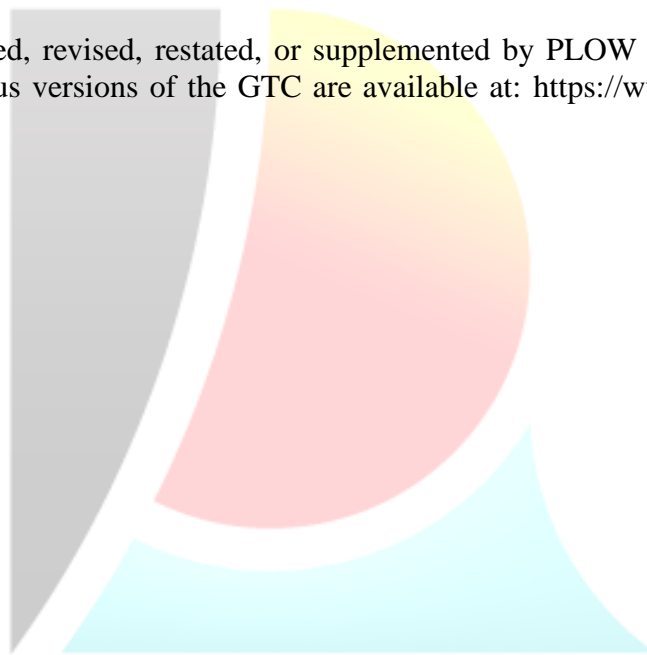


**General Terms and Conditions (applied to sales contracts (if the contract provides reference to General Terms and Conditions) of PLOW Pte. Ltd, PLOW Trading (Hainan) Co. Ltd and PLOW GmbH (collectively referred to hereinafter as the PLOW GROUP) (the “GTC”))**

These General Terms and Conditions for Sales of Goods (hereinafter referred to as the “GTC”) as from September 4, 2023, shall govern and be incorporated into every Contract made between the Seller and the Buyer, including in circumstances where a Contract is made in any form without reference to any conditions for sale or purchase. In the event of a conflict between the terms of the Contract and these General Terms and Conditions for Sales of Goods, the Contract shall prevail.

The GTC may be amended, revised, restated, or supplemented by PLOW PTE LTD from time to time. The last and previous versions of the GTC are available at: <https://www.plow.group/general-terms-and-conditions>



**PLOW**

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## 1. TERMS, USAGE OF TERMS AND DEFINITIONS

1.1. The following terms when used in the GTC with initial capital letters shall have the respective meanings as defined below:

1.1.1. **"Anti-Corruption Laws"** shall mean all applicable anti-bribery or anti-money laundering legislation of any government, international or supranational organization, including without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, the U.K. Anti-Terrorism, Crime, and Security Act 2001, the Money Laundering Regulation 2007 and the Proceeds of Crime Act 2002, the Terrorism Act 2006 and the applicable country legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or such other relevant laws of any other country in which business will be conducted (as the case may be);

1.1.2. **"Buyer's Instructions to Seller (BIS)"** shall mean Buyer's instruction to Seller provided by the Buyer in accordance with the Seller's standard format. BIS shall include without limitation (a) details of all primary and transportation documentation required by Buyer; (b) the Place of delivery & Port of discharge, with instructions to enable the Carrier to prepare and submit the necessary information to the customs authorities; and (c) details of any other documents and information requested by Seller.

1.1.3. **"Business Day" (or "Banking Day")** shall mean any day other than Saturday, Sunday, or any public holiday on which banks in Singapore are open for business.

1.1.4. **"Confidential Information"** shall have the meaning set forth in Article 21 of the GTC;

1.1.5. **"Counterparts"** If the Contract is executed in counterparts, each shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties hereby acknowledge and agree that the Contract has been prepared jointly and no rule of strict construction shall be applied against either Party;

1.1.6. **"Contract"** shall mean any contractual arrangement (whether oral, in writing, electronic or otherwise) relating to the supply of the Goods to the Buyer by the Seller, including, without limitation, Spot Contracts and Term Contracts;

1.1.7. **"Delivery Date"** shall mean the moment when the Goods are deemed delivered to the Buyer and concur with the transfer of risk and/or title from the Seller to the Buyer as per the Incoterms®2020 specified in the Contract unless otherwise agreed between the Parties in the Contract;

1.1.8. **"Delivery Order"** shall mean the order of the Seller to the Warehouse to transfer the title of the Goods stored from the Seller to the Buyer, the Delivery order should set the calendar period of the Goods storage at the expense of the Seller;

1.1.9. **"Effective date of Contract"** shall mean the date of mutual acceptance of the SOC by both parties for Execution as per Article 2.7 and acceptance by the Seller of completed by the Buyer BIS. The GTC, the SOC, and the BIS together shall constitute a binding contract (the "Contract") for Seller to deliver and sell, and for Buyer to purchase, the Goods specified under the terms and conditions of the SOC, the BIS and these GTC. Entry into the Contract by Buyer shall be deemed to constitute unqualified acceptance of the GTC.

1.1.10. **"Feedback Form"** shall have the meaning of the Customer's Feedback Form encouraged to fill in by the Customer for every delivery accordance with the Seller's standard format located at [www.plow.group/feedback-form](http://www.plow.group/feedback-form);

1.1.11. **"Force Majeure Event"** shall have the meaning in Article 19 of the GTC;

1.1.12. **"Goods"** shall mean the goods to be delivered by the Seller to the Buyer as specified in the Contract;

1.1.13. **"GTC"** shall mean the standard terms and conditions for sale and purchase of Goods

set out in this document;

1.1.14. "**Incoterms®**" shall mean the international commercial terms, the official publication by the International Chamber of Commerce No. 723 EF, 2019;

1.1.15. "**Inspector**" shall mean an independent inspector appointed pursuant to the GTC to perform quality and quantity inspection of the Goods;

1.1.16. "**Know Your Customer form (KYC)**" shall mean a document provided by the Buyer to the Seller indicating the information important for the Contract about the Customer and authorizing the Customer's representative to negotiate and sign the Contract with the Seller. KYC should be prepared by the Customer on the Customer's official letterhead in accordance with the Seller's standard format located at [www.plow.group/documents](http://www.plow.group/documents) signed and stamped.

1.1.17. "**Letter of Credit**" or "**Stand-by Letter of Credit**" shall have the meanings set forth in the Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600 (UCP).

1.1.18. "**Purchase Order**" shall mean a request provided from the Buyer to the Seller in writing indicating as described in Article 4.8. which the Buyer wishes to purchase under a Contract;

1.1.19. "**Packaging**" shall mean all products made of any materials of any nature to be used for the containment, protection, handling, delivery, and presentation of the Goods, including (but not limited to) paper, wooden, plastic, and metal boxes, bags, pallets, and not fall within the definition of Transport as specified herein;

1.1.20. "**Party**" and "**Parties**" shall mean parties to the Contract referred to individually and collectively;

1.1.21. "**Proforma Invoice**" shall mean a preliminary bill or estimated invoice which is used to request payment from the committed Buyer for Goods or services before they are supplied. A Proforma Invoice includes a description of the goods, the total payable amount, and other details about the transaction.

1.1.22. "**Sales Order Confirmation (SOC)**" shall mean the Seller's offer for delivery of the Goods to the Buyer on the certain terms and conditions specified therein. The SOC validity period shown in the SOC shall be of the essence. The SOC signed and sent after the validity period shall be treated as obsolete and void. For the avoidance of doubt, the SOC which is accepted by the Buyer shall not be considered a Contract until acceptance of the BIS by the Seller, refer to Article 1.1.2.;

1.1.23. "**Sanctions**" shall mean restrictive measures in trade and economic fields adopted by the Applicable Authorities in respect of other countries, groups of countries, individuals, or legal entities with the intent to force them to change their policies or specific actions. Sanctions can be expressed in a full or partial embargo on imports/exports, the prohibition of entry and visa restrictions, blocking and freezing of assets, prohibition of financial transactions with the countries and entities specified above, including cross-border payments and investment;

1.1.24. "**Signing of the document**" shall mean a sign made by the authorized Party's representative on the document to signify knowledge, approval, acceptance, or obligation. The sign could be executed by facsimile and/or electronic signature having the same force as his/her handwritten signature for the purposes of validity, enforceability, and admissibility. If the documents are to be signed electronically, these shall be sent to the other Party by email or through electronic signature service provider agreed by Parties in advance. Where original documents are required these shall be delivered in person or by DHL (or other recognized international courier service requiring a signature upon receipt within 30 (thirty) calendar days after the receipt of the electronic copy of the signed document(s) by corresponding Party;

1.1.25. "**SCC Rules**" shall mean the Arbitration Rules of the Arbitration Institute of the

Stockholm Chamber of Commerce valid at the date of claim submission;

1.1.26. **“Tax”** or **“Taxes”** shall mean all (i) taxes, fees, duties, tariffs, levies, imposts, or other public charges of any kind, including, without limitation, taxes, required contributions or other charges on or with respect to income, franchise, gross receipts, property, sales, use, profits, capital stock, payroll, employment, social security, health insurance fund, pension fund, and other social funds, workers compensation and unemployment or related compensation, (ii) taxes or charges in the nature of an excise, withholding, ad valorem, stamp, transfer, value-added or gains taxes, (iii) license registration or documentation fees, (iv) customs duties, tariffs and similar charges of any kind whatsoever and (v) any interest, penalties, additions to tax or additional amounts imposed by any taxing authority with respect to those items enumerated in clauses (i), (ii), (iii) and (iv) of this definition;

1.1.27. **“Transport”** shall mean automobile transport, containers, tank cars, auto trucks, bulk trucks, cisterns, other means of transport used for the Goods delivery, transportation, storage, etc.

