**Contract No. XXXX for the sale and purchase of goods**

**“Piping materials and equipment”**

**Astana «\_\_\_» \_\_\_\_\_\_\_\_ 2025**

**Isatay Operating Company Limited Liability Partnership,** acting on behalf and by order of JSC National Company KazMunayGas and ENI Isatay B.V. (hereinafter referred to as the “Subsoil Users”) on the basis of the Joint Operation Agreement dated 11.03.2019 under the Contract No. 4752-UVS-ME dated July 26, 2019 for exploration and production of hydrocarbons in the Abay area between the Ministry of Energy of the Republic of Kazakhstan, Joint Stock Company National Company KazMunayGas and ENI Isatay B.V., represented by General director W. Ahmad and Deputy General director B. Dosmukhambetov, acting on the basis of the Charter, hereinafter referred to as the “Seller”, on the one hand, and

**xxxx Limited Liability Partnership,** hereinafter referred to as “Buyer”, registered in accordance with the laws of the Republic of Kazakhstan, represented by xxxx, acting on the basis of the Charter, on the other hand, hereinafter jointly referred to as “Parties”, and individually as “Party”, have concluded this contract for the purchase of goods “Piping materials and equipment” (hereinafter referred to as the Contract) on the following:

1. **Contract Subject**
   1. The Seller undertakes to transfer “Piping materials and equipment” (hereinafter referred to as the Goods) to the Buyer according to Appendix No. 1 to the Contract, and the Buyer undertakes to accept and pay for the Goods under the terms and conditions of this Contract.
   2. The list of names, model, number of goods types and cost are set forth in Appendix No. 1 “Specification and Cost of Goods” to this Contract.
   3. The documents listed below, and the terms and conditions stipulated therein constitute this Contract and shall be deemed to form an integral part thereof, namely:

* Specification and cost of goods (Appendix No. 1).
* “Sample of delivery note for release of inventories to party” (Appendix No. 2).
  1. The Seller warrants that it has ownership rights to the Goods or is otherwise authorized to dispose of the Goods, that the transfer of the Goods into the ownership of the Buyer is legal, that the delivered Goods are free from any encumbrances, obligations and restrictions on use in the territory of the Republic of Kazakhstan, are free from any rights of third parties and comply with the manufacturer's specifications, standards in force in the Republic of Kazakhstan, the terms of the Contract and requirements of regulatory documents.

1. **Terms of Goods sale and acceptance**
   1. The sale of the Goods is carried out by the Seller in accordance with the Appendices to the Contract. Sale of the Goods shall be carried out on the terms of self-delivery by the Buyer at the address: RoK, Aktau, district 28 A, garage society ‘Sunkar’.
   2. The Goods shall be transferred within 10 (ten) working days from the date of conclusion of the Contract.
   3. The Seller shall notify the Buyer by e-mail three (3) working days in advance of the Goods being ready for self-delivery.
   4. Within 24 (twenty-four) hours from the moment the Seller sends an e-mail notification to the Buyer, the Buyer shall inform about sending a representative to participate in the acceptance and drawing up a bilateral act.

The Buyer's authorized representative shall arrive at the place of acceptance of the Goods within 3 (three) working days from the moment of receipt of the Seller's written notice, with the appropriate power of attorney for the right to receive the Goods.

If during the acceptance of the Goods the Buyer has any complaints about the conformity of the Goods to the terms and conditions of the Contract, the Buyer shall draw up a nonconformity report and send it to the Seller within 5 (five) working days from the date of its drawing up and signing. If the Buyer's authorized representative does not participate in acceptance of the Goods or refuses (evades) to sign the act of non-conformity without sufficient grounds, such act of non-conformity shall not be considered binding for the Seller, and the Goods shall be considered as conforming to the Contract and shall be removed by the Buyer within the terms established by the Contract.

