**EXHIBIT # 7**

**Packing, Marking and Shipping**

**Instructions / Requirements (PM&S Instructions)**

**GENERAL PROVISIONS**

**Instructions/Requirements:**

All Terms and Conditions of the Purchase Order/Shipment Order must be strictly followed

*NOTE: FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY RESULT IN THE BACK CHARGE OF THE SUPPLIER.*

Where questions arise regarding these Instructions, Suppliers should contact the relevant KAZ Minerals Logistics team as specified in the Order Details.

The Supplier shall instruct the relevant departments of its organization and its sub-suppliers of the requirements of the PM&S Instructions, if applicable.

**Part I: Packing and Marking Instructions**

**Part II: Shipment Instructions**

**Part III: Oversized Cargo**

**Part IV: Information Exchange and Buyer**

**Part V: Consignee и Information to Notify the Party**

**PART I - PACKING & MARKING INSTRUCTIONS**

The metric system for weights and measurements shall be used in all cases.

1. **Packing List(s)**

1. The Packing List(s) contain the following information:

* 1. Name and address of the Supplier
  2. Name and address of the Buyer and Consignee
  3. Delivery place
  4. Number of Packing List
  5. Date of Packing List
  6. Number of Purchase Order and/or Shipment Order
  7. Stock code, stock description, UoM, quantity by item Data must fully match the Oder Details or the Shipment Order
  8. Number of packages (e.g. 5 boxes, 3 containers, 6 bundles, 2 unpacked items) and total number of packages. (E.g. 1 of 5, 2 of 5, etc.)
  9. Gross and net weight in kilograms per package.
  10. Total gross and net weight in kilograms of the whole consignment.
  11. Dimensions in centimeters and package volume measurements in cubic meters.
  12. The total cargo volume measurements in cubic meters.
  13. The Container No. and type, where applicable.

2. For all containerized cargos the Supplier must provide a «container stuffing list» with details of the contents of the container. The container stuffing list must be enclosed in a sealed bag affixed to the inside of the left hand door of the container. The second copy of the container stuffing list must be enclosed in a sealed waterproof bag affixed to the outside of the container's right-hand door. The third copy of the container-stuffing list should be dispatched as separate package to the ultimate consignee on site. All lists must contain the container number, the shipment reference number (SCN) and the ship/transport name.

3. The packing list shall have the Supplier’s company stamp and signature. Two original copies of the packing list shall be put inside each shipment. One copy to be inside the package, one copy in the waterproof envelope affixed to the outer side of the package along with the following documents:

* Supplier’s consignment note
* Original commercial invoice with Supplier’s stamp and signature
* Hazardous Goods Declaration or Material Safety Data sheet, as applicable
* Certificate of Origin, as applicable
* Quality Certificate, indicating the shelf life of the Goods, as applicable

1. **Packing instructions**

Any packing requirements contained in the technical specification shall have precedence over these minimum requirements stated below. It will remain the Supplier’s responsibility to supply suitable protection and/or packaging to ensure safe transport and undamaged arrival of the goods at the final destination point. All packaging must meet the Export Packaging Standard.

Costs incurred by the Buyer to replace or repair a fragile or unsuitable package or arisen as a result of loss or damage to the contents will be be back-charged to the Supplier.

1. Packaging must meet international standards and be suitable for the method of transportation (Air, Sea, Rail, Road and Inland waterway) and be adequate and sufficient to withstand pilferage, multiple handling, loading, and storage for an undetermined period under variable conditions.
2. The packaged goods shall be secured within the case against forces horizontally arising (tilting, shunting, fixing of slings, etc.) in such a way that they may withstand such loading without any damage. The securing can be made by bolting to the skids or the base, fixing to the base using a frame, installing a seal between the device and the case wall, etc.

*When stands, bundles, boxes, containers, partial packages, etc., are fabricated, the packaging method must be appropriate for the weight and characteristics of the goods.*

*Using cardboard boxes or wood-fiber boards as exterior protection is prohibited, except where these are further protected with waterproof packaging.*

