ANNEX 3. Terms and Conditions Applicable in Case of CFR and CIF Deliveries

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

A3-1. ***Contract for Carriage***.

(a) The Seller shall contract or procure a contract for the carriage of the Goods on the terms specified in the Contract and in the nomination of the vessel, based on “GENCON” Charter Party Proforma (the “**GENCON Proforma**”) or such other charter party form as is customary in the relevant trade and acceptable to the Seller.

(b) The terms and conditions specified in the vessel nomination accepted by the Buyer in writing shall be considered part of the Contract solely to the extent they relate to carriage and port operations (including laycan, NOR, laytime, demurrage/despatch and discharge rates) and shall not amend any payment, quality/quantity, title, risk, sanctions, compliance or other non-carriage provisions of the Contract and/or these GTC. In case sales in containers, terms and conditions specified in the booking confirmation and/or any contract of carriage however named with the shipping line or freight forwarder for the carriage of the cargo shall be considered part of the Contract solely to the extent they relate to carriage and port operations (including free storage time, demurrage and detention rates) and shall not amend any payment, quality/quantity, title, risk, sanctions, compliance or other non-carriage provisions of the Contract and/or these GTC.

(c) The terms and conditions related to the carriage of the Goods, to the extent not provided for in the nomination of the vessel, the Sales Confirmation and these GTC, shall be in accordance with the applicable GENCON Proforma (as may be amended by the Seller in the charter party, provided such amendments relate to carriage/port operations).

(d) The Buyer shall join arbitration and/or any other proceedings under or in connection with the contract of carriage (charter party), if required by the Seller, including, where applicable, by providing written consents, acknowledgements and/or assistance reasonably required for the Seller’s conduct of such proceedings.

A3-2. ***Vessel Nomination***.

(a) The Seller shall nominate a suitable vessel in time for the Seller to perform its obligations under the Contract. The Seller shall have the right (but not the obligation) to substitute, re-nominate or re-route the vessel in accordance with this Annex.

(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 discharging. Vessel’s certificates (class, P&I, etc.) shall be provided together with the nomination where reasonably available to the Seller.

A3-3. ***Vessel Acceptance***. The Buyer shall give notice accepting or rejecting the vessel nomination as soon as reasonably practicable, but in any event within 24 (twenty-four) hours SSHINC. The acceptance of the vessel nomination shall not be unreasonably withheld or delayed. Any rejection shall be valid only if notified in writing within such 24-hour period and is reasoned and based on objective grounds related to the vessel’s inability to meet agreed specifications and/or port requirements.

A3-4. ***Loss of Availability of Vessel***. In addition to any other remedies which may be available in contract or at law, if availability of vessels for charter is lost to the Seller due to the Buyer’s unreasonable delay in accepting the nominated vessel, or the Buyer’s failure to accept the vessel as agreed in the Contract or perform its obligations, the Seller may, at its option, exercised by notice to the Buyer, either (i) declare the Contract avoided, or (ii) extend the agreed laycan or shipment period with the necessary additional expenses for the Buyer’s account. Any and all expenses, damages and losses and costs arising directly or indirectly as a result of the loss of availability of the vessel shall be for the Buyer’s account and responsibility, including, without limitation, increased freight, cancellation fees, standby costs, additional storage, insurance, financing costs and legal fees.

A3-5. ***Vessel Renomination***. In case of the Buyer’s reasonable rejection together with the explanation of such rejection of the vessel, the Seller shall, as soon as practical, nominate and give notice of an alternative vessel. The Seller shall not be liable for any delay resulting from such re-nomination.

A3-6. ***Substitute Vessel***. The Seller may (but is not obliged to), prior to commencement of loading, nominate, in accordance with the terms and conditions set forth herein, a substitute vessel for a vessel previously nominated. Any substitute vessel shall be deemed “suitable” if it meets the customary requirements of the trade and the port(s) concerned.

A3-7. ***Co-Shipment, Commingled Shipment and Part-Cargo***.

(a) Co-shipment, commingled shipment and shipment on part-cargo terms are allowed.

