cover all related costs. It is the Supplier's responsibility to provide proof that the negative test drive results were not the fault of the Supplier.
- 38.7. After a successful trial run of the regional electric train, the Supplier shall prepare a commissioning report for the regional electric train.
- 38.8. The Supplier arranges for the commissioning of the regional electric train in such a way and at such time that the delivery terms specified in Annex 4 to the Contract "Schedule of delivery of the Procurement Object" are observed.

SECTION 10. TRANSFER OF THE PROCUREMENT OBJECT

39. Delivery of electric trains and their transfer to the customer

- 39.1. The Supplier, in accordance with the terms of INCOTERMS 2020 CIP , is obliged to deliver and transfer to the Customer the electric train within the time limits established in the delivery schedule of the object of purchase (Annex 4 to the Contract) in such a condition and with such equipment that meets the requirements of the Contract and which the Customer can use fully and immediately , without any additional preparatory measures or materials for the transportation of passengers in the Republic of Uzbekistan.
- 39.2. The place of delivery and transfer of electric trains is INCOTERMS 2020 CIP - Tashkent (Chukursai station), Uzbekistan Temir Yullari JSC.
- 39.3. Unless the Customer agrees otherwise with respect to any particular regional electric train, the Customer shall not be obliged to accept any regional electric train before the deadline specified in Annex 4 to the Contract "Procurement Object Delivery Schedule".
- 39.4. The customer is obliged to check the compliance of the regional electric train with the requirements of the Contract, which is a precondition for the transfer of the corresponding regional electric train. The Regional Electric Train is considered to be handed over to the Customer when both parties have signed a proper deed of transfer, giving the right to the Supplier to issue an invoice for the amount determined by the terms of payment. At the time of transfer, all obligations for the maintenance and operation of the regional electric train, as well as any risks associated with the destruction or damage of the regional electric train, are transferred to the Customer, unless otherwise provided by the act or this agreement. On behalf of the Customer, the transfer act is signed by an authorized employee of the Customer. The name of the authorized employee and his deputy is communicated by the Customer to the Supplier no later than 1 (one) month before the first proposed transfer.
- 39.5. Upon transfer of the electric trains to the Customer, the Supplier shall transfer to the Customer the right (perpetual license) to use any software and equipment necessary for the operation, maintenance, repair, modernization of electric trains independently and without additional permits or payments. This includes the right to transfer these rights to use to third parties at its discretion, but not to a greater extent than is granted to the Customer. Unless otherwise agreed by the parties, fees for licenses and equipment are included in the purchase price. The purchase price includes maintenance and software support services during the warranty period of the regional electric train and 3 (three) years after the end of the warranty period of the last transferred regional electric train.
- 39.6. If server platforms are required to work with the software of electronic systems used for the operation of electric trains and maintenance of electric trains, the Supplier undertakes to provide: operating systems, databases and firmware, if any) and (2) a configured and ready-to-use server infrastructure for the software of electronic systems used for the operation of electric trains and maintenance of electric trains, which, in terms of resources, will ensure good and high-quality operation of the software electronic systems used for the operation of electric trains and maintenance of electric trains during the operation of electric trains. The Supplier shall ensure that

the software of the electronic systems used in the electric trains is maintained and updated during the design life of the trains. The supplier shall develop an obsolescence plan to cover the design life of the electric train as specified in sections 2 and 9 of the Technical Specification.

- 39.7. To eliminate any doubts, it is clarified that the Customer shall in no way be obliged to do the transfer of a regional electric train, if it does not meet the requirements established in this Contract. When inspecting a regional electric train before its transfer, the Customer must in good faith show the Supplier all those defects that, in the opinion of the Customer, are an obstacle to transfer. However, the fact that the Customer carried out such an inspection and pointed out (or did not point out) the shortcomings that are an obstacle to the transfer of the train does not release the Supplier from the responsibility for eliminating further shortcomings of the regional train or from the responsibility for meeting the deadlines for the transfer.
- 39.8. Without prejudice to any other provisions of the Treaty, and to the extent that the parties have not expressly agreed otherwise in writing, the preconditions for the handover of the first regional electric train are:
 - 39.8.1. certification of a regional electric train in accordance with the provisions of this Contract.
 - 39.8.2. delivery of equipment necessary for maintenance of electric trains and its transfer to the Customer.
 - 39.8.3. delivery of spare parts and their transfer to the Customer.
 - 39.8.4. completion of staff training.
 - 39.8.5. delivery of full technical documentation and its transfer to the Customer.
- 39.9. Without prejudice to any other provisions of the Contract, and to the extent that the parties have not explicitly agreed otherwise in writing, then a precondition for the transfer of any regional electric train other than the first is the transfer of the first regional electric train in accordance with the provisions of this Contract.
- 39.10. The Parties agree that signature of the transfer act shall not release the Supplier from liability under this Contract for shortcomings and the fulfillment of other obligations under this Contract.

