Approved by Order of the General Director of Qazaqstan Catering Solutions LLP and Qazaqstan Catering Solutions GUW LLP No. 2025-04/legal dated December 17, 2025.

GENERAL TERMS AGREEMENT FOR THE PROVISION OF ON-BOARD CATERING AND SERVICES BY QCS

This General Terms Agreement (hereinafter - Agreement) defines the procedure for the provision of on-board catering and service services (hereinafter - Services), as well as the mutual rights, obligations and the procedure for the relationship between Qazaqstan Catering Solutions LLP, hereinafter referred to as the "Supplier", represented by General director Mr. Shaukharov Didar Maratovich, acting on the basis of the Charter, and the consumer of services, hereinafter referred to as the "Customer", collectively referred to as the "Parties".

1. This document, in accordance with Article 395 of the Civil Code of the Republic of Kazakhstan is a public offer. An implementation by the Customer of conclusive actions - Sending an order to the Supplier for the provision of Services is considered to be the full and unconditional acceptance (acceptance) of the terms in accordance with Article 396 of the Civil Code of the Republic of Kazakhstan.

1. PROVISION OF SERVICES

1.1. The Supplier agrees to provide the Customer with on-board catering and service services, as well as any other additional services that the Customer may request, and the Customer agrees to accept and pay for these services in accordance with the Agreement.

1.2. This Agreement applies to relations between the Parties only in the absence of other agreements signed by the Parties.

2. ORDERS

2.1. In accordance with clause 1 of the Agreement, sending an Order is considered an expression of consent to be bound by this Agreement for the Customer.

2.2. An order is considered to be information received from the Customer in any form, including paper, e-mail, fax, etc., from the content of which it is possible to clearly determine the Customer's intention to use the Supplier's services, as well as the volume, location and other information necessary for the provision of services.

2.3. The Customer will provide the Supplier with information about the Customer's flight schedule, the types and configuration of aircraft and flight numbers, and any changes to the flight schedule.

2.4. The Customer will provide the Supplier with the following information on the food order by e-mail or fax:

- Pre-order: no later than 12 hours before departure;
- Confirming order: no later than 6 hours before departure;
- Final order: no more than: S/S - 2 servings, Y/S - 2 servings (no later than 3 hours before the departure of international flights, no later than 2 hours before the departure of domestic flights).
- Special meals no later than 24 hours before departure.

The food order must include:

- Type of aircraft;
- Registration number of the aircraft board;
- The amount of food in each class;
- Type, quantity and class of special food, if any;
-The amount of food for the crew.

2.5. Provision of services/ meals in the last minutes before departure.

The Supplier will supply the Customer's flights in accordance with the food checklist and agreed menu specifications. In addition to the ordered meals, the Supplier, if necessary, will deliver additional meals in the amount of 2 servings of Business Class, 2 servings of Economy Class no later than 40 minutes for international flights and 30 minutes for domestic flights before the departure of the aircraft.

Unused backup power is paid by the Airline in the amount of 50% of the cost.

2.6. Replacement of the Aircraft type.

The Customer informs the Supplier about the replacement of the aircraft type no later than 4 hours before the flight departure time.

If the replacement of the aircraft type is carried out simultaneously with the replacement of the menu, the information must be provided no later than 6 hours in advance.

In case of late information, the Supplier loads the previously ordered food.

2.7. If the Supplier does not have any component of the Ration at the time of preparing the on-board meals, the Supplier has the right to replace the missing component with a similar or ready-made dish provided in the Assortment, subject to the total cost of the Ration.

3. CANCELLATION OF THE FLIGHT AND REDUCTION OF THE ORDER

POWER SUPPLY

3.1. Cancellation of the entire flight.

The complete cancellation of meals and related services will be accepted by the Supplier without payment if the Supplier has received this information in writing 6 hours before the departure of the aircraft according to the established schedule.

If the order is canceled less than 5 hours 59 minutes, but more than 1 hour 59 minutes before departure, then 50% of the cost for perishable food is paid.

If the order is canceled less than 1 hour 59 minutes before departure, then 100% of the cost for perishable food is paid.

If you cancel an order for special meals less than 6 hours before departure, 100% of the cost of this meal is paid.

Cancellation of the order, entailing payment by the Airline, is made by the Supplier on the basis of the Airport's DSA data.

3.2. Order abbreviations.

The reduction of the food order will be accepted by the Supplier, provided that the following written notifications are provided by the Customer:

- more than 3 hours before departure – not paid;
- less than 3 hours before departure - 100% paid.