* 1. The Seller shall provide the following documentation to the Buyer together with the Goods:

1. delivery note for release of inventories to party (original).
2. Packing list (original) (if applicable).
   1. Acceptance of the Goods in terms of quantity and completeness shall be performed by the Buyer upon receipt of the Goods and Acceptance certificate of long-term assets from the Seller.
   2. The Certificate of Nonconformity shall be an integral part of the Acceptance certificate of long-term assets, as well as an unconditional basis for satisfaction with the Buyer's claims in case the Seller agrees with the Certificate of Nonconformity.
3. **Contract amount and terms of payment**
   1. The amount of the Contract covering fulfillment of all obligations of the Seller is **\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) and tiyn, including VAT in the amount of \_\_\_\_\_\_\_\_\_ tenge**.
   2. The price for the Goods specified in Appendix #1 “Specification and Cost of Goods” is fixed and is not subject to change until the Parties fully perform their obligations under the Contract.
   3. Payment shall be made upon delivery of the Goods, based on the delivery note for release of inventories to party, signed by authorized representatives of the Parties and provided by the Seller of electronic invoice (EI), within 5 (five) banking days from the date of signing. Delivery note for release of inventories to party shall be provided in 4 copies (one for the Buyer, three for the Seller), according to the template specified in Appendix No. 2 to the Contract, EI shall be issued on the portal esf.gov.kz within 10 (ten) working days from the date of transfer of goods.
   4. The form of payment - non-cash payment.
   5. Documents required prior to payment: delivery note for release of inventories to party and EI. If the Seller fails to provide one or more documents stipulated by the Contract, the payment shall be proportionately postponed, and the payment term shall be calculated from the day of submission of the documents in full and duly executed.
   6. Payment shall be made by bank details specified in Section 13 of the Contract.
   7. If the bank details or legal addresses of the Buyer and the Seller change, the Parties shall notify each other in advance not later than 5 (five) business days prior to the date of change. If, because of violation of the notice period or incorrect indication of payment details by the Paying Party, payments were made to incorrect details, the Paying Party shall be deemed to have duly fulfilled its payment obligations. In this case, if the transferred money is returned to the Paying Party's current account, the Paying Party shall be obliged to transfer the received money to the Receiving Party, while unilaterally withholding the amount of additional expenses incurred because of transferring the money using incorrect details.
   8. The date of payment shall be the date of debiting the Buyer's current account by the bank.
4. **Taxes and payments**
   1. Taxes and other mandatory payments to the budget are payable in accordance with the tax legislation of the Republic of Kazakhstan as follows:
      1. Seller shall be solely responsible for the payment of any and all taxes assessed in connection with the performance of its obligations under the Contract and shall indemnify and hold Buyer harmless from and against any and all claims and liability for the payment of any and all required taxes or fees (including penalties and interest) which may be assessed and imposed on Seller by the Republic of Kazakhstan or any governmental authority thereof or its tax authorities, including in connection with any payment made to or received by Seller under the Contract.
   2. The Seller undertakes to refund to the Buyer the amount of VAT, in case of its additional charge because of tax audits and/or non-confirmation of requests by the tax authorities of the Republic of Kazakhstan, because of incorrect reflection of data in the tax reporting by the Seller on the transactions provided for in the Contract.
   3. In case the state authorities within the framework of desk audit procedure, application of risk management system and (or) inspections, as well as other measures, will establish the facts of non-reflection (non-payment) or non-confirmation of mutual settlements on transactions under the Contract, as a result of which the Buyer will be refused to refund the amount of excess VAT from the budget of the Republic of Kazakhstan, or imputed taxes, the Seller undertakes to reimburse the Buyer within 10 (ten) days, after receipt of the relevant notice from the Buyer, the full amount of VAT refused to refund from the budget of the Republic of Kazakhstan, as well as reimburse all other imputed taxes, including financial penalties.

The condition stipulated in this clause should not be limited to the relationship directly with the Seller itself but should also apply to the relationship with other Subcontractors of the Seller, which has resulted on any grounds in cases of non-confirmation of mutual settlements with the Buyer, non-refund of VAT and additional taxes and financial penalties imposed by the state authorities on the Buyer.

