

# parametrica

Contract № \_\_\_\_\_ // dated “ \_\_\_\_ ” May 2019 Almaty city

\_\_\_\_\_, hereinafter referred to as the "Customer",  
represented by \_\_\_\_\_, acting on the basis of  
\_\_\_\_\_ and

Parametrica LLP, hereinafter referred to as the "Contractor", represented by the director Satikov Ruslan Aydinovich, acting on the basis of the Charter, on the other hand, hereinafter collectively referred to as the "Parties", and individually each "Party" or as indicated above, have entered into this agreement Contract below:

## Terms and Definitions

The following abbreviated terms and definitions are used in this Agreement:

**"Works"** - the production of paid work by the Contractor, namely the manufacture of the Product on the instructions of the Customer and the layout approved by the Customer.

**"The Act of Completed Works"** - means a bilateral document signed by authorized representatives of both Parties and certified by seals of the Parties; reflecting the fact of performance of work, according to the Agreement, its cost and terms. The act of the executed works is drawn up in order to fix the performance of work under this Agreement.

**"Warranty Period"** means the period of time of 12 (twelve) calendar months from the date of signing by the Parties of the Act of Completed Work, during which the Contractor guarantees the quality of the Work, as well as the possibility of using the Product, in accordance with this Agreement, and undertakes your account eliminate all deficiencies (defects, inconsistencies) identified by the Customer in accordance with the terms of this Agreement.

**"Agreement"** means this contract agreement with all annexes, which are an integral part of it, as well as amendments and additions to the Agreement, signed by authorized representatives of the Parties and certified by seals of both Parties.

**"The current legislation of the Republic of Kazakhstan"** means all the current national legislation of the Republic of Kazakhstan and other regulatory acts of the Republic of Kazakhstan.

**"Defect Act"** - means the act in which the detected deficiencies (defects, inconsistencies) of the Work results and the terms for their elimination are indicated.

**"Calendar Day"** means any day that has a serial number in a calendar month, including Working Days as defined below, as well as days officially considered weekends and holidays in the Republic of Kazakhstan.

**"Deficiencies (defects, inconsistencies)"** means the results of the Works performed by the Contractor with violations of the terms of the Agreement and the current legislation of the Republic of Kazakhstan, identified by the Customer.

**"Product"** is a parametric structure made of plywood, with (without) seat (seats) for seating and resting areas, consisting of a certain number of segments, used for its intended purpose, and also, as an interior item, small architecture, of good quality and suitable for its purpose, appointments that comply with the Statement of contractual price and the layout, and other

requirements of this Agreement, as well as being free from rights (encumbrances), claims of third parties.

**“Total Value of the Agreement”** means the value of the Agreement referred to in Section 3 of this Agreement.

**“Layout”** means 3D visualization of the Product design provided by the Contractor and approved by the Customer, or an authorized representative of the Customer.

**“Working days”** - means all days, with the exception of weekends and holidays.

**“Authorized bodies”** means all state bodies and non-state organizations (organizations, institutions, agencies) of the Republic of Kazakhstan.

## **1. The Subject of the Agreement**

1.1. Under the terms of this Agreement, the Customer assigns, and the Contractor undertakes to produce within a period not exceeding \_\_ (\_\_\_\_\_) calendar days from the date of receipt of the prepayment amount and approval of the Layout, in accordance with Art. 2.1.4., 3.1. of this Agreement, the Product (s), in accordance with the layout, and the Customer undertakes to accept the properly executed results of the Work and pay them in accordance with Art. 3 of this Agreement.

1.1.1. The deadline, specified in Art. 1.1. of this Agreement, is mandatory, subject to the observance of the terms of payment in accordance with Art. 3 of this Agreement.

1.2. To perform the Work under this Contract and / or their parts, the Contractor has the right to involve third parties agreed with the Customer, while the Contractor does not have the right to deviate from the Total Cost of the Agreement and is independently responsible to the Customer for the actions / inactions of the third parties involved as for their own.

1.3. Ownership of the Work results, under this Agreement, shall be transferred from Contractor to Customer from the date of acceptance of the Work results, in accordance with the terms of this Agreement.