(b) If a shipment is a part of a consolidated shipment with other consignees, the Seller shall be entitled (but not obliged) to require and order that any surplus or shortage in the whole volume of the Goods at their discharge from the vessel, as compared to the quantity specified in the bills of lading, is distributed proportionally among all the consignees, and the Buyer shall accept such a distribution. This Clause does not impose on the Seller any responsibility for such distribution or non-distribution or any responsibility for any shortage in the volume of the Goods at their discharge from the vessel as compared to the quantity specified in the bills of lading. For the avoidance of doubt, any claims for shortage/overage shall be addressed in accordance with the quantity determination provisions of the Contract and/or these GTC.

A3-8. ***Arrival of Vessel***.

(a) The Seller shall request the owner of the vessel that the master of the vessel reports its position and the latest ETA at the port of discharge by e-mail, telegraph, fax or letter each of 72 (seventy-two), 48 (forty-eight) and 24 (twenty-four) hours prior to the vessel's arrival at the port of discharge to any party as instructed by the Buyer. The Seller shall not be liable for any failure of the owner/master to provide such notices.

(b) Arrival dates to the port of loading and/or to the port of discharge shall be approximate only, and the Seller shall not be liable for any delay, regardless of the cause of such delay, except to the extent caused solely by the Seller's willful misconduct.

(c) Changes in the performing vessel's ETA and laycan shall be deemed to automatically extend the agreed shipment period. Any resulting additional costs (including storage, financing and insurance) shall be for the Buyer's account to the extent arising from Buyer's acts/omissions or destination/port constraints.

A3-9. ***NOR (Notice of Readiness)***.

(a) The performing vessel shall be entitled to tender the NOR upon its arrival at the port of discharge or so near thereto as she may safely get (always afloat), whether in port or not, whether in berth or not, whether in free pratique or not, whether customs cleared or not.

(b) The NOR and other notices shall be tendered by the master of the vessel by e-mail, telegraph, fax or letter at any time day and night 24 hours at the port of discharge SSHINC. Any failure or delay in tendering NOR due to port/authority/terminal restrictions shall be for the Buyer's account.

A3-10. ***Discharge and Discharging Facilities***.

(a) The Buyer shall ensure that the discharging berth, terminal and installations together with all their facilities and equipment comply in all respects with the requirements of the ISPS Code. The Buyer shall nominate the berth to which the vessel can safely reach and leave and at which she can lie and discharge at all times afloat.

(b) Discharging shall be at one safe berth / anchorage always afloat always accessible. Any shifting to the second and any subsequent berth / anchorage (if used), including fuel, shall be at the Buyer's risk and expense, and time used for shifting shall count as used laytime or time on demurrage.

(c) If a berth is not available on the vessel's arrival, the vessel may remain outside the port until she is able to proceed to a berth. All time waiting for a berth shall count fully as used laytime or time on demurrage. The Buyer shall be responsible for any costs incurred as a result of the unavailability of a berth. This shall include, without limitation, any anchorage dues, port charges, additional insurance premiums and/or war risk premiums.

(d) If there is more than one port of discharge, the rotation of the ports of discharge shall be in the Seller's option. The quantities discharged at each port and the manner of discharge shall not be such as may, in the estimation of the master of the vessel, put at risk or adversely affect the vessel's seaworthiness, stress or stability.

(e) The Buyer shall be responsible for arranging the discharge of the cargo from the vessel by its means and at its time and expense. The discharge rates shall be specified in the nomination of the vessel. If the Buyer fails to arrange discharge as required, the Seller may (but is not obliged to) arrange discharge on the Buyer's behalf and the Buyer shall reimburse all costs on demand (including, without limitation, stevedoring, terminal charges, port dues, agency fees and any related demurrage/detention).

A3-11. ***Laytime***.

(a) Used laytime and time on demurrage shall be calculated in accordance with the provisions of the Contract, of the vessel nomination and of the charter party.

(b) Laytime shall start to count from 1:00 p.m. local time if the NOR for discharging 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 discharging prior to the commencement of the laytime shall count as used laytime.

(d) If the vessel's departure from the port of discharge is delayed after discharge for cargo documents or other Buyer's purposes, the time shall continue counting uninterrupted as laytime or time on demurrage until completion of such Buyer's purposes. Any additional costs thereby incurred (including port dues, agency fees and detention) shall be for the Buyer's account.

A3-12. ***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.

