

## GENERAL TERMS AND CONDITIONS OF SALE OF GOODS

These General Terms and Conditions of Sale of Goods ("GTCS") apply to and form part of the contract of sale between the Seller and the Buyer. Any other terms and conditions (including without limitation any terms and conditions of the Buyer referred to in any purchase order or on any website or electronic platform) are expressly excluded and the Buyer irrevocably agrees to waive the application of its own terms and conditions.

In the event of any conflict between the Contract and these GTCS, the provisions of the Contract shall prevail.

The Seller reserves the right to revise these GTCS on an annual basis or as often as the Seller, in its sole discretion, deems necessary.

Any updates as well as the latest version of the GTCS made from time to time are available on the website (<https://www.eurochemgroup.com/about-us/uae-public-documents/>).

The version of these GTCS in force (being the earliest version) and duly published on the Seller's website at the time the Contract is entered into by the Seller and the Buyer shall be deemed the applicable terms. Any and all amendments or modifications to these GTCS will not apply to a Contract that has been concluded prior to the entry into force of such amendments or modifications, unless the Parties have agreed otherwise in writing.

### 1. DEFINITIONS:

**"Affiliate"** means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with the Party where "control" means the (i) direct or indirect ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares or interests of such entity or (ii) ability to direct the management or affairs of an entity, whether by contract or otherwise;

**"Alternative Currency"** and **"Alternative Currency Notice"** shall have meaning as they are defined in Clause 3.11 of these GTCS;

**"Business Day"** means any day other than a Saturday, Sunday or public holiday on which banks in the Seller's and/or Buyer's country or correspondent banks through which the Seller and/or Buyer make payments are generally open for business;

**"Buyer"** Buyer means a natural or legal person who orders Goods from the Seller and agrees to pay for the Goods in accordance with the terms of the Contract;

**"Conflict of Interest"** means a situation where (i) employees, officers and directors of the Party and/or any Relatives of these employees, officers and directors have direct or indirect shareholdings or similar interests equal to or greater than 10% (ten percent) in a share capital of the other Party or/and have family, friendship or other social connections with employees, officers and directors of such Party that could compromise any judgments, decisions, or actions in the workplace (jointly

referred to as Affected Persons), and/or (ii) the Affected Person(s) have direct or indirect business, financial, or beneficiary multiple interests in (or with) the Seller or the Buyer, and/or (iii) the Affected Person(s) actually exercise or are capable to materially influence the decision-making process of the employees, officers and directors of the Seller or the Buyer;

**"Contract"** means a legally binding agreement between the Parties in accordance with the GTCS relating to the sale of the Goods and in the form of: (1) the written sale and purchase agreement; or (2) the confirmed Sales Order; or (3) any other form of legally binding agreement between the Parties.

**"Delivery Period"** means a period of time specified in the Contract within which the Goods are to be delivered by the Seller to the Buyer;

**"Delivery Date"** means the date on which the Goods are deemed to have been delivered to the Buyer in accordance with the Contract and/or the date on which the delivery of the Goods has been completed and the Seller's obligation to deliver the Goods to the Buyer has been discharged in accordance with INCOTERMS 2020.

**"Goods"** means either raw material or finished product(s) to be delivered by the Seller to the Buyer in accordance with the Contract;

**"Hardship Event"** means that (i) the receipt of one or more payments payable under the Contract or/and (ii) the execution of one or more payments payable under the Contract in the good faith determination of the Seller, in its sole discretion:

- a) are hindered on account of any legal or regulatory reason or may result in violation of any applicable currency or other restrictions then in force and which in any event are beyond Seller's and/or Buyer's reasonable control; or
- b) are suspended, delayed or rejected by any bank, financial institution or other entity acting as a correspondent bank, settlement agent or intermediary as a result of compliance or purported compliance with any law or regulation then in force by such bank, financial institution or other entity.

**"Material Adverse Change"** means any event or circumstance which has occurred in relation to the Buyer or the actual provider of the Performance Assurance (as defined in Clause 3.10) and which, in the reasonable and good faith opinion of the Seller, has changed the financial condition, business, operations or net assets of the Buyer or the actual provider of the Performance Assurance which has materially affected the ability of the Buyer or the actual provider of the Performance Assurance to perform any of their respective obligations under the Contract and/or the agreement or instrument entered into in relation to the Performance Assurance,

including but not limited to the following events or circumstances:

- a) any previously provided Performance Assurance is due to expire or terminate within thirty (30) days prior to the satisfaction of all outstanding obligations of the Buyer under the Contract without the prior written consent of the Seller;
- b) if a party that has provided a Performance Assurance disaffirms, disclaims, revokes, repudiates or rejects, in whole or in part, any Performance Assurance it has provided, or disputes the validity of any Performance Assurance it has provided;
- c) if, in the reasonable and good faith opinion of the Seller, the ability of the Buyer to perform and comply with its obligations under the Contract or any agreement or instrument entered into with respect to the Contract is materially impaired;
- d) if the Buyer undergoes a change of control, consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganises, incorporates, reincorporates or reconstitutes into or as another entity, or another entity transfers all or substantially all its assets to, or reorganises, incorporates, reincorporates or reconstitutes into or as such party and, in the reasonable and good faith opinion of the Seller, the creditworthiness of the Buyer, or the resulting surviving transferee or successor entity is materially weaker than, as the case may be, those immediately prior to such action;
- e) any event, in the reasonable and good faith opinion of the Seller, adversely affecting assets, operations, business, condition (financial or otherwise), or prospects of the Buyer;
- f) lack of the Buyer's payment discipline under the Contract (late payment or non-payment regardless of whether consecutive or not, whether in relation to principal obligation or damages);
- g) any event, in the reasonable and good faith opinion of the Seller, adversely affecting the validity, legality or enforceability of the Contract or any agreement or instrument entered into with respect to the Contract;
- h) any event, in the reasonable and good faith opinion of the Seller, adversely affecting any right or remedy of the Seller under the Contract or any agreement or instrument entered into with respect to the Contract.

