1. **Definitions**
   1. **GWP –** Georgian Water and power LLC, registered under the laws of Georgia with an identification No. 203826002;
   2. **Company –** a legal entity or a physical person defined under the Agreement
   3. **Parties –** GWP and the Company together
   4. **Party –** GWP and the Company separately
   5. **Special Terms and Conditions –** a written agreement between the Parties defining the scope of the agreement, the purchase price, delivery terms and conditions, guarantee terms and any other terms and conditions which might clarify, accomplish or change this General Terms and Conditions.
   6. **General Terms and Conditions –** this General Terms and Conditions
   7. **Agreement –** any written arrangement signed between the Parties with regard to the scope of the Agreement (including an invoice) together with its annexes, addendums, amendments, etc.
   8. **Good(s) –** Goods as described in the Agreement or at the Special Terms and Conditions of the Agreement and/or any other Goods which are necessary to be delivered to GWP for rendering a quality Services
   9. **Service(s) –** Services as described in the Agreement or at the Special Terms and Conditions and/or any other Services which are necessary to be rendered together with the delivery of the Goods
   10. **Supervisor –** a representative of GWP who carries out technical and quality monitoring of the Service process, performs administrative control and supervision and who’s recommendations are mandatory to be considered for the Company . The Supervisor can be a representative of GWP’s Quality Control and Labor Safety Department (the Supervisor) an/or a project manager (the Project Manager) and/or any other person authorized as such by GWP.
   11. **Purchase Price –** a consideration agreed between the Parties by the Agreement or any other written form as a full and complete compensation for the Services and/or the Goods.
   12. **Documentation -** any and all document/s which are requested by GWP to confirm the delivery of Goods and/or Services and which are necessary for the payment of the Purchase Price
   13. **Working Day –** any day from Monday to Friday (inclusive), except of the public holidays as per the Labor Code of Georgia
   14. **Prohibited Activities –** Any sale, supply, transfer and export of goods or technology and/or provision of technical, brokerage, investment services, financial assistance, financing or other services to any natural or legal person, entity or body in Russia, or for use in Russia, which might directly or indirectly contribute to Russia’s military and technological enhancement or the development of its defense and security sector.
2. **General Terms** 
   1. In case of the controversy between the General terms and Conditions and Special Terms and Conditions, the terms of Special Terms and Conditions shall prevail.
   2. The terms of the General Terms and Conditions, Special Terms and Condition and the terms of any other annexes or addendums of the Agreement shall be applied to the Goods and Services accordingly, irrespective whether the term clearly refers to such Goods and/or Services or not.
3. **Scope of the Agreement** 
   1. Scope of the agreement is defined in the Special Terms and Conditions.
4. **Goods Terms and Conditions**
   1. The Goods shall correspond with their description and any applicable specification, whether agreed specifically for the Goods or representing a general standard for this type of Goods.
   2. The Goods shall be no less quality than agreed quality and shall be suitable for the purpose made known to the Company by GWP expressly or by implication;
   3. The Goods shall be free from defects in design, material, workmanship or ownership;
   4. The Goods shall comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
5. **Service Terms and Conditions** 
   1. The Company shall perform the Service in accordance with the Agreement.
   2. In case, during the Services the Company identifies that it is impossible to deliver the Services within the agreed time, the Company shall immediately notify GWP about such inability and take all measures to agree a new deadline.
   3. Services shall be considered completed and delivered to GWP only after signature of the final acceptance act.
6. **Purchase Price and the Terms of Payment** 
   1. The Purchase Price shall contain all expenses of the Company related to the Goods and/or Services, including taxes, transportation, if any, etc., unless otherwise defined in the Special Terms and Conditions.
   2. The Purchase Price shall be paid for the Goods and/or Services actually delivered to GWP and confirmed by an acceptance act (or any other similar document).
7. **General Rights and Obligations of the Parties** 
   1. The Company shall deliver Goods and/or render the Services personally and/or its duly qualified personnel/employees.
   2. The Company shall perform the Services in good faith, considering the best interests of GWP.
   3. The Company shall ensure that the personnel involved in the Services shall apply all their skills and professional standards.