1.1.28. **“Transport document”** shall mean a bill of lading, CMR, Railway Bill, etc.

1.2. Any heading, article, clause, subclause, section, subsection and table headings in the Contract are inserted for purposes of convenience only and shall not affect in any way the meaning or interpretation of the Contract or the GTC.



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## 2. PROVISIONS

2.1. **Amendments.** No amendment or variation of the Contract shall be effective unless in writing and signed by a duly authorized representative of each of the Parties to it, (except for a Sales Order Confirmation concluded by electronic means). Without limiting the above, the Seller is entitled to unilaterally change the GTC from time to time by uploading the new version of the GTC to the Seller's website at: [www.plow.group](http://www.plow.group). For the purposes of the Contract, the new version of the GTC shall come into force, and the Contract shall be deemed amended, ten (10) Business Days after such upload.

2.2. **Assignment.** Neither Party may assign the Contract or any of its rights under the Contract or transfer any obligations under the Contract, without the other Party's prior written consent, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Seller may, without consent, assign or transfer its rights and/or obligations under the Contract in whole or in part to any Seller Group Company or to any bank, factoring company, and insurance company. For the purposes of this clause "Seller Group Company" shall mean any legal entity falling under the same group of companies as the Seller. Any attempt at assignment in violation of this Clause shall be null and void;

2.3. **Binding effect.** The terms and conditions of the Contract shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective permitted successors and assigns;

2.4. **Change of notice details.** Either Party hereto shall promptly, but no later than 5 (Five) business days, notify the other Party in writing as to the change of notice details of the Party and the new details to which notice shall be given to it thereafter. Either Party shall promptly notify the other Party in writing in case of any changes in VAT-IDs, changes of their validity, or other related details of the other Party;

2.5. **Email correspondence.** Any correspondence and communications (including but not limited to Contracts, Purchase Order Confirmations, and invoices) given or made by the Seller through email to the Buyer shall be valid, if sent exclusively by the authorized sale manager from an email address, registered in the domain: "@plow.group";

2.6. **Entire Contract.** This Contract (including the GTC and any addenda, attachments, or amendments) constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement;

2.7. **Execution.** Either Party may sign the Contract and any related amendments, attachments, or other documents by its duly authorized representative;

2.8. **Expenses.** Whether or not the transactions contemplated hereby are consummated, all costs, and expenses (including the expenses, costs, and fees of each Party attorneys, auditors, and financial and other professional advisors) incurred in connection with the Contract and/or the drafting or negotiation of the terms and conditions of the Contract and/or any other transaction arising out of or in connection with the Contract shall be borne and paid by the Party incurring such costs and expenses;

2.9. **Language of the correspondence.** All correspondence concerning the Contract shall be conducted in English;

2.10. **Language.** These GTC are made in the English language;

2.11. **Notices.** Any consent, agreement, approval, or notice required or permitted to be given or made under the Contract by one of the Parties hereto to the other Party shall be in writing and in English (unless otherwise agreed by the Parties) and shall be delivered in person or by DHL (or other recognized international courier service requiring a signature upon receipt) or email (as evidenced by a paper copy of such email). In proving the giving of communication, it shall be sufficient to prove that delivery was made to the appropriate address, or the communication was properly addressed and posted by an appropriate courier, or the email was sent to the appropriate email address and dispatch of transmission from the sender's external gateway was confirmed as specified in the Contract;

2.12. **Reference to period.** Where any period in days, weeks, months, or years is referred to in the Contract or the GTC, such period shall be calculated in days, weeks, months, or years respectively, unless expressly provided otherwise (and the day on which any such period is expressed to commence shall not be counted for the purpose of such period's calculation);

2.13. **Severability.** If any part of the Contract is deemed to be unenforceable, invalid, or in contravention of applicable Law by a court or arbitral tribunal of competent jurisdiction, the remainder of the Contract shall remain in full force and effect. The Parties shall negotiate in good faith to replace the invalid provision with a provision which reflects, to the extent possible, the original intent of the invalid provision;

2.14. **The date of notice receipt.** The date of receipt of the notice, demand, or other communication will be (i) if delivered by hand, at the time of delivery, (ii) if sent by email, at the earlier of: the time a return receipt is generated automatically by the recipient's email server; the time the recipient acknowledges receipt; and 24 (twenty-four) hours after transmission unless the sender receives notification that the email has not been successfully delivered;

2.15. **The Parties' relationship.** The relationship hereby established between the Seller and the Buyer is solely that of the Seller and the Buyer. Each is an independent contractor engaged in the operation of its own respective business, and nothing in the Contract shall be construed to create a partnership, agency, joint venture, pooling, and franchise or employer-employee relationship between the Parties. Neither Party has the power or the authority to act for, represent, or bind the other Party (or any of the other Party's Affiliates) in any manner;

2.16. **The Seller's warranties, guaranties, and representations.** The Seller warrants that it has full legal title to the Goods and that it has full right and power to convey such title to the Buyer. For the avoidance of doubt, the Seller makes no guarantees, warranties, representations, express or implied, written, or oral, including any warranty of merchantability or fitness or suitability of the goods for a particular purpose, concerning the Goods. Any warranties, conditions, or other terms implied by law, custom, contract, statute or other legal theory or otherwise, whether as to merchantability, quality, fitness for purpose of the Goods or otherwise are specifically excluded to the fullest extent permitted by the applicable law;

2.17. **Waiver.** Any failure on the part of any Party hereto to comply with any of its obligations, agreements, or conditions under the Contract may only be waived in writing by the Party to whom such compliance is owed but such waiver will not be considered to be a waiver of future failure(s) to comply with an obligation, agreement or condition. No act or omission by a Party may be deemed to be a waiver of any rights if such a waiver is not declared explicitly and in writing;

2.18. **Writing.** A reference to "writing" or any cognate expressions is a reference to any mode of representing or reproducing words in a visible non-transitory form and includes e-mail.

### 3. GENERAL CONDITIONS

3.1. Execution of the Contract by the Buyer shall (without affecting any other manner in which acceptance of the GTC may otherwise be evidenced) be deemed to constitute unqualified acceptance of the GTC.

3.2. The GTC shall apply to the exclusion of, and shall prevail over, any general terms and

conditions of the Buyer, terms or conditions contained in or referred to in the Buyer's acceptance of the Contract, or in any other documentation submitted by the Buyer, or in any correspondence or elsewhere, or implied by trade custom, practice, or course of dealing, unless specifically excluded or varied in writing by agreement between an authorized representative of the Parties.

#### **4. CONTRACT FORMATION**

4.1. If the Buyer wishes to buy any Goods from the Seller, the Parties shall negotiate in good faith either: (i) a Term Contract; or (ii) a Spot Contract.

4.2. If notwithstanding the Article 4.1., the Parties agree on the terms of a Contract by some other method, these GTC for the Goods shall govern that Contract and no other terms, including for the avoidance of doubt any of the Buyer's standard purchasing terms, shall apply to any such Contract. For the avoidance of doubt, the Seller shall not be obliged to accept any Purchase Orders or requests for Goods to be delivered to Buyer where the Buyer does not place a Purchase Order in accordance with the procedures established below.

4.3. All Contracts shall be validly concluded between the Parties at the time where the Contract is executed and signed by both of the Parties.

4.4. The Purchase Order, the Sales Order Confirmation and the Buyer's Instructions to Seller and any other communication given or made by the Parties in connection with those documents must be in writing. Communications may be delivered either:

- a) in hard copy notifications and acceptances shall be signed by an authorized representative of the relevant Party; or
- b) by email correspondence from the e-mail addresses and contact persons of the Parties designated by the Parties in the Contract or in an official confirmation letter from the Buyer Any Communications given or made in accordance with this Article 4.4. shall be deemed to have been duly authorized by the Party giving or making the Communication.

4.5. If the Seller receives any Communication from the Buyer which was sent from someone other than the contact person or email address specified in the Contract or in the official confirmation letter from the Buyer, and the Buyer has not notified the Seller in advance of any change of contact person or email address, the Seller may in its sole discretion choose to treat the Communication as invalid and not received.

4.6. The date of receipt of the Communication shall be at the earlier of: the time the recipient acknowledges receipt; and twenty-four (24) hours after transmission unless the sender receives notification that the email has not been successfully delivered.

4.7. Seller's invoices or credit notes may be delivered either:

- a) in hard copy; or
- b) in electronic form through email correspondence, where in case an electronic form of an invoice/credit note shall be treated as an original.

4.8. If the Buyer wishes to purchase Goods, it shall send to the Seller a completed KYC form in accordance with Article 1.1.15. and Purchase Order in accordance with Article 4.4. The Purchase Order shall specify:

- a) the type of Goods which the Buyer wishes to purchase;
- b) quantity of the Goods;
- c) place of delivery;
- d) price;
- e) Buyer's order number and
- f) other information concerning the Goods delivery.

4.9. The Seller shall notify the Buyer of its confirmation or proposed amendments to the PO by



sending to the Buyer the SOC, in accordance with Article 4.5., the Proforma Invoice and draft of Buyer's Instructions to Seller.

4.10. The Buyer shall consider and accept the SOC in accordance with Article 4.4. within the term provided in the SOC. If the SOC is not accepted by the Buyer within the timeframe specified in the SOC, the Seller's offer to deliver the Goods to the Buyer in accordance with the terms of the SOC shall be regarded as rescinded and Buyer shall be required to place a new Purchase Order if it wishes to purchase these Goods.

4.11. The Buyer shall sign the SOC by authorized person and send it back to the Seller within the period of the SOC validity.