**"Party" or "Parties"** means the Seller or the Buyer under the Contract, separately or jointly;

**"Relative"** means an individual who is closely connected to an employee by blood or affinity, to include, for the avoidance of doubt, a spouse, any lineal descendant or ascendant (parents and children,

grandparents and grandchildren), any brothers or sisters, including without limitation any individual who is closely connected to either of them by virtue of marriage, adoption or in-law relation;

**"Relevant Requirements"** shall have meaning as it is defined in Clause 13.1 of these GTCS;

**"Sales Order"** means a sales/purchase order, subject to these GTCS, made by the Buyer to the Seller setting out the terms and conditions for the purchase and sale of the Goods;

**"Sanctions"** means restrictive and prohibitive measures in the trade and economic fields adopted by a Sanctions Authority with respect to other countries, groups of countries, natural persons or legal entities, with the intention of forcing them to change their business activities, usual courses of action, payment methods or other specific operations. Sanctions may be imposed in the form of a total or partial embargo on imports/exports, entry and visa restrictions, blocking and freezing of assets, prohibition of financial transactions with the countries and entities concerned, prohibition of services, including cross-border payments, and specific forms of assistance;

**"Sanctions Laws"** mean any economic, sectoral, financial or trade sanctions laws, regulations, embargoes adopted, administered, enacted or enforced by any Sanctions Authority;

**"Sanctions Authority"** means any relevant governmental or regulatory authority, institution or agency, international organisation or supranational body that administers applicable economic, sectoral, financial or trade sanctions of applicable jurisdictions, including, but not limited to:

- the United Nations,
- the United States of America,
- the European Union,
- the United Kingdom,
- Switzerland.

**"Sanctions Restricted Person"** means a person or an entity that is:

- (a) listed in any Sanctions Laws related list of designated persons maintained by any Governmental Authority;
- (b) directly or indirectly owned or controlled by any person or entity listed in paragraph (a) above;

**"Seller"** means the entity, designated as seller under the terms of the sale and purchase agreement with Buyer evidenced by the duly executed Contract;

**"Specification"** means the set of requirements, quality characteristics, including but not limited to the fraction, ingredients, formulae, packaging, labelling, etc., agreed between the Parties.

**"Taxes"** mean any and all taxes, fees, levies and duties imposed or assessed in respect of the Contract by any governmental authorities.

## 2. SALE OF GOODS

**2.1.** The Seller shall sell and deliver, and the Buyer shall accept and pay for, the agreed quantity of Goods, the description, specification, purpose and quantity of which shall be as set out in the Contract.

**2.2.** The Seller warrants that it has good and marketable title to the Goods and that the Goods are and remain free and clear of any encumbrance, equity, loan, pledge, charge and claim or security interest as of Delivery Date.

## 3. PRICE & PAYMENT

**3.1.** The price and terms of payment for the Goods shall be set out in the Contract.

**3.2.** The Buyer shall arrange timely payment of the Good's price to the Seller in freely available funds and in the currency as set out in the Contract without any deduction, withholding, counterclaims or set-off rights of whatsoever nature. The time of the payment for the Goods is of the essence.

**3.3.** The payment obligation of the Buyer shall be considered discharged at the date of crediting of the Seller's bank account for 100% (one hundred per cent) of the amount specified in the Seller's invoice.

**3.4.** If the Contract does not specify any terms of payment, the Buyer shall pay 100% of the amount specified in the Seller's invoice in advance within 5 (five) Business Days of the date of the Seller's invoice or within such other terms as are specified in the invoice. Payment shall be made to the Seller's bank account, specified in the Seller's invoice or to any other bank account specified in an Alternative Currency Notice or otherwise in writing.

**3.5.** If the Seller has not received payment of any sums payable under the Contract by the due date, then, in addition to and without prejudice to any other remedies available to the Seller under these GTCS, the Contract and under the applicable law, such sums shall accrue interest at a rate equivalent to the three (3) month SOFR interest rate that was applicable on the due date plus five per cent (5%) per annum for the period from the due date until the payment in full is actually received by the Seller.

**3.6.** Notwithstanding that the property in and title to the Goods may have passed to the Buyer, the Seller shall have the right to exercise, at its sole discretion, any of the following remedies in respect of unpaid Goods:

- a) to declare a lien on the Goods or a right to retain possession of the Goods (including any shipping documents evidencing title to the Goods);
- b) to postpone or delay preparation of the Goods for loading or the loading/unloading operations itself;
- c) to despatch the Goods in the quantity corresponding to the prepaid amount, received by the Seller, in which case the Buyer shall be solely liable and responsible for all claims, losses, damages including third party claims, in respect of shortfall in the quantity of Goods;

- d) to stop the transport of the Goods (including the right to use the vessel for storage at the port of discharge) or to redirect the vessel to an alternative destination in order to preserve the Goods and their value;

- e) to order the master of the vessel to discharge the Goods at the port of discharge to a person or representative of the Seller;

- f) to sell the Goods to any third party in accordance with applicable law.

**3.7.** Payment shall be in accordance with the payment terms set out in the Contract, Alternative Currency Notice or otherwise agreed by the Parties in writing. All banking charges imposed or levied by the bank making the payment, including charges of the correspondent bank, shall be for the account of the Buyer and all banking charges imposed or levied by the bank receiving the payment (if any) shall be for the account of the Seller.

**3.8.** Unless otherwise stated in the Contract, the Seller shall pay all taxes, duties and other charges levied on the Goods which arise prior to the delivery of the Goods to the Buyer and the Buyer shall pay all taxes, duties and other charges levied on the Goods which arise after delivery of the Goods to the Buyer or imposed on the importer in accordance with applicable law.

