



## **TERMS AND CONDITIONS SUPPLY OF PRODUCTS, WORKS, SERVICES**

### **1. SCOPE**

- 1.1. These Terms and Conditions are defined to apply to the supply of products, performance of works and/or provision of services in the field of information technology.

### **2. PROCESSES**

- 2.1 The processes of supply of products, performance of works and/or provision of services shall be organized and carried out by "Akyly Tilsimat" ES (hereinafter - Supplier).
- 2.2 The supply shall be carried out in accordance with the request or order or tender of an individual or organization (hereinafter - Customer) and with the conditions of the Contract.

- 2.1. Requests (orders) in the field of information technology may be accepted and fulfilled:

- determining and review requirements for products and services;
- writing the requirements specification (technical specifications);
- design and development of products (software) and services;
- granting the right to use the software;
- delivery of products;
- laying of communication cables inside objects;
- installation, mounting, dismounting;
- commissioning;
- customisation;
- integration;
- training;
- change to the service (provision of a new service or discontinuation of a service);
- technical and other services.

### **3. QUALITY AND TIME**

- 3.1. The conditions of quality and time of supply of products, performance of works and/or provision of services shall be agreed and stipulated by the Contract of the Parties.
- 3.2. Certificates confirming the quality safety and origin of product from the manufacturer and/or certification body shall be provided in the established cases.

### **4. PRICE AND PAYMENT**

- 4.1. The price of the product, work and/or service shall be agreed by the Parties and specified in the Contract, in the price negotiation protocol and/or in the specification to the Contract.
- 4.2. Payment for the price of supplied product, work and/or service shall be made by bank transfer to the Supplier's settlement account within the terms agreed by the Parties.

## **5. ACCEPTANCE AND TRANSFER**

- 5.1. Acceptance and transfer of the supplied product, work and/or service is made within the terms agreed by the Parties under the Acceptance Certificate.

## **6. RIGHTS AND OBLIGATIONS**

- 6.1. The Customer has the right to free choice of product, work and/or service, to demand necessary and reliable information related to them from the Supplier.
- 6.2. The Customer is obliged to accept and pay in full the agreed price of the supplied product, performed work and/or service under the Contract and not to infringe copyright.
- 6.3. The Supplier is entitled to demand that the Customer accept and pay for the price of the supplied product, work and/or service, and to demand compliance with copyright.
- 6.4. The Supplier is obliged to provide the Customer with necessary and reliable information about the product, work and/or service and the opportunity of freely choose them.
- 6.5. Obligations to ensure labor protection requirements, safety of works and/or services, information security and other rights and obligations of the Parties may be stipulated in the Contract, if applicable.

## **7. NON-DISCLOSURE**

- 7.1. The Parties are obliged to observe confidentiality (to ensure the non-disclosure) of personal information of restricted access and confidential information received during the supply of products, performance of works and/or provision of services.

## **8. LIABILITY**

- 8.1. The Parties shall be liable for failure to fulfil and/or improper fulfillment of contractual obligations in accordance with the procedure established by the legislation of the Turkmenistan and Contract.
- 8.2. In case of disputes arising in connection with performance of the Contract of supply of product, work and/or service the Parties shall resolve them by means of negotiations.
- 8.3. If the Parties by means of negotiations have not come to the dispute resolution, the dispute resolution is transferred to the Arbitration court of Turkmenistan.

## **9. EXCHANGE OF INFORMATION**

- 9.1. The Parties exchange information for processing the order (request), Contract, as well as for taking measures in case of unforeseen situations and in case of deficiencies, defects, nonconformities.
- 9.2. The Supplier shall request feedback - opinion, comment regarding the products, works and/or services or processes through Customer's satisfaction survey.