OASIS GLOBAL TRADING FZ-LLC GENERAL TERMS & CONDITIONS OF SALE

1. APPLICABILITY

1.1. These General Terms and Conditions of Sale (“**GTC**”) shall form an integral part of and apply to all, and any sales contracts (hereinafter “**Contracts**”) concluded by Oasis Global Trading FZ-LLC (the “**Seller**”) through a sales confirmation (a “**Sales Confirmation**”) issued by any means of electronic communication or other means permitted by applicable law and expressly referring to these GTC.

1.2. Any terms not defined herein shall have the meaning specified in the Sales Confirmation.

1.3. In case of any inconsistency between these GTC and a Sales Confirmation, the Sales Confirmation shall prevail only to the extent that it expressly amends these GTC by specific reference to the relevant clause number(s) and wording to be replaced. No term of a Sales Confirmation shall be construed as limiting or prejudicing any protection or remedies afforded to the Seller under these GTC unless such limitation is expressly and specifically stated in the Sales Confirmation by reference to the relevant clause number(s) and the specific wording being limited or replaced.

2. CONTRACT CONFIRMATION

2.1. If a Sales Confirmation is sent by the Seller to the Buyer, the Sales Confirmation shall be deemed accepted and binding upon both Parties if the Buyer:

(a) signs and returns it; or

(b) fails, within 5 (five) Business Days from the date of a Sales Confirmation receipt, to return it duly signed or to notify the Seller in writing of its rejection or any inaccuracies, specifying in reasonable detail the terms objected to and the proposed amendments.

2.2. Any objections not expressly notified within such 5 (five) Business Day period shall be deemed irrevocably waived, and the Sales Confirmation shall be deemed finally accepted.

2.3. Without prejudice to Clause 2.1, the Contract shall in any event be deemed accepted by the Buyer if the Buyer performs any act consistent with the existence of the Contract, including (without limitation) making any payment, nominating a carrier or vessel, requesting Release, taking delivery, accepting documents, discharging, using, processing or reselling the Goods or otherwise exercising any right under the Contract.

3. DELIVERY & RISK TRANSFER

3.1. *Quantity and Quality*

For the purposes of determining quantity and quality of the Goods (and without prejudice to Clause 3.3 on delivery and risk transfer), the Parties agree that:

(a) as regards *quantity* – according to the weight indicated in the warehouse Release (in case of EXW) or in the accompanying transport documents (waybill, railway bill, CMR, etc., as applicable, in case of FCA, CPT, CIP, DAP and DPU) or according to the draft survey or big bags’ weight indicated in the bill of lading (as applicable) to be determined at the port of loading by an independent surveyor engaged by the Seller at its own expense (in case of FOB, CFR and CIF);

(b) as regards *quality* – according to the Certificate of Quality (or equivalent document, however named) issued by the manufacturer or an independent surveyor engaged by the Seller at its own expense.

Any claim in respect of the quantity or quality of the Goods must be submitted in writing within 30 (thirty) days from the date of delivery and must be duly supported by report of independent surveyor and documentary evidence reasonably satisfactory to the Seller. Any claim not made within such period and/or not properly documented shall be deemed irrevocably waived, and the Goods shall be deemed unconditionally accepted by the Buyer.

The Seller’s obligations with respect to the quality of the Goods are limited to the contractual description and quality specifications expressly set out in a Sales Confirmation. All guarantees, undertakings, representations, conditions, warranties or other terms, including without limitation those relating to satisfactory quality, suitability for any particular purpose, correspondence with the sample, compliance with any local or other regulatory requirements or standards, are excluded unless they are expressly set out in the Sales Confirmation.

Claims made in respect of certain Goods/lots cannot serve as a ground for refusal of or postponement of the payment for such Goods when due or for refusal to accept and pay for other Goods under the same or another Contract between the Parties.

3.2. *Incoterms 2020*

The trade and shipping terms used in a Contract, including the date of delivery and transfer of risks, as stipulated in a Sales Confirmation, shall, unless otherwise agreed by the Parties, be interpreted in conformity with the Incoterms 2020 rules published by the International Chamber of Commerce.

3.3. *Date of Delivery & Risk Transfer*

Unless otherwise agreed by the Parties:

3.3.1. In case of ***EXW*** or ***FCA deliveries***, the date when the Seller or its representative sends a warehouse Release to the Terminal (warehouse) (in case of EXW) or delivers the Goods to the carrier or another person nominated by the Buyer as evidenced by the relevant transport documents (in case of FCA) shall be deemed as the *date of delivery* and the *date of transfer of risk* of loss of or damage to the Goods to the Buyer. The warehouse Release with acceptance of the Goods shall be signed and stamped by the Buyer and sent back to the Seller or its representative. In case of advanced payment, the warehouse Release will be sent after receipt of the full amount of the agreed prepayment by the Seller.

Failure by the Buyer to sign and return the Release shall not affect delivery or transfer of risk if the Goods have been released from the Terminal or handed over to the carrier as evidenced by terminal or transport records.