**3.9.** If a Material Adverse Change occurs with respect to the Buyer which, in the reasonable opinion of the Seller, is or is reasonably likely to be materially adverse to the business, assets or financial condition of the Buyer, the Seller is entitled:

- a) to make a written request for Performance Assurance of the Buyer's ability to perform its obligations under the Contract. If the Buyer fails to provide Performance Assurance of its ability to perform its obligations under the Contract to the Seller on or before the expiration of the 3<sup>rd</sup> Business Day after a written request for such Performance Assurance is made by the Seller, then the Seller may suspend performance of its obligations under the Contract till the Performance Assurance is provided the latest of 15 (fifteen) Business Days of the request made failing which the Seller shall have a right (but not the obligation) to terminate the Contract or cancel any shipment of Goods by giving to the Buyer notice in writing having immediate effect upon receipt; or
- b) to make unilaterally (acting reasonably) a fair and reasonable adjustment to the Contract's payment terms as is satisfactory to the Seller by giving to the Buyer notice in writing having immediate effect upon receipt; or
- c) if a Material Adverse Change is continuing and the Buyer cannot remedy its effects within reasonable time period stipulated by the Seller in writing, the Seller shall have a right to terminate the Contract or cancel any shipment of



Goods by giving to the Buyer notice in writing having immediate effect upon receipt.

**3.10.** "Performance Assurance" shall include:

- a) Letter of Credit;
- b) cash in US\$ or its equivalent in AED, EUR, CNY, JPY, CHF or any other eligible currency;
- c) other security (including a bank or parent guarantee);
- d) combination of (a), (b) and (c).

provided that each from (a) to (c), in a form, amount and from an entity which is reasonably acceptable to the Seller.

No actions taken by the Seller under this Clause (nor any failure of the Seller to act under this Clause) constitute a waiver by the Seller of any of its rights to enforce Buyer's obligations under the Contract including, but not limited to the obligation of the Buyer to make payments as required under the Contract.

**3.11.** All payments under the Contract (whether made as a payment for the Goods delivered in accordance with the Contract, as an indemnity, reimbursement of damages, or otherwise) shall be executed in the currency specified in the Contract (the "Base Currency"), except as provided immediately below.

Should payment of any amount payable under the Contract cannot be executed in the Base Currency due to the Hardship Event, the Seller for the sake of due performance of payment obligations under the Contract, shall have the right to convert the Base Currency into the Alternative Currency as defined herein. Exercising its right the Seller shall notify the Buyer by way of written notice (the "Alternative Currency Notice") to contain the following information:

- a) details of relevant payment obligation of the Buyer including the details of affected invoices;
- b) the Alternative Currency it is proposing to use (AED, CNY, EUR, JPY, CHF or any other currency);
- c) the exchange rate to be used for the purpose of conversion of the sums due under the Contract from the Base Currency into the Alternative Currency; and
- d) the relevant new bank details of the Seller for receiving payments in the relevant Alternative Currency (if applicable) and requesting the same from the Buyer (if applicable).

**3.12.** Unless otherwise agreed by the Parties, upon receipt of the Alternative Currency Notice, the Buyer shall effect accordingly the payments in the Alternative Currency as per the official exchange rate published by the relevant Central Bank to which such Alternative Currency relates, effective on the date of payment. The date of the payment order shall be considered the date of payment. All relevant invoices shall, from the date the Alternative Currency Notice is effective, be payable in an Alternative Currency, and using details of the bank account of payee for payments in the relevant Alternative Currency. For the avoidance of doubt, the Alternative Currency Notice is subject to the Buyer's agreement and

confirmation, which shall not be unreasonably withheld. The Buyer shall be liable for and shall indemnify the Seller for any damages incurred by the Seller due to the refusal to accept an Alternative Currency Notice and the refusal to make payment in an Alternative Currency without a legitimate reason.

#### **4. RISK OF LOSS AND TITLE**

**4.1.** Unless the Contract provides otherwise, the title to the Goods and the risk of loss or damage to the Goods shall pass from the Seller to the Buyer on delivery in accordance with the relevant INCOTERMS 2020 delivery basis.

**4.2.** The date of delivery shall be the date of the bill of lading, the date of the calendar stamp of the railway station in the railway bill, the date of the consignment note or the date of any other document confirming the delivery of the Goods as per the relevant INCOTERMS (2020) basis.

#### **5. DELIVERY TERMS**

**5.1.** Delivery of the Goods shall be effected in accordance with the terms of the Contract and/or the terms of INCOTERMS 2020 (ICC Pub. No. 723ER). In the event of any inconsistency between the terms of the INCOTERMS 2020 and the terms of the Contract, the terms of the Contract shall prevail.

**5.2.** The total quantity of the Goods to be delivered under this Contract shall be subject to a measurement technical tolerance. Unless otherwise expressly stipulated in this Contract, the applicable tolerance shall be  $\pm 0.5\%$  of the contracted quantity.

The Seller shall not be held liable for any discrepancy in the quantity of the Goods delivered, provided such discrepancy remains within the aforesaid tolerance.

Specifically:

- a) If the shortfall in delivered quantity is equal to or less than 0.5% of the total delivered quantity, the Buyer shall not be entitled to claim any damages whatsoever;
- b) Should the quantity deviation exceed 0.5%, the Seller's liability shall be limited solely to the undelivered quantity exceeding this 0.5% threshold.

**5.3.** For the avoidance of doubt, any quantity delivered within the  $\pm 0.5\%$  tolerance range shall be deemed to fully comply with the Contract terms and shall be accepted and paid for by the Buyer as if delivered in the exact contracted amount. Unless otherwise agreed in the Contract, a delay in delivery or the delivery of a non-conforming consignment, where delivery is made by instalments, shall not entitle the Buyer to reject or cancel any or all of the other instalments (consignments).