## **2. Rights and Obligations of the Parties**

### **2.1. The customer undertakes to:**

For the proper execution of this Agreement, the Customer undertakes the following obligations:

2.1.1. make timely and full payment in the manner prescribed by Art 3 of this Agreement;

2.1.2. Acceptance of properly performed Works, in accordance with the terms of this Agreement;

2.1.3. approve the layout provided by the Contractor within 3 (three) Working days from the date of submission, which is Appendix No. 2 hereto;

2.1.4. accept results of the Works, within the time specified in Art. 4 of this Agreement, in accordance with the terms of this Agreement, or provide the Defect Act, indicating all deficiencies and defects of the Product (s), and the time to eliminate them;

2.1.5. notify the Contractor of the intention to deduct from any payments due to the Contractor the amounts of penalties, fees, other payments in accordance with the Contract, no later than 3 (three) Business days before the date of such a deduction;

2.1.6. no later than 5 (five) Business days notify the Contractor about the change of the legal (actual) address, telephone numbers, bank details and other data that are essential during the settlement and correspondence. All actions performed on the old requisites and addresses, in case of late notification will be considered as executed properly;

2.1.7. immediately notify the Contractor of potential cases of non-performance of its obligations under this Agreement, as well as potential and (or) resulting restrictions or prohibitions on the implementation of the Customer's activities by sending a written notification to the Contractor within a period not exceeding 3 (three) Business days before the occurrence such a case;

2.1.8. The customer has no right to remove (harm, damage) the branding of the Contractor, in accordance with Act. 2.4.3. of this agreement;

2.1.9. provide a level surface for the installation of the product (s). The surface should be smooth, without depressions, flows, projections, waves and differences in height;

2.1.10. comply with the requirements for the care and operation of the Product, in accordance with the Rules of Operation of the Product, which are the Annex to this Agreement.

## **2.2. The Customer has the right to:**

2.2.1. demand the execution of the Works on time, in accordance with the terms of this Agreement and the legislation of the Republic of Kazakhstan, without interfering in the operational and business activities of the Contractor

2.2.2. carry out current control and supervision over the progress and quality of the Works performed, observing the deadlines for the execution of the Works. The implementation by the Customer of this control and supervision is not the responsibility of the Customer, and therefore, the Contractor, who improperly manufactured the Product (s), is not entitled to refer to the fact that the Customer did not exercise such control and supervision;

2.2.3. reasonably reject documents submitted for payment that do not meet the requirements of this Agreement until the Customer's comments are eliminated. If the submitted documents are rejected, the Contractor shall, within 2 (two) Business days, eliminate the comments of the Customer;

2.2.4. unconditionally deduct from any payments due to the Contractor, the amount of penalties, fees, other payments in accordance with the Agreement, with the obligatory prior notification of the Contractor of such withholding, in accordance with the terms of this Agreement;

2.2.5. by a written request to require the Contractor to provide any information relating to the execution by the Contractor of the terms of this Agreement.

## **2.3. The contractor undertakes to:**

2.3.1. strictly follow the instructions of the Customer in the course of the Work, under this Agreement;

2.3.2. be fully responsible for the timely and high-quality execution of the Work, as provided for in this Agreement;

2.3.3. in case of delay in the execution of the Work, or in anticipation of the inevitability of the delay in the execution of the Work, immediately in writing, no later than 3 (three) Working days, notify the Customer of all unexpected events and circumstances that may adversely affect the performance of the Work or cause a delay in the performance of the Work;

2.3.4. timely provide the Customer, upon request, with information and documents on the progress of work. The requested information and documentation must be provided no later than 3 (three) Business days from the date of sending the corresponding written request of the Customer;

2.3.5. upon receipt of a reasoned refusal from the Customer to accept the results of the Work, due to their non-compliance with the requirements for quality, volume or non-compliance with the terms of this Agreement, the current legislation of the Republic of Kazakhstan, eliminate these shortcomings (defects, non-compliance) and make appropriate changes and additions to the results of the Works within the time limit, agreed with the Customer, on the basis of the Defect Act provided by the Customer, in accordance with sub-clause 2.1.4. actual agreement;

2.3.6. no later than 5 (five) Business days notify the Customer about the change of the legal (actual) address, telephone numbers, bank details and other data that are of essential importance during the settlement and correspondence. All actions performed on the old requisites and addresses, in case of late notification will be considered as executed properly;

2.3.7. immediately notify the Customer about potential cases of non-fulfillment of its obligations under this Agreement, as well as potential and (or) resulting restrictions or prohibitions on the Contractor's activities by sending a written notice to the Customer within a period not exceeding 3 (Three) Business days;

2.3.8. bear full responsibility under the current legislation of the Republic of Kazakhstan and this Agreement for damages caused during the performance of the Works under this Agreement to the Customer and (or) third parties, Objects and (or) other property, independently or with the involvement of third parties, resolve disputes with the Customer and (or) third parties;

2.3.9. ensure timely and correct execution of documentation under this Agreement, in accordance with the requirements of the current legislation of the Republic of Kazakhstan.

