



Samsung Electronics Overseas B.V.  
Netherlands

## CONTRACT For electronic goods

Date 22.03.2014

"Samsung Electronics Overseas B.V." called further "Seller", and "Bumailiyamu Wufuli" called further "Buyer", signed the present contract as follows:

### 1. CONTRACT SUBJECT

1.1. "Samsung Electronics Overseas B.V." The seller will give to the buyer the electronic goods determined in the appendix to the present contract.

### 2. CONTRACT PRICE

2.1. The price provides transport services cost for contract: 20 000 000 USD.

2.2. The price is firm and isn't subject to any change.

### 3. DELIVERY TERMS

3.1. The goods specified in point 1 of the present contract, should be delivered within three months after receiving by the Seller of cost of the contract.

3.2. Within 24 hours from the moment of goods shipment the Seller is obliged to notify the Buyer on shipment date.

### 4. SANCTIONS

4.1. In case of any delay in goods delivery in time, specified in present point 3 the contract, the Supplier should pay a penalty to the buyer (coordinated and in advance liquidated damages) at a rate of 0,5 percent from cost of not put goods for each begun week of delay within the first 4 weeks and 1 percent for each next begun week. However total amount of a penalty for delay in delivery can't exceed 5 percent from the goods cost which delivery is late.

4.2. The sum of a penalty isn't subject to any change on arbitration. At penalty calculation the delay on less than a half of week shouldn't be taken into consideration and if the number of days exceeds a half of week, week is considered full. The size of a penalty should be subtracted by the Buyer at implementation of a payment on accounts of the Seller.

4.3. If the delay in delivery of the goods exceeds 3 (three) months the Buyer has the right to terminate the contract as a whole or partially.

### 5. TERMS OF PAYMENT

5.1. 100 % an advance payment from a total cost of the contract. The buyer informs the Seller on fax/telegraph a current of 5 days after payment implementation.

5.2. All expenses of bank should be paid in the following look:

- Bank expenses in the country of the seller - the seller.
- Bank expenses in the country of the buyer - the buyer.

### 6. INSURANCE

6.1. The goods according to the present contract from the Seller are insured by the Seller.

### 7. FORCE-MAJEUR

7.1. The parties are relieved from responsibility for partial or complete default of the obligations under the present contract owing to force-major circumstances: a fire, flood, earthquakes, wars, hostilities of any character, blockade, embargo, export or an import if such circumstances it is directly mentioned implementation of the present contract. In that case the term equal to term during which such circumstances operate, and their consequences will remain in force.

7.2. The party with which becomes impossible to carry out of the obligations, assumes the obligation immediately to report to other party about the beginning and the termination of the above-stated circumstances. If one of the parties unable to report other party, and force-major circumstances in a pile time, she loses the right to refer to them in the future.

7.3. The certificates issued respectively by Commercial and industrial chamber or in the country of the seller, or in the country of the buyer will be sufficient proofs of existence of such circumstances.

7.4. If such circumstances or their consequences last more than four months, each of the parties has the right to terminate the contract as a whole or partially. In that case any of the parties hasn't the right to demand from other party of compensation of any possible losses.

## 8. ARBITRATION

8.1. All disputes and disagreements which can arise from the present the contract or in connection with same should be settled by the parties peacefully in the greatest possible degree. In case the parties won't manage to come to the agreement, the parties should, without resorting to judicial proceedings, to address in the international arbitration court.

8.2. The decision of Arbitration court is final and obligatory for both parties.

## 11. LEGAL ADDRESSES OF THE PARTIES

### SELLER

"Samsung Electronics Overseas B.V."

Olof Palmestraat 10 2616 LR Delft  
The Netherlands  
Bank beneficiary  
CitiBank N.A.  
Swift: CITINL2X  
IBAN- NL [REDACTED]  
Intermediary Bank  
CITIBANK NEW YORK USA  
Swift: CITIUS33



### BAYER

Bumailiyamu Wufuli

XINJIANG, CHINA  
P CHN [REDACTED]  
KYRGYZSTAN OSH  
STR [REDACTED]

The Samsung logo, consisting of the word "SAMSUNG" in white capital letters inside a dark oval.