1. Packages shall be numbered consecutively from 1 upward for each Purchase Order. (e.g. 1 of 3, 2 of 3, etc.)
2. Good quality wooden cases/boxes or similar packaging shall be used whenever possible.
3. Packages of five (5) tons or more must be marked with slinging points as well as clearly show on both sides the center of gravity (COG), in order to safely handle the package.
4. Items which do not need extensive mechanical or climatic protection shall be box skidded or palletized (e.g. heat exchangers, vessels etc.). Machined or threaded surfaces and all moving internal parts of machinery shall be coated with an easily removable rust preventative coating. All fittings, valves, etc. smaller than 100 mm shall be properly packaged in boxes with clear indications as to which PO item numbers they refer to. All fittings, valves, etc. larger than 100 mm shall be properly box skidded or palletized.
5. Pressure vessels shall be rust protected as specified in the technical assignment and mounted on suitable saddles. For cylindrical vessels these saddles must be accurately shaped to match the diameter of the vessel and shall be in contact with the shell over an arc of 1200. They shall be attached to the vessel by metal straps or similar means, but not welded. To achieve the most suitable saddle design for optimal transport handling the Supplier must liaise with the Buyer.
6. All man-ways, nozzles and similar openings in equipment and machinery, etc. shall be covered by wooden or metal plugs and securely bolted, using suitable sealing material. Threaded connections must be plugged or capped to ensure a watertight joint. Additionally, the edge of all joints is to be sealed with waterproof tape.
7. Rotors or electric motors and rotating elements fitted with antifriction bearings shall be prevented from motion by clearly visible external clamps to prevent any internal damage.
8. All equipment must be completely drained of water prior to packing and shipment to prevent damage due to freezing and corrosion.
9. The Supplier shall be responsible for suitable inner packaging and wrapping the items subject to damage from moisture (e.g. tools, precision tools, electric motors, etc.). This protection shall include encapsulation and the inclusion of desiccant materials, as appropriate.
10. Packages containing fragile articles must be packaged with special precaution against risk of breakage and in substantial wooden cases and stenciled on all sides “FRAGILE - HANDLE WITH CARE” in the English and Russian languages. Where cases are not to be overturned, the Supplier must show on the cases clear and readily visible identification to ensure they are kept in the correct position. For instance, «TOP».
11. All timber used in the packing process is to be suitably treated prior to or after cargo preparation. Timber must either clearly carry an ISPM15 marking or have an appropriate fumigation certificate.
12. Mechanical handling the price of the contract includes, among other, packing, palletizing, shipment and loading/unloading work, unless otherwise stated in the contract. All cargoes with one place weight over 15 kg must be shipped on pallets and/or in containers. All cargoes, for unloading of which a forklift/crane is required, must provide package readiness for such unloading (base (skid bars), straps etc.).
13. All Hazardous Goods supplied for airfreight shipment, are to be supplied in the appropriate UN approved packaging. For assistance in identifying the appropriate packaging, please refer to IАТА Regulations or contact a professional packer, who has been trained and certified in IАТА standards. Hazardous cargo delivery: all hazardous materials shall be clearly labeled.
14. The Supplier shall be responsible to pack and pre-sling goods as required to ensure safe and effective unloading. Supplier shall supply all lifting parts and slings required for proper unloading of the goods.
15. The Supplier shall warrant that the materials are adequately protected from damage and deterioration during transportation and short-term storage, taking into account the conditions at the site or other place as a delivery point and in the territory through which the materials will be transported, including climate, roads, and shipping regulations. All packages must be adequately designed for rough road transportation, including allowance for on uneven roads, taking into account the appropriate loading and unloading operations. When packaging, labeling and transporting materials, the Supplier must comply with international and national laws applicable to the transport of materials, as well as health, safety, and environment.
16. The Supplier shall be responsible for any damage, loss or destruction of any materials supplied in accordance with the contract or any indirect loss, damage or destruction of any other materials or property as a result of improper packaging or transportation by the Supplier. Expenses incurred due to non-compliance by the Supplier with the procedures and instructions for packaging, marking and transportation specified in the contract shall be reimbursed by the Supplier. All goods must be packed, marked, and transported in accordance with requirements pertaining to transportation of hazardous materials (as applicable), and industry best practice.
17. **Marking Instructions**

All cases, packages and boxes shall be marked as indicated below. On bundles, the markings are to be embossed on a metal or similar tag and securely strapped onto the bundle.