#### **2.4. The Contractor has the right to:**

2.4.1. proceed to fulfillment of the obligations hereunder, on the next day from the date of receipt of the prepayment, in accordance with Act. 3.1.1. of this Agreement and approval of the Layout by the Customer, in accordance with Act. 2.1.3. of this Agreement;

2.4.2. require payment of the Total Cost of the Agreement, in the manner specified in Art. 3 of this Agreement;

2.4.3. brand the Product (s) hereunder, i.e. place the image of the trademark (logo) and links to the Contractor's website, and the Customer has no right to remove such branding (harm, damage);

2.4.4. perform the Works under this Agreement ahead of time, while changing the deadlines should not adversely affect the quality of the work performed;

2.4.5. require the Customer to provide a flat surface for the installation of the Product (s). The surface should be smooth, without depressions, flows, protrusions, waves and differences in height.

### **3. The total value of the Agreement and the settlement procedure**

The Contractor is not a VAT payer. All amounts under this Agreement are exclusive of VAT.

3.1. The total value of the Agreement is the amount of US \$ XXXXXXXX ( \_\_\_\_\_ ) in accordance with Appendix No. 1 of this Agreement. Payment under this Agreement is as follows:

3.1.1. Prepayments in the amount of XXXXXXXX ( \_\_\_\_\_ ) US dollars, which is 80% of the total value of the Agreement, are paid by the Customer on time, no later than 3 (three) banking days from the date of signing the Agreement and issuing an invoice for payment.

3.1.2. The remaining amount in the amount of XXXXXXXX ( \_\_\_\_\_ ) US dollars, which is 20% of the value of the Agreement is paid by the Customer within 3 (three) banking days from the date of signing of the Act of completed works by the Parties, based on the invoice provided by the Contractor.

3.2. The total cost of the Agreement includes all Contractor's expenses without exception.

3.3. The total cost of the Agreement is final and can't be changed unilaterally by the Contractor. The total cost of the Agreement is subject to change only if the Parties sign an additional agreement to this Agreement.

3.4. The date of fulfillment by the Customer of its obligations to make payments is the date of receipt of funds on the Contractor's current account.

#### **4. Order and deadlines**

4.1. The Contractor proceeds to perform the Work in accordance with Act. 2.4.1. of this Agreement.

4.2. The Contractor shall complete the Works, no later than \_\_ ( \_\_\_\_\_ ) calendar days, in accordance with the terms of this Agreement.

4.3. The terms specified in Act. 4.2. of this Agreement are binding, subject to receipt of the advance payment in accordance with Act. 3.1.1. and approval of the layout in accordance with Act. 2.1.4. of this Agreement.

4.4. In case of violation by the Contractor of the fulfillment of its obligations or improper fulfillment of obligations (deadlines for the work, elimination of deficiencies, etc.), the Customer has the right to suspend the fulfillment of its obligations, including obligations to transfer funds in favor of the Contractor hereunder proper performance of obligations overdue by the Contractor.

#### **5. Acceptance of Works**

5.1. The Contractor shall notify the Customer about the need to accept the results of the Work. The Customer within 5 (five) working days after receiving such a notice (Acts of Completed Works) verifies and accepts the results of the Work with the condition that all obligations of the Contractor in accordance with the Agreement are fulfilled.

5.2. The identification of deficiencies (defects, inconsistencies) in the results of the Work is carried out by the Parties, or by authorized representatives of the Parties, with the preparation of the relevant Defect Act. The parties are required to participate in the drafting and signing of the Defect Act. If the Contractor has motivated objections regarding the Customer's defects (inconsistencies) in the Defect Act, the Contractor shall indicate these objections in the Defect Act, sign the Defect Act and give one copy of the Defect Act to the Client or its authorized representative. If the Contractor does not have motivated objections regarding the deficiencies (defects, inconsistencies) made by the Customer to the Defect Act, the Contractor shall eliminate defects and inconsistencies within the period specified by the Customer on its own and at its own expense.

5.3. In case of Contractor's refusal within 3 (three) working days from signing the Defect Act or refusal to transfer it to the Customer, as well as any evasion from signing it or transferring it to

the Customer within a specified period and failing to provide a written reasoned refusal and signed by the Contractor and imposes on the Contractor obligations for the timely elimination of deficiencies (defects, inconsistencies).

5.4. If the Contractor unreasonably evades from eliminating the Customer's remarks, including regarding deficiencies (defects, inconsistencies) in the results of the Works. The Customer has the right to eliminate all comments at its own expense (on its own or involving third parties) and then deducting costs of any amounts due to the Contractor and (or) require the Contractor to reimburse his expenses for the elimination of deficiencies (defects, inconsistencies). The Contractor shall be deemed to be avoiding the elimination of the comments if the Customer does not eliminate the comments within the time specified by the Customer in the Defect Act.