40. Delivery and transfer of equipment necessary for the maintenance of electric trains

- 40.1. The Supplier, according to INCOTERMS 2020 CIP - Tashkent (Chukursai station), delivers and transfers to the Customer the equipment necessary for servicing electric trains in accordance with the object of purchase delivery schedule included in Annex 4 to this Contract and other provisions of this Contract.
- 40.2. The place of delivery and transfer of equipment necessary for servicing electric trains is INCOTERMS 2020 CIP - Tashkent (Chukursay station) if the delivery is made with road transport. The Supplier shall, at its own expense and risk, supply the equipment necessary for the maintenance of electric trains, together with a complete user manual and installation instructions, which is considered an accessory and an integral part of the equipment necessary for the maintenance of electric trains.

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- 40.3. The equipment necessary for the maintenance of electric trains shall be deemed to be transferred to the Customer, when both parties have signed a proper transfer act which entitles the Supplier to issue an invoice for the amount determined by the terms of payment. At the time of transfer, all obligations for the maintenance and operation of the equipment necessary for servicing electric trains, and any risks associated with the destruction or damage of equipment necessary for servicing electric trains, pass to the Customer, unless otherwise provided by the act or this Contract. On behalf of the Customer, the transfer act shall be signed by an authorized employee of the Customer. The surname of the authorized employee and his deputy is reported by the Customer to the Supplier no later than 1 (one) month before the first intended transfer.
- 40.4. To eliminate any doubts, it is clarified that the Customer is in no case obliged to transfer the equipment necessary for the maintenance of electric trains if it does not meet the requirements established in this Contract. When inspecting the equipment necessary for the maintenance of electric trains, before its transfer, the Customer must in good faith show the Supplier all those shortcomings that, in the opinion of the Customer, are an obstacle to transfer. However, the fact that the Customer has carried out such an inspection and pointed out (or did not point out) the defects that are an obstacle to the transfer of the equipment for maintenance does not release the Supplier from the responsibility for eliminating further defects in the equipment for maintenance or from the responsibility for meeting the deadlines for the transfer.
- 40.5. The supplier shall cooperate in good faith in the design of the electric train repair depot by providing advice and participation in discussions, providing documentation necessary for the design of the electric train repair depot, to the extent that it is related to the equipment necessary for the maintenance of electric trains. Remuneration for the participation of a qualified specialist of the Supplier (no more than 500 man-hours to perform direct duties) in the design of a depot for the repair of electric trains is included in the purchase price. The participation of the Supplier's specialist in the design of the depot for the repair of electric trains in excess of this scope of work is paid by the Customer additionally in accordance with the practice in force in the Republic of Uzbekistan, when the Supplier and the Customer discuss and agree in good faith on the proposed budget for additional costs. The Supplier must promptly notify the Customer of the provision of the scope of work of the specialist included in the purchase price, and provide the Customer with a budget for the costs of further participation of the specialist.

41. Delivery and transfer of stocks of spare parts

- 41.1. The supplier, in accordance with the terms of INCOTERMS 2020 CIP - Tashkent (Chukursai station), delivers and transfers the stock of spare parts in accordance with the delivery schedule of the object of purchase included in Annex 4 to this Contract and other provisions of this Contract.
- 41.2. The place of delivery and handover of the spare parts warehouse is INCOTERMS 2020 CIP - Tashkent (Chukursay station), if delivery is by road.
- 41.3. The stock of spare parts shall be deemed to be transferred to the Customer when both parties have signed the proper transfer act and invoice for the goods (moment of handover). At the time of transfer, all risks associated with the destruction or damage to the stock of spare parts are transferred to the Customer, unless otherwise

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provided by the act or this Contract. On behalf of the Customer, the transfer act is signed by an authorized employee of the Customer. The surname of the authorized employee and his deputy is reported by the Customer to the Supplier no later than 1 (one) month before the first intended transfer.