4.12. The Buyer shall instruct Seller by completing and sending the BIS to Seller no later than five (5) Business Days after the SOC confirmation. Draft of BIS is provided to Buyer by Seller together with SOC. BIS shall include without limitation (a) details of all primary and transportation documentation required by Buyer; (b) the Place of delivery & Port of discharge, with instructions to enable the Carrier to prepare and submit the necessary information to the customs authorities; and (c) details of any other documents and information requested by Seller. The BIS shall be treated as accepted by the Seller within 3 (three) Business days from date when the document was received as described in Article 2.14.

4.13. Upon the Buyer's acceptance of the SOC and the Seller's acceptance of the BIS, both the BIS and the SOC shall become parts of a binding Contract for the Seller to sell, and for Buyer to purchase, the Goods specified under the terms and conditions thereof.

## **5. GENERAL DELIVERY TERMS, TRANSFER OF RISK AND TITLE**

5.1. The delivery of the Goods shall be performed by the Seller in accordance with relevant Incoterms® 2020 subject to the provisions of the relevant Contract.

5.2. Risk in the Goods shall pass to Buyer in accordance with the agreed Incoterms® 2020, unless otherwise provided in the Contract, in the following manner:

5.2.1. In case of delivery of the Goods by railway on FCA, CPT dispatch station - the risk and title to the Goods shall transfer from the Seller to the Buyer on the date of the dispatch station stamp on the railway bill issued;

5.2.2. In case of delivery of the Goods by truck on FCA, CPT dispatch point - the risk and title to the Goods shall transfer from the Seller to the Buyer on the date specified in the column No. 20 in CMR;

5.2.3. In case of delivery of the Goods on DAP, DDP - the risk and title to the Goods shall transfer from the Seller to the Buyer on the date specified in column No. 24 "Cargo received" in CMR;

5.2.4. In case of delivery of the Goods by sea on CIF, CFR, FOB - the risk and title to the Goods shall transfer from the Seller to the Buyer on the date "Shipped on Board" in Bill of Lading.

5.3. If the means of transport is not specified in the Contract, the Seller may choose the means of transport suitable for delivery of the Goods at the Place of Destination at its own discretion; in such event the Buyer hereby unconditionally accepts the means of transport chosen by the Seller and waives any claims in this regard.

5.4. Seller shall use its reasonable endeavors to deliver the Goods on the date or within the timeframe as specified in the Contract. Time of delivery shall not be of the essence and Seller shall not be liable to Buyer for any loss or damage caused by a delay in delivery of the Goods. Seller shall keep Buyer informed of any material variation from the agreed delivery times. If Seller has failed to deliver the Nominated Quantity of the Goods (taking into account Seller's delivery tolerance pursuant to Article 7.2) within the agreed period for any reason, the Parties shall use reasonable endeavors to agree revised delivery terms for the outstanding quantity of the Goods. If Seller has failed to deliver the outstanding quantity of the Goods within ninety (90) days of the agreed original delivery date, either Party shall have a right to terminate delivery of that shipment of the Goods without any further liability to the other Party for such delay and Buyer agrees that such termination

right shall be Buyer's sole remedy for Seller's failure to deliver that shipment on the specified date. In the event of a prepayment pursuant to Article 6.2.2, if a Party terminates a delivery in accordance with this Article 5.4, Seller shall within ten (10) Business Days return to Buyer the actual amount of prepayment received from Buyer corresponding to the quantity of the Goods whose delivery was terminated pursuant to this Article 5.4, increased by the fee for usage of the Buyer's funds which is calculated using the The Bank of England (BoE) base rate increased by 2% (two per cent) per annum taking into account the number of days outstanding.

5.5. Both Parties shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under applicable law or under the circumstances in order to fulfil the intents and purposes of the Contract and to carry out its provisions.

5.6. The Buyer shall indemnify, defend, and hold harmless the Seller against any liability, loss, damage, delay, or expenses that the Seller may incur directly or indirectly due to application of any Sanctions effective at the Place of Destination or place of registration of end user of the Goods.

5.7. Transportation document for delivery by road shall be CMR (or consignment note). Transportation document for delivery by railroad shall be Rail Way Bill.

5.8. Transportation document for delivery by sea shall be Bill of lading. The Seller should prepare the Bill of lading in accordance with the approved BIS, the Bill of lading draft should be sent to the Buyer for the final review before an issue of the Original Bill of Lading.

5.9. Document for transfer and pick up of the Goods from Seller to the Buyer within the warehouse shall be Delivery order.

5.10. The Buyer shall review the Bill of lading draft within 2 (two) business days from the date of receipt.

5.11. Should the Buyer require to make the changes to the wording of the Bill of lading prepared according to the approved BIS, it shall be charged the following: 6 USD/mt - before the cargo dispatched or 10 USD/mt - after the cargo dispatched, all changes to the Original Bill of lading are to be made at the Seller's discretion. Extra detention & demurrage caused by changes to the Bill of lading at the Buyer's request are at the Buyer's. No changes to the consignee and the notify party could be made after the arrival of the cargo at the port of destination.

5.12. The Buyer shall review the Insurance policy draft within 2 (two) business days from the date of receipt (if applicable).

5.13. Delivery of the Goods shall be immediately followed and witnessed by presentation by the Seller to the Buyer or Carrier, or the Buyer's representative of a valid transportation document. Such documents shall be signed and marked by the Seller and Carrier of the Goods at the place of loading and shall be a non-disputed proof of delivery by the Seller.

5.14. Where the Seller expressly or impliedly provides the Buyer with a range of dates within an agreed period of delivery of arrival of the Goods, any of the provided dates can result in delivery.

5.15. No later than 1 (one) Business Day after shipment of the Goods by auto truck(s) the Seller shall provide by email to the Buyer all information necessary for unloading of the Goods:

- a) The Contract reference number;
- b) Auto truck identification number(s);
- c) Description of the Goods and their CMR consignment note quantity;
- d) Estimated Time of Arrival of auto truck(s).

5.16. The Seller has the right to substitute any of identified auto truck(s) and provide the Buyer with new information not later than 1 (one) Business Day before Estimated Time of Arrival of auto truck(s). Such substitution shall always be subject to the requirements that auto truck(s) shall be of a similar size and that the quantity to be loaded shall not, without prior written consent of the Buyer, differ by more than 5 (five) % from the quantity specified in the present Contract.

5.17. The Buyer in addition to BIS at his own option can provide the Seller with written instructions regarding information necessary for efficient unloading of the Goods by the Buyer. In case such information is provided, the Seller, his Carrier or his representatives / employees undertake to

honestly follow the instructions where applicable, to partially assist in efficient unloading of the Goods by the Buyer. Such assistance is not a duty but an option of the Seller.

5.18. The Buyer warrants that the Place of Destination shall be safe and well suited for delivery of the Goods. The Buyer shall be liable for and shall indemnify the Seller in respect of any loss or damage, including but not limited to any liability for damage to auto truck(s), surroundings, environment and people, additional costs or expenses arising out of and in relation to any failure of the Buyer to nominate a safe Place of Destination. Seller shall retain the right to inspect the facilities at the Place of Destination.

5.19. The Buyer is obliged to ensure his timely presence at the Place of Destination at the Delivery Date for unloading of Goods. A representative of the Seller shall communicate to the Buyer via phone call the time of the arrival of a delivery Transport to the Place of Destination. Buyer's absence at the Place of Destination shall not prejudice the fact that the Seller had successfully performed Delivery of the Goods for the purpose of the Contract.

5.20. The time allowed to Buyer for the unloading of a quantity of the Goods shall be 1 (one) calendar day for railroad delivery and 2 (two) hours for delivery by road respectively or other period as may be set out in the Contract. Unloading time shall commence in 2 (two) hours after the arrival of each delivery Transport to the Place of Destination. For delivery by road, the truck will be deemed to have arrived as of the moment a relevant notice is furnished by the Carrier at the Place of Destination. The Buyer may not refuse to certify the receipt of the notice and if it does so, the Carrier must immediately notify the Seller thereof and the time of arrival shall be according to the Carrier's records. The Carrier may, but not obliged to, to engage a third party to certify the carriage's arrival. The Buyer shall pay in full any Carrier's and Seller's expenses and costs related to the Buyer's refusal to certify the notification. For the purpose of calculating unloading time, unloading shall be deemed to have been completed depending on the type of the cargo: upon disconnection of the discharging hoses and / or removal of last item of the Goods from the the last auto truck's, bulk truck's, container's cargo space or other Transport.

5.21. The Buyer has the right to require extra services in relation to the Goods at Place of Destination which shall not be viewed as included in the Total Goods Value. The Parties shall decide on a possibility of provision of such services by mutual written agreement no later than 3 (Three) Business Days before Estimated Time of Arrival of Goods. Where the Buyer, by written instruction to the Seller, requests that such services should be provided, then the Buyer shall indemnify and hold the Seller harmless against any liability, loss, damage, delay or expense that the Seller may sustain by reason of complying with the Buyer's request. The indemnity given by the Buyer to the Seller shall be no less in scope than the indemnity required by the Transport owner to comply with the Buyer's request.

5.22. Seller shall be entitled to refuse at any time to undertake or complete a delivery of the Goods if:

5.22.1. it is not possible to deliver under the intended or customary route to the Place of Destination for reasons beyond Seller's control;

5.22.2. the cost of the delivery to the Place of Destination (including Taxes) and/or insurance, if applicable, has materially increased (by more than 20 (twenty) per cent) from the date on which the Contract was entered into; and/or

5.22.3. at any time after loading at the Place of Shipment, either:

a) importation of the Goods to the Place of Destination is prohibited by Sanctions or applicable Laws; or

b) the country, territory or region through which a shipment is scheduled to pass en route to the Place of Destination becomes affected by Sanctions.