**5.4.** The Buyer shall submit to the Seller a claim concerning any non-conformity of the Goods, non-delivery of the Goods or late delivery of the Goods (or complex claim), accompanied by all relevant supporting documentation, within 60 (sixty) calendar days from the Delivery Date. If for any reason the Buyer fails to make a claim within the above time limit, such claim shall, subject to applicable law, be automatically barred and void and the Seller shall have no liability or responsibility whatsoever to the Buyer (its officers,

agents, employees and sub-contractors) in respect of such claim.

**5.5.** The Buyer's obligation to take delivery of the Goods is a material obligation under the Contract and the time for taking delivery is always of the essence. If the Buyer fails to take delivery of the Goods or any part of them within the agreed Delivery Period and/or fails to give any instructions, documents, licences, consents or authorisations required to enable the Goods to be shipped and/or delivered to the Buyer in accordance with the Contract, the Seller shall have the right (but not the obligation) to do any of the following:

- a) if payment for the Goods has been made in full by the Buyer, store the Goods or arrange for the storage of the Goods (including any additional insurance of the Goods) against payment by the Buyer of all such storage costs and expenses as notified to the Buyer in advance. The risk of loss of or damage to the Goods shall then pass to the Buyer on the last day of the agreed Delivery Period.
- b) if the Buyer has not paid the price of the Goods or has paid only part of the price of the Goods, to suspend the delivery of the Goods or to resell the Goods on the market at the Seller's sole discretion. The Seller shall be entitled to recover damages and shall be entitled to set off any money paid by the Buyer for the Goods against the Seller's claim for damages.

**5.6.** At the Seller's request, the Buyer shall provide the Seller with clear and legible copies of the documents confirming the export of the Goods for the purpose of applying the zero rate of VAT in accordance with the applicable tax legislation of the Russian Federation. The Buyer shall send the said documents to the Seller either by express mail service (such as DHL or similar) or by e-mail, and this shall be done no later than 45 (forty-five) calendar days from the date of the Seller's request.

**5.7.** If the Buyer fails to provide the documents confirming the export of the Goods within the time limit set forth in clause 5.6 above, and as a result the Seller, the Seller's supplier or the manufacturer of the Goods is unable to apply the zero rate of VAT, the Buyer shall be obliged to:

- reimburse the Seller for the amount of VAT calculated at the rate applicable at that time on the value of the Goods;
- compensate the Seller for any related losses.

If the Buyer subsequently provides the documents entitling to the application of the zero rate of VAT, the Seller shall refund to the Buyer the amount paid as VAT compensation, less any fines actually paid and any penalties imposed by the Russian tax and/or customs authorities, provided that such expenses are duly documented.

## **6. MODES OF TRANSPORTATION**

**6.1.** If the Goods are to be delivered to the Buyer by means of water transport, where the shipping terms are not set out in the Contract, the relevant agreed fixture

recap, contract of affreightment (charterparty) and accepted vessel nomination shall apply (where applicable).

**6.2.** If the Goods are to be delivered by rail (or other means of land transport), the Buyer shall provide the Seller reasonably in advance with such detailed instructions, documents and information as may reasonably be required to ensure the timely loading, unloading, handling of the Goods, the proper execution of transport documents, customs declarations and the expeditious turnover of the means of transport.

**6.3.** If the Buyer fails to provide the aforementioned instructions or if the instructions provided are incomplete or contain false or inaccurate information, the Seller shall not be liable for any breach of its contractual obligations and the Buyer shall be liable to the Seller for any damages incurred.

**6.4.** The Party providing the means of transport shall be responsible for the timely arrival and departure of such means of transport and shall ensure that they are suitable for the transport of the Goods and in good technical condition, free from residues of previously transported cargo.

**6.5.** Unless agreed otherwise, when the Goods are to be delivered to the Buyer on the Seller's railway rolling stock, the Buyer shall ensure the unloading of the rolling stock from within 2 (two) days the moment of arrival of the loaded rolling stock at the station of destination to the moment of acceptance of the rolling stock in an empty condition for transport.

**6.6.** The Buyer is obliged to reimburse the Seller the amount of the fine imposed by the lessor or owner of the rolling stock for excessive downtime of the Seller's rolling stock beyond the unloading period specified in Clause 6.5, as well as any other costs actually incurred in connection with the downtime of the rolling stock, within 10 Business Days of submitting the invoice and supporting documents.

**6.7.** In the event of loss of or damage to the railway rolling stock after it has been placed at the disposal of the Buyer and before it has been unloaded and dispatched, the Buyer shall reimburse the Seller for the cost of the lost railway rolling stock or any documented expenses incurred by the Seller in connection with the restoration and equipping of the railway rolling stock (including transport to and from the place of repair).

## **7. WARRANTY OF QUALITY**

**7.1.** Each shipment of Goods shall comply with the Specifications and description set out in the Contract.

**7.2.** Unless otherwise agreed in the Contract, the Seller expressly waives all conditions, warranties or representations as to the quality, condition, merchantability, suitability or fitness for any purpose of the Goods, whether express or implied and whether by law or in any oral or written statement made by or on behalf of the Seller to the Buyer, to the extent permitted by applicable law.