4. PAYMENT AND INVOICING

4.1. The Supplier issues an invoice according to the services provided, and the Customer pays for them within 10 (ten) calendar days from the date of provision.

The Supplier issues and the Customer shall pay a variable payment paid by the Supplier to JSC "Nursultan Nazarbayev International Airport" in the amount of 14 (fourteen) % of the cost of services rendered separately from the cost of services rendered under the Agreement (hereinafter referred to as Variable Payment). Variable payment is charged with VAT.

4.2. The Customer compensates the Supplier for taxes and costs at the airport if the airport management or the government requires payment, and the Supplier pays on behalf of the Customer.

4.3. The cost of services is determined by the current prices of the Supplier at the time of receipt of the order.

4.4. In the event of the Customer's failure to make payment within the agreed payment terms, the Supplier shall be entitled

to suspend the provision of Services, in whole or in part, until full payment of all outstanding amounts is received. Such suspension shall not be deemed a breach of this Agreement and shall not give rise to any penalties, damages or other liability on the part of the Supplier.

5. QUALITY ASSURANCE

5.1. The Supplier hereby guarantees the Airline timely delivery of food to the aircraft in accordance with the Airline's instructions.

5.2. In case of non-fulfillment of this clause, the Supplier guarantees:

- free maintenance of the aircraft, in case of a delay due to the fault of the Supplier, for more than 15 minutes.

50% of the service for a delay, due to the fault of the Supplier, for more than 10 minutes.

5.3. The Supplier shall not be liable for delays or non-performance caused by airport authorities, aviation security, dispatch services, apron or access restrictions, aircraft stand changes, special operations, or any circumstances beyond the Supplier's reasonable control.

5.4. Any claims or complaints relating to the quality, quantity or timeliness of the Services shall be submitted by the Customer to the Supplier strictly in writing within twelve (12) hours after the respective flight departure or arrival and shall be supported by reasonable documentary evidence. Failure to submit such claim within the above time period and/or without supporting evidence shall be deemed unconditional acceptance of the Services by the Customer without any remarks and shall preclude the Customer from making any deductions, set-offs or other claims in respect of such Services.

6. CONFIDENTIALITY

6.1. The Parties undertake not to disclose confidential information and not to use it, except for the purpose of fulfilling obligations under this Agreement. The party to whom confidential information is provided undertakes to take measures to protect it no less than those taken by it to protect its own confidential information.

6.2. The obligations of the Parties set forth in this section are valid for the duration of this Agreement and 3 (three) years after its termination.

7. RESPONSIBILITY AND COMPENSATION

7.1. The Supplier will be fully responsible to the Airline for any failure to fulfill obligations under this Agreement in accordance with the current legislation of the Republic of Kazakhstan.

7.2. The Supplier will not be liable for any defect of any Airline Product or any loss or damage caused by the Airline product to the Airline itself or to any third party, unless the liability is a consequence of the supplier's failure to fulfill its obligations under this agreement.

8. TERMS AND CANCELLATION

8.1. This Agreement will be valid from the moment of receipt of the Order and is valid until the full fulfillment of obligations under the Agreement.

8.2. This Agreement may be terminated unilaterally by notification 15 (fifteen) calendar days in advance.

8.3. Termination of this Agreement shall not affect Orders already accepted by the Supplier prior to the effective date of termination. Such Orders shall remain valid and shall be performed and paid in accordance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing

9. FORCE MAJEURE CIRCUMSTANCES

9. Neither Party will be liable for non-fulfillment of its obligations under the Contract on time if the non-fulfillment is the result of force majeure circumstances (hereinafter referred to in this section as ONS), that is, extraordinary and unavoidable circumstances under these conditions that arise during the term of the Contract, to which the Party affected by them (hereinafter referred to as - The affected party) cannot really influence and which it could not really foresee (including floods, earthquakes, volcanic eruptions and other natural disasters, wars and military actions, blockades, import or export prohibition, changes in legislation, etc.). Fires and strikes are recognized by the ONS if they are not the result of a guilty and/or careless action/inaction of the Affected Party. Failures/interruptions in the operation of the equipment and/or software used by the Affected Party, damage to lines and/or means of communication are considered as ONS only if they are caused by the action of natural and/or man-made factors and are not the result of culpable and/or careless actions/inaction of the Affected Party and/or third parties.

9.1. The affected Party is obliged to notify the other Party in writing immediately, but no later than 3 (three) calendar days from the date of occurrence of the ONC, of their occurrence, the expected validity period, if possible, to assess their impact on the performance (including the term of performance) of obligations under the Contract, except in cases where such notification is impossible due to such circumstances. Upon termination of the ONS, the Affected Party is obliged to notify the other Party about it within the same time period, indicating the expected period for the fulfillment of obligations under the Contract.