5.23. Should Seller agree to undertake delivery under an alternative route or at an alternative destination nominated by Buyer, Buyer shall indemnify and hold harmless Seller for any additional costs incurred in undertaking the delivery by way of an alternative route or to an alternative destination.

5.24. Upon receiving of primary documents from the Seller on sale transaction execution and performance of the Contract (i.e. CMRs, Consignment notes), the Buyer shall deliver such documents to the Seller, duly signed by an authorized representative, not later than 5 (five) business days after their receipt. Such documents shall be delivered through email correspondence from the email addresses and contact persons of the Buyer designated in the Contract or in official confirmation letter from the Buyer.

5.25. It is presumed that Transport arrives at the Place of Destination for unloading in good condition, unless Buyer promptly (but not later than three (3) hours after arrival) informs Seller of any defects. In the event of damage to Transport by Buyer or Buyer's counterparties, Buyer shall immediately inform Seller and Logistics agent about the occurrence of such event and shall indemnify and hold Seller harmless for any losses incurred due to such damage within five (5) days from the date of Seller's demand. The Seller is not responsible for the preservation of the transport, and it is the Buyer or their representative's responsibility to ensure that the transport, including containers, is in good condition at the time of cargo acceptance and throughout all the time used by Buyer or Buyer's counterparties. The Buyer shall hold the Seller harmless from any claims, penalties, fines, and/or costs related to the return of the transport in an improper condition. If any Transport is lost within the period of use by Buyer or Buyer's counterparties, Buyer shall pay to Seller an amount equal to the market value of the relevant Transport of identical model and year of manufacture including costs incurred for putting it into operation. The Transport shall be deemed lost if it is not returned to Seller within ninety (90) days from the date of the Goods arrival at the Place of Destination.

5.26. Provided the Parties agree on the Cash on Delivery term of payment in accordance with the Article 6.2.1. of the Contract, payment for the goods shall be effected by the Buyer in the amount of 100% at the time of delivery of goods by Transport to the Place of Destination after receiving a notice of readiness to unload by the driver via phone call by the Seller's Representative. However, should the Buyer fail to effect the payment, the Seller shall be entitled to abort the delivery and demand in writing the payment of a fine in the amount of 500 USD from the Buyer per every 20 (twenty) metric tons of Goods delivered.

5.27. The delivery of Goods may be carried out in returnable metal containers, which shall be stated in the relevant Contract. While concluding the SOC, the Buyer should provide information on the existence of an agreement with the operator of returnable packaging for its use. The Buyer assumes all obligations and full responsibility for the handling of returnable packaging and payment of the cost of using the packaging in excess of the established SOC with the Seller. The metal containers are subject to mandatory return to the Operator as they are unloaded, but not later than the deadline mentioned in the relevant Contract. In case the Buyer does not return the metal containers at all or in breach of the deadline, damages the metal containers and subsequently the Seller becomes a subject of legal liability (fines, liquidated damages, etc.) to its suppliers and/or Operator, the Seller shall be entitled to re-impose the fines onto the Buyer.

5.28. In case of delivery by sea, the Buyer/Consignee shall be responsible for cleaning of the containers at the port of discharge.

5.29. In the case if payment is made on Post payment terms, Seller shall retain title to the Goods (however the transfer of risk takes place in accordance with Article 5.2.) to the fullest extent permitted by law, until payment for the relevant quantity is actually received from Buyer, even if the Goods have been co-mingled. Until payment is made, the Goods must be separately stored, identified (where possible) and must be returned to Seller or be made available for collection by Seller at Seller's request. Seller may enter Buyer's premises to collect the Goods and Seller may maintain an action for payment, notwithstanding that Seller retains ownership of the Goods.

## **6. PAYMENT**

### **6.1. Payment provisions:**

6.1.1. The Price for the Goods shall be paid by the Buyer according to the Contract.

6.1.2. Time for payment shall be of the essence.

6.1.3. Bank details of the Seller shall be indicated in the invoice. The Buyer shall effect the payment in accordance with the terms specified in the Contract by telegraphic transfer and, unless otherwise follows from the context or specifically provided in the Contract or the GTC, with indicating the number and the date of the Contract/Amendment and the number and the date of the invoice issued by the Seller in the payment reference (the purpose of payment). Funds must be received in the nominated bank account no later than the due date on Seller's invoice document or no later than the last banking day before the due date if that due date on Seller's invoice document falls on a non banking day.

6.1.4. The Buyer shall provide the Seller with a copy of SWIFT confirmation within 1 (one) Business Day after the payment has been effected.

6.1.5. Unless otherwise expressly defined in the Contract the Price is exclusive of Taxes (including VAT) and Seller shall have the right to invoice Buyer for any VAT or other Taxes in so far as such Taxes are not for Seller's account under the Contract.

6.1.6. The date of payment is considered the date of crediting the Seller's bank account for 100% (one hundred per cent) of the amount specified in the Seller's invoice.

6.1.7. Notwithstanding anything contained in any other agreement to the contrary, all payments to be made under the Contract shall be made in cleared funds, without any deduction or set-off of any claims (including without limitations, amounts owed by or to any affiliate of either party) and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If a Party to the Contract is compelled to make any such deduction, it will pay to the receiving Party such additional amounts as are necessary to ensure receipt by the receiving Party of the full amount which that party would have received but for the deduction.

6.1.8. The total amount specified in the payment document shall be transmitted to the Seller's account in full without any retentions, deductions or withholdings of any nature Buyer's bank shall be instructed SWIFT field 71A OUR.

6.1.9. On a regular basis the Verification Act should be fully executed by both Parties. The Seller shall send by email to the Buyer the Verification Act signed by the Seller. Within 3 (three) business days from the date of receipt of the Verification Act signed by the Seller, the Buyer shall check the Goods delivered quantity, the amount paid for the Goods, and provide the Seller with its motivated objections (if any). The Seller shall consider such motivated objections within 7 (seven) business days and put the corrections into the Verification Act or negotiate with the Buyer on the amicable basis the content of the Verification Act which should be executed by both Parties. Without prejudice to the above, the Verification Act shall be executed upon any Party request if any.

6.1.10. The Parties hereby agree that in case the currency specified in the invoice is one of the following: USD, EUR, or CNY (RMB), all payments of the Buyer under the Contract shall be made strictly in the currency specified in the respective invoice issued by the Seller, and according to the bank details (hereinafter the "Bank Details") specified in the respective invoice. The conditions of this Article are of the essence, and breach of this Article shall be deemed a material breach for the purposes of the Contract.

If the invoice specifies a currency otherwise than the currencies listed above, all payments of the Buyer shall be effected in USD or EUR at the exchange rate of a national bank of a country of incorporation of the Buyer at the Payment Date. For the purposes of this Clause: "Payment Date"

means the value date indicated in a SWIFT message (or other accepted means of written interbank payment instructions) with payment instructions (or in the other respective payment document if applicable) for the respective payment.

## **6.2. Payment terms:**

### **6.2.1. Cash on Delivery.**

6.2.1.1. The Buyer shall pay 100 % (One hundred per cent) of the amount specified in the Seller's invoice at the time of delivery of goods before unloading of the delivery Transport.

### **6.2.2. Prepayment (advance payment).**

6.2.2.1. The payment for the Goods shall be effected by the Buyer as follows:

- a) The Buyer shall pay 100% (one hundred per cent) of the amount specified in the Seller's proforma invoice strictly within the timeframe specified in the proforma invoice.
- b) The Buyer shall effect the payment in accordance with the Contract by bank transfer and without deduction into the Seller's bank account and the Buyer shall indicate the number and the date of the Contract/Amendment and proforma invoice number in the payment reference (the purpose of payment).
- c) In case of the amount paid by the Buyer as the Prepayment for the Goods is less than the amount due to be paid for the Contract Quantity the Buyer shall effect the payment of such outstanding balance within 5 (Five) days of an appropriate Seller's invoice.
- d) In case of the amount paid by the Buyer as the Prepayment for the Goods exceeds the amount due to be paid for the Contract Quantity the Parties shall mutually agree if: (i) such difference between the amounts will be applied to the further deliveries if applicable or (ii) the Seller shall return such difference between the amounts within 5 (Five) days of an appropriate Verification Act is executed by the Parties.
- e) Should the Buyer pay less than 100 % of the amount specified in the Seller's invoice the Seller may, but shall not be obliged to, deliver the quantity of the Goods corresponding to the actual amount of Prepayment received from the Buyer.
- f) In case of partial prepayment The Buyer shall pay the Goods via the following terms: 5% - 50 % (as specified in the proforma invoice) of the Total Goods Value shall be paid by the Buyer in advance before the Goods dispatched from Manufacturer but in any case not later than within than 5 (five) Business Days after the date of the Seller's proforma invoice, 50 % - 95 % (as specified in the proforma invoice) of the Total Goods Value shall be paid by the Buyer after the Goods dispatched from the Place of Shipment but in any case not later than 5 (five) Business Days after date of Transport document was issued at the Place of Shipment, unless otherwise agreed by the Parties in the Contract. In case the Buyer fails to pay the remaining amount of the Total Goods Value within 5 (five) days as specified above, the Seller shall not be liable to deliver the Goods to the Buyer and is entitled to retain the advance payment paid by the Buyer for compensation of the Seller's expenses and/or losses. Transfer of title and risk shall occur after receiving 100% payment to the Seller's bank account.

### **6.2.3. Letter of Credit:**

6.2.3.1. The Buyer shall issue a draft of Letter of Credit within 5 (five) Business Days from the date of acceptance of the Sales Order Confirmation in accordance with the Article 4.11. and in accordance with the terms and conditions set out in this Article 6.2.3.