## **8. QUALITY DETERMINATION AND REJECTION**

**8.1.** The Seller shall, at its own expense, arrange for each shipment of the Goods to be sampled and analysed in accordance with the method of sampling and analysis

specified in the Contract (or, if no method of analysis is specified in the Contract, in accordance with the customary method used in the industry) to be carried out by the surveyor appointed by the Seller (the Seller's Surveyor). As soon as the final quality results are available, the Seller shall make a quality certificate available to the Buyer. The results of the analysis stated in the certificate of quality issued by the Seller's Surveyor shall be final and binding on both the Seller and the Buyer, unless disputed in the order specified in Clause 8.3 of these GTCS. Whenever the samples are to be taken for the purpose of analysing the quality characteristics of the Goods, the Seller and/or the Buyer shall ensure that an umpire's sample is taken, clearly labelled and retained for a period of not less than sixty (60) days from the date of sampling.

**8.2.** The Buyer may, at its own expense, appoint a surveyor (Buyer's Surveyor) to determine the quality of the Goods and their compliance with the Specification. The Buyer's Surveyor's analysis shall be carried out by sampling the Goods at any time before the risk of loss or damage to the Goods passes to the Buyer.

**8.3.** If the quality results obtained by the Buyer's Surveyor differ from the results obtained by the Seller's Surveyor to such an extent that they exceed the relevant quality tolerances agreed in the Specification, the Buyer shall have the right to dispute the results of the analysis obtained by the Seller's Surveyor by calling for a sample test of the Seller's Surveyor by the independent surveyor (Umpire Surveyor) mutually agreed in writing between the Parties. The Buyer shall specify the disputed parameter(s) which the Umpire Surveyor shall analyse and in relation to which he shall issue an umpire certificate of quality.

**8.4.** If the results of the Umpire Surveyor confirm the analysis of the Seller's Surveyor, the certificate of the Seller's Surveyor shall become final and binding on the Parties and the Buyer shall bear all costs and expenses relating to the appointment of the Umpire Surveyor, sampling and analysis. If the results of the Umpire Surveyor confirm the analysis of the Buyer's Surveyor, the certificate of the Buyer's Surveyor shall become final and binding on the Parties only in respect of the parameters disputed by the Buyer, without prejudice to the remainder of the certificate of the Seller's Surveyor, and the Seller shall bear all costs and expenses relating to the appointment of the Umpire Surveyor, sampling and analysis.

**8.5.** Provided that the quality characteristics of the Goods which are the subject of final and binding results determined in accordance with Clause 8.4 hereof do not provide for rejection limits (if any), the Buyer's sole and exclusive remedy in respect of the Seller's failure to deliver Goods in accordance with the Specification shall be an adjustment of the price of the Goods to be mutually agreed between the Parties and, if no agreement is reached, to be determined in accordance with the dispute resolution procedure set out in these GTCS.

**8.6.** If the quality characteristics of the Goods, which are subject to final and binding results determined in accordance with Clause 8.4, exceed the rejection limits (if any) as provided in the Specification, the Goods shall become non-conforming Goods (the "Non-Conforming

Goods") and the Buyer shall be entitled, subject to the provisions of Clauses 8.7 and 8.8 of these GTCS, to reject the Non-Conforming Goods by giving notice in writing to the Seller (the "Rejection Notice").

**8.7.** With respect to the foregoing, the Buyer's right to reject the Goods hereunder shall be deemed to have been automatically forfeited in the event (including without limitation) of:

- a) the Non-conforming Goods have become fully or partially mixed up with another product or other materials or fully or partially consumed after being discharged from the relevant means of transport;
- b) the Non-conforming Goods were discharged from the relevant means of transport or/and passed all applicable import formalities in the country of destination after issuance by the Buyer the Rejection Notice, without prior approval with the Seller;
- c) the Non-conforming Goods have been re-sold by the Buyer after issuance by the Buyer the Rejection Notice to the Seller.

**8.8.** If the Buyer chooses not to appoint a surveyor to check the quality of the Goods, it shall be deemed that the Buyer has waived its right to carry out a quality analysis, and the Buyer shall be deemed to have unconditionally accepted the certificate of quality issued by the Seller's Surveyor (or any other Seller's document, confirming quality characteristics) and to have accepted the Goods accordingly.

## **9. PRODUCT SAFETY**

**9.1.** The Buyer acknowledges that the Goods may be hazardous if so stated in the Product's Material Safety Data Sheet (MSDS) and that it is familiar with and will take all necessary steps to inform, warn and familiarise its employees, agents, customers and contractors who may handle the Goods of all hazards and proper procedures for the safe use of the Goods and the containers or equipment in which the Goods may be handled, shipped or stored.

## **10. LIMITATION OF LIABILITY**

**10.1.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCES WHATSOEVER AND HOWSOEVER ARISING (IN OR FOR BREACH OF CONTRACT, AS A TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOSS OF INCOMES, LOSS OF PROFITS, DATA, GOODWILL, OR BUSINESS REPUTATION OR OPPORTUNITY, LOSS OF ANTICIPATED EARNINGS, LOSS OF DATA OR INFORMATION FOR ANY MATTER RELATING TO THE CONTRACT AND WHETHER OR NOT SUCH LOSS WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES.



**10.2.** To the fullest extent permitted by applicable law, nothing in the Contract or these GTCS shall limit or exclude liability for (i) gross negligence; (ii) willful misconduct; (iii) fraud (including negligent or fraudulent misrepresentation); (iv) death or personal injury; or (v) any other liability which, by operation of law, may not be excluded or waived by agreement or conduct.

**10.3.** If, for any reason whatsoever Clause 10.1 does not apply; or in circumstances where the Seller has not effectively excluded liability to the Buyer under or in connection with the Contract, Seller's aggregate liability to the Buyer, in connection with the Goods or in connection with the Seller's obligations under the Contract, shall be limited to the price payable or actually paid by the Buyer for the Goods to which such claim, demand, loss, injury, damage or expenses relates.

