

## **Force Majeure Circumstances**

1. The Parties shall be released from liability for partial or complete non-performance of their obligations under the Agreement if they can prove that such non-performance was due to force majeure circumstances.

2. Force majeure circumstances are understood to be external and extraordinary events that did not exist at the time of signing the Agreement, arose independently of the will of the Parties, and could not have been foreseen or prevented by measures that are reasonably expected under the given circumstances.

3. In the event of force majeure circumstances, the period for the performance of obligations under the Agreement shall be extended for the duration of such circumstances.

4. The Party affected by force majeure circumstances and as a result unable to perform its obligations under the Agreement must promptly, but no later than five (5) business days from the occurrence of such circumstances, notify the other Party in writing. Failure to provide timely notice deprives the affected Party of the right to invoke force majeure circumstances.

5. The existence of force majeure circumstances must be confirmed by a certificate (conclusion or other document) issued by the Chamber of Commerce and Industry of the Russian Federation and its territorial bodies at the location of the Party affected by such circumstances.

6. If force majeure circumstances continue for more than three (3) calendar months, the Parties shall agree on the further procedure for the performance of the Agreement. Each Party shall have the right to initiate the termination of this Agreement.

7. The provisions of this Section shall not apply if the force majeure circumstances arose during a period of delay in the performance of obligations by the Party invoking such circumstances.