6.2.3.2. The Buyer shall provide the Seller with the draft of such L/C for the preliminary Seller's written approval.

6.2.3.3. The Buyer shall issue the Letter of Credit within 5 (five) Business Days from the date of the Seller's written approval.

6.2.3.4. The Buyer shall issue in favor of the Seller an irrevocable and divisible Letter of Credit (L/C) payable at sight in strict accordance with the terms and from a bank and in a form confirmed in writing by the Seller but in any case, prior to the Goods dispatch. The L/C shall be issued according to the instructions mutually agreed by the Parties in the approved BIS as described in the Article 4.12.

6.2.3.5. The documents to be provided by the Seller pursuant to the requirements of a Letter of Credit shall be the following:

- (i) Seller's invoice (digital copy);
- (ii) Transport Document (digital copy).
- (iii) Seller's packing list (digital copy).
- (iv) All other documents that might be requested by the L\C issuing bank.

6.2.3.6. The validity period for the Letter of Credit shall cover the payment period envisaged in the Contract plus 15 (fifteen) days, provided, however, that the minimal validity period could not be less than 30 (thirty) days. The foregoing is saved that the Buyer shall extend respectively the validity of the Letter of Credit in case of Force Majeure Event.

6.2.3.7. Expenses related to the opening, amendment and utilization of the L/C shall be paid by the Buyer.

6.2.3.8. Minor mistakes and misprints in the documents are acceptable by the Parties. The Buyer shall issue the discrepancies waiver to the Buyer's bank in the case of the minor mistakes and misprints in the documents.

#### **6.2.4. Post payment:**

6.2.4.1. The Buyer shall pay 100% (one hundred percent) of the amount specified in the Seller's invoice not later than the date specified in the Contract. Partial payments shall be allowed.

6.2.4.2. The Seller may at its own discretion indemnify the debt under the Article 6.2.4. in an insurance company.

6.2.4.3. In case financial institutions decrease Buyer's credit limit for Seller so that it is not enough to fully cover further supplies under the Contract (which shall be confirmed via e-mail by pdf confirmation from the respective financial institution), Seller is entitled to unilaterally switch Buyer to prepayment terms of payment upon notification of Buyer within 3 Business days.

#### **6.2.5. Documents against Payment (D/P):**

6.2.5.1. The present payment terms are governed in accordance with the ICC Uniform Rules for Bank-to-Bank Reimbursements Under Documentary Credits (URC 522).

6.2.5.2. The Buyer shall pay the Goods via Documents against payment at sight (hereinafter referred to as "D/P at sight") in accordance with the conditions specified below:

- a) As soon as but not later than ten (10) Business days after the date when the documents stating the right of disposal of the Goods were issued the Seller shall (i) transfer the originals of such documents to the Seller's Bank and (ii) send the copy of such documents to the Buyer via email;
- b) Upon receipt of the documents stating the right of disposal of the Goods the Seller's Bank shall transfer the originals of such documents to the Buyer's Bank;
- c) The Buyer shall confirm the Buyer's Bank his consent for payment for the original documents stating the right of disposal of the Goods and shall pay 100% (one hundred per cent) amount specified in the copy of the commercial invoice provided by the Seller via e-mail or mail or any other type of transfer immediately after receiving the documents by Buyer's bank. In case the

Buyer doesn't pay for the Goods immediately after receiving the documents by Buyer's bank (as per delivery slip of the express post), the Seller shall be entitled to demand to pay a fine for such delay in the amount calculated as per Article 10.1.4.;

d) The Buyer shall (i) ensure the availability of the total amount to be paid pursuant to Sub clause "c" of this Article 6.2.5.2. on the date of confirmation to the Buyer's Bank of his consent for payment for the documents stating the right of disposal of the Goods and (ii) effect this payment by telegraphic transfer and without deduction into the Seller's bank account, and the Buyer shall indicate the number and the date of the Contract and invoice number in the payment reference (the purpose of payments);

e) From the date of Buyer's payment for the documents stating the right of disposal of the Goods the Buyer shall receive the originals of the documents stating the right of disposal of the Goods from the Buyer's bank.

## **7. QUALITY AND QUANTITY**

7.1. The Contract Quantity specified (as the case may be) in the Contract, unless otherwise agreed by the Parties in the Contract, shall be subject to a tolerance of +/-10% (plus/minus ten per cent) in the Seller's option.

7.2. The quantity of the Goods stated in the Transportation Documents shall be based on the weight determined at the Place of Shipment.

7.3. The Actual Contract Quantity delivered under the Contract shall be equal to the quantity stated in the respective Transport Document issued and duly signed.

7.4. The Actual Contract Quantity shall be the basis for determining the Total Goods Value.

7.5. Subject to the Contract terms and conditions the tolerance for Actual Contract Quantity may be 10% (ten per cent) of the Contract Quantity respectively without any right for the Buyer to claim that the Seller will have to meet the Contract Quantity specified in the Contract, and/or take back any surplus quantities to the Contract Quantity or the Planned Monthly Quantity specified in the Contract as the case may be.

7.6. In the event that the Seller is not able to supply the Contract Quantity of the Goods within specified period provided that the Seller informed the Buyer of this reasonably in advance, the Parties shall mutually agree delivery terms for the outstanding quantity of the Goods, and the Seller's suggestions shall be taken into account; provided, however, that it is agreed and acknowledged by the Parties that the Seller will not be obliged and is not expected and may not be required to supply. The Parties acknowledge that the remedy provided in this Clause will be the sole remedy that the Buyer will have in the event the Seller is not able to supply the Contract Quantity of Goods during the relevant period.

7.7. In the event that the Buyer orders less Goods than the Contract Quantity for a relevant period, the Seller at its own discretion may either: (i) agree to supply the outstanding quantity of the Goods in the next period (the supply schedule shall be decided by the Seller, however, the Buyer's suggestions may be taken into account); or (ii) request the payment of 10% (ten per cent) of the Price of the outstanding quantity of the Goods as liquidated damages of the Seller (the Parties agree that the above amount is genuine pre estimate of liquidated damages the Seller will suffer if the Seller supplies the Goods less than the Contract Quantity. Without prejudice to the above, however, if the amount of actual damages exceeds the above amount, the right of the Seller to claim the actual amount of damages shall not be limited). The Seller shall notify the Buyer the option it chooses to proceed in writing, however, the failure to notify will not evidence the waiver of the Seller's rights described above.



## **8. QUALITY AND QUANTITY INSPECTION**

8.1. Unless otherwise agreed by the Parties in the Contract, quality and quantity inspection is to be determined at the Place of Shipment (applicable for EXW, FCA, CPT, CIF, FOB, CFR) or the Place of Destination (applicable for DAP, DDP) (as may be applicable in accordance with the Contract or the GTC) by an Inspector such as SGS or similar internationally recognized inspection company mutually agreed between the Parties and in accordance with the standard practice (i) at the place of the inspection or (ii) of the Inspector if there is no standard practice at the place of inspection, unless the Contract or the GTC provides otherwise.

8.2. Inspection is to be made upon the Buyer's request, the Seller shall be notified of the inspection at least 7 (seven) days in advance and the Buyer shall provide the Seller's representative opportunity to present in order to observe the Inspection.

8.3. In the event of determination by the quantity Inspection that the quantity of the Goods does not conform with the quantity stated in the Transport Document for more than 0.5 % (zero point five per cent) (the "Permitted Deviation") the Goods shall be accepted by the value defined by the quantity Inspection with issuance of the respective offloading acts signed by an Inspector.

8.4. The Parties acknowledge and agree that in no event shall the Seller be considered to be in breach of its obligations in respect of delivery the Goods in the quantity provided by the Contract and the Buyer shall not be entitled to claim any losses, or liquidated damages, or any other claims concerning any quantity deviation below the Permitted Deviation.

8.5. All claims concerning quantity deviation in excess of 0.5 % (zero point five per cent) shall be submitted by the Buyer. For the avoidance of any doubt, where it is determined that the quantity deviation is in excess of the Permitted Deviation, the Seller shall be responsible only in respect of undelivered quantity above 0.5 % (zero point five per cent).

8.6. The inspection results shall be documented in the Inspector's Report and shall be conclusive and binding on the Parties for invoicing purposes, for quality purposes and/or for quantity purposes and shall be final and binding for both Parties, except in case of fraud or manifest error.

8.7. In the event that the quality of the Goods does not conform to the specification describing the quality of the Goods agreed by the Parties set forth in the Contract ("Specification"), the Parties shall discuss any discounted Price that can be paid by Buyer for such non-conforming Goods, or, if no agreement is reached on a discounted Price, Seller shall, at its option, either: (a) replace the defective portion of the Goods with an equal quantity of the Goods within a reasonable time of receiving Buyer's notice; or (b) In the event of a prepayment pursuant to Article 6.2.2, Seller shall within ten (10) Business Days return to Buyer the actual amount of prepayment received from Buyer corresponding to the quantity of the Goods which is shown to be defective pursuant to this Article 8.7. increased by the fee for usage of the Buyer's funds which is calculated using the The Bank of England (BoE) base rate increased by 2% (two per cent) per annum taking into account the number of days outstanding.

8.8. The costs of the inspection (as per terms of Article 8.1. and 8.2.) shall be equally shared between the Seller and the Buyer (and the terminal, if the terminal participates in the inspection). Any other inspections and related services, if required by the Buyer, shall be paid solely by the Buyer; provided, however, that only results of the inspections as stipulated in Article 8.1. and 8.2. will have the final and binding effect on the Parties.

8.9. The Inspector shall issue his report to the Seller and the Buyer as soon as practicable. The Inspector shall retain samples taken for at least 90 (ninety) days from the date of inspection.