## **11. TERMINATION**

**11.1.** Either of the Parties shall be entitled, without prejudice to any other right or remedy available to it under the GTCS or under applicable law, to terminate the Contract upon written notice with immediate effect to the other Party, if:

- a) the Party commits a breach of any of the material terms and conditions of the Contract and, after the expiry of any applicable grace period, such breach has not been remedied or made good;
- b) any distress, execution, adverse event or other process is occurred or levied upon all or material part of the assets of the Party and such action would, in the reasonable opinion of the other Party, make it impossible for such Party to perform its obligations under the Contract;
- c) the Party has a statutory demand served on him, bankruptcy petition presented against him, or he makes an arrangement or composition with his creditors, or applies to the court for an administrative order, or (being a body corporate) enters into liquidation (whether voluntary or compulsory) (except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation) or has a receiver and/or manager, administrator or administrative receiver appointed of its assets, undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Party or for the granting of an administration order or the appointment of an administrator in respect of the Party, or any proceedings are commenced relating to the insolvency or possible insolvency of the Party or the Party has a statutory demand served on it or makes an arrangement or composition with its creditors;
- d) the Party fails to provide a Performance Assurance in accordance with Clause 3.9 or Performance Assurance provider fails to satisfy, perform or comply with any obligation in accordance with the Performance Assurance and such failure is not remedied within the applicable grace period;

- e) any representation or warranty made by the Party under the Contract proves to be untrue or misleading in any material respect.

**11.2.** Termination of the Contract for any reason, shall be without prejudice to the rights and obligations of the Parties accrued prior to termination. For the avoidance of doubt, any monies outstanding at the time of termination shall be repaid no later than 10 (ten) Business Days from the date of termination.

## **12. REPRESENTATIONS AND WARRANTIES**

**12.1.** Each Party represents and warrants that:

- a) it has all requisite power and authority, and has taken all necessary corporate action, to enable it to enter into and perform the Contract;
- b) its obligations under the Contract shall, when executed, constitute legal, valid, and binding obligations enforceable in accordance with the terms of the Contract;
- c) it does not require the consent, approval or authority of any other person or corporate body to enter into or perform its obligations under the Contract or if such approval or consent are required it has timely obtained same in full compliance with its internal rules and regulations and applicable law;
- d) its entry into and performance of its obligations under the Contract will not constitute any breach of or default under any Sanctions Laws, contractual, governmental or public obligation binding on it;
- e) it is not engaged in any litigation or arbitration proceedings which might affect its capacity or ability to perform its obligations under the Contract and to the best of its knowledge no such legal or arbitration proceedings have been threatened or are pending against it;
- f) it has obtained all licences, authorisations and permits (where applicable) to enter into and/or perform the Contract.
- g) it has no Conflict of Interest with the other Party;

**12.2.** The Buyer represents and warrants to the Seller that:

- a) the Goods and any substance or mixture containing the Goods will be used only for the agreed purpose, which in any event must be lawful, and, if resold or supplied to another customer, such sale or supply will be made on the basis of a similar declaration of purpose and in compliance with any restrictions imposed by applicable law;

- b) it has carried out appropriate due diligence and is satisfied that the Seller is not a Sanctions Restricted Person;
- c) it has obtained confirmation from its servicing bank that the transactions under the Contract are in accordance with the bank's regulations and will be executed without hindrance.

**12.3.** Each of the foregoing representations and warranties is made on the date of the Contract and is deemed to be repeated on the date of each shipment and date of each payment.

**12.4.** A breach of this Clause 12 shall be deemed a material breach of the Contract.

### **13. ANTI-BRIBERY AND/OR ANTI-CORRUPTION MEASURES**

**13.1.** The Parties shall:

- a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "**Relevant Requirements**");
- b) not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements;
- c) have and shall maintain in place throughout the term of the Contract its own policies and procedures, including, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- d) promptly report to each other any request or demand for any undue financial or other advantage of any kind received in connection with the performance of the Contract; and
- e) ensure that any person who is performing any services or providing Goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed in this Clause 13.

**13.2.** If either Party reasonably suspects that the other Party is, or may be, in breach of any of the provisions of this Clause 13, it shall give the other Party written notice of such breach, indicating the facts and/or documents discovered. Upon giving notice of such breach, the non-breaching Party shall have the right to suspend performance of all or any part of its obligations under the Contract affected by such breach and such suspension of performance shall continue until confirmation of non-breach is received from the breaching Party. Such confirmation shall contain proof of the absence of the breach and shall be sent within 10 (ten) working days of the date on which the notice of breach was sent by the Party not in default.

**13.3.** In the event that the Party, acting in good faith, has ascertained the fact(s) of the other Party's breach(es) of the obligations under this Clause 13 by any

reliable means or evidence and has not received the confirmation of non-breach within the terms set out herein, the non-breaching Party shall have the right, acting in good faith and in a commercially reasonable manner, to unilaterally terminate the Contract by giving written notice of termination of the Contract.

**13.4.** A breach of Clause 13 shall be deemed as material breach of the Contract.

### **14. CONFLICT OF INTEREST**

**14.1.** The Parties undertake not to create any Conflict of Interest and shall immediately notify each other in writing if any actual or potential Conflict of Interest may or have occurred.

**14.2.** A breach of this Clause 14 shall be deemed a material breach of the Contract.

### **15. COMPLIANCE WITH SANCTIONS LAWS**

**15.1.** The Parties hereby represents and warrants that they are in full compliance with all applicable Sanctions Laws and shall maintain such compliance throughout the term of this Contract.

**15.2.** Notwithstanding any provision to the contrary in the Contract neither Party shall be obliged to perform any obligation under this Contract if such performance would:

- violate any Sanctions Laws applicable to and binding on such Party;
- be inconsistent with any Sanctions Laws applicable to and binding on such Party; or
- expose such Party to any punitive measures, penalties, or other adverse consequences under Sanctions Laws.