1. When more than one package or case, LCL or oversized goods is being shipped under the same stock code, EACH of the cases shall be numbered and show the TOTAL number of packages being consigned, (e.g. Case 1 of 5, Case 2 of 5, etc.)
2. For all containerized cargos the Supplier must provide a “container stuffing list” with details of the contents of the container. For goods supplied as a kit, set, etc., an additional list of components of the kit, set, etc. must be attached.
3. Goods (s) arriving in the warehouse as a set must be packed separately from each other (each set must be packed separately).
4. Lettering of marks must be shown in capital letters with letter height of not less than 20mm and to be applied by use of either paint or indelible ink. These markings shall, where possible, be displayed at three different points of each case, package, bundle, etc.
5. Each individual piece of fabricated/structural steel work shall be metal stamped with identifying an erection mark.
6. Cases containing spare parts shall be marked «SPARE PARTS».
7. Goods (cables and wiring products) supplied by the Supplier to the Buyer under the Purchase Order should have a mandatory factory marking (metric), which must be applied directly on the Goods along the entire length with an indication of the signs of linear length (meters). In case of non-compliance with this requirement, the Buyer shall be entitled to refuse acceptance of the Goods. Return and/or replacement of Goods inconsistent with the marking requirements specified in this clause of the Contract shall be made solely by and at the expense of the Seller in full.
8. In every case, boxes, cases, containers, and separate materials must be clearly identified as detailed in the contract. The Seller must ensure that delivery labels detailing the contract number and date, quantity and description of the materials are attached to the materials or consignment note/ packing list to accompany materials to their destination point.
9. For shipment of harmful/Hazardous materials, the Supplier must apply a proper/standard warning labels/marking for commercial transportation of hazardous/dangerous cargo. Each shipment must be accompanied by applicable Material Safety Data Sheets (MSDS).

Marking on the packaging should contain the following data:

Number of the contract or Purchase Order (as applicable)

Stock code / Marking number ...................................

Country of Origin …………………………………..

Cargo Unit No. ...................... of ...................

Gross Weight t........................................kg

Net Weight ........................................kg

Dimensions L........W.......H.......(in centimeters)

Special requirements for moving.............................................

1. C**ommercial Invoice**

The commercial invoice must be issued in English or Russian on the Supplier's official letterhead. The Supplier’s complete name and address must be clearly indicted on each document. If the Supplier is not the manufacturer of the supplied goods, the full name and address of the manufacturer must be included. If the materials contain any foreign components, the country of origin and content percentage must be indicated. Commercial Invoices must have original signature and seal of the Supplier. Commercial Invoices from Sub-suppliers of the Supplier shall not be accepted. Should Supplier wish his Sub-supplier to produce the commercial invoice, the Supplier must provide the Sub-supplier with the letterhead of the Supplier, the Purchase Order prices and correct goods descriptions.

Contents of the Commercial Invoice must include the following information:

1. The general description of the goods, i.e. «Equipment and Materials for».
2. CONSIGNEE: «KAZ Minerals LLC \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_» – copper facility (*the* *address will be communicated*). At the same time, the Supplier must notify the Buyer in advance about the Carrier, indicating all the data (name, address, contact person, telephone numbers, e-mail, as well as all other data that the Buyer may additionally request).

NOTIFY THE PARTY: Contact persons with contact details for coordinating logistics and supervising the Buyer's transportation shall be indicated in the Order Details

1. Shipment identification marks, as specified in the marking instructions.
2. Invoice Date and Number
3. Shipping Terms as Indicated in the Purchase Order (FCA, DDP, etc.).
4. The number of the Purchase Order and Shipment Order, if applicable.
5. The item number in the Purchase Order or Shipment Order, the Supplier's part number, the Buyer's stock code and description correspond to the Order Details or Shipment Order.
6. Quantities of goods shipped and units of measure for each item in the Purchase Order and Shipment Order
7. Total metric volume and metric net and gross weights of the goods.
8. Currency indication, i.e. «US Dollar, Euro», etc.
9. Unit selling price in the contract currency
10. Total selling price in the contract currency
11. Total price in the invoice
12. **Certificate of Origin**

The Certificate of Origin is normally prepared by the Supplier but may be prepared by the Freight Forwarder/Shipping Agent based on information taken from the Supplier’s Commercial Invoice and Packing List.

Should the Purchase Order or Shipment Order require the Supplier to prepare the Certificate of Origin, the Supplier must specify the type of goods and the full name and address of the manufacturer of the items to be shipped.

PART II: SHIPPING INSTRUCTIONS

Partial shipments are permitted if specifically stated in the Purchase Order or Shipment Order and/or authorized in advance by the Logistics Specialist or Incoming Cargo Specialist.

Partial shipments must be accompanied by supporting documents and must not be construed as fulfillment of the Supplier's obligations. No extra charge will be allowed for packaging, shipment or handling unless stated in the Purchase Order or Shipment Order. Itemized packing lists must accompany each shipment.

All goods received at the agreed Delivery Point or at its final destination point in excess of Purchase Order or Shipment Orde requirements will be subject to return for credit at the Supplier’s expense.