5.5. The deficiencies identified by the Customer (defects, inconsistencies) shall be eliminated by the Contractor at no additional charge, within a period specified by the parties.

5.6. The Contractor undertakes to transfer the Product (s) to the Customer in a condition that ensures the normal operation of the Product (s) in accordance with the requirements of the Contract.

5.7. Properly executed and signed by the Parties, or their authorized representatives, Acts of Completed Works are the basis for calculation between the Parties in accordance with the terms of this Agreement.

5.8. Defects are not considered:

5.8.1. single and accrete knots on the surface of the Product (s);

5.8.2. visible defects of wood, wormhole, pockets, as well as inserts and plugs of the material manufacturer;

5.8.3. dark spots that appeared as a result of processing and coating the plywood with oil / varnish / azure (see "Painting Sample", Appendix No. 2 to this Agreement).

## **6. Responsibilities of the Parties**

6.1. The Parties are responsible for the failure to fulfill or improper fulfillment of their obligations under this Agreement, in accordance with the current legislation of the Republic of Kazakhstan.

6.2. In case of violation by the Contractor of the deadlines for performing work, the Customer is entitled to demand, and the Contractor undertakes to pay a penalty in the amount of 0.1% (zero point one tenth percent) of the Total Cost of the Agreement, for each calendar day of delay, but not more than 10% (ten percent) from the total value of the Agreement.

6.3. The Parties who signing this Agreement in irrevocable and unconditional order, confirm their consent to the right to retain in their favor the amount of penalties (fines, fees) for damages and other payments caused by one of the Parties from the amounts due to the guilty Party. And also at its discretion, deduct the amount of penalties (fines, fees) against the amount of the final settlement, in accordance with the terms of this Agreement.

6.4. Contractor confirms that:

6.4.1. The Contractor shall assume full responsibility for the fact that he provided for all the difficulties and costs associated with implementation of the terms of this Agreement;

6.5. Payment of penalties (fines, fees) does not relieve the Parties from fulfilling the obligations assumed under the Agreement. The Parties are obliged, in addition to the payment of sums of penalties, to reimburse the other Party for all losses incurred.

## **7. Warranties**

7.1. The warranty period for the Product (s) is set from the date of receipt and transfer of the Product (s) for a period of twelve (12) calendar months, and is valid if the Operating Rules are complied with, which are Appendix No. 3 to this Agreement, during which the Contractor guarantees:

7.1.1. possibility of proper operation of the Product (s) as intended during the Warranty Period;

7.1.2. timely elimination of deficiencies (defects, inconsistencies) identified during the acceptance of the Product (s) and during the Warranty Period.

7.1.3. If the Customer finds deficiencies (defects, inconsistencies) in the Product (s) during the Warranty Period, the Customer notifies the Contractor in writing within 7 (seven) working days from the moment of discovery. And the Party, or their authorized representatives, jointly compose and sign the Defect Act, which details the detected deficiencies (defects, inconsistencies). The parties are required to participate in the drafting and signing of the Defect Act. If the Contractor has motivated objections regarding the deficiencies (defects, inconsistencies) made by the Customer to the Defect Act, the Contractor shall indicate these objections in the Defect Act, sign the Defect Act and give one copy of the Defect Act to the authorized representative of the Customer.

7.1.4. for the implementation of the elimination of deficiencies (defects, inconsistencies) during the warranty period, the Customer provides a part of the Product to be repaired to the Contractor. At the discretion of the Contractor, replacement of the Product and / or part thereof shall be made with or without such a provision.

7.2. In case of Contractor's refusal within 3 (three) working days from participating in drawing up and signing the Defect Act or refusing to transfer it to the Customer, as well as any evasion from signing it or transferring it to the Customer within a specified period. The Defect Act is accepted and signed by the Contractor and imposes obligations of the Contractor for timely elimination of deficiencies (defects, inconsistencies).

7.3. The deficiencies (defects, inconsistencies) revealed by the Customer shall be eliminated by the Contractor at no additional charge within the period agreed by the parties.

7.4. The contractor shall have the right to refuse to eliminate the deficiencies (defects, inconsistencies) specified in Act 7.7. of this Agreement, as well as a result of attempts to eliminate such deficiencies (defects, inconsistencies) independently or with the involvement of third parties.

7.5. In case the Customer wishes to eliminate the deficiencies (defects, inconsistencies) listed in Act. 7.2., 7.7. of this Agreement, by the Contractor's forces, then such elimination will be paid, in accordance with the Contractor's rates at the time of elimination of such deficiencies.