**15.3.** Where any performance by a Party would be in violation of, inconsistent with, or expose such Party to Sanctions under, the Sanctions Laws applicable to and binding on such Party, such Party (the "Affected Party") shall, as soon as reasonably practicable give written notice to the other Party of its inability to perform (and in any event within three (3) Business Days of becoming aware of the impediment). Once such notice has been given, the Affected Party shall be entitled:

- a) to suspend the affected obligation(s) (whether payment or performance) until such time as the Affected Party may lawfully discharge such obligation; and/or
- b) to a full release from the affected obligation (where the inability to discharge the obligation continues (or is reasonably expected to continue) until the end of the contractual time for discharge thereof), provided that where the relevant obligation relates to payment for Goods which have already been delivered, the affected payment obligation shall remain suspended (without prejudice to the accrual of any interest on an outstanding payment amount) until such time as the Affected Party may lawfully resume payment; and/or
- c) terminate the Contract without liability; or



- d) change the currency of the Contract to a currency, with the applicable currency conversion rate to be agreed by the Parties.

**15.4.** The Seller shall have the right at any time to reject or withdraw acceptance of any vessel nomination (applicable to shipments on FOB basis) if acceptance of such nomination would place the Seller or its affiliates in a position of non-compliance or violation of any Sanctions Laws and to claim damages from the Buyer. Irrespective of the Seller's acceptance of the said nomination, the Buyer shall indemnify the Seller in full against any damage or adverse effect (including but not limited to refusal of or suspension of payment and/or banking transactions) suffered by the Seller as a result of the Buyer's failure to comply with the Sanctions Laws and nomination (or where applicable, use for shipment) of the vessel under Sanctions or if the owner of the vessel is under Sanctions (or the intermediate owner of the vessel in the chain of chartering of the vessel).

**15.5.** Each Party shall upon request promptly provide the other Party with all documents and information required to comply with applicable know-your-customer (KYC), sanctions, anti-money laundering (AML), tax transparency or similar regulatory and compliance requirements.

## 16. DATA PROTECTION

**16.1.** The performance of the Contract requires the processing of certain personal data and such data shall not be disclosed for any purpose other than the performance of the Contract and shall be retained only for as long as necessary to achieve the purpose of the Contract and as required by applicable laws and regulations. Personal data shall be protected by appropriate technical and organisational measures against unauthorised or unlawful disclosure or processing and against accidental loss, destruction or damage. The Parties shall notify each other and any applicable regulatory authority, where required by applicable law, of any unauthorised or unlawful disclosure or processing or accidental loss, destruction or damage as soon as reasonably practicable, retaining all evidence of the actual or potential breach of personal data.

## 17. FORCE MAJEURE

**17.1.** Force Majeure Event means any event or circumstance, the occurrence and the effect of which the Party affected thereby is unable to prevent and avoid notwithstanding the exercise of reasonable foresight, diligence and care on the part of that Party. Without prejudice to the generality of the foregoing, the following shall be regarded as a Force Majeure Event:

- a) any act of God, explosion, flood, lightning, tempest, fire or accident;
- b) war, hostilities (whether war was declared or not), invasion, act of foreign enemy, terrorist acts or related violent incidents recognized as such under applicable national or international law;

- c) rebellion, revolution, insurrection, military or usurped power or civil war;
- d) riot, civil commotion or disorder, sabotage or piracy, requisition;
- e) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- f) import or export restrictions or embargoes;
- g) epidemics, pandemics, quarantines, or similar public health emergency (whether of local nature or globally) as well as resulted from such circumstances shortage of workforce and/or production or inventory difficulties and/or administrative or legal restrictions, controls or other measures imposed by any public authority and/or the prohibition or restriction of working practices, transportation or delivery;
- h) industrial strikes, lock-outs or other industrial actions or trade disputes.

A Force Majeure Event affecting the manufacturer of the Goods shall be deemed and acknowledged to be a Force Majeure Event of the Seller.

**17.2.** Neither Party shall be liable to the other Party or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of its obligations (other than its obligations to pay for the Goods supplied) if the delay or failure is due to a Force Majeure Event, provided that:

- a) the affected Party shall, as soon as reasonably possible, serve on the other party written notice thereof specifying the particulars of the Force Majeure Event and the estimated period during which the affected Party is unable to perform and discharge its obligations and where reasonably practicable continues to furnish regular reports (at least once a week) with respect thereto during the period of Force Majeure Event; and
- b) the affected Party will, within reasonable time, supply the other Party with certificate or official statement of the competent body to evidence the fact or the presence of Force Majeure Event at the place of its occurrence or the residency of the affected Party; and
- c) no obligations of either Party that arose before the Force Majeure Event causing the suspension of performance are excused as a result of the Force Majeure Event; and
- d) the affected Party shall take all reasonably steps within its power to mitigate the duration and effect of the Force Majeure Event on the affected Party.

**17.3.** If, as a result of the Force Majeure Event, the affected Party is unable, in whole or in part, to perform its obligations under the Contract for a continuous period of not less than sixty (60) days, either Party may terminate the Contract by notice in writing, without any liability to the other Party, provided that the termination of the Contract under this Clause shall not affect the rights and obligations of the Parties which have accrued prior to such termination.

## **18. DISPUTE RESOLUTION**

**18.1.** Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be three.

The seat of arbitration shall be Dubai (DIFC).

The language to be used in the arbitration shall be English.

**18.2.** Notwithstanding the foregoing, the arbitrators referred to as in Clause 18.1 shall be entitled to grant and issue and the respective Party has the right to seek interim protective or conservatory measures, before or during the pendency of any arbitration proceeding, in order to protect its interests in connection with the arbitration, including from pursuing arrest, attachment and/or other conservatory, interlocutory or interim actions in any court or exercising any contractual rights in relation to the Goods.

