

ANNEX 4. Terms and Conditions Applicable in Case of Deliveries by Railway

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

A4-1. The Buyer shall send to the Seller the transport instructions on filling-in of the railway documents not later than 7 (seven) Business Days before the date of shipment of the lot of the Goods.

A4-2. If the Buyer refuses to accept the planned quantity of the Goods for loading, the Seller shall have the right to require that the Buyer shall pay the Seller the expenses claimed by the carrier and/or railway authorities arising from this refusal of the transportation plan and the Buyer shall pay these expenses upon request of the Seller.

A4-3. Within 2 (two) Business Days after the shipment was made the Seller shall inform the Buyer about the shipment, indicating description of the Goods, gross weight, Contract number, numbers of railway wagons and railway bills.

A4-4. The Buyer shall immediately return empty railway wagons to the consignor as it is stated in the Seller's instructions for return of empty railway wagons after discharging.

A4-5. The Seller arranges the railway plan according to railway instructions given by the Buyer. In case the Buyer rejects railway plan or changes the destination station after the railway plan is arranged by the Seller, the Buyer shall pay to the Seller fines imposed by the carrier and/or railway authorities for rejection or correction of railway plans. A4-6. The Buyer shall be obligated to provide the Seller with the copies of the railway bills by fax or e-mail within 5 (five) days from the date of dispatch of empty railway wagons. If the Buyer fails to present the copies of the railway bills, the Seller shall be entitled to charge the fees for using the railway wagons for the entire time of such use by the Buyer.