7.6. The warranty period is not subject to extension, renewal or any other change due to subsequent resale, repair of the Product (s). At the same time, the part (s) repaired (s) or replaced (s) during the Warranty Period is provided (s) with a guarantee for the remainder of the original Warranty Period.

7.7. The warranty does not apply to:

- 7.7.1. normal product wear;
- 7.7.2. defects caused by careless handling (including defects caused by sharp objects, bending, compressing, falling, hitting, etc.);
- 7.7.3. defects or damage caused by improper use of the Product (s), including contrary to the recommendations of the Contractor, and / or other actions beyond the Contractor's reasonable control;
- 7.7.4. defects or alleged defects caused by using the Product (s) jointly or in conjunction with any products, accessories that are not manufactured by the Contractor, or using the Product (s) for other purposes;
- 7.7.5. this Warranty is not enforceable if the Product (s) have been dismantled, modified or repaired by the Customer and / or a third party, if it has been repaired using unauthorized spare parts, which is determined at the sole discretion of the Contractor;
- 7.7.6. this Warranty is not enforceable if the Product (s) are exposed to chemicals;
- 7.7.7. defects and damage caused by external environmental factors, weather and climatic conditions, temperature changes, abnormal environmental conditions, excess of temperature maxima (temperature maximum: + 50 ° C, temperature minimum: - 50 ° C);
- 7.7.8. defects and damages resulting from causes, according to the material's natural quality characteristics;
- 7.7.9. appearance of squeaking during the operation of the product (s)
- 7.7.10. weakening of the compounds in the process of permanent use, caused by the lack of care for the Product (s);
- 7.7.11. minor abrasions of the coating Products (s) arising in places of continuous operation;
- 7.7.12. discoloration due to sunlight on the Product (s) and / or part thereof;
- 7.7.13. swelling of parts of the Products (s), their delamination, peeling paintwork in case of moisture ingress;
- 7.7.14. cracks caused by the lack of care for the Product (s) and exceeding the size allowed for the restoration (length more than 10 mm, depth more than 0.3 mm);
- 7.7.15. defects and damages resulting from actions / omissions of the Customer's employees and / or third parties (leaving the Product (s) uncleaned from accumulation of snow, water, debris, dirt, etc.);
- 7.7.16. defects and damage resulting from improper transportation of the Product (s).

## **8. Circumstances of insuperable force (force majeure)**

- 8.1. The Parties shall be exempt from liability for non-fulfillment and / or improper fulfillment of obligations assumed under this Agreement if proper performance was not possible due to the occurrence of force majeure circumstances.
- 8.2. The concept of force majeure covers military actions, natural disasters (earthquakes, floods, fires, as a natural phenomenon) prohibitive and / or restrictive, and / or other decisions of state bodies. With the exception of expiration, suspension / cancellation of licenses and other permits work under this Agreement issued by the authorized bodies to the Contractor, which occurred

after the Parties have signed this Agreement and prevent the full or partial execution obligations by the Parties under this Agreement.

8.3. A party that does not have the opportunity to fulfill obligations affected by force majeure must notify other Party in writing about occurrence, type and possible duration of the effect of force majeure obstructing the performance of contractual obligations within 5 (five) calendar days. The information contained in such a notification must be documented by acts of the competent state bodies or the National Chamber of Entrepreneurs of the Republic of Kazakhstan. If the above events are not promptly reported, the Party affected by force majeure cannot refer to it as the basis for exemption from liability.

8.4. During the period of force majeure, which relieve the Parties from liability, the fulfillment of obligations is suspended, and sanctions for non-fulfillment of contractual obligations are not applied.

8.5. The onset of force majeure circumstances, provided that the established measures have been taken to notify other Parties of this, prolongs the period for fulfilling contractual obligations for a period that in its duration corresponds to the duration of the circumstances and a reasonable period to eliminate their consequences.

8.6. If the effect of force majeure lasts more than 15 (fifteen) days, the Parties shall decide on the continuation of this Agreement. If the Parties have not reached a mutual agreement, any of the Parties shall have the right to unilaterally withdraw from this Agreement, subject to written notice to the other Party 15 (fifteen) calendar days before the expected termination date.

8.7. Force majeure circumstances (force majeure) do not include:

8.7.1. events caused by deliberate and careless actions of the Parties;

8.7.2. events that the Party in good faith fulfilling its obligations under this treaty could have foreseen and overcome;

8.7.3. tax law changes;

8.7.4. absence and / or lack of working hands of the Parties, or lack of goods, works or services necessary for the execution of the market;

8.7.5. other circumstances stipulated by the legislation of the Republic of Kazakhstan.

