

**CONTRACT №****SAP №****Kryvyi Rih\_20**

**Public Joint Stock Company «ArcelorMittal Kryvyi Rih»**, hereinafter referred to as the **BUYER** represented by\_, acting on the basis of \_\_\_\_\_, of the one part, and \_\_\_\_\_, hereinafter referred to as the **SELLER**, represented by \_\_\_\_\_, acting on the basis of \_\_\_\_\_, of the other part, collectively called “The Parties” in the text of the Contract, have entered into this Contract regarding the following:

**1. Subject of the Contract**

The Seller shall deliver the Products to the Buyer and transfer them into his ownership in accordance with the Specification(s) agreed to the Contract, and the Buyer shall accept the Products and pay for them in accordance with the requirements of this Contract.

**2. Products’ price and total cost of the Contract**

- 2.1 Total cost of the Products under Contract shall be determined by summarizing the costs of all lots with the Products approved as per all Specifications made up to the Contract.
- 2.2 The price of the Products for supplying to the Buyer is agreed and determined for each position in Specification(s) that is (are) an integral part of this Contract.

**3. Terms and conditions of delivery**

- 3.1 The delivery is made by the Seller according to the International Rules of terms and definitions’ interpretation INCOTERMS, 2000 version, and agreed in the relevant Specification(s).
- 3.2 The Seller shall make delivery of the Products within the terms stated in the relevant Specification(s) only after the written Purchase order has been placed by the Buyer. The date of submission of the Purchase order is considered to be the date of the Purchase order’s sending to the email of \_\_\_\_\_ or by fax to the following number \_\_\_\_\_. The Purchase Order shall contain the list of Products (assortment) and the scopes of the products’ delivery, be in strict conformity to the range of Products and not to exceed the scopes stated in the Specification(s).
- 3.3 The date of delivery and risks’ transfer is considered as the date of transferring the Products from the Seller to the Buyer (Carrier) according to the conditions of delivery, agreed in the relevant Specification(s), pointed in the waybill (expenditure, CMR, railway, courier service). While Products delivery at CPT basis the date of delivery and risks’ transfer is considered as the date of transferring the Products from the Seller to the Buyer stated in the waybill (expenditure, CMR, railway, courier service).

3.4 The delivery is considered to be completed by the Seller in case of strict conformity of delivered Products to the Buyer's written order in respect of the terms, range of the Products and scopes upon submission by the Seller of all shipping documents under paragraph 3.6.

3.5 The Seller shall notify the Buyer about the readiness for the delivery of Products by phone or fax \_\_\_\_\_ or by \_\_\_\_\_ email at the latest 72 hours before the date of delivery. The notice shall contain the description and quantity of the Products as well as the estimated date of delivery.

3.6 At the time of the Products' arrival to the Buyer's warehouse the Seller shall provide to the Buyer the following set of documents:

- invoice;
- waybill (expenditure, CMR, railway, courier service) with indicated SAP/R3-number of the Contract and of the purchase order;
- tax declaration created according to the requirements of active legislation;
- **(choose the required option)** original or copy of document which proves the quality of the Product (quality certificate and/or compliance certificate issued for the unit or party of the Product which is supplied under this Contract, and/ or the data sheet and/ or the user's manual and the warranty certificate, upon its availability).

Seller shall provide to Buyer tax declaration, created in electronic format and complying with requirements of authorized Seller's person electronic digital signature registration in established by law order, registered in Unitary register of tax declarations, within 15 (fifteen) calendar days from the moment of origin of the right of appropriation of value-added tax sums to tax credit.