* 1. If in accordance with the current tax legislation of the Republic of Kazakhstan the VAT rate is increased, the amount of the Contract shall be adjusted accordingly by increasing the amount of VAT charged on the cost of the Goods under the Contract.

1. **Obligations of the Parties**
   1. The Seller undertakes to:
2. ensure that the Goods are accepted and transferred to the Buyer's possession in accordance with the terms and conditions of the Contract.
3. neither fully nor partially transfer its obligations under the Contract to anyone without prior written consent of the Buyer.
4. bear all costs associated with obtaining the authorization documentation (if necessary to obtain it) required for fulfillment of obligations under the Contract.
5. at the request of the Buyer, sign a reconciliation act within 10 (ten) calendar days.
6. bear full responsibility for its violations committed in the performance of obligations under the Contract, as well as reimburse in full any penalties imposed by authorized state authorities and/or claims of other third parties on the Buyer for violations by the Seller of legislation in the field of administrative production, ecology, taxation, industrial safety and other areas.
7. comply with the terms and conditions of the Contract.
8. take part in drawing up and signing of acts fixing detection of defects in the supplied Goods, their preservation and packaging and other deviations.
9. comply with confidentiality conditions, other obligations under the Contract and the legislation of the Republic of Kazakhstan.
   1. The Buyer undertakes to:
10. accept the Goods in due time under the delivery note for release of inventories to party and pay for the Goods transferred by the Seller in accordance with the terms and conditions of the Contract.
11. comply with the terms and conditions stipulated in the Contract.
12. **Contract amendment and termination procedure**
    1. Amendments and additions to this Contract shall be made in accordance with the laws of the Republic of Kazakhstan.
    2. Without prejudice to any other sanctions for violation of the Contract terms and conditions, one of the Parties to the Contract shall have the right to unilaterally withdraw from the Contract in full or in part by sending a Notice of Default to the other Party if the other Party fails to fulfill any of its obligations under the Contract, violates the confidentiality clause, as well as in other cases of breach of contractual obligations.
    3. Such Notice shall specify the date of termination of contractual relations by unilateral withdrawal from the Contract, and the Notice itself shall be received by the breaching Party at least 7 (seven) business days prior to the date of termination of the Contract. At the same time, regarding mutual settlements for the obligations performed at the time of receipt of the notice, the Contract shall remain in force until the mutual settlements are completed.
    4. In the cases listed below in this clause of the Contract, the Buyer shall pay for the Goods accepted from the Seller and reimburse the costs actually incurred by the Seller, calculated as of the following dates:

* in case of unilateral termination of the Contract by the Buyer in accordance with paragraph 6.2 of the Contract - on the date of termination.
* in case of a Force Majeure Notice in accordance with sub-paragraph 8.1 of the Contract - on the date of receipt of such notice.
* in case of termination of the Contract due to force majeure circumstances in accordance with sub-paragraph 8.2 of the Contract - on the date of termination.
  1. The Seller may at any time terminate the Contract by giving written notice to the Buyer if the Buyer becomes bankrupt or insolvent. In this case the termination shall take place immediately, with the Buyer being obliged to pay only for the accepted Goods within 3 (three) working days from the date of receipt of the relevant notice from the Seller.
  2. The Seller, in case there are facts of violation of Section 11 “Anti-Corruption” of this Contract by the Buyer, shall have the right to unilaterally terminate the Contract at any time and claim compensation from the Buyer for the damage caused to the Seller because of such actions by providing the Buyer with 7 (seven) working days' notice.

1. **Responsibilities of the Parties**
   1. For non-fulfillment or improper fulfillment of contract obligations the Parties shall be liable under the Contract in accordance with the current legislation of the Republic of Kazakhstan.
   2. For Seller's violation of its contractual obligations, Buyer shall be entitled to take any of the following non-exclusive actions:

