

ANNEX 2. Terms and Conditions Applicable in Case of FOB Deliveries

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

A2-1. **Contract for Carriage.** The Buyer shall contract at its own cost for the carriage of the Goods from the agreed port of loading.

A2-2. **Vessel Nomination.**

- (a) The Buyer shall nominate a suitable vessel in time for the Seller to perform its obligations under the Contract, but in any event not later than 14 (fourteen) days prior to commencement of the agreed laycan, unless otherwise agreed by the Parties.
- (b) Such nomination must be in writing and shall specify: (i) the laycan; (ii) the vessel's name and its characteristics (IMO number, date built, flag, net tonnage, etc.); (iii) demurrage rate for delay in loading, which shall be the rate specified in the charter party between the Buyer and the owner of the vessel; (iv) ETA of the vessel to the port of loading. Vessel's certificates (class, P&I, etc.) shall be provided together with the nomination where reasonably available.

A2-3. **Vessel Acceptance.** The Seller shall give notice accepting or rejecting the vessel nomination as soon as reasonably practicable, but in any event within 48 (forty-eight) hours SSHEX. The acceptance of the vessel nomination shall not be unreasonably withheld or delayed.

Notwithstanding the foregoing, the Seller shall have the right (in its reasonable discretion) to reject any vessel which does not comply with port regulations, safety standards, sanctions compliance requirements or the Seller's reasonable commercial standards.

A2-4. **Vessel Renomination.** In case of the Seller's reasonable rejection together with the explanation of such rejection of the vessel, the Buyer shall nominate and give notice of an alternative vessel in accordance with the provisions of Clause A2-2 above.

A2-5. **Part-Cargo.** If the Goods are to be delivered as a part-cargo, the Buyer shall provide the vessel for loading of the Seller's part of the Goods first or shall obtain the Seller's approval in case of

different loading sequences. In case of splitting the Goods into lots with separate bills of lading and loading of each lot into a separate hold, all the intermediate surveys shall be at the Buyer's cost. During these intermediate surveys the laytime shall stop counting until the end of the surveys.

A2-6. **Arrival of Vessel.**

- (a) The Buyer shall ensure that the master of the vessel reports its position and the latest ETA at the port of loading to the agent advised by the Seller by e-mail, telegraph, fax or letter each of 7 (seven), 5 (five) and 3 (three) calendar days prior to the vessel's arrival at the port of loading and each of 48 (forty-eight), 24 (twenty-four) and 4 (four) hours prior to the vessel's arrival to the reception buoy, and if duration of the voyage is less than 48 (forty-eight) hours, then not later than 2 (two) hours after departure of the vessel from the previous port, to the port authority and to any party as instructed by the Seller.
- (b) The preliminary notice shall contain the following information: the name of the vessel, type of cargo declared for loading, flag, scheduled date of arrival of the vessel to the port, maximum draft on arrival/departure, the maximum length, the maximum beam, structural height of board, availability of ship's cargo-lifting facilities, quantity of holds/covers, dimensions of covers, during winter navigation – presence of ice class and capacity of the vessel's power plant.
- (c) The master of the vessel shall, concurrently with submitting the preliminary notice, provide the port of loading with the following data:
 - full requisites;
 - communication methods;
 - full names of the senior officers and persons responsible for agency

service of the vessel stating the round-the-clock methods of communication with them.

- (d) If the master of the vessel fails to give the 48 (forty-eight) and 24 (twenty-four) hours notices, the vessel shall be handled following the procedure prescribed by the port authorities and the laytime shall not start to count until the actual beginning of the loading.
- (e) If the vessel fails to arrive at the port of loading within the agreed laycan, the Buyer shall request extension. The Seller shall have no obligation to grant such extension and may terminate the Contract without liability if extension is not commercially feasible. Any additional costs incurred by the Seller as a result of such late arrival and/or extension request (including storage, handling and logistics costs) shall be for the Buyer's account.
- (f) The owner of the vessel shall present to the port authorities the executive cargo plan for acceptance not later than 3 (three) days prior to arrival of the vessel for loading.

A2-7. NOR (Notice of Readiness)

- (a) The performing vessel shall be entitled to tender the NOR upon its arrival within the commercial area of the port of loading.
- (b) The NOR and other notices shall be tendered by the master of the vessel by e-mail, telegraph, fax or letter during 08:00 a.m. – 05:00 p.m. local time at the port of loading SSHEX.
- (c) The NOR shall not be tendered prior to the 1st (first) day of the agreed laycan.
- (d) Before tendering the NOR, the vessel's holds/ hatches must be free from any residues of previous cargoes and free from any rust scale and/or paint scale, must be properly swept, cleaned and dried and ready for the Seller's surveyors' acceptance. Should the vessel fail to pass the hold inspection, the owner of the vessel shall arrange cleaning at its time and expenses, the NOR shall be considered invalid and the master of the vessel shall re-tender the NOR after the

vessel passes inspection and approved by the Seller's surveyors.

A2-8. Loading and Loading Facilities.