   4. The Company shall consider the recommendations and instructions of GWP during the Services. The Company shall refuse the GWP’s recommendations and instructions only with the prior approval of GWP.
   5. The Company shall, upon oral or written request, immediately deliverer to GWP any documentation and information related to the Services, work progress and upon completion of the Services, deliver a final report.
   6. The Company shall be fully responsible for the damages caused to GWP or any other person as a result of Company ’s failure to fulfil its obligations in full or in part, or as a result of Company ’s willful or negligent action or inaction.
   7. GWP shall pay the Purchase Price in accordance the terms and conditions of the Agreement.
   8. GWP shall delivered all available information and documentation, required for the Services to the Company .
   9. In case the Company fails to fulfil any of its obligations herein or in any other part of the Agreement, GWP is entitled, in its sole discretion to reduce the Purchase Price pro rata to the violated obligation(s). Such proportion shall be defined by GWP.
8. **Supervision of Services** 
   1. Any and all rights and obligations assigned to GWP shall be applied by any authorized person of GWP (Supervisor).
9. **Rights and Obligations of the Supervisor** 
   1. The Supervisor is entitled to check the Services at any stage, including preparation stages.
   2. The Supervisor is entitled to perform every day monitoring of the Services to be sure that the Services are performed in accordance with the agreed terms and conditions.
   3. The Supervisor is entitled to give instructions and recommendations to the Company .
   4. The Supervisor is responsible to check out the Documentation within 5 (five) business days from its receipt and sign the Documentation or return them to the Company with its comments.
   5. The Supervisor is entitled to refuse the Services if it is not in compliance with the agreed terms and conditions, or the documents are not enough to prove such compliance.
   6. The Supervisor is entitled to initiate changes of Services and respective amendments of the Agreement.
10. **Representations and Special Rights and Obligations of the Company** 
    1. The Company is an independent contractor of GWP.
    2. The Company shall ensure during the services to have qualified personnel, technical equipment, infrastructure and all health and safety measure/standards are followed.
    3. The Company shall be liable for the actions and/or inactions of its employees and/or sub-contractors.
    4. The Company shall deliver any and all requested information/documentation to the Supervisor in a timely manner.
    5. The Company is entitled to sub-contract the Services or any part of it only after prior written approval of GWP.
    6. The Company on behalf of itself, its subsidiaries and related parties, shareholders, officers or key employees represents and warrants to GWP that neither the Company nor any of its subsidiaries or related parties, shareholders, officers or key employees:
11. have been sanctioned by the authorized bodies for engagement in Prohibited Activities;
12. have been engaged before execution of this Agreement or will get engaged in Prohibited Activities during the term of this Agreement.
13. **Service/Goods Warranty Terms and Conditions** 
    1. The quality of the Services and/or Goods shall be in compliance with the general standards of Service and/or Goods to make them usable for their functional purposes.
    2. The Company shall correct any and all imperfections discovered during the warranty period unless such imperfections are caused by GWP’s failure to follow the maintenance instructions given by the Company .
    3. In case the Company fails to correct imperfections of the Goods and/or Services discovered by GWP during the warranty period within the time agreed between the Parties or if there is no such time defined, within a reasonable time given by GWP, or to exchange the faulty Goods/Services by new ones, GWP is entitled to take care of such imperfections itself and request the compensation of respective expenses from the Company . The Company hereby unconditionally undertakes to compensate any such expenses upon the first demand of GWP.
    4. The Company shall be liable for any and other costs and expenses caused as a result of delay of correction of imperfections and exchange a faulty Goods/Services and the Company hereby unconditionally undertakes to compensate any such expenses upon the first demand of GWP.
14. **Responsibilities of the Parties** 
    1. In case either Party fails to fulfill any of its obligations herein, the other Party is entitled to use any of its rights prescribed in this Agreement or under the laws of Georgia.
    2. In case the Company fails to deliver Goods/Services within agreed time, GWP is entitled to impose a penalty in amount of 0.1% of the Purchase Price for each and every day of delay.
