**Sales and Purchase Agreement N**

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| **Date:** | ----- 2023 |
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| Parties of the Agreement: |  |
| **GWP:** | **Georgian Water And Power LLC** |
| Identification (registration) Number: | 203826002 |
| Registration Country: | Georgia |
| Authorized Representative: | José Miguel Santos González |
| Title: | General Director |
|  |  |
| **The Company:** |  |
| Identification (registration) Number |  |
| Registration Country: |  |
| Authorized Representative |  |
| Title: |  |

**Special Terms and Conditions**

**1. Scope of the Agreement**

1.1. The Company hereby agrees to sell to GWP and GWP agrees to purchase from The Company the goods described in the annex 3 (the **“Goods”**) on the conditions of the present agreement (the **“Agreement”**).

1. **Terms of the Agreement**
   1. Description, specifications, quantity and the value of the Goods are specified in the annex 3 (the “**Annex 3**”), which is attached to this Agreement and which constitutes an integral part of this Agreement.
   2. The Company shall ensure that the Goods shall:
      1. correspond with their description and any applicable specification;
      2. be of agreed quality and fit for the purpose made known to The Company by GWP expressly or by implication.
      3. where they are manufactured products, be free from defects in design, material and workmanship and
      4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
2. **Delivery of Goods and/or Services**
   1. The delivery term is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Georgia) as per Incoterms 2010.
   2. The Company shall deliver the Goods:
      1. No later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_- after \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-(the **“Delivery Date”**);
      2. at the GWP’s warehouse at Tskalsadeni N7, Tbilisi (Georgia) (the **“Delivery Location”**);
   3. The Company shall ensure that:
      1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
      2. The Company shall notify GWP 5 calendar days before the delivery.
      3. The Company shall send the copies of Original Documents to GWP for approval.
      4. Each delivery of the Goods is accompanied by the originals of the following documents:
3. the invoice (which shows the description, quantity and weight of the Goods as well as the commodity codes);
4. the packing list (which shows the description, quantity, net and gross weights of the goods under each commodity code, quantity and dimensions of the parcels)
5. the certificate of origin; and
6. The technical specifications, instruction manual, warrantee etc. (if any).
   1. If The Company:
      1. delivers less than 95 % of the quantity of Goods ordered, GWP may reject the Goods; or
      2. delivers more than 105 % of the quantity of Goods ordered, GWP may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at The Company's risk and expense. If The Company delivers more or less than the quantity of Goods ordered, and GWP accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
   2. The Company shall not deliver the Goods in instalments without GWP’s prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by The Company to deliver any one instalment on time or at all, or any defect in an instalment shall entitle GWP to the remedies set out in annex N1 (the **“Annex N1”**).
   3. Title and risk in the Goods shall pass to GWP on completion of delivery.
7. **Purchase Price and Terms of the Payment** 
   1. The total price of the Goods shall be **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(the **“Purchase Price”**).
   2. The Purchase Price includes:
      1. the expenses related to packaging, labeling, marking, loading;
      2. the costs of insurance and carriage of the Goods till the Delivery Location.
      3. Any other expenses related to the fulfillment of the obligations by the Company
   3. No extra charges shall be effective unless agreed in writing with GWP.
   4. Payment terms: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
   5. The Purchase Price shall be paid by wire transfer to the following bank account of The Company:

COMPLETE BANK NAME:

BANK ADDRESS:

SWIFT CODE:

ACCOUNT NUMBER IBAN:

1. **Warranty terms**
   1. The Company warrants that, for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_from the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Warranty Period**”), the Goods shall conform in all material respects with the description and specification set forth in Annex \_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereto and be free from material defects in design, material and workmanship.
   2. If GWP gives notice in writing to The Company during the Warranty Period, within 10 (ten) calendar days of discovery that some or all of the Goods do not comply with the warranties set out in clause 5.1 The Company shall, at its option, repair or replace any Goods that are found to be defective, or refund the Purchase Price of such defective Goods in full. Also, The Company, on the basis of the written request of GWP, shall reimburse the damages caused to GWP by use of defective Goods, including but not limited to the costs borne by GWP for the repair works arising out of or in connection with the defective Goods. If The Company delays repair or replacement of the Goods, GWP shall be entitled to repair or replace the Goods at its own expanse, and request The Company to reimburse such expenses as well as the damages caused to GWP by the delay of The Company.
   3. The Company shall not be liable for Goods' failure to comply with the warranties set out in clause 5.1 if:

### the defect arises because GWP failed to follow The Company's written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

### the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal storage or working conditions.

1. **Annexes**
   1. This Agreement has the following Annexes and each of them constitutes an integral part of the Agreement

Annex N1 – General Terms and Conditions

Annex N2 - Code of Ethics and Conduct. Anti-Corruption Policy. UN Global Compact

Annex N3 – Description of “Goods”

**IN WITNESS WHEREOF**, the Parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as of the date first above written.

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| |  |  | | --- | --- | | **The Company**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **GWP**  **Georgian Water And Power LLC**  ­­­­­­­­­­­­­­­­­­­­  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  José Miguel Santos González  General Director | |  |  |

**Annex 3 for Agreement N \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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| --- | --- |
| **The Company**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **GWP**  **Georgian Water And Power LLC**  ­­­­­­­­­­­­­­­­­­­­  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  José Miguel Santos González  General Director |