- 41.4. For the elimination of any doubt, it is clarified that the Customer shall in no case be obliged to transfer a stock of spare parts if it does not comply with the requirements established in this Contract. When inspecting the warehouse of spare parts before its transfer, the Customer must show the Supplier in good faith all those shortcomings that, in the opinion of the Customer, are an obstacle to transfer. However, the fact that the Customer has carried out such a check and pointed out (or did not point out) the defects that are an obstacle to the transfer of spare parts does not release the Supplier from the responsibility for eliminating further defects in the spare parts warehouse or from the responsibility for meeting the deadline for the transfer.

42. Transfer of technical documentation

- 42.1. The supplier, in accordance with the terms of INCOTERMS 2020 CIP - Tashkent (Chukursay station), delivers and transfers technical documentation in accordance with the delivery schedule for the object of purchase included in Annex 4 to this Contract and other provisions of this Contract.
- 42.2. The place of delivery and transfer of technical documentation is Uzbekistan Temir Yullari JSC, st. T. Shevchenko, 7, Tashkent, Republic of Uzbekistan .
- 42.3. The technical documentation shall be deemed to be transferred to the Customer when both parties have signed transfer act, which entitles the Supplier to invoice the amount defined under the payment conditions. On behalf of the Customer, the transfer act is signed by an authorized employee of the Customer. The name of the authorized employee and his deputy must be communicated by the Customer to the Supplier no later than 1 (one) month before the first intended transfer.
- 42.4. To eliminate any doubts, it is clarified that the Customer is in no case obliged to transfer technical documentation if it does not comply with the requirements established in this Contract. When examining the technical documentation before its transfer, the Customer must show the Supplier in good faith all those shortcomings that, in the opinion of the Customer, are an obstacle to transfer. However, the fact that the Customer has carried out such a check and pointed out (or did not point out) the shortcomings that are an obstacle to the transfer of the technical documentation does not relieve the Supplier from the responsibility for eliminating further shortcomings in the technical documentation or from the responsibility for meeting the deadlines for the transfer.

43. Personal training

- 43.1. The Supplier shall train of the Customer's personnel in accordance with the provisions of Section 8 of the Technical Specification within the time limits set in the object of purchase delivery schedule included in Annex 4 to this Contract, and at the place specified by the Supplier.
- 43.2. Personnel training is considered completed, and training services provided to the Customer, when both parties have signed a proper act, which entitles the Supplier to invoice the amount defined under the payment conditions.

- 43.3. To eliminate any doubts, it is clarified that the Customer is in no case obliged to sign the act of acceptance with regard to training of trained personnel if the training does not meet the requirements established in this Contract.

SECTION 11. DEFECTS AND WARRANTY

44. Warranty

44.1. General Warranty

- 44.1.1. The Supplier warrants that the trains will meet the criteria and requirements set forth in this Contract, that they will operate and that they will be fit for all purposes specified in this Contract. The Supplier shall be liable for defects in material and defects in title, unless otherwise provided in this Contract.
- 44.1.2. The Supplier guarantees that each train is a properly functioning complete unit, suitable in all respects for all purposes specified in this Contract, including, but not limited to, passenger transportation on the railway network of the Republic of Uzbekistan.
- 44.1.3. The general warranty described in this Contract in Sections 44.1.1 and 44.1.2 applies to all defects found or occurring in the period from the date of handover of each train until two (2) years after the handover of the train.
- 44.1.4. The General Warranty covers the entire train and all parts, systems and labor not mentioned in Section 44.2 Extended Warranty.

- 44.2. Extended Warranty. In addition to the general warranty set forth in clause 44.1 of this Contract, the following electric train components are covered by an extended warranty with the following minimum warranty periods.