    3. The Company shall take all responsibility if it causes any damage to the health and/or property of any third party. In case the Company fails to fulfill this obligation and GWP becomes liable for its fulfilment, then the Company hereby unconditionally undertakes to compensate any such expenses to GWP upon the first demand of GWP.
    4. GWP is entitled to use any of its rights herein together and/or separately at its sole discretion.
    5. Payment of any penalty does not allow the Party to refuse the fulfillment of the obligation.
    6. For failure to duly comply with the representations, warranties and obligations provided in this Agreement or in the Annex 2 of this Agreement (Code of Ethics and Conduct. Anti-Corruption Policy. UN Global Compact) GWP may request from the Company reimbursement of damages in full, including but not limited to damages caused by early termination of this Agreement, whether direct or indirect, material or non-material, factual or lost profit, etc.
15. **Termination of the Agreement before its Maturity** 
    1. This Agreement may be terminated before its maturity:
    2. By mutual agreement of the Parties;
    3. By one of the Parties with an immediate effect by giving written notice to the other Party if:
16. the other Party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 7 (seven) days of that party being notified in writing to do so;
17. the other Party is declared insolvent, bankrupt, or initiates liquidation proceedings or otherwise ceases to carry on its business or its financial position deteriorates to such an extent that in the Party’s opinion its capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
    1. By GWP, with immediate effect, and without any liability to it (including but not limited to imposition of penalty or reimbursement of damages) if the Company : (i) becomes sanctioned by any authorized body for engagement in the Prohibited Activities, or (ii) fails to fulfil representations, warranties or liabilities provided in the Annex 2 to this Agreement (Code of Ethics and Conduct. Anti-Corruption Policy. UN Global Compact). (iii) fails to fulfil obligations and warranties or liabilities provided in clause 16. (Confidentiality) and/or clause 17. (Personal data and information security) of this Agreement.
    2. GWP may also terminate the Agreement in whole or in part at any time before delivery of Goods and/or Services with immediate effect by giving the Company written notice, whereupon the Company shall discontinue all work on the Agreement. GWP shall pay the Company a fair and reasonable compensation for any Goods and/or Services in progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss and by signing the Agreement the Company agrees so.
    3. Termination of the Agreement shall not affect any of the rights and remedies of the Parties under this Agreement.
18. **Force Majeure**
    1. Neither Party is responsible for any failure to perform its obligations under this Agreement, if it is prevented or delayed in performing those obligations by an event of force majeure.
    2. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party when it is expected to fulfil its obligations under the Agreement.
    3. For the purposes of this Agreement, force majeure means any of the following actions: acts of God, riots, war, terrorist act, epidemic, pandemic, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations to the extent that they are beyond the reasonable control of the Party and prevents that Party to fulfill any of its obligations.
    4. The Party which is unable to fulfill any of its obligation due to the force majeure circumstances shall notify the other Party within 5 (five) calendar days in writing about the nature of force majeure.
    5. The term for the fulfilment of the obligation shall be postponed for the term of the force majeure itself, unless Parties agree otherwise.
    6. In the event when the force majeure circumstances continue for 45 (forty-five) days or longer, either Party is entitled to terminate this Agreement without any liabilities for early termination.
19. **Bank Guarantee**
    1. If, according to the Special Terms and Conditions of the Agreement, the Company is obliged to provide a Bank Guarantee to GWP, such Bank Guarantee must be unconditional and irrevocable, the content of the Bank Guarantee and the person issuing the Bank Guarantee (guarantor) must be agreed with GWP in advance. Unless the person issuing the Bank Guarantee (guarantor) is a person licensed and registered in Georgia in accordance with the laws of Georgia, the Bank Guarantee must be advised by a Georgian Bank agreed with GWP. Unless otherwise stipulated by the Special Terms and Conditions of the Agreement, the term of validity of the Bank Guarantee must be at least 30 calendar days longer than the term specified in the Agreement for the provision of Services and/or delivery of Goods (whichever occurs later). All costs related to the Bank Guarantee including but not limited to the costs for advising the Bank Guarantee, shall be borne by the Company.