10. DISPUTE RESOLUTION PROCEDURE

10.1. All disputes directly or indirectly related to the performance, modification, termination, termination and validity of this Agreement, the Parties seek to resolve through negotiations. If it is impossible to resolve the dispute through negotiations, disputes are resolved in court in accordance with the substantive and procedural law of the Republic of Kazakhstan.

10.2. The law of the Republic of Kazakhstan is applicable to the Agreement.

11. DETAILS OF THE SUPPLIER

Qazaqstan Catering Solutions LLP
BIN 210340006815
Address: Astana city, Kabanbai Batyr 119, on-board catering warehouse, postal code 0100000
BIC HSBKKZKX
JSC "People's Bank of Kazakhstan"
IIC TENGE- 866018871000380141
US DOLLAR - 106018871000380151
EU - 316018871000380161
Dispatcher Service contacts
Tel.: +7 (771) 055 78 05
Email address: nqz-dispatch@qazcs.kz

General director

_____ **Didar Shaukharov**

ҚАЗАҚСТАН РЕСПУБЛИКАСЫ «Qazaqstan Catering Solutions» ЖШС

«Qazaqstan Catering Solutions GUW» ЖШС

РЕСПУБЛИКА КАЗАХСТАН ТОО «Qazaqstan Catering Solutions»

ТОО «Qazaqstan Catering Solutions GUW»

Б Ұ Й Р Ы Қ **№2025-04/legal** **П Р И К А З**

г. Астана/Астана қаласы **17 желтоқсан/декабрь/ 2025 ж/г.**

Qazaqstan Catering Solutions және Qazaqstan Catering Solutions GUW ЖШС-лерінде борттық тамақтандыру және сервис қызметтерін көрсету жөніндегі Типтік шарт (GTA) бекіту туралы

Қызметтерді көрсету кезінде құқықтық айқындылықты, шарттық қатынастардың бірізділігін және тәуекелдерді басқаруды қамтамасыз ету мақсатында,

БҰЙЫРАМЫН:

1. Қоса беріліп отырған Борттық тамақтандыру және сервис қызметтерін көрсету жөніндегі Типтік жалпы шарт (General Terms Agreement, GTA) «Qazaqstan Catering Solutions» ЖШС және «Qazaqstan Catering Solutions GUW» ЖШС үшін бекітілсін.
2. Аталған Типтік жалпы шарт (GTA):
   a. авиакомпаниялармен және өзге де тапсырыс берушілермен қызмет көрсету кезінде;
   b. тапсырыс ресімдеу барысында;
   c. прейскуранттармен және коммерциялық ұсыныстармен бірге міндетті түрде жіберілсін және қолданылсын.
3. Құрылымдық бөлімшелердің басшылары, диспетчерлік қызмет, коммерциялық және заң қызметтері осы бұйрықтың талаптарының орындалуын қамтамасыз етсін.
4. Осы бұйрықтың орындалуын бақылау клиенттермен жұмыс бөлім менеджеріне жүктелсін.
5. Осы бұйрық қол қойылған күнінен бастап күшіне енеді.

Об утверждении Типового общего договора (GTA) на оказание услуг бортового питания и сервиса в ТОО «Qazaqstan Catering Solutions» и ТОО «Qazaqstan Catering Solutions GUW»

В целях обеспечения правовой определенности, единообразия договорной практики и минимизации правовых рисков,

ПРИКАЗЫВАЮ:

1. Утвердить прилагаемый Типовой общий договор (General Terms Agreement, GTA) на оказание услуг бортового питания и сервиса для ТОО «Qazaqstan Catering Solutions» и ТОО «Qazaqstan Catering Solutions GUW».
2. Установить, что указанный Типовой договор (GTA):
   a. применяется при оказании услуг авиакомпаниям и иным заказчикам;
   b. направляется заказчикам одновременно с прейскурантом цен и/или коммерческим предложением;
   c. используется в качестве публичного договора-оферты, если иное не согласовано сторонами в письменной форме.
3. Руководителям структурных подразделений, диспетчерской службе, коммерческому и юридическому подразделениям обеспечить соблюдение настоящего приказа.
4. Контроль за исполнением настоящего приказа возложить на менеджера отдела по работе с клиентами.
5. Настоящий приказ вступает в силу с даты его подписания.

Бас директор/Атқарушы директор **Шаухаров Д.М.**

Генарльный директор/Исполнительный директор **Шаухаров Д.М.**