44.2.1. 4 years:

- Inter-car-connections (Gangways)
- Traction motors
- Compressors of the brake system and the air conditioning systems

44.2.2. 6 years:

- Paintwork (maintained in accordance with maintenance regulations)
- Full body including front part
- Complete trolley set, including:
 - Reducers (draughts and reducers of bridges)
 - Bearings
 - Bogie frame, wheelsets and axles
 - Brake disk

- 44.3. For any component of the regional electric train, which is covered by the warranty, and which is replaced or installed as part of the warranty elimination of defects, from the moment of its installation (replacement), a new warranty period of 24 months begins.
- 44.4. The warranty period for the equipment necessary for servicing electric trains is 24 months from the date of transfer of the first regional electric train.
- 44.5. For spare parts included in the spare parts warehouse, from the date of handover of the spare parts, the terms and conditions of the guarantee specified in clauses 44.1 and 44.2 apply.

45. Elimination of defects during the warranty period

- 45.1. The supplier is responsible for defects found during the warranty period, provided that the operating instructions and the maintenance schedule for electric trains are followed. This also includes the proper use and maintenance of the equipment required for this. The elimination of defects, as well as the repair of damage directly related to defects shall be borne by the Supplier.
- 45.2. In addition to the warranty period set in this clause, the procedure and rules for eliminating defects are set out in Annex 8 to this Contract. This includes the definitions of the defect categories Level A and Level B.
- 45.3. The Supplier is obliged to remedy any defect found during the warranty period as soon as possible after notification, but no later than (unless the Customer has agreed to a longer period):
 - 45.3.1. Level A defect - within 24 hours.
 - 45.3.2. Level B defect - within 72 hours.
- 45.4. Any defect found during the warranty period in the equipment necessary for the maintenance of electric trains shall be eliminated within 48 hours, but if the defect does not disturb full maintenance and operation of electric trains in accordance with the train schedule, the Customer may set a period of up to 5 working days. Depending on the nature of the defect, the Customer may agree to a longer period for the elimination of the defect.
- 45.5. Warranty for Systematic Faults
 - 45.5.1. In addition to clauses 44.1 (General Warranty) and 45 (Elimination of defects during the warranty period) of the Contract, the terms of the warranty for systematic failures as defined in clause 45.5.3 apply.
 - 45.5.2. The warranty period for systematically occurring malfunctions starts from the moment of delivery of the first train and ends 2 (two) years after the delivery of the last train.
 - 45.5.3. A systematic failure is defined as a failure that is caused by the design, construction, manufacturing or any other omission of the Supplier and
 - a) occurs on trains for a continuous period of twenty-four (24) months on at least 10 percent of the same components with identical causes. This applies if the total number of identical parts in an electric train covered by

the Continual Failure Warranty is less than three (3) such identical parts per electric train; and/or

- b) occurs on trains over a continuous period of twenty-four (24) months on at least 8 percent of the same components with identical causes. This applies if the total number of identical parts in an electric train covered by a systematic fault warranty is more than two (2) and less than ten (10) such identical parts per electric train; and/or
- c) occurs on trains for an uninterrupted period of twenty-four (24) months on at least 5 percent of the same components with identical causes. This is applicable if the total number of identical parts in an electric train covered by the consistent fault warranty is ten (10) or more such identical parts per electric train.

45.5.4. The Supplier is obliged at its own expense to eliminate a systematically occurring defect in all electric trains, making changes to the design, if necessary, to prevent the recurrence of the defect. The deadline for eliminating the detected defects is set in clause 45.3, but the defect in all electric trains must be eliminated and / or changes made to the design within 1 (one) month, unless the parties agree on a different period, based on the nature of the defect.

45.6. If the Supplier can prove that a systematically occurring defect found in accordance with the provisions of clause 45.5 of the Contract affected a specific batch of parts or assemblies, the Supplier shall replace or repair only the batch of parts or assemblies so affected within the period specified in clause 45.5 of this Contract.

SECTION 12 VERIFICATION, COMPENSATION OF LOSSES AND PENALTIES

46. Verification

46.1. In accordance with the provisions of Annex 9 to this Contract, the Customer checks that the actual power consumption of electric trains matches the one specified in the Supplier's tender. If the Customer discovers that the consumption of electricity by a regional electric train exceeds that specified in the Supplier's tender, the Supplier is obliged to pay a penalty to the Customer. The penalty for each regional electric train is calculated according to the following formula:

$$\Delta\epsilon = (\Delta E) \times \left(\frac{78000}{(L)} \right) \times 30 \times 2.00\epsilon,$$

where

$\Delta\epsilon$ = Additional cost per train for the Lifetime of 30 years due to excess energy consumption confirmed in the Supplier's tender

ΔE = part of the energy consumption that exceeds the energy consumption confirmed in the Supplier's tender (based on the verification of energy consumption on the reference (pilot) line

L=length in km of route Tashkent-Khojkent

78000 - average kilometrage of 1 electric train per year;

2.00 € - penalty for exceeding the estimated energy consumption by 1 kWh in USD;

30 - the service life of the electric train, taken in the calculations.