20. **Confidentiality**
    1. The Company undertakes to protect the confidentiality of the content of this Agreement and not to disclose the information received and/or obtained during the execution of the Agreement to third parties or to make the information publicly available without the prior written consent of GWP. Any information (whether oral or written and in any medium) related to GWP's business, financial or other matters, and which is not publicly available and is provided to the Company or the Company's directors, employees, hired persons and subcontractors under this Agreement in the process of fulfilling obligations is considered confidential.
    2. The obligation contained in clause 16.1 of this Agreement does not apply to information:
       1. that is or will become publicly available independently of the Company;
       2. that is made publicly available by Company in accordance with the terms of this Agreement;
       3. which is publicly known without violation of this Agreement;
       4. which was already owned by the Company prior to the signing of this Agreement and in respect of which there was no obligation of confidentiality;
       5. which the Company is required to disclose by any governmental authority or law enforcement agency under law, provided that, to the extent permitted by law, the Company shall promptly notify GWP of the circumstances of the disclosure required under this clause, and the Company shall disclose the confidential information only to the extent necessary to satisfy the relevant request or need.
    3. In case of violation of the obligations stipulated in clauses 16.1 and 16.2, GWP is entitled to terminate this Agreement
    4. The obligation to keep information confidential shall remain in force in perpetuity even after termination of the Agreement.
    5. In case of violation of the obligations stipulated in this clause 16 by the directors, employees, hired persons and subcontractors of the Company , GWP may demand compensation of damages from the Company and the Company shall compensate GWP for the damage caused.
21. **Personal data and information security**
    1. The Company declares its consent to the processing by GWP of the personal data transferred from it to GWP for contractual and legal purposes, including transfer to third parties, in accordance with the GWP's "Personal Data Protection Policy". By signing the Agreement, the Company confirms that it has read the "Personal Data Protection Policy" of GWP and has no complaints against its terms.
    2. In the event that the Company transfers personal data of third parties to GWP, the Company declares and guarantees that it has the right to do so in accordance with the requirements of the "Personal Data Protection Policy" of GWP as well as any other applicable regulations. If the Company's breach of this representations and warranties results in any liability to GWP, the Company shall indemnify GWP against any damages.
    3. The Company is obliged to process Personal Data made available to the Company in the process of provision of Services and/or fulfilment of its obligations and/or transferred by GWP to the Company and/or personal data of third parties in full compliance with the GWP's "Personal Data Protection Policy" and requirements of EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, regarding the protection of individuals with regard to the processing of personal data and the free circulation of these data ('GDPR') and any other applicable regulations. The Company shall assist GWP in securing compliance with its obligations as set forth in the abovementioned applicable regulations, including but not limited to through complying with its obligation to respond to data subjects’ requests for the exercise of their rights..
    4. The Company is obliged to comply with the applicable regulations with regard to information security. In addition, the Company is obliged to provide the Services in such a way that it does not pose a threat to the information resources of GWP and to follow the relevant standards necessary to ensure the information security of GWP. The Company is obliged to ensure proper protection of its infrastructure, the vulnerability of which may affect GWP, by including but not limited to utilizing licensed anti-virus, etc.
    5. The Company itself is responsible for the fulfillment of the requirements for personal data protection by its directors, employees, hired persons and subcontractors and for the implementation of necessary measures to ensure security of information. In the event that the violation of the aforementioned requirements by the Company, its directors, employees, hired persons or subcontractors results in GWP being fined and/or other form of penalties and/or liability is imposed upon GWP, the Company shall indemnify GWP.
22. **Governing Law and Dispute Resolution** 
    1. This Agreement shall be interpreted and governed by the laws of Georgia.
    2. Any dispute between the Parties regarding this Agreement shall be delivered to the courts of Georgia for final resolution.
23. **General Provisions**
    1. Any amendment to this Agreement shall enter into force only if it is in written form and signed by both Parties.
    2. By signing the Agreement, the Parties acknowledge and confirm that they have received all consents and confirmations that may be necessary for the execution of the Agreement by their internal corporate documents and/or the applicable laws. The Parties warrant that they have caused the Agreement to be duly executed and delivered by their proper and duly authorized persons.
    3. This General Terms and Conditions is executed in two original copies, having equal force one for each party.

**Signature of the Parties**

**GWP\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**The Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**