3.3.2. In case of ***FOB***, ***CFR*** or ***CIF deliveries***, *risk* of loss of or damage to the Goods shall be transferred to the Buyer, as soon as the Goods are placed on board the vessel at the port of loading. The Shipped on Board Date indicated in the bill of lading (and in case the Shipped on Board Date is missing in the bill of lading – the date of issue of the bill of lading) or the date of the mate's receipt (if the bill of lading is missing or is to be issued at a later point of time) shall be deemed as the *date of delivery*.

3.3.3. In case of ***CPT delivery***, the date of transfer of the Goods to the first carrier shall be deemed as the *date of delivery* and the *date of transfer of risk* of loss of or damage to the Goods to the Buyer.

3.3.4. In case of ***DAP delivery***, the date of the first stamp on the accompanying transport documents (waybill, railway bill, CMR, etc., as applicable) shall be deemed as the *date of shipment*. The date of the stamp on the accompanying transport documents (waybill, railway bill, CMR, etc., as applicable) at the place of destination shall be deemed as the *date of delivery* and the *date of transfer of risk* of loss of or damage to the Goods to the Buyer.

3.3.5. In case of ***DPU delivery***, *risk* of loss of or damage to the Goods shall be transferred to the Buyer, as soon as the Goods are unloaded from the arriving means of transport and are placed at the disposal of the Buyer at the place indicated in the Sales Confirmation. The date indicated in the transport documents, confirming the Goods acceptance at the place stipulated by the Sales Confirmation or, in case of notarized endorsement of a bill of lading, the date of such notarization shall be deemed as the *date of delivery*.

3.4. ***Documents Relating to the Goods***

The Seller shall hand over to the Buyer the documents relating to the Goods and specified in the Sales Confirmation.

Without prejudice to Clause 19.2, if the Buyer fails to pay any amount when due or if the Seller reasonably believes that the Buyer's ability to pay is impaired, the Seller may exercise its rights under Clause 19.2.

The Buyer shall not pledge, charge, encumber or otherwise dispose of the Goods prior to full payment to the Seller. The Buyer shall indemnify the Seller for all costs and expenses (including legal fees) incurred in exercising the Seller's rights under this Clause 3.4.

4. TITLE TRANSFER

Title to the Goods shall pass to the Buyer on the date of delivery, but, in cases other than deferred payment, not earlier than upon receipt by the Seller of full payment of all amounts due under the relevant Contract.

Until full payment of all such amounts, the Seller shall retain title to the Goods.

5. PRICE

The Buyer shall pay for the Goods the price specified in or determined in accordance with the Sales Confirmation without any deduction, set-off or counterclaim, except as expressly agreed in writing by the Seller.

Unless otherwise expressly stated in the Sales Confirmation, the price is exclusive of any taxes, duties, levies, charges or costs imposed after the date of the Sales Confirmation, which shall be borne by the Buyer.

6. PAYMENT

6.1. Payment terms shall be specified in a Sales Confirmation. Each payment shall be effected in the Contract currency, within the period and to the bank account of the Seller specified in the Sales Confirmation or otherwise notified in writing by the Seller.

6.2. The following shall apply to the payment terms chosen by the Parties in the Sales Confirmation:

6.2.1. In case of *prepayment* or *advanced payment*:

A payment shall be made by the Buyer by bank transfer against a scan copy of the proforma invoice issued by the Seller not later than within 3 (three) Business Days after the date of the proforma invoice. The commercial invoice will be issued and sent to the Buyer after receipt of the full amount of the agreed prepayment by the Seller in cleared funds.

6.2.2. In case of *CAD* ("*Cash Against Documents*"):

A payment shall be made by the Buyer by bank transfer against a scan copy of the commercial invoice issued by the Seller and a scan copy of the documents relating to the Goods and specified in the Sales Confirmation not later than within 3 (three) Business Days after the date of the commercial invoice. The originals of the documents will be sent to the Buyer after receipt of the full agreed payment amount by the Seller in cleared funds.

6.2.3. In case of *deferred payment*:

A payment shall be made by the Buyer by bank transfer against a scan copy of the commercial invoice issued by the Seller within the period specified in the Sales Confirmation. Deferred payment term is always subject to credit insurance covering the Buyer's payment default to the extent required by the Seller or its insurers. If such credit insurance ceases to cover 100% of the outstanding amount of the Goods' value or is withdrawn, reduced or amended adversely, the Buyer shall be obliged to pay the non-covered amount not later than within 3 (three) Business Days after the Seller's notice.

The Seller shall have no obligation to maintain or procure credit insurance for the benefit of the Buyer.