## **9. CLAIMS**

9.1. Claims if any on quality of the Goods to be provided by the Buyer to the Seller within 45 (forty-five) Business Days after the Delivery Date, claims if any on quantity of the Goods to be

provided by the Buyer to the Seller within 14 (fourteen) Business Days after the Delivery Date, unless other terms are not specified by the Parties in the relevant clauses of the GTC. If the Buyer fails to make a claim within the agreed period of 45 (forty-five)/14(fourteen) Business Days after the Delivery Date such claim will automatically be considered as time barred, null and void, and such delivered Goods shall be deemed accepted by the Buyer and in accordance with all terms and conditions of the GTC and further claims in respect of the quality and/or quantity of the Goods are not permitted and may not be enforced.

9.2. The Buyer shall not be entitled to use a claim in relation to a particular shipment of Goods as a basis for the refusal to accept other shipments of the Goods delivered under the Contract, or the Goods delivered pursuant to any other Contract agreed between the Parties.

9.3. Unless otherwise specified in the Contract and/or the GTC any cause of action and/or claim that Buyer may have against Seller under the Contract shall be brought within two (2) years after the cause of action and/or claim accrues, failing which the Buyer shall be deemed to have waived its rights relating thereto.

## **10. LIABILITY**

### **10.1. Responsibilities of the Parties:**

10.1.1. In case the Seller delivers the Goods late, commencing 30 (thirty) days after the latest date of delivery/shipment (whichever provided by the Contract) the Buyer shall be entitled to demand liquidated damages from the Seller for such delivery delay in the amount equal to 0.05% (five hundredths of one percent) of the value for the late delivered Goods per day, up to a maximum of 10% (ten per cent) of the price for the late delivered Goods.

10.1.2. The Parties acknowledge and agree that in no event shall the Seller be considered to be in breach under the Contract due to any late delivery and the Buyer shall not be entitled to liquidated damages until the Seller is at least more than 30 (thirty) days late under the terms and conditions specified in the Contract. The Seller shall not be liable to the Buyer in liquidated damages for delay caused by a Force Majeure Event, failure, or default on the part of the Buyer, or where the Seller is entitled to delay delivery pursuant to the terms of the Contract.

10.1.3. The Liquidated damages outlined in the Article 10.1.1. and 10.1.2. together with the termination rights shall be the Buyer's sole and exclusive remedies for any late delivery of any Goods or part thereof and the Seller shall have no further liability whatsoever, whether in Contract, tort (including negligence or strict liability, or including deliberate repudiatory breach of Contract). If the Buyer, in accordance with Article 5.4, exercises the right to terminate the Contract, then the Buyer shall not be entitled to claim liquidated damages referred to in Article 10.1.1. and 10.1.2.

10.1.4. In case the Buyer fails to comply with the terms of the payment stipulated in the Contract the Buyer shall pay to the Seller interest on the outstanding amount for each day of delay until the 60<sup>th</sup> day at the rate of 0.03% (three hundredths of one percent) of the outstanding amount per day, commencing the 61<sup>st</sup> day of delay at the rate of 0.05% (five hundredths of one percent) of the outstanding amount per day.

10.1.5. If the conditions or terms of payment are breached by the Buyer the Seller may, at the Seller's option, either suspend delivery of the Goods to the Buyer or unilaterally terminate the Contract. Such suspension shall not constitute a delay for the purposes of liquidated damages.

10.1.6. In the event that the Buyer fails or refuses to accept delivery of the Goods or any part thereof pending laytime (i.e. have not commenced the accepting and unloading/loading of the Goods as the case may be; or furnished the Seller with explanation of delay and further instructions as regards the Goods satisfactory for the Seller); provided that such Goods have been delivered in accordance with the terms of the Contract, without prejudice to the Seller's other rights under the Contract or the applicable Law, the Seller is entitled to pass the Goods to an appropriate local logistics and/or storage company at the Buyer's risk and expense of which the Buyer shall be notified within a

reasonable time. The Seller is entitled to exercise its right hereunder irrespective of whether the title to the Goods has passed to the Buyer under the Contract or not. The quantities of the Goods confirmed by such a logistics or storage company upon receipt of the Goods shall be deemed as due confirmation of the quantities of the Goods delivered by the Seller; the term for quality claims for the Goods shall commence as of the expiration of the laytime. The Seller shall be entitled to claim without limitation all and any transport and/or insurance cancellation costs, storage costs, additional transport costs, customs duties, demurrage and other similar or related costs and all expenses arising out of or in connection with such late acceptance from the Buyer till the moment when the Goods are taken by the Buyer.

10.1.7. Should Buyer fail to timely submit the BIS, Seller may, at its sole discretion, choose to extend the time for delivery of the Goods which, if so extended, will not constitute a waiver of Buyer's breach of the Contract. Any delays in loading the Goods at the Place of Shipment (including circumstances where Seller is entitled to delay shipment) or in unloading the Goods at the Place of Destination caused by Buyer's failure to provide any necessary information in the BIS, or as a result of omissions or inaccuracies in the BIS provided by Buyer, will be for Buyer's account. Buyer shall indemnify Seller for all costs, losses and damages, including, but not limited to, demurrage and/or detention incurred by Seller as a result thereof.

10.1.8. In circumstances where Buyer is required under the Contract to unload the Goods, if Buyer has not unloaded the Goods within the time allowed in accordance with the laytime provisions of the Contract. Where no demurrage rate has been provided in the Contract, the demurrage rate shall be as set out in the relevant agreement with the Carrier or, if the agreement does not specify a demurrage rate, as per the market rate for the applicable means and size of transport on the date of the completion of unloading as shall be assessed by a mutually agreed independent broker.

10.1.9. Buyer shall pay Carrier demurrage in respect of the excess time at the demurrage rate set out in the Contract. Buyer shall pay Seller within five (5) Business Days after the issuance of the relevant invoice by Seller, unless Buyer provides documentary proven evidence arguing the Seller's demurrage claim within Claim period. The period for Seller's demurrage claim consideration by the Buyer shall be 30 (thirty) days upon receipt of the demurrage claim (Claim period).

10.1.10. In the event that the Buyer (or the Buyer's authorized representative, or the Buyer's Carrier, etc.) fails or refuses to accept delivery of the Goods or any part thereof within 5 (five) days after the Delivery Date unless otherwise mutually agreed by the Parties, entirely without prejudice to the Seller's other rights under the Contract or the applicable Law, the Seller shall at its sole discretion be entitled to sell the quantity of the Goods which were not taken by the Buyer. The Seller is entitled to exercise its right hereunder irrespective of whether the title to the Goods has passed to the Buyer under the Contract or not. The Sellers also entitled either to:

a) to demand the Buyer to reimburse all Seller's costs of sale including, without limitation, storage costs, additional transport costs, customs duties, and other similar or related reasonable costs and expenses together with any difference in the price obtained for the Goods when compared to the Price of the Goods set out in the Contract; or (

b) to deduct the amount of the received advance payment (applicable to the prepayment or D/P) for the damages incurred by the Seller as a result of such refusal; after calculating the damages the remaining part of the advance payment shall be either returned to the Buyer or offset against further deliveries. The Seller is entitled to exercise its right hereunder irrespective if the title to the Goods has passed to the Buyer under the Contract or not.

10.1.11. Defective performance of obligations:

In the event the Buyer fails to perform or delays the performance of any obligations hereunder at least 2 (two) times during any consecutive 6 (six) months or delays any of the obligations at least once for more than for 1 (one) month, then the Seller shall be entitled by written notice to the Buyer:

(i) change the payment terms of the Goods to Prepayment and/or (ii) request from the Buyer additional reasonable means of security of obligations, which the Buyer must provide within 15

(fifteen) Business Days following the relevant request. The change shall come into force with the next dispatch of the Goods after the notification. The Seller is entitled to suspend delivery of the Goods until the Goods are paid and/or additional security of obligations is provided. In addition to the foregoing should the Buyer fail to perform any of its payment obligations (including interest payment) for more than for three (3) days the Seller shall be entitled to suspend the shipment of the Goods till the moment when all obligations are fulfilled by the Buyer in full. Such suspension shall not constitute a delay for the purposes of liquidated damages.

10.1.12. Nothing in this Agreement shall limit or exclude either party's liability for (i) death or personal injury resulting from the negligence of that Party or its directors, officers, employees, contractors or agents; (ii) any breach of undertaking as to title, quiet possession, and freedom from encumbrance implied by law, including any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; (iii) any losses to the extent caused by fraud, fraudulent misrepresentation, deceit or dishonesty; or (iv) any other liability which cannot be excluded or limited by law. Under no circumstances shall either Party be liable whether based on a claim in contract, tort (including negligence), under any indemnity, breach of statutory duty, or otherwise arising out of, or in relation to, the Contract for: (i) any loss of profit or revenue (save in relation to Seller's loss of profit arising from Buyer's failure and/or inability to make a payment due under the Contract as well as from the Buyer's failure or refusal to take or accept delivery of the goods or any part thereof contrary to the terms of the contract); (ii) loss of goodwill; (iii) any cost of labor; (iv) loss of further business (v) repudiatory breach; or (vi) any indirect or consequential loss. (i) to (iii)), even if the Parties have been advised of the possibility of such damages. In no event shall the Seller's liability to the Buyer whether based on an action or claim in contract, tort (including negligence), under an indemnity, breach of statutory duty or otherwise arising out of, or in relation to, the Goods or the Contract, exceed the Total Goods Value (including, but not limited to transportation costs, storage costs, etc.) paid to the Seller by the Buyer for the Goods under the Contract in the 12 (twelve) month period prior to the occurrence of the default by the Seller.