A3-13. ***Stevedores***. Stevedores at the port of discharge shall be appointed by the Buyer and the Buyer shall be responsible for timely discharging of the vessel free of risk and expense to the vessel and for any stevedore damage and its related cost caused to the vessel and/or the Goods. The Buyer shall indemnify the Seller against any claims by the vessel owner/terminal arising from stevedores' acts or omissions.

A3-14. ***Agents at Port of Discharge***. Agents at the port of discharge shall be nominated by the Seller and/or the owner of the vessel. Any port agency costs at the port of discharge shall be for the Buyer's account, unless expressly included in freight and confirmed in the Sales Confirmation.

A3-15. ***Demurrage & Despatch***.

(a) If the vessel is delayed in the port of discharge longer than the laytime allowed, the Buyer shall pay demurrage at the rate specified in the vessel's nomination.

(b) Despatch rate shall be specified in the vessel's nomination and shall be for the actual working time saved. For the avoidance of doubt, no despatch shall be payable by the Seller unless expressly stated in the Sales Confirmation and/or the vessel nomination accepted by the Buyer.

(c) Settlements for demurrage and despatch shall be in USD and shall be made within 15 (fifteen) days from the date of submission of the agreed calculations, but not later than 45 (forty-five) days after the completion of discharging. A claim for demurrage or despatch shall be accompanied by the confirming documents. All amounts due under this Clause shall be paid in full without set-off, counterclaim, deduction or withholding.

(d) If the Buyer fails to pay demurrage and/or any other amounts when due, the Seller may invoice default interest in accordance with Clause 6.6 and/or Clause 19.2 of these GTC (as applicable) (or, if not applicable, at 12% per annum), calculated daily until payment in full.

A3-16. ***Ice and Weather Conditions***. Should ice or bad weather conditions delay the shipment or the arrival of the vessel to the port of loading by the agreed laycan, the Seller may, at its option, exercised by notice to the Buyer within a reasonable time, extend the agreed laycan and/or the shipment period and fulfil the Contract or any outstanding part thereof in one or more lots. Any additional costs arising from such delay and/or splitting into lots (including storage, insurance, financing and additional port charges) shall be for the Buyer's account.

A3-17. ***Dues and Taxes***. All dues, taxes and charges on vessel shall be for the owner's account. All dues, taxes and charges on cargo and on freight at the port of discharge shall be for the Buyer's account. All dues, taxes and charges on cargo and on freight at the port of loading shall be for the Seller's account. For the avoidance of doubt, any duties, taxes, fees or charges imposed in the country of destination/transit (including customs-related charges) shall be for the Buyer's account.

A3-18. ***Main Shipping Routes Closure***. Should, after a Contract has been entered into, any major shipping route, such as, but not limited to, Bosporus, Dardanelles, Suez, Panama, Hormuz, Malacca, and/or the port of loading and/or the port of discharge be closed, suffer throughput or operational capacity constraints, be affected by a supervening unsafety event or be declared (officially or unofficially) an excluded zone by the vessel's insurance underwriters, or by any authority, and such closure, constraints, event or exclusion affects the delivery or transportation of the Goods under the Contract, then the Seller shall be entitled (but not obliged) to, in each case at the Buyer's cost and without any liability of the Seller to the Buyer: (i) ship the Goods through an alternative route; (ii) direct the vessel to an alternative port of loading or port of discharge; (iii) order the loading or discharge of the Goods to be made after the port of loading or the port of discharge restarts its normal operations. The Buyer shall compensate the Seller for any additional costs and expenses, including, but not limited to, any increase in freight or insurance (including war risk premiums), additional port/terminal charges, storage, financing, and any costs of deviation, delay or re-routing.(iv) If the Seller reasonably determines that performance has become illegal, prohibited by sanctions/export control, or commercially impracticable due to the events described above, the Seller may suspend performance or declare the affected part of the Contract avoided without liability, provided that the Buyer shall remain liable for all accrued costs and amounts due up to the date of suspension/avoidance.

A3-19. ***Insured Event***. In case of CIF deliveries, for the purposes of determining, whether there is an insured event constituted by a shortage/loss in weight of the Goods at the port of discharge as compared to the quantity finally accepted by the Buyer at the port of loading, the draft survey weight determined by the independent surveyor at the port of discharge shall be solely decisive for insurance purposes only and shall not amend the contractual quantity determination method under Clause 3.1.