The parties agree that the Customer may unilaterally make a deduction in respect of such a reduction in the price of electric trains in accordance with the provisions of the General Procurement Law and clause 16 of this Contract.

- 46.2. According to the provisions of Annex 10 of this Contract, the Customer checks the compliance of the actual number of man-hours and the number of spare parts spent on maintenance work (without major repairs) of electric trains with the value specified in the Supplier's tender. If the Customer discovers that the actual number of man-hours and/or the number of spare parts is greater than specified in the Supplier 's tender, the Supplier shall pay the Customer a penalty that corresponds to 110% of the difference calculated in accordance with the provisions of Annex 10 to this Contract in within 30 (thirty) days from the receipt of the relevant invoice.

47. Penalty for the delay of the deadline for the elimination of defects found during the warranty period

- 47.1. In case of delay in the deadlines for the elimination of defects established in clauses 45.3 or 45.4 of the Contract, the Supplier is obliged to pay the Customer a penalty for each individual case in the following amount:
- 47.1.1. for the delay of the deadline set in clause 45.3.1 of the Contract - 1000 USD for each day of delay, "but not more than 10% of the cost of the corresponding regional electric train."
- 47.1.2. for the delay of the deadline set in clause 45.3.2 of the Contract - 200 USD for each day of delay, "but not more than 10% of the cost of the corresponding regional electric train."
- 47.1.3. for the delay of the terms established in clause 45.4 of the Contract - 500 USD for each day of delay, "but not more than 20% of the cost of the equipment affected by defects, necessary for maintenance."

48. Late interest for the delay of the deadline for the transfer of the object of purchase

- 48.1. If the Supplier does not comply with the deadline for submission of any component of the object of purchase specified in Annex 4 to this Contract, the Supplier shall pay the Customer a penalty in the amount of 0.05% of the relevant component of the object of purchase for each day of delay. For the purposes of calculating the penalty, if the Supplier fails to meet the deadline for the delivery of passenger electric trains, the total price of passenger electric trains, indicated as A1.1, is divided by 32.
- 48.2. Starting from the 31st day of non-compliance with the deadline for submission of any component of the object of purchase, the Supplier shall pay the Customer a penalty in the amount of 0.1% of the relevant component of the object of purchase for each day of delay. For the purpose of calculating the penalty, if the Supplier fails to meet

the deadline for the delivery of passenger electric trains, the total price of passenger electric trains, indicated as A1.1, is divided by 32.

- 48.3. The penalty for failure to comply with the deadline for the submission of any component of the object of purchase is limited to an amount of 10% of the price of the corresponding component of the object of purchase.

49. Late interest for the delay of the deadline for payment obligations

- 49.1. If one of the parties delays the fulfillment of any payment obligations under this Contract, the relevant party delaying the fulfillment of payment obligations shall pay to the other party a penalty in the amount of 0.05% of the amount of the delayed payment for each day of delay, but not more than 10% of the amount delayed payment.

50. Penalty for general default of the Contract

- 50.1. The penalty for general default of the Contract shall be set in the amount 30% of the total purchase price.
- 50.2. The Parties shall accept and recognise that the Contract is deemed to be generally in default, if it is terminated in any of the cases referred to in sub-clauses of clause 56.2.

51. The relationship between the penalty and the obligation to fulfill a certain obligation

- 51.1. The payment of a penalty does not release the party from the obligation to fulfill this obligation.

52. Relationship between the penalty and other legal remedies

- 52.1. The fact that any party has paid a penalty, shall not deny the other party the right to use other legal remedies, for example, but not limited to request compensation of inflicted damage, to use the Contract performance bond, etc.

53. Payment term

- 53.1. If no deadline is set for any payment referred to in this section, then it should be paid within 10 (ten) working days after receiving the invoice of the entitled party.