## **11. REACH**

11.1. Notwithstanding any other provision to the contrary in the Contract, in providing the Buyer with a Chemical Abstract Service Index Number and/or Existing Commercial Chemical Substances Number and/or any other health, safety and environmental information relating to the Goods pursuant to this Clause, regardless of their source, the Seller provides no warranty or representation as to the accuracy or completeness of such identification number(s) or information relating to it and needed by the Buyer and/or reasonably requested by the Buyer to comply with the requirements of REACH, hence the Seller accepts no liability for loss, damage, delay or expense incurred by the Buyer for whatever reason arising from its reliance on the accuracy of the identification numbers or other information hereunder provided and /or the existence of a valid (pre-) registration of the Goods to be imported into the EU/EEA.

## **12. ANTI-CORRUPTION**

### **12.1. Each Party hereby represents and warrants to the other that:**

12.1.1. it has knowledge of the Anti-Corruption Laws and shall maintain at all times an adequate system of internal controls, procedures, and policies that monitor, prohibit, and protect against any act, conduct, or omission that would constitute a violation of the Anti-Corruption Laws;

12.1.2. no Public Official or close relative (i.e., spouse, child, parent, or sibling) of a Public Official is associated with it whether as an investor, officer, employee or shadow director;

12.1.3. neither Party nor its officers, directors, employees and/or affiliates has been the subject of an

investigation, settlement or conviction for bribery or other form of corruption, nor has any such person been included on any list maintained by the U.S. Government, EU or the UK or any other applicable jurisdiction as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programs;

12.1.4. in the past five years prior to the date of the Purchase Order/Contract it has not (i) paid, offered, promised, agreed to give, authorized, solicited or received any monies, consideration of any kind or anything of value or other advantage of any kind by way of an improper inducement or a reward for any act or decision in connection with the Purchase Order/Contract that is outside the terms of such Purchase Order/Contract; (ii) directly or indirectly engaged in any other acts or transaction in each case, in violation of or inconsistent with the applicable anti-bribery/corruption and anti-money laundering laws. Each Party further undertakes to the other Party that during the validity of the Purchase Order/Contract it will not engage in a conduct or activity(ies) mentioned in the aforesaid representation and warranties.

12.1.5. it has not taken and will not take (and agrees that its officers, directors, employees and/or affiliates have not taken and will not take) directly or indirectly in connection with its obligations under this Agreement, any action that would constitute a violation of the Anti-Corruption Laws, including but not limited to making any offer, payment, promise to pay, or authorization of the giving of any monies or financial or other advantage to any person:

- a. for the purpose of inducing or rewarding that person or any other person to perform their role or function improperly;
  - b. where receipt of that advantage would result in that person or any other person performing their role or function improperly;
  - c. for the purpose of influencing a Public Official in relation to any decision, act or other performance of their official role or function, including a decision to fail to perform that role or function, so as to obtain or retain business or a business advantage of any kind;
- a) or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or (i) its officers, directors, employees and/or affiliates will not, directly or indirectly, in connection with its obligations under this Agreement, request, agree to receive, or accept any monies or financial or other advantage in return or as a reward for performing their role or function improperly; and (ii) it will ensure that all its officers, directors, employees, and/or affiliates conducting activities under this Agreement are available for compliance training.

## **12.2. Enforcement:**

12.2.1. Each Party shall promptly (and in any event within five Business Days of becoming aware) report to the other Party:

- a) any actual or potential breach of Anti-Corruption clause; or
- b) any request or demand received for any bribe or equivalent undue financial advantage made in connection with the performance of the Contract.

12.2.2. Each Party shall promptly (and in any event within five Business Days of becoming aware) report to the other Party:

- a) the other Party is in breach of any of Anti-Corruption Laws without prejudice to the other rights of the respective Party under the Contract or the applicable Law; or
- b) there is evidence of repeated inadequacies in the other Party's anti-bribery and corruption compliance;
- c) each party shall indemnify and hold the other party harmless from any claims, suits, investigations, penalties, fines and/or costs of any kind arising from, or relating to, any breach of

Anti-Corruption Clause. This Clause shall survive any termination of the Contract;

d) each party agrees that full disclosure of information relating to a possible violation by the other party (or its shareholders, directors, officers, employees or Affiliates) of Anti-Corruption Clause may be made at any time and for any reason to any government or regulatory agency, entity or party.

### **13. FEEDBACK**

13.1. The Buyer is encouraged to fill in the Customer Feedback Form for every delivery executed according to the Contract.

13.2. The Seller shall take into consideration all the relevant information from the Customer Feedback Form and implement changes to the business process or/and resolve the shortcomings with the Goods producer accordingly.

### **14. COMPLIANCE WITH APPLICABLE LAWS**

14.1. Each Party hereby warrants to the other Party that as of the date of the Contract and on each subsequent occasion it performs obligations under the Contract, it conducts such activity in compliance with all applicable Laws of the relevant territory (or territories).

### **15. DURATION AND TERMINATION**

15.1. The Contract shall come into effect on the Effective Date shall continue in force until all obligations have been fulfilled (unless earlier terminated hereunder or the Parties agree otherwise in writing) and/or until such time as all payments are made by the Buyer in full.

15.2. Except in relation to any failure or inability to make a payment due under the Contract, and Buyer's liability for demurrage due hereunder, (which shall not be excused), neither Party shall be liable to the other Party for any delay or non-performance of any obligations under the Contract if such delay or non-performance is due to circumstances reasonably beyond such Party's control, unless otherwise provided by the GTC or the Contract.

### **16. BUYER'S DEFAULT**

16.1. The Seller may, at its sole discretion and in addition to any other legal remedies it may have, upon giving five (5) Business Days' written notice to the Buyer, suspend all deliveries under the Contract and/or unilaterally terminate the Contract where:

- a) the Buyer is in breach of any condition of the Contract;
- b) delivery or unloading of the Goods is delayed due to any cause(s) attributable to the Buyer and such delay is not excused by any other provision of the Contract;
- c) loading or unloading of the Goods is delayed by more than 12 (twelve) hours after truck has arrived at the Place of Destination due to reasons attributable to the Buyer;
- d) there is a major change in the direct or indirect ownership of the Buyer or its parent company;
- e) the Buyer or its parent company commences, or becomes the subject of, any bankruptcy, insolvency, reorganization, administration, liquidation or similar proceeding or is in the Seller's reasonable opinion expected to be unable or unwilling to pay its debts as the same become due;
- f) the Buyer or its parent company ceases or threatens to cease to function as a going concern or conduct its operations in the normal course of business;
- g) a creditor attaches or takes possession of all or a substantial part of the assets of the Buyer or its parent company; or
- h) if applicable, the Buyer delays the provision of the parent company guarantee or other security

of its obligations as provided in the Contract for more than 10 (ten) Business Days.

16.2. Where the Seller suspends delivery of the Goods due to any of the events referred the Seller may, so long as such event is continuing, at any time unilaterally terminate the entire Contract.

16.3. Where, pursuant to this Clause, the Seller, under a Contract providing for multiple deliveries, temporarily suspends the delivery of the Goods and then decides to resume deliveries under the Contract, the Seller may cancel the suspended delivery and shall be under no obligation to make up for any quantity of the Goods that would have been delivered to the Buyer but for such suspension.

16.4. Where the Contract provides for multiple deliveries, then the rights given to the Seller in this clause apply to all deliveries such that where the Seller is allowed to terminate in respect of one delivery, then it is entitled to terminate all the remaining deliveries.

16.5. Any termination of the Contract by the Seller shall be without prejudice to the rights and obligations of each Party as accrued on the date of termination.

## **17. SELLER'S DEFAULT**

17.1. The Buyer may at its sole discretion, and in addition to any other legal remedies it may have, upon giving 5 (Five) Business Days prior written notice to the Seller, terminate the Contract, where the Seller, for any reason whatsoever, is in a material breach of any conditions of the Contract.

17.2. In relation to multiple deliveries under the Contract, the Buyer's right to terminate under this Clause or otherwise, only applies to the delivery in respect of which the Seller is in breach and not to future deliveries.

17.3. Any termination of the Contract by the Buyer shall be without prejudice to the rights and obligations of each Party as accrued at the date of termination.

17.4. In the event of termination of the Contract by either Party pursuant to the provisions of Buyer's Default or Seller's Default then, save where the Buyer has terminated only part of a multiple delivery Contract, and in addition to any direct losses arising from the default or breach, the Party so terminating shall be entitled to claim damages from the Party in default as if the Party in default had failed to deliver or failed to accept, as the case may be, such quantity of the Goods as remained to be delivered under the Contract at the date of termination.

## **18. SANCTIONS**

18.1. The Buyer hereby confirms that he is aware and complies with all applicable Sanctions. Notwithstanding anything to the contrary elsewhere in the Contract or the GTC.

18.2. Neither Party shall be obliged to perform any obligation otherwise required by the Contract (including without limitation an obligation to (a) perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity, or (b) engage in any other acts) if this would be in violation of, inconsistent with, or expose such Party to any Sanctions binding on that Party. by virtue of Law or the Contract.

18.3. Where any performance by a Party would be in violation of, inconsistent with, or expose such party to the Sanctions, such Party (the "Affected Party") shall, as soon as reasonably practicable give written notice to the other Party of its inability to perform. Once such notice has been given the Affected Party shall be entitled:

- a) to immediately suspend the affected obligation (whether payment or performance) until such time as the Affected Party may lawfully discharge such obligation; and/or
- b) where the inability to discharge the obligation continues (or is reasonably expected to continue) until the end of the contractual time for discharge thereof, to a full release from the affected obligation, provided that notwithstanding the foregoing, where the relevant obligation relates to payment for the Goods which have already been delivered under the Contract, the affected payment obligation shall either (i) remain suspended until such time as the Affected Party may lawfully

resume payment, or (ii) be cancelled by the Seller, provided that the Parties will have the opportunity to carry into execution the return of such Goods to the Seller, unless otherwise agreed by the Parties in writing;

18.4. in each case without any liability whatsoever (including but not limited to any damages for breach of Contract, penalties, costs, fees and expenses).