## **9. Notifications and messages**

9.1. In the event that the provisions of this Agreement do not explicitly provide for the method of transmitting documents, all documents provided for in this Agreement shall be transferred in one of the following ways:

9.1.1. Order letter (with the list of attachments and a return receipt);

9.1.2. Email:

Customer email:

Contractor email: parametricakz@gmail.com

9.1.3. delivery by courier.

9.2. The date of receipt of documents are:

9.2.1. in the case of sending a registered letter (with the list of attachments and notification of receipt) the date indicated in the notification of receipt of the letter;

9.2.2. in the case of sending by e-mail - the date of sending the message recorded in the e-mail of the sender;

9.2.3. in the case of delivery by courier - the date indicated in the note of admission (date, name of the official who received the letter / document) on a copy of the letter / document.

## **10. Dispute Resolution Procedure**

10.1. All disputes and disagreements are resolved, in accordance with the current legislation of the Republic of Kazakhstan, by negotiation and drawing up relevant protocols, or by sending written messages indicating a specific violation of contractual obligations. A written message is sent within 3 (three) calendar days from the date the violation occurred. The party that received the letter is obliged to eliminate the violation or give a reasoned response within 10 (ten) calendar days from the date of its receipt.

10.2. If it is impossible to resolve disputes in this way, they are subject to resolution in the judicial authorities of the Republic of Kazakhstan.

10.3. In all other respects that are not stipulated by this Agreement, the Parties are guided by the current legislation of the Republic of Kazakhstan.

## **11. Term and termination of the Agreement**

11.1. This Agreement shall enter into force upon its signing by authorized representatives of the Parties and stapling the Seals and the parties shall fully fulfill their obligations under this Agreement.

11.2. This Agreement may be terminated by agreement of the Parties, at the initiative of one Party, in accordance with the current legislation of the Republic of Kazakhstan.

11.5. In the event of termination of the Agreement at the initiative of the Customer, before the completion of Work, the Contractor shall have the right to demand reimbursement of documented actual expenses incurred under this Agreement for the amount in accordance with paragraph 3.1.1. of this Agreement, as well as costs, for the Product (s) or parts thereof (s) that are at the Contractor's manufacturing process, in accordance with the terms of this Agreement.

## **12. Other conditions**

12.1. Any changes and additions to this Agreement are valid only after their written registration and signing by authorized representatives of the Parties and certificated by seals.

12.2. Nobody of the Parties don't have the right to transfer their rights and obligations under this Agreement to third parties without the written consent of the other Party.

12.3. Information provided by Customer to Contractor or made known to Contractor in connection with performance of the Works hereunder is confidential. The Contractor undertakes not to disclose to third parties all technical and commercial information received by him or made known to him in connection with this Agreement. This obligation remains in force after the termination of this Agreement for 36 (thirty six) months. The Customer has no right without the prior written consent of the Contractor to disclose to third parties information about new solutions and technical knowledge, including those not enjoying legal protection, as well as information that can be considered as a trade secret, received by him from the Contractor or became known to him in connection with this Agreement.

12.4. The Contractor agrees that the Customer has the right to disclose the information contained in this Agreement, information about the payments made and the amount of Work performed under this Agreement to any interested state bodies.

12.5. Content of the text of this Agreement is fully consistent with the actual will of the Parties.

12.6. The parties guarantee that they have and / or are endowed with all the appropriate powers to enter into this Agreement. If later becomes established that one of the Parties did not have the above powers to enter into this Agreement, the guilty Party shall, at the request of the second Party, indemnify the damages.

12.7. If any of the provisions of this Agreement will be or subsequently becomes invalid, the legality of its remaining provisions is not lost from this.

12.8. The Agreement is made in 2 (two) identical copies having equal legal force, one (1) copy for each of the Parties.

12.9. In all other respects that are not stipulated by this Agreement, the Parties are guided by the legislation of the Republic of Kazakhstan.

12.10. This Agreement, together with the annexes, which are an integral part of it, reflects the full understanding of the Parties regarding its subject matter and conditions, and supersedes all previous written or oral agreements and arrangements between them regarding the subject matter and conditions of this Agreement.