54. Compensation for losses

- 54.1. Each party shall be liable for damages resulting from its action or inactivity.
- 54.2. Unless otherwise provided by the Contract, the scope of liability of the parties is limited to the total purchase price, which is set on the day of signing the Contract.
- 54.3. Unless otherwise provided by the Contract, the Supplier shall be liable for all losses caused to the Customer as a result of actions or omissions of the Supplier, its subcontractors or persons subordinate to the Supplier, including:
- 54.3.1. compensation for death or harm to health of persons,

- 54.3.2. damage inflicted upon properties of the Customer,
- 54.3.3. claims of third parties against the customer, which were raised in relation to this Contract and operation of regional electric trains,
- 54.3.4. harm inflicted upon the environment.
- 54.4. The scope of the Supplier's liability is not limited in the case specified in clause 55.3.1 of this Contract and clause 55.3.4 of this Contract.

SECTION 13. TERMINATION OF THE CONTRACT

55. Cases of termination of the Contract

- 55.1. This Contract may be terminated early by mutual written agreement of the parties.
- 55.2. The Customer has the right to terminate this Contract unilaterally in the following cases:
 - 55.2.1. if the Supplier does not provide the Customer with the opportunity provided for by the Contract to control the process of manufacturing electric trains and participate in factory tests.
 - 55.2.2. if the Supplier has delayed any delivery time specified in the object of purchase delivery schedule (Annex 4 to this Contract) by more than 60 days.
 - 55.2.3. if an application for a legal remedy or insolvency procedure of the Supplier is filed, or if the economic activity of the Supplier is terminated or suspended, or if the bankruptcy proceedings of the Supplier are initiated.
 - 55.2.4. if the Customer, in the manner prescribed by the Contract, determines that the actual consumption of electricity by a regional electric train exceeds that specified in the Supplier's tender by more than 25% (twenty-five percent).
- 55.3. Termination of the Contract in the cases specified in clause 56.2 of the Contract is not a basis for paying the Supplier compensation for any losses or other compensation or applying any sanctions to the Customer.

56. Procedure of termination of the Contract

- 56.1. The Customer is obliged to send the Supplier an extended written notice of termination of the Contract and provide the Supplier with at least 30 (thirty) days to eliminate the relevant violation, except for the case specified in clause 55.2.3 of the Contract, when the Contract must be terminated immediately.
- 56.2. If the violation is not eliminated within the period specified in the notice specified in clause 56.1, the Contract will be considered automatically terminated on the 31st (thirty-first) day after the notification specified in clause 56.1 is sent to the Supplier.
- 56.3. In the event of termination of the Contract, each party shall return to the other party everything (as far as practicable) that it received from the other party in accordance with this Contract or in connection with it, as soon as practicable, but no later than 30 (thirty) days from the date of termination of the Contract.

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- 56.4. If at the time of termination of the Contract there are any unsettled obligations of the Supplier to the Customer, the Customer may exercise the right to seize any object of purchases and other property of the Supplier until such obligations are fully repaid.

SECTION 14. ANNEXES

1. Regulations on the Tender Procedure (*to be attached at the conclusion of the Contract*)
2. Tender application of the Supplier (to be attached at the conclusion of the Contract)
3. Answers and clarifications provided by the Owner to Suppliers during the tender procedure, as well as during the evaluation of tenders (both questions asked by tenderers and answers received) (*will be attached when concluding the Contract*)
4. Delivery schedule of the object of procurement (*the actual delivery schedule will be attached at the conclusion of the Contract*)
5. Advance payment return guarantee form
6. Form of performance guarantee
7. Work plan form provided in Annex 4 to the Tender Procedure
8. Procedure for elimination of defects during the warranty period
9. The procedure for checking the actual consumption of electricity
10. The procedure for checking the costs of maintenance of electric trains

The Customer

JSC " Uzbekiston Temir Yullari",
procurement procedure
registration number: PIU-06,
legal address:
st. T. Shevchenko, 7,
Tashkent, Republic of Uzbekistan,
represented by
[Fist Name, Surname]
[position]

The Supplier

[...]
[...]
[...]
[...]
[...]
[...]
represented by
[Fist Name, Surname]
[position]

[date]

[date]