

**CONDITIONS FOR SELECTION OF CONTRACTORS
FOR SIGNING A SUPPLY AGREEMENT
AND THE ESSENTIAL TERMS OF SUCH AGREEMENT.**

1. This information on the conditions for the selection of Counterparties (hereinafter referred to as the Conditions) for concluding a supply agreement with BPC LLC (hereinafter referred to as the Enterprise) and the essential conditions of such an agreement are posted by Article 9 of the Federal Law dated 28.12.2009 No. 381-FZ "On the Basics of State regulation of trading activities in the Russian Federation ”.
2. The company concludes contracts in the presence of free production capacity for the release of products and / or the availability of free stocks of products, ensuring the fulfillment of obligations under the contracts and on conditions that do not allow a discriminatory position of the Counterparties to provide buyers with high quality goods at optimal prices.
3. The company strives to build its relations with contractors on the principles of honesty, openness, organized and mutually beneficial partnership.
4. The counterparties of the Company can be any organizations or individual entrepreneurs registered in the established manner as such and meeting the following conditions.
5. To conclude a supply agreement, the Counterparty provides the Company with duly certified copies of documents, including:

For legal entities:

- Charter (all sheets) in the latest edition with all changes;
- Certificate of state registration of a legal entity, or a record sheet of the Unified State Register of Legal Entities on making an entry on the creation of a legal entity;
- Certificate of registration with the tax authority;
- Protocol / decision on the establishment of a legal entity;
- Protocol / decision confirming the powers of the sole executive body;
- Power of attorney (if the contract is not signed by the sole executive body).

For individual entrepreneurs:

- Certificate of state registration (OGRNIP);
- Certificate of registration with the tax authority (TIN);
- Passport (page with photo, page with registration at the place of residence);
- Power of attorney (if the contract is not signed by the sole executive body).

If the Counterparty registered in electronic form, a file (Type - ZIP WinRAR Archive) received from the tax authorities as a result of registration is provided.

The above lists are not exhaustive. At the request of the Enterprise, the Counterparty is obliged to provide other necessary documents.

6. Requirements for the Counterparty to conclude a contract:

- 6.1. The counterparty is registered in the manner prescribed by law;
- 6.2. The counterparty is not in the process of reorganization / liquidation / bankruptcy;

6.3. The counterparty has a reputation as a reliable partner. The Counterparty's reputation must meet the following criteria (including, but not limited to):

6.3.1. Absence of factors of non-fulfillment or improper fulfillment by the Counterparty of its obligations;

6.3.2. Client's solvency;

6.3.3. Absence of factors of violation by the Counterparty of the provisions of the current legislation of the Russian Federation;

6.3.4. Lack of bankruptcy procedures with the Counterparty (taking into account the specific circumstances of the bankruptcy case and the expected conditions of cooperation);

6.3.5. Lack of information about repeated violations by the Counterparty of contracts for the supply of goods concluded with other partners of the Counterparty;

6.3.6. The Counterparty's workflow complies with the current legislation;

6.3.7. The counterparty has a stable financial position;

6.3.8. Persons with connections with the Counterparty meet the characteristics of a reliable partner;

6.3.9. The counterparty is interested in increasing demand for products and optimizing product distribution.

7. The essential conditions of the supply agreement are the conditions on its subject matter, the conditions called essential in the law for contracts of this type, as well as those conditions that the parties define as essential (Article 432 of the Civil Code of the Russian Federation).

For a supply contract, the conditions on the subject (name of the goods) and on the quantity (clause 3 of Art. 455, Art. 465 of the Civil Code of the Russian Federation), as well as the condition on the time of transfer of the goods (Art. 506 of the Civil Code of the Russian Federation) are essential. Besides, an essential condition of the contract will be the condition on the price of the goods.

If, when concluding a supply contract, disagreements arose between the parties on certain terms of the contract, the party that proposed to conclude the contract and received from the other party a proposal to agree on these conditions in a different edition must within thirty days from the date of receipt of such an offer, if another period not established by law or not agreed by the parties, take measures to agree on the relevant terms of the contract or notify the other party of refusal to conclude it.

8. If a complete set of necessary documents is provided and the Counterparty meets the requirements, the Company concludes with the Counterparty a supply agreement in the manner prescribed by the Civil Code of the Russian Federation, in compliance with the provisions of the Federal Law dated 28.12.2009 No. 381-FZ "On the Basics of State Regulation of Trade Activities in the Russian Federation Federation "and Federal Law No. 135-FZ of July 26, 2006" On Protection of Competition ".

9. The company may offer to conclude a delivery contract with the Counterparty on a prepayment basis.

Disclosure of this information on the conditions for the selection of Counterparties is not a public offer.

10. The company has the right at any time to revise these conditions, make changes and additions.