6.2.4. In case of ***letter of credit*** (***documentary credit***):

(a) The letter of credit shall be irrevocable and issued at the request of the Buyer in favour of the Seller (and, if applicable, confirmed) by a bank and in a form acceptable to the Seller, covering 100% value of the Goods allowing for the agreed tolerance in both quantity and/or amount;

(b) The letter of credit shall be available and negotiable with the Seller's bank and shall be advised to the Seller not later than 5 (five) Business Days after the Sales Confirmation date;

(c) Spelling mistakes not affecting unit price, quantity and/or amount shall be acceptable;

(d) Charter party bills of lading, short-form bills of lading, stale documents, third party documents shall be acceptable;

(e) Partial shipments and underdrawings shall be allowed;

(f) Documents constituting presentation and other terms of the letter of credit shall be specified in a Sales Confirmation;

(g) Any discrepancy not affecting the substance of the transaction or the Seller's entitlement to payment shall not constitute grounds for refusal of payment.

6.2.5. In case of *combined payment* terms or where an *adjusting settlement* is required the Parties shall agree on additional terms in the Sales Confirmation. An adjusting settlement, if any, shall be made against a scan copy of the commercial invoice or credit note issued by the Seller not later than 5 (five) Business Days after the date of such invoice or note, unless otherwise agreed in the Sales Confirmation.

6.3. The moment the funds are credited to the bank account of the Seller in cleared and freely transferable funds shall be deemed as the moment when the Buyer's payment obligations are fulfilled.

6.4. The Buyer acknowledges that payments under the Contract may be subject to compliance, sanctions screening, or internal policies of banks involved in the transaction. Any delay, blocking or rejection of a payment by the Buyer's bank, correspondent banks, intermediary banks or the Seller's bank shall not release the Buyer from its payment obligations under the Contract. The Buyer shall promptly provide an alternative payment route, bank or currency acceptable to the Seller and shall bear any additional costs incurred as a result.

6.5. All banks' commissions and fees of the Seller's bank shall be for the Seller's account; all banks' commissions and fees of the Buyer's bank and any intermediary or correspondent banks involved in the transfer of funds shall be for the Buyer's account shall be paid by the Buyer and shall not reduce the amount receivable by the Seller.

6.6. The Buyer shall make all payments without any deduction, offset or counterclaim, or withholding on account of any tax. If the Buyer is required by law to make a deduction or withholding for or on account of tax, the amount of the affected payment shall be increased to an amount which (after making the deduction or withholding for or on account of tax) leaves the Seller with an amount equal to the payment which would have been received by the Seller if no such deduction or withholding had been required. The Buyer shall not exercise any right of set-off, retention or suspension of payment, whether arising under the Contract or otherwise, without the Seller's prior written consent.

6.7. If the Buyer violates the obligations to ensure the payment for the Goods under the Contract within the agreed period, the Seller shall be entitled to require that the Buyer shall pay the Seller a liquidated damages at the rate of 0.1% of the delayed amount per every day of the delay, and the Buyer shall be obligated to pay the Liquidated damages upon request of the Seller. Such Liquidated damages shall accrue on a daily basis without any maximum cap and shall be payable without prejudice to the Seller's right to claim additional damages and/or default interest under applicable law.

6.8. If the Buyer fails to pay for the Goods within the agreed time and the overdue period exceeds 5 (five) Business Days, the Seller shall have the right to terminate any Contracts, or cancel a particular non-paid delivery thereunder, without any liability whatsoever, and the Contracts or the particular delivery thereunder shall be terminated or cancelled respectively from the moment of receipt of a relevant seller's notice to the buyer

The Seller shall have the right to exercise any of its rights under Clause 19.2.

Such termination of contract(s) shall not affect the Buyer's obligation to pay for Goods already delivered or shipped.

6.9. All payments under the Contract may, at the option of the Seller and upon request of the Seller or the Buyer, be effected by the Buyer in a currency other than the Contract currency on the terms stipulated in the Contract , using exchange rate separately agreed by the Parties. Bank details for payments in other currencies shall be provided by the Seller upon the Buyer's request. All banks' commissions are at the Buyer's expense. The Seller shall receive the full amount of payment with no deductions. Any foreign exchange risk between invoice date and payment date shall be borne exclusively by the Buyer.

6.10. If, in the reasonable opinion of the Seller, the Buyer's creditworthiness or financial condition deteriorates or the credit insurance conditions change adversely, the Seller may at any time: (a) require advance payment, bank guarantee or other security acceptable to the Seller; and/or (b) suspend further deliveries until such security is provided. If the Buyer fails to provide such security within the period specified by the Seller, the Seller may exercise its rights under Clause 19.2 in respect of any Contract or any undelivered part thereof.

6.11. The Buyer shall indemnify the Seller on demand for all costs and expenses incurred by the Seller in connection with the recovery of any overdue amounts, including without limitation legal fees (on a full indemnity basis), collection fees, court/arbitration fees, enforcement costs, tracing fees and foreign exchange losses.

6.12. The Seller may apply any payments received from the Buyer to such invoices, deliveries, penalties, interest, costs and/or other amounts as the Seller may determine at its discretion, notwithstanding any purported appropriation by the Buyer.

6.13. Any delay or rejection of payment due to bank compliance, sanctions screening, correspondent banking issues or similar reasons shall not relieve