**18.3.** The award or judgment of the arbitration shall be final and binding upon both Parties and may be enforced in other jurisdictions by suit on the award or judgment or in any other manner provided by law.

**18.4.** To the extent that the Buyer has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment in aid of execution, attachment prior to judgment, execution or otherwise) with respect to itself or its property, the Buyer hereby irrevocably waives such immunity in respect of its obligations under the Contract.

## **19. GOVERNING LAW**

**19.1.** These GTCS and the Contract shall be governed by and construed in accordance with the laws of England and Wales without reference to its conflict of law rules.

**19.2.** The provisions of the United Nations Convention on Contracts for the International Sale of Goods (April 1980) and The Contracts (Rights of Third Parties) Act of 1999 are expressly excluded from application to the terms and conditions of the Contract and all implied representations and warranties provided for therein are likewise excluded.

## **20. NOTICES**

**20.1.** Any notice permitted or required to be given under the Contract shall be in writing and, unless otherwise stated, may be delivered personally or by courier or e-mail to the respective addresses set out in the Contract. Any such notice shall be deemed to have been duly served on the Party when:

a) delivered personally at the time of delivery;

b) sent by courier, upon receipt as evidenced by a delivery receipt from the courier;

c) sent by e-mail - upon receipt if sent during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next Business Day.

**20.2.** The address for notices specified in the Contract may be changed by either Party by written notice to the other Party given at least fifteen (15) days prior to the effective date of such change.

**20.3.** Any notice given under or in connection with the Contract shall be in the English language or shall be accompanied by a translation into the English language.

## **21. ELECTRONIC SIGNATURE**

**21.1.** For the purpose of this Clause "Electronic Signature" shall mean data in electronic form which is attached to or logically associated with other data in electronic form and which is used by a signatory to sign and includes, without limitation, typing a name into a Contract, inserting a signature (in the form of an image) into a Contract or using a web-based electronic signature platform to generate an electronic representation of a handwritten signature or a digital signature using public key encryption technology.

**21.2.** The Parties agree that the Contract, and any documents to be signed in connection herewith, may be electronically signed and the use by a Party of an Electronic Signature shall, for the purposes of validity, enforceability and admissibility, be conclusive evidence of that Party's intention to be legally bound as if such signature had been written by hand.

**21.3.** In the event that an Electronic Signature is, for any reason whatsoever, not recognised by any relevant person, entity or authority in any applicable jurisdiction, each Party undertakes, upon request, to promptly provide a handwritten signature on any relevant document.

**21.4.** The Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. A counterpart bearing an Electronic Signature shall satisfy the requirements of this Clause.

## **22. MISCELLANEOUS**

**22.1.** Except for the assignment of the Contract (in whole or in part) by the Seller to companies in the Seller's group, neither Party shall assign the Contract in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld or delayed, and the requesting Party shall be deemed to have received consent if the other Party does not respond within 10 (ten) Business Days of receiving the relevant request.

**22.2.** Notwithstanding the foregoing, Buyer may, upon prior written notice to Seller, designate any Affiliate as its nominee to receive the Goods or assign all of its right,

title and interest in and to the Contract to any Affiliate of Buyer by giving prior written notice to Seller not later than five (5) Business Days before the intended designation or assignment; provided, however, that (a) such Affiliate shall remain an Affiliate of Buyer, (b) Buyer shall not be relieved of any of its liabilities and obligations under the Contract by reason of such designation or assignment, (c) such designation or assignment shall not be effective until Buyer has delivered to Seller a fully executed copy of such designation or assignment and assumption instrument, (i) providing that Buyer and such designee or assignee shall be jointly and severally liable for all of Buyer's liabilities and obligations under the Contract, (ii) containing a representation and warranty in favour of Seller that all of Buyer's representations and warranties in the Contract are true and correct as to such designee or assignee at the time of such designation or assignment and will remain true and correct during the term of the Contract, and (iii) otherwise in form and substance satisfactory to Seller.

**22.3.** If any provision or part of a provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed amended to the minimum extent necessary in accordance with applicable law to make it valid, legal and enforceable. If such modification is not possible, such provision or part of a provision shall be deemed deleted. The modification or deletion of any provision or part of a provision of the Contract shall not affect the validity and enforceability of the remainder of the Contract.

**22.4.** The Contract, when executed by both Parties, represents and contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications, agreements, understandings, inducements, warranties, representations and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof shall

control and supersede any course of dealing and/or trade usage inconsistent with any of the terms hereof. The Parties acknowledge that in entering into the Contract they are not relying on any communication not expressly set out in the Contract.

**22.5.** The failure of either Party to exercise any right or remedy under the Contract or applicable law shall not be construed as a waiver of any right or remedy which it may have unless expressly provided in the Contract. Any waiver must be in writing.

**22.6.** The Contract, including all appendices, amendments and supplements thereto, and all information obtained by the Parties during the performance of the Contract shall be private and confidential to the Parties and shall not be disclosed by either Party to any third party without the written consent of the other Party, which consent shall not be unreasonably withheld. This restriction shall not apply to the extent that such information is required to be disclosed to the Parties' professional advisers, auditors, employees, banks, Seller's affiliates, subcontractors (each a "Receiving Party"), provided that the Receiving Party provided that such Receiving Party is bound by written confidentiality obligations at least as protective as those set forth herein. Notwithstanding the foregoing, the Parties may at any time disclose the Information received to any court, competent governmental authority or person to whom the Parties may from time to time be required to disclose information under any applicable law. The obligations of confidentiality shall survive the termination, cancellation, or expiry of this Contract for a period of three (3) years.

**22.7.** The obligations of the Parties under the Contract which, by their nature or by express statement in these GTCS, shall survive the termination, cancellation or expiry of the Contract and, where expressly stated in these GTCS, shall survive such termination, cancellation or expiry, however arising.