- (a) The Seller shall be responsible for fulfilling the loading conditions at the port of loading.
- (b) The vessel nominated by the Buyer shall be in full conformity with the requirements of the port of loading. The Buyer shall ensure that it, or any parties contracted by it, shall abide by the safety and access procedures at any facility utilized by the Seller with respect to the Contract. The Buyer shall indemnify and hold harmless the Seller against any claims, losses or liabilities arising from the acts or omissions of the vessel, its master, crew or agents. The Buyer shall also be responsible for any damage caused to the terminal/port/loading facilities by the vessel and/or Buyer's contractors.
- (c) The Buyer shall provide the Seller with documentary instructions for the loading of the vessel with such details as are necessary for the issue of loading orders for export cargoes, mate's receipts or bills of lading, not later than 5 (five) Business Days prior to the scheduled commencement of loading. Drafts shipping documents must be confirmed by the Buyer within working days and hours (local time at the port of loading) prior to the completion of the loading of the vessel. Demurrage for the period awaiting the approval of the final drafts shipping documents by the Buyer shall be for the Buyer's account. The Seller shall not be liable for any delay caused by late approval of shipping documents by the Buyer.
- (d) The Buyer shall guarantee that the vessel is fitted with suitable gear, winches, derricks, cranes etc. for loading the cargo and the same to be made available for use by the Seller free of charge, in loading the cargo.
- (e) The Seller shall not be responsible for the delay of the vessel if the owner of the vessel fails to pay the disbursement expenses.

A2-9. Laytime.

- (a) Used laytime and time on demurrage shall be calculated in accordance with the provisions of the Contract and the vessel nomination accepted by the Seller.
- (b) Laytime shall start to count from 2:00 p.m. local time if the NOR for loading is tendered before noon (including noon) and from 8:00 a.m. the next working day if the NOR is tendered after noon.
- (c) Any time used for loading prior to the commencement of the laytime shall not count as used laytime.
- (d) If, upon entering the port of loading, the vessel fails to obtain free pratique or customs clearance, or is for any other reason whatsoever unfit or not fully ready to load the cargo, the NOR shall be invalid and time shall not count as laytime or time on demurrage until the vessel is fully ready in all respects to proceed with the loading operations and has tendered a valid NOR. If the vessel is not in all respects ready to load, laytime shall not commence and any resulting delay shall be for the Buyer's account.
- (e) Time used for the pilotage of the vessel from the pilot station to the loading berth, shifting, inward clearance, gangway lowering, mooring, holds opening, holds acceptance and all draft surveys (including intermediate draft surveys), ballasting and de-ballasting and other procedures for which the owner is responsible shall be excluded from the laytime or time on demurrage.
- (f) Shifting of the vessel from any previous loading berth, waiting berth or anchorage, including waiting time for pilot/navigation permission, to the Seller's loading berth to commence loading operations of the Seller's lot, shall be considered as a part of the voyage and to be for the owner's account and time, even if the vessel is already on demurrage.
- (g) Maximum 2 (two) safe berths shall be allowed for loading operations (unless otherwise agreed by the Parties), and shifting from the 1st (first) safe berth to the 2nd (second) safe berth shall be for the

owners'/ the Buyer's account, and time shall not count as laytime or time on demurrage.

- (h) Loading of the cargo by the Seller to other consignees on the same vessel shall be excluded from the laytime or time on demurrage.
- (i) Time during which the vessel is unable to load in accordance with the Contract shall not count as laytime or time on demurrage.
- (j) Any congestion, strike, labor disruption, governmental restriction or terminal limitation shall likewise be excluded from laytime and demurrage calculations. For the avoidance of doubt, time excluded from laytime under this Clause shall not give rise to any claim against the Seller.
- (k) Laytime or time on demurrage shall stop counting upon completion of the loading operations.

A2-10. Overtime. Overtime shall be at cost of the Party ordering the same. Overtime ordered by the port authority shall be for the account of the Buyer.

A2-11. Demurrage & Despatch.

- (a) Demurrage and despatch settlements between the Seller and the Buyer shall be made at the rates specified in the vessel's nomination.
- (b) In case of shipment on part-cargo terms, the demurrage amount shall be calculated pro rata to the Seller's part of the Goods loaded on board the vessel. If demurrage occurred by fault of another shipper, it shall be for the owners'/ the Buyer's account, and time shall not count as laytime or time on demurrage.
- (c) If the vessel fails to arrive at the port of loading within the agreed laycan, (i) the Seller shall be entitled to impose a penalty on the Buyer at the rate of USD 1.00 (one) per metric ton per calendar day for the period from the day following the last day of the agreed laycan until the day when the valid NOR is tendered, and the Buyer shall be obliged to pay such penalty, and (ii) the Buyer shall be obliged to compensate the Seller for any additional costs, losses and expenses incurred as a

result of such delay, including without limitation storage, handling, logistics, re-nomination and administrative costs;

- (d) All despatch, detention, penalties and other vessel-related costs shall be payable by the Buyer within 10 (ten) days of invoice without set-off or deduction;
- (e) The Seller shall not be liable for demurrage unless expressly agreed in writing in the Sales Confirmation.