

ANNEX 1. Terms and Conditions Applicable in Case of EXW and FCA Deliveries

This Annex is an integral part of OASIS GLOBAL TRADING FZ-LLC GENERAL TERMS & CONDITIONS OF SALE and stipulates specific provisions applicable for EXW and/or FCA sales.

A1-1. The Seller shall arrange placement of the Goods at the Terminal (warehouse) agreed in the Sales Confirmation.

A1-2. *Cost of Storage upon Delivery.*

- (a) The storage period of the Goods at the Terminal (warehouse) shall be 20 (twenty) days from the date of the warehouse Release (in case of EXW) or from the date when the Seller sends to the Buyer a written notification stating that the Goods are at the disposal of the Buyer or the carrier or another person nominated by the Buyer ready for loading (in case of FCA).
- (b) The Buyer shall cover all expenses arising from the Goods storage at the Terminal (warehouse) starting from the 21st (twenty-first) day. The Buyer shall negotiate and settle these storage costs directly with the Terminal (warehouse), without any involvement or accountability of the Seller. If the Seller bears expenses related to the storage of the Goods at the Terminal (warehouse) after the date mentioned above, the Buyer shall compensate such expenses to the Seller.

A1-3. *FCA Loading Arrangements.*

- (a) In case of FCA deliveries the Seller shall arrange loading of the Buyer's trucks at the Terminal (warehouse) at the Seller's own expense.
- (b) The Buyer shall place sufficient number of trucks at the Terminal (warehouse) specified in the Sales Confirmation. The Buyer shall, not later than 24 hours before the trucks' arrival for loading, send to the Terminal (warehouse) the transport instructions on filling-in of the supporting documents, indicating the date of arrival, the date of loading, the numbers of the trucks, the names of the drivers, quantity (tn), packaging, normal load of one truck.
- (c) The trucks should be in serviceable condition suitable for loading and transportation of the Goods. Cargo compartments should be clean and dry at the time of loading and transportation. To exclude the damage of the packing in the truck

no sharp metallic projections or foreign objects should be inside. In case of nonfulfilment of the above requirements by the Buyer, the Seller shall not be responsible for any delay until the transport is in proper condition to start loading.
(d) The Seller will issue a FCA Release to the Buyer and a copy of the same will be provided to the warehouse operator. The Buyer's trucks will be allowed into the Terminal (warehouse) area for loading only after the Seller authorizes the same to the warehouse operator.

A1-4. *FCA Weight Determination.*

In case of FCA deliveries:

- (a) Empty trucks shall first pass through the Terminal (warehouse) weighbridge to record tare weight (empty truck weight) prior to arrival at the Terminal (warehouse).
- (b) Upon loading the trucks shall be sealed and shall pass through the Terminal (warehouse) weighbridge to measure and record gross weight.
- (c) The net weight calculated by the Terminal (warehouse) weighbridge and indicated in the waybill/CMR shall be final and binding upon both Parties.