Early delivery is permitted if agreed with the Logistics Specialist or the Incoming Cargo Specialist.

**The Supplier shall comply with the following requirements:**

Where Goods are delivered under the DDP terms, the Supplier shall assume the obligation to timely provide the necessary and reliable information for further entering into the Cargo Tracking Information System. At that, in case of any change in the status of goods delivery (cargo manufacturing, cargo transit through a particular country and/or a customs post (through which the cargo passes from time to time), cargo customs clearance and any other status associated with delivery of a relevant cargo to the Buyer), the Supplier shall immediately notify a respective Buyer’s freight forwarder about any abovementioned changes for further updating by the Buyer of the delivery status of the respective goods in the Cargo Tracking System.

Where Goods are delivered under the DDP terms, the Supplier shall also assume the obligation to timely request the GREEN LIGHT.

GREENLIGHT formalities[[1]](#footnote-1)[1] shall be carried out by the Supplier by sending a respective request to the Cargo Tracking System. At the same time, shipping any goods by the Supplier without the obtained GREEN LIGHT agreed in the Cargo Tracking System is strictly prohibited. In case of arrival of unauthorized cargo, the Buyer reserves the right to refuse to receive this cargo.

Where the Goods delivery terms are different from DDP, the Supplier shall assume the obligation to timely provide the necessary and reliable information, including the final date of readiness of the goods for shipment, the number of items shipped, the dimensions and weight of each item, the final and complete shipping address, for further entering by a relevant authorized specialist of the Buyer into the Cargo Tracking System. Such information shall be provided by the Supplier at least 4 (four) weeks before the date of the goods readiness for shipment/delivery date (for DAP/CIP) approved in the Contract, for completing all preliminary internal procedures for organizing transportation/customs formalities, including for preliminary reservation of a vehicle by the Buyer’s carrier appointed under the Purchase Order.

Where goods are delivered in accordance with Clause 10.1. Appendix A «General Terms and Conditions of International Goods Purchase Orders», the Supplier undertakes to upload all documents required by the terms and conditions of Clause 10.1. above into the Cargo Tracking System. If on the date of entering documents specified in Clause 10.1. Appendix A «General Terms and Conditions of International Goods Purchase Orders» the Cargo Tracking System will not be accessible for technical reasons, the Supplier assumes the obligation to immediately, within the tie period specified in Clause 10.1., transfer the entire list of relevant documents to the Buyer by sending them to the email addresses specified in the relevant Order Details.

Where goods are delivered in accordance with Clause 10.4. (or Clause 10.5., or Clause 10.6., depending on the delivery terms) of Appendix A «General Terms and Conditions of International Goods Purchase Orders», the Supplier assumes the obligation to upload all documents provided for by the terms and conditions of Clause 10.4. above (or Clause 10.5., or Clause 10.6., depending on the delivery terms) into the Cargo Tracking System. If on the date of uploading of the documents specified in Clause 10.4. (or Clause 10.5., or Clause 10.6., depending on the delivery terms) of Appendix A «General Terms and Conditions of International Goods Purchase Orders», the Cargo Tracking System will not be accessible for technical reasons, the Supplier assumes the obligation to immediately, within the time limits specified in Clause 10.4. (or Clause 10.5., or Clause 10.6., depending on the delivery terms), transfer the entire list of relevant documents to the Buyer by sending them to the email addresses specified in the relevant Order Details.

Contact persons with contact details for coordinating logistics and supervising the Buyer's transportation shall be indicated in the Order Details.

WAREHOUSE OPENING HOURS: from 09:00 a.m. to 06:00 p.m. daily.

For safety purposes, only freight and/or four-wheel drive vehicles are allowed to enter the territory of KAZ Minerals site. The Seller must ensure that the Goods are transported by a vehicle suitable for proper unloading at the warehouse. Vehicles with goods must be suitable for side unloading.

Delivery of small-sized Goods by a courier is also allowed.

The Supplier must prepare 2 (two) copies of the goods delivery note and send to the Buyer along with the goods.

In the case of delivery of foreign cargo, the Supplier must send an in 1 (one) original copy of the invoice along with the goods to the following address: 85А Dostyk Ave, Building 1, Almaty, Republic of Kazakhstan, 050021.

In the goods delivery note, the Supplier must indicate the number of the Purchase Order and Shipment Order under which the delivery is carried out, if applicable. Without the indication of the number of the Purchase Order and Shipment Order, the documents will be returned to the Supplier for correction of errors at the Supplier’s expense.