13. Legal addresses and details of the Parties

**Customer:**

**Contractor:**

**Parametrica LLC**

**BIN 170640008981**

The Republic of Kazakhstan,

Ust-Kamenogorsk, 070018

66, App.59 Prospect Nezavisimosti,

Actual address:

Almaty city, 143 Abay avenue

**IBAN KZ4596502F0008782969 KZT**

**KZ1596502F0008989537 USD**

**In the branch «ForteBank» in Almaty**

**BIK IRTYKZKA**

**Director**

\_\_\_\_\_ /

**Stamp**

\_\_\_\_\_ /**Satikov R.A.**

**Stamp**

# parametrica

Appendix № 1 to the Contract № \_\_\_\_\_ // dated « \_\_\_\_ » May 2019. Almaty city

## CONTRACTUAL PRICE STATEMENT

	Works	Price, \$	Quantity, pcs	Total Value, \$, without VAT
	<b>TOTAL:</b>			

**Customer:**

**Contractor:**

**Parametrica LLC**

**BIN 170640008981**

The Republic of Kazakhstan,

Ust-Kamenogorsk, 070018

66, App.59 Prospect Nezavisimosti,

Actual address:

Almaty city, 143 Abay avenue

**IBAN KZ4596502F0008782969 KZT**

**KZ1596502F0008989537 USD**

**In the branch «ForteBank» in Almaty**

**BIK IRTYKZKA**

**Director**

\_\_\_\_\_ /

**Stamp**

\_\_\_\_\_ /**Satikov R.A.**

**Stamp**

# parametrica

Appendix № 2 to the Contract № \_\_\_\_\_ // dated « \_\_\_\_ » May 2019. Almaty city

## LAYOUT

Painting sample



“layout”

\* - Defect is not:

- the dimensions of the Products may vary in length depending on the strength of the layers by 40-60 mm, in width - 10-20 mm;

- single and accrete knots on the surface of the Product (s);

- visible defects of wood, wormhole, pockets, as well as inserts and plugs of the material manufacturer

**Contractor:**

**Parametrica LLC**

**Director**

\_\_\_\_\_/Satikov R.A.

**Stamp**

# parametrica

Appendix № 3 to the Contract № \_\_\_\_\_ // dated « \_\_\_\_ » May 2019. Almaty city

## **PRODUCT OPERATING RULES**

### **1. PURPOSE**

The product (s) hereunder is a parametric structure made of plywood, with (without) place (s) for seating and resting, consisting of a certain number of segments, used for its intended purpose, and also as a subject (s) of interior, small architecture, of good quality and suitable for its intended purpose. It is intended for operation including, public places with air temperature not higher than + 50 ° C and not lower than -50 ° C, relative air humidity not more than 65%.

### **2. SPECIFICATIONS**

The structure (s) consists of segments fastened with metal tie rods / screws / confirmats and nuts, coated with varnish / lazuli / oil and tinted, at the discretion of the Parties (hereinafter referred to as the Product).

Dimensions and Material: see Appendix to the Agreement

### **3. PREPARATION FOR OPERATION**

3.1. Before installation, check the surface to install the Product. The surface should be smooth, without depressions, flows, protrusions, waves and differences in height. Avoid moving the Product.

3.2. Defects are not considered:

3.2.1. single and accrete knots on the surface of the Product;

3.2.2. visible defects of wood, wormhole, pockets, as well as inserts and plugs of the material manufacturer (see "Painting Sample", Appendix No. 2 to this Agreement);

3.2.3. various wood textures of typesetting segments;

3.2.4. different color intensity (different shades) of the surfaces of the Product not covered with tint is not a defect;

3.2.5. dark spots that appeared as a result of processing and coating the plywood with oil / varnish / azure (see "Painting Sample", Appendix No. 2 to this Agreement).

### **4. WARRANTY OBLIGATION**

4.1. The Product is warranted for a period of twelve (12) calendar months, during which the Contractor guarantees timely elimination of deficiencies (defects, inconsistencies), subject to the conditions of transportation, operation and storage of the Product.

4.2. If the Customer violates the terms and conditions of use, storage or transportation, the Contractor shall be released from liability.

4.3. The warranty period is calculated from the date of acceptance of the Product by the Customer, according to this Agreement. Claims are made within the warranty period with the mandatory presentation of the Agreement for the manufacture of this product.

4.4. The warranty period is not subject to extension, renewal or other change due to subsequent resale, repair of the Product. At the same time, the part (s) repaired (s) or replaced (s) during the warranty period will be provided with a guarantee for the remainder of the original warranty period.

4.5. The warranty does not apply to:

4.5.1. Out of Warranty period;

4.5.2. normal wear and tear;

4.5.3. defects caused by careless handling (including defects caused by sharp objects, bending, compressing, falling, hitting, etc.);

4.5.4. defects or damage caused by improper use of the Product, including against the recommendations of the manufacturer;

4.5.5. use of the Product for production purposes;

4.5.6. damage to the Product as a result of changes in its design;

4.5.7. defects or alleged defects caused by using the Product jointly or in conjunction with any products, accessories that are not manufactured by the Contractor, or using the Product for other purposes;

4.5.8. this warranty is not enforceable if there are traces of dismantling, alteration or repair by the Customer and / or a third party if it is repaired using unauthorized spare parts, which is determined at the exclusive discretion of the manufacturer;

4.5.9. this warranty is not enforceable if the Product has been exposed to chemicals;

4.5.10. damage by animals, foreign objects, vehicles, also caused by ingestion of foreign objects, liquids, etc.