* To demand transfer of the Goods / return of the Goods that do not meet the declared quality and/or condition at the Seller's expense.
* To demand payment of a penalty to the Buyer in the amount of 0.5% of the Contract amount for each delayed calendar day until the date of final delivery of the Goods, but not more than 10% of the Contract amount. This penalty shall also apply in case of non-fulfillment or improper fulfillment of any of the Seller's obligations under the Contract.
  1. Neither party will be liable for indirect and consequential damages to the other party. Penalties under the Contract shall be exclusive.
  2. The Seller shall be entitled to demand from the Buyer a penalty at the rate of 0.5% of the overdue debt for each day of delay, but not more than 10% of the Contract Sum, for late transfer of funds within the terms stipulated in the Contract.
  3. Payment of the penalty/fines under the Contract shall be made by the Parties within 7 (seven) working days after receipt of the relevant payment request. The Buyer shall be entitled to deduct the amount of the penalty/fines and costs of remedying the defect(s) from the payment due to the Seller under the Contract, as well as under other contracts concluded by the Parties.
  4. The Seller agrees that the payment request submitted by the Buyer to the Seller for payment of the penalty may be included in the act of mutual settlement reconciliation to set off the counter homogeneous claims for payment for the transferred Goods and for payment of the penalty.
  5. Payment of a fine/penalty shall not release the Parties from fulfillment of their obligations under the Contract.

1. **Force majeure**
   1. Upon occurrence of force majeure circumstances, the Party for which it is impossible to fulfill its obligations shall notify the other Party by e-mail within 2 (two) calendar days, and in writing with the provision of a document issued by the authorized state bodies of the Republic of Kazakhstan and / or other organizations confirming the fact of occurrence of such circumstances, within 15 (fifteen) working days from the date of occurrence of such circumstances.
   2. For purposes of this Contract, a Force Majeure Event means, with respect to any Party, the occurrence of the following events after the Contract enters into force, including:
2. any mass disease, epidemic or pandemic (for the avoidance of doubt, including any effects of COVID-19 (or any variants thereof).
3. storms, floods, earthquakes and other significant natural disasters.
4. any strikes or other industrial disputes that result in interruption of cooperation or significant reduction in production (other than strikes by personnel of the Parties and their counterparties).
5. military actions, mass disorder, war, military mobilization, revolution, terrorist act, decisions of state authorities and government bodies and their officials preventing the Parties from fulfilling their contractual obligations.
6. acts of state authorities, adoption of laws, resolutions, ordinances, orders, amendments to the current legislation, which make it impossible for the Parties to fulfill their contractual obligations.
7. other events beyond the reasonable control of the Party affected by such events.
   1. Failure to notify or untimely notification, as well as failure to confirm the occurrence of force majeure, deprives the Party of the right to refer to any of the above-mentioned circumstances as a basis for exemption from liability for failure to fulfill obligations.
   2. In case of force majeure circumstances the fulfillment of obligations shall be postponed for the duration of such circumstances.

If force majeure circumstances occur for more than 30 (thirty) calendar days, each Party shall have the right to refuse to fulfill its obligations under the Contract, and in this case neither Party shall have the right to demand from the other Party reimbursement of losses caused by termination of the Contract.

1. **Dispute resolution procedure**
   1. All disputes and disagreements arising under the Contract shall be resolved through negotiations or submit claims to each other on the disputed issues.
   2. The claim shall contain a notice of breach of the Contract terms and conditions, evidence of such breach, as well as the claims, which, in the opinion of the Party submitting the claim, are subject to satisfaction.
   3. The Party receiving the claim shall, within 30 (thirty) days from the date of receipt of the claim, inform the other Party of the results of its consideration by a motivated letter.
   4. If it is impossible to resolve disputes through negotiations, disputes shall be resolved in court in accordance with the laws of the Republic of Kazakhstan at the location of the Buyer.
   5. The applicable law under the Contract shall be the current legislation of the Republic of Kazakhstan.
2. **Confidentiality**
   1. The Seller shall not, without the prior written consent of the Buyer, disseminate or disclose any information about the Contract, the performance of the Contract or the Buyer which has come to the Seller's knowledge during its performance of its obligations under the Contract.
   2. Seller shall keep confidential any information sent or received because of or in connection with this Contract and shall ensure that its respective officers, employees, representatives, professional and other consultants maintain the confidentiality of the following (the “Confidential Information”):
3. any communication between them and Buyer.
4. any information and other materials supplied to or received from Buyer that is labeled “confidential” or by its nature is intended to be disclosed only to the recipient.
5. any information relating to:

* this Contract, Buyer's business activities, project or any related document, funds or relationships of the Parties, which a Party may possess or obtain by being a Party to the Contract, and
* the customers, business, assets and relationships of the Buyer and any information relating to the Buyer's business transactions and/or financial arrangements with the Buyer which the Seller may possess or acquire as a Party.
  1. Paragraph 10.2 of this Contract shall not apply to:
  2. Information that is or becomes public (other than in violation of the Contract).
  3. information that is independently developed by the Party that discloses or uses such information.
  4. disclosures by Seller to its officers, employees or professional advisors when such disclosure was required, provided that such persons warrant compliance with the provisions of this Section 10 of the Contract as if they were parties to this Contract, or
  5. disclosure of information to the extent required under the laws of the Republic of Kazakhstan, a law, a court of any authorized jurisdiction, any other regulatory body or any recognized stock exchange.
  6. the need for the Purchaser to disclose information where required, recommended or suggested by the relevant authorized bodies.
  7. The Seller may, after agreement with the Buyer, disclose confidential information to its Sellers, contractors, consultants directly involved in the performance of this Contract to the extent minimally necessary for the performance of the Contract. In doing so, Seller shall ensure that such third party is subject to appropriate confidentiality obligations, and such obligations shall be no less stringent than Seller's obligations set forth in this Section of the Contract. The Seller shall keep a register of third parties to whom it has disclosed information in accordance with this Section of the Contract.
  8. In the event Seller is required to disclose Confidential Information under applicable law pursuant to a court order or a requirement of another authorized body, Seller:
  9. shall, prior to making said disclosure, agree with Buyer on the proposed format, timing, nature and purposes of said disclosure or (if that is not practicable) notify Buyer of all circumstances of said disclosure promptly after such disclosure, and
  10. shall disclose only such information as is minimally necessary to fulfill the requirements of applicable law.
  11. The confidentiality obligations specified in this Section shall remain in force during the entire term of the Contract, including any extensions thereof, as well as during 3 (three) years after termination of the Contract.
  12. In the event of termination or expiration of the Contract, the Parties:
  13. will return all written Confidential Information provided to them or their consultants that is in such Party's possession or under such Party's care and control without retaining duplicates thereof.
  14. destroy (only if non-returnable) all analyses, compilations, notes, memos, training materials, briefs, memoranda or other documents prepared by them or their consultants to the extent that they contain, reflect or derive from Confidential Information relating to the other Party or the Purchaser's project, and
  15. To the extent practicable (but, in any event, without prejudice to the confidentiality obligations set forth in the Contract) remove Confidential Information relating to any other Party or the Purchaser's project from any computer, word processing facility and any other device in the possession or custody or control of such Party.

1. **Anti-corruption**

11.1. With respect to the performance of this Contract, the Purchaser agrees to comply with, and shall ensure that all persons and entities involved in the performance of this Contract (each an “Affiliate”), including without limitation the owners, directors, officers, employees, subcontractors and agents of the Purchaser, comply with, applicable anti-corruption and anti-money laundering laws and the safeguards and obligations of this clause.

11.2. In any event, with respect to the performance of this Contract, Buyer warrants that it and its Affiliates will not:

a) Pay, offer, promise or authorize any, provide or pay, directly or indirectly, an improper financial or non-financial advantage, money or other thing of value (including gifts, entertainment and subsidies) to any person, including persons associated with the government, for the purpose of improperly obtaining, retaining or conducting business or obtaining an unlawful advantage for the Customer and in any case in violation of anti-corruption laws.

b) Accept, solicit or authorize anyone to accept or solicit, directly or indirectly, financial or non-financial improper benefits from a person or entity, money or other things of value (including gifts, entertainment and subsidies) from any person, including persons associated with the government, for the purpose of improperly obtaining, retaining or conducting business or obtaining an unlawful advantage for Seller and in any case in violation of anti-corruption laws.

c) Engage in other conduct that violates applicable laws prohibiting bribery, including Commercial Bribery, money laundering and other unlawful and improper business means.