The sales number shall be indicated on the packaging, reflecting the sales number in the goods delivery note for the Supplier' (if necessary).

The pallet/box/case must be accompanied by a packing list indicating the number of the Purchase Order and Shipment Order, if applicable, which must be placed inside each cargo unit. The packing list should indicate the stock items and the quantity of the goods placed specifically in the given box/case.

Package/boxes should be undamaged

The goods must be placed on the pallet

Goods and materials such as: teeth, comb knives, etc. (heavy metal goods and materials) should be placed on pallets in one tier

Oil and lubricants must be placed one tier on a pallet on vehicles

**SAFETY REQUIREMENTS**

All arriving personnel of the Supplier, including drivers delivering cargo, must have Personal Protective Equipment (PPE): 1) helmet, 2) goggles, 3) warn vest, 4) safety boots with metal toes. 5) trousers, and 6) long sleeve shirt. The Supplier's employees without PPE will not be allowed to enter the premises of the Buyer's enterprise.

Arriving employees of the Supplier, including drivers delivering cargo, must be sober and have no alcoholic drinks or psychoactive substances. The Supplier's employees intoxicated with alcohol or drugs will not be allowed to enter the premises of the Buyer's enterprise.

**Ex Work Collection Instructions for the Freight Forwarder**

Following directions from the Logistics Manager, the Forwarder is authorized to carry out the following actions as agreed directly with the Supplier:

1. Agree on shipping arrangements with the Supplier
2. Issue shipping instructions to the Supplier or the Supplier's Export Packer
3. Assist the Supplier with documentation requirements.

Suppliers must contact the Forwarder for shipping instructions.

**PART III** **– OVERWEIGHT & OVERSIZED CARGO**

DEFINITION:

All single items (e.g. a box, case, bundle, bulk item, etc.) exceeding the following dimensions or weight are treated as oversized stock items for indivisible cargo and oversized cargos:

Length 12.19 meters

Width 2.43 meters

Height 2.43 meters

Shipping weight 20 metric tonnes

The dimensions of oversized goods are extremely critical. Inaccuracy may delay movement and create excessive costs or damage to the cargo.

Any pieces of material or equipment weighing 45,000 kilograms or more will require submittal of detailed «Shipping Drawings» to the logistics manager for review and approval at least six (6) months prior to the promised delivery/shipping date.

For any single piece of material or equipment weighing 10,000 kilograms, but less than 45,000 kilograms, or greater than 12.19 meters in length, or 2.43 meters in width, or 2.43 meters in height, the Supplier shall submit “Shipping Drawings” to the logistics manager for review and approval at least three (3) months prior to the promised delivery/shipping date.

Actual gross weight and dimensions must be provided to the Freight Forwarder as early as possible prior to shipment so that shipment plans can be changed, if necessary, with a minimum of delay or disruption.

DRAWING REQUIREMENTS

To obtain the necessary permits, choose the means of transportation, and comply with legal and safety regulations, the following requirements for the transport of oversized cargo shall apply. This information must be provided to the Freight Forwarder:

1. ***Overall general layout or equipment drawings clearly indicating:***
2. Weight and dimensions of the equipment
3. Centre of gravity
4. Lifting lugs, lashing and lifting points
5. Size of lugs
6. Saddle material used (wood or steel)
7. Saddle location
8. Number of saddles
9. Saddle width, height and weight
10. Any specific transportation and lifting requirements and precautions.

The General layout drawings in triplicate must be provided by the Supplier at least three (3) months prior to readiness for shipment/delivery, for review and approval by the respective Freight Forwarder.

After the approval of the general drawing of the equipment, the Freight Forwarder shall apply for all necessary permits for transportation.

Based on the general drawing of the equipment, the Freight Forwarder shall prepare a general transport scheme in triplicate, showing:

1. ***General scheme of the vehicle:***
2. Number of axles and wheels
3. Distance between axles
4. Axle load
5. Total width, height and weight of the vehicle
6. Saddle location
7. Centre of gravity
8. Rotating parts of equipment
9. Position of lifting lugs
10. Position of slings, if applicable

1. [1] GREENLIGHT means a procedure that includes planning the date of delivery of goods to the Buyer's warehouses, preliminary check of shipping documents for compliance with the terms and conditions of the relevant purchase order, visual examination to check for the presence of proper transport packaging and the capability of unloading goods in the warehouse upon their arrival at the respective checkpoint of the Buyer. [↑](#footnote-ref-1)