18.5. Nothing in this Clause shall be taken to limit or prevent the operation, where available under the governing law of the Contract, of any doctrine analogous to the English Common Law doctrine of frustration.

## **19. FORCE MAJEURE**

19.1. Any Party shall be released from responsibility for a failure to fulfil any of its obligations if it proves:

- a) that the obligation has not been fulfilled as a result of circumstances beyond its control; and
- b) that it would not be reasonably expected to take into account these circumstances or consequences thereof for the performance of the Contract at the time of conclusion of the Contract;
- c) that it could not reasonably avoid or overcome such circumstances, or at least their effects thereafter.

19.2. Circumstances specified in the Article 19.1., can occur because of events herein below, which list is not exhaustive:

- a) declared or undeclared war, civil war, riots and revolutions, acts of piracy, sabotage;
- b) natural disasters, hurricanes, cyclones, earthquakes, tsunamis, floods, destruction by lightning;
- c) explosions, fires, destruction of machinery, plants and any installations;
- d) boycotts, strikes and lockouts in any form, slow work, an occupation of enterprises or their premises, stoppages occurring at the company of the Party claiming a waiver of liability;
- e) actions of the authorities, embargo, a ban on the export or import.

19.3. A Party that claims for exemption from liability shall in accordance with the present Article 19, promptly, as soon as the circumstances and their consequences, affecting the performance of its obligations, become known to it, inform the other Party about these circumstances and about the impact of the same on the performance of its obligations (but not later than three (3) days after they became known to it). A notice shall also be sent by the Party upon cessation of grounds for exemption from liability.

19.4. The fact of force majeure circumstances must be confirmed in writing by the Chambers of Commerce and Industry of the territories where such circumstances occurred.

## **20. ARBITRATION AND GOVERNING LAW**

20.1. Both the Contract and the GTC shall be governed by, interpreted and construed in accordance with the United Nations Convention on Contracts for the International Sale of Goods, the Convention on the Law Applicable to the International Sale of Goods, Principles of International Commercial Contracts (UNIDROIT principles), issues not regulated by the mentioned international treaties shall be governed by, interpreted and construed in accordance with the laws of England notwithstanding the choice of law rules of any jurisdiction and determined without reference to the principles of conflicts of laws.

20.2. Save for the case specified in clause hereof, any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference



in this clause.. The seat of arbitration shall be Singapore.

20.3. Proceedings shall be held in English. Each Party shall submit the documents in English. Documents submitted in a language other than English shall be translated into English at the expense of the Party submitting the document.

20.4. The decision of the arbitrators shall be final and binding on the Parties. The arbitrators' award shall be consistent with the limitations of liability and other terms and conditions set out in the Contract.

## **21. CONFIDENTIAL INFORMATION:**

21.1. In connection with the Contract a Party (hereinafter the "Receiving Party") may discover, receive, or otherwise acquire, whether directly or indirectly, information related to the other Party (hereinafter the "Disclosing Party") or Affiliates of the Disclosing Party or its Affiliates' businesses, or information of third parties that the Disclosing Party is obligated to keep confidential (collectively, in whatever form or medium, "Confidential Information"). Confidential Information shall not include information (i) that is, or becomes, publicly known through no wrongful act or omission, direct or indirect, of the Receiving Party or its officers, directors, employees, Affiliates or consultants, (ii) that was already known to Receiving Party without obligations of confidentiality prior to the receipt from Disclosing Party, as reasonably evidenced by the Receiving Party, and was legitimately in Receiving Party's possession, without any obligation to keep such information confidential, (iii) that Receiving Party independently develops without the use of any Confidential Information of Disclosing Party, or (iv) that Receiving Party receives or has received on a non-confidential basis from a source other than Disclosing Party that is entitled to disclose the same to Receiving Party; provided however that Receiving Party is able to provide Disclosing Party with the documentary evidence regarding any of the exceptions (if any) or as required in connection with any rules or requirements of any stock exchange on which such Party is listed or may be listed, or as may otherwise be required by applicable Law.

21.2. Receiving Party shall (i) use Disclosing Party's Confidential Information solely in connection with the exercise of its rights or performance of its obligations under the Contract, and (ii) disclose Disclosing Party's Confidential Information only as necessary to its officers, employees, Affiliates, consultants, including legal advisors and auditors whose duties relate to the Contract and reasonably require familiarity with such information in order for Receiving Party to perform its obligations or exercise its rights hereunder and who are bound by a legally enforceable written obligation of confidentiality with terms that are the same as, or more stringent than, those set out herein. Each Party shall be liable for any losses and/or damages incurred by the Disclosing Party resulting from such disclosure of Confidential Information by the above-mentioned persons to any Third parties.

21.3. Subject to the exceptions to the confidentiality obligations set out in this Clause above, neither Party (nor its Affiliates, subsidiaries or other related parties) may disclose, publish or otherwise communicate the contents of the Contract to any Third Party without the prior express written consent of the other Party (which consent shall not be unreasonably withheld or delayed); each Party shall be permitted to disclose the terms and conditions of the Contract (i) to actual or potential investors and Subject to the exceptions to the confidentiality obligations set out in this Clause above, neither Party (nor its Affiliates, subsidiaries or other related parties) may disclose, publish or otherwise communicate the contents of the Contract to any Third Party without the prior express written consent of the other Party (which consent shall not be unreasonably withheld or delayed); each Party shall be permitted to disclose the terms and conditions of the Contract (i) to actual or potential investors and lenders and their authorized representatives under written confidentiality agreements that protect the confidentiality of the contents of the Contract which are the same as, or more stringent than, those set out herein, or (ii) as required in connection with any rules or requirements of any stock exchange on which such Party is listed or may be listed, or (iii) as may

otherwise be required by the applicable Law, or (iv) as may be reasonably required for the performance of the Parties obligations under the Contract; provided however, that the Party making a disclosure pursuant to an exception set forth in the preceding subsections (i) or (iv) shall provide the other Party with prior written notice and shall, to the extent practical, cooperate with the other Party in seeking confidential treatment of the information to be disclosed (if and to the extent available), or (v) to its Affiliates under written confidentiality agreements that protect the confidentiality of the contents of the Contract which are the same as, or more stringent than, those set out herein. In addition to the aforesaid exceptions, the Seller is permitted to disclose without the Buyer's prior consent the Confidential Information to any bank with regard to factoring.

21.4. No press release referring to the Contract or utilizing the other Party's name shall be made without the prior written consent of the other Party.

## **22. MISCELLANEOUS**

22.1. No set-off may be made against any claims unless otherwise agreed in writing by the Seller in advance. Under no circumstances the Buyer shall be entitled to set-off against the payment (including any VAT payable) under the Contract any sums owed to the Buyer by the Seller under the Contract or any other agreement it has with the Seller. For the avoidance of any doubt the Seller shall be entitled at all times to set off against any and all amount owing at any time from the Buyer to the Seller against any amount payable at any time by the Seller under the Contract.

22.2. Each Party hereby represents and warrants to the other that:

- a) it has the authority to enter into and perform its obligations under the Contract,
- b) the Contract has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, binding obligation, enforceable against such Party in accordance with its terms,
- c) it is a corporation duly organized, validly existing and in good standing under the laws and regulations of its jurisdiction of incorporation or formation,
- d) neither the execution of the Contract nor its performance thereunder conflicts with any applicable Law or any other contract to which it is a party or any obligation to which it is subject
- e) within 5 (five) days after the relevant event, the Party so effected will inform the other Party of any changes or amendments to its direct or indirect ownership.

22.3. Health, Safety and Environment:

22.3.1. The Goods supplied by the Seller are in a condition which the Seller reasonably considers to not constitute a hazard to health or safety, provided that the Goods are handled, used and stored in accordance with industry best practice safety practices applicable to the Goods. The Buyer shall, for its own protection, consult the Manufacturer's Material Safety Data Sheet (MSDS) (if any), relevant codes of practice and factory inspectorates with regard to adequate hygiene, safety and environmental standards and enforcement thereof, with respect to handling, processing and storing of the Goods, their by-products and wastes of any sort.

22.3.2. The Buyer warrants to the Seller that it is aware of and understands the information in the MSDS for the Goods and it will adopt appropriate procedures to ensure that all persons or agents authorized by the Buyer to carry out any of the rights, duties or obligations of the Buyer under the Contract and all of the Buyer's other officers, employees, contractors and agents who are involved in the loading, transportation, delivery, handling or use of the Goods sold and delivered to the Buyer under the Contract are aware of, and comply with the information provided in the relevant MSDS.

22.3.3. The Buyer accepts the inherent risks associated with the Goods as set out in this Article 22.3.3 and shall accordingly have no claim of any kind against the Seller directly or indirectly arising from damage to any property or person as a result of direct or indirect exposure to the Goods.

22.3.4. The Seller shall not be liable for any cost, loss or damage resulting from the receipt of the Goods in non-compliant storage facilities. The Buyer shall indemnify the Seller against any claim

which any third party might have or bring against the Seller in this respect.

22.3.5. Any advice given by the Seller concerning storage, transport, use or application of the Goods delivered shall be on a without prejudice basis and the Seller shall not be liable for any loss, damage or expense resulting from observance of such advice.

22.3.6. In purchasing the Goods, Buyer shall not obtain any rights to any intellectual property in or relating to the Goods, including (without limitation) any trade marks, copyright, patents or rights in designs and, where such intellectual property is capable of registration, whether or not the same is registered.

22.3.7. If, at any time, any provision of the Contract is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired



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