4.5.11. defects and damage caused by external environmental factors, weather and climatic conditions, temperature changes, abnormal environmental conditions, excess of temperature maxima (temperature maximum: + 50 ° C, temperature minimum: - 50 ° C);

4.5.12. damage due to force majeure (disaster, fire, flood, accidents, etc.);

4.5.13. defects and damages resulting from actions / omissions of the consumer, his employees and / or third parties (leaving the Product unpolluted from accumulation of snow, water, garbage, dirt, etc.);

4.5.14. damage resulting from intentional or erroneous actions of the consumer;

4.5.15. defects and damages resulting from causes, according to the material's natural quality characteristics.

Warranty service in the cases specified in Act. 4.5. of these rules, is made at the expense of the consumer at the manufacturer's prices on the day of treatment.

Note No. 1: The Contractor reserves the right to change the structural elements, fittings and hardware that do not degrade the quality of the Product.

Note No. 2: The contractor disclaims all responsibility for possible harm or causing damage, directly or indirectly caused by the manufacturer's products to people, animals, property in case it occurred as a result of non-compliance with the rules and conditions of operation, installation of the Product, deliberate or careless actions of the consumer and / or third parties.

## 5. RULES FOR OPERATION, CARE AND EFFICIENT USE

To keep the Product for a long period, the following rules must be observed:

5.1. It is recommended to operate the product with air temperature not lower than - 50 ° C and not higher than + 50 ° C, with a relative humidity of not more than 65%. High humidity of the air contributes to the deformation of the wooden parts of the Product, as well as the rotting of natural fibers, and consequently, accelerated aging of the material.

5.2. The product must be protected from direct sunlight and located at a safe distance from sources of heat, moisture, etc.

5.3. It is forbidden to subject the Product to fire and moisture.

5.4. It is forbidden to use the Product for other purposes (exceed the permissible load, jump, jump, cut, prick, exercise, etc.).

5.5. Fastenings for each part of products are manufactured taking into account the tensile loads of the connecting seams and the strength characteristics of the material at pressure of corresponding parts of the human body. If during operation the connecting seams of parts of the load will exceed the permissible for each part, deformation, gusts of fastenings or stretching due to their deformation are possible.

5.6. Dust from the Product is recommended to be cleaned with a vacuum cleaner or a slightly damp cloth, or with a damp sponge using soap solution or special furniture products that do not contain ether, acetone, alcohol or other solvents.

5.7. To remove dust and debris, between product segments, use a compressor, without physical contact with the product surface.

5.8. Carefully select the cleaning products, taking into account the characteristics of the coating. Cleaning surface of the Product should preferably be carried out in accordance with instructions for care of such materials and coating. Special tools for wood varnished coatings that do not contain alcohol, ether, acetone and other solvents.

5.9. Repair of Product should be carried out only by the Contractor, or by a qualified technician recommended by the Contractor.

5.10. Upon contact with parts of human body, animals, as well as household objects with surface of Product, the surface layer will wear off over time.

5.11. If a liquid, chemical liquid, or liquid containing chemical substances is spilled on the surface, you should immediately remove it with a well-absorbed material, as this may lead to loss of properties of these segments or parts, and deprive you of warranty service.

5.12. Do not allow to jump on Product, as the frequency of impacts and the weight of a person can lead to the destruction of the frame structure.

5.13. It is forbidden to subject the Product to any mechanical, physical, chemical and biological effects that entail damage to its parts, mechanisms, material damage, deterioration of appearance, etc.

5.14. Periodically check the tightening of the capstan and nut connections used in the construction of the Product, if necessary, contact the Contractor.

5.15. A prerequisite for care is to clean the Products from the accumulation of dirt, water, snow, etc.

5.16. For products treated with azure, a prerequisite for care is treatment with azure, once every four months, for outdoor products and, as necessary, for products located indoors.

5.16.1. A sample of azure is provided by the Contractor at the time of acceptance and transfer of the Product (s).

**Features of operation:**

It is forbidden to stand on the product with your feet. In order to avoid accidents and structural damage, do not allow jumping onto the Product.

**ATTENTION!**

The use of abrasives, powders and other means not intended to care for the product is not allowed. In order to avoid damage to the Products, we strongly recommend using the services of specialized enterprises.

**Customer:**

**Contractor:**

**Parametrica LLC**

**Director**

**Director**

\_\_\_\_\_ /

\_\_\_\_\_ / **Satikov R.A.**

**Stamp**

**Stamp**