11.3. Buyer [is] not a Government Related Person and [does not have] Politically Exposed Persons who are its officers, employees or direct or indirect owners. Buyer agrees to promptly inform Seller in writing of all instances in which any Politically Exposed Person, his or her immediate family, spouse and Relatives become an officer or employee of Buyer or acquire a direct or indirect interest in Buyer.

11.4. The Buyer is established for legitimate business activities and not for any illegal purposes and has only legitimate sources of financing.

11.5. The Buyer and its Affiliates have not been investigated, convicted of, or found guilty of any unlawful acts of fraud, corruption or money laundering. Buyer agrees to immediately inform Seller in writing if Buyer or any of its Affiliates is investigated, convicted of or found guilty of any such unlawful acts.

11.6. The Buyer confirms that it has read the Seller's Code of Business Ethics and Anti-Corruption Policy posted on the Seller's official website [www.isatayoc.kz](http://www.isatayoc.kz) and shares their principles. The Buyer certifies that it fully understands the Code of Business Ethics and the Seller's Anti-Corruption Policy.

11.7. The Buyer agrees to assist and cooperate with the Seller in good faith in case of actual or possible violation of the requirements of this Anti-Corruption Clause, including the obligation to provide the opportunity to interview its owners, directors, officers and other Affiliates.

11.8. The Buyer undertakes to promptly report to the Seller all cases of violation of the requirements of the Anti-Corruption Clause related to the Seller's activities and/or the Contract. To report cases of violation of the requirements, the Buyer shall use the Seller's Hotline, the information about which is available on the Seller's official website.

1. **Other provisions**
   1. The Contract shall come into effect from the date of its signing by the Parties and shall remain in force till 31.12.2025, and in terms of mutual settlements - until the Parties fulfill their obligations in full.
   2. Each Party represents and warrants to the other Party that as of the date of signing of the Contract it has all rights and powers to conclude the Contract and perform actions stipulated by it, as well as signing, submission and performance of the Contract has been duly authorized, and that the person signing the Contract on behalf of the Party is duly authorized.
   3. Amendments and additions made to this Contract shall be executed in the form of an additional written agreement to the Contract, which after signing by the authorized representatives of the Parties shall become an integral part of the Contract.
   4. The Contract is drawn up in 4 (four) copies, one for the Buyer and three for the Seller, having equal legal force, each in Russian and English languages. If the contract is subject to state registration, an additional copy shall be drawn up for the state authority.

**13. Legal addresses, bank details of the Parties**

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| --- | --- |
| **BUYER:**  xxxxxxxxxx LLP  BIN xxxxx  Address: xxxxxx  Bank details:  xxx  IIC xxxxxx in KZT  SWIFT (BIС): xxxx | **SELLER:**  Isatay Operating Company LLP  BIN 180 140 001 185  Legal and actual address:  RoK, Astana, 18, Dostyk St., 10th floor Bank details:  IIC KZ1583201T0200511004  In JSC «Citibank Каzakhstan»  BIC CITIKZKA  Tel.: 8 7172 79-33-00  E-mail: [info@isatayoc.kz](mailto:info@isatayoc.kz) |
|  |  |
| General director  **ххххх**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  stamp | General director  **W. Ahmad**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  stamp  Deputy General director  **B. Dosmukhambetov**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**Appendix 1 to the Contract No. ххххх**

**dated «\_\_\_\_» \_\_\_\_\_\_\_\_\_\_ 2025**

**Specification and cost of goods**

*(attached as a separate document “Annex B – List of goods” to Invitation to tender)*

**Appendix 2 to the Contract No. ххххх\_\_\_\_\_**

**dated «\_\_\_\_» \_\_\_\_\_\_\_\_\_\_ 2025**

**Sample of delivery note for release of inventories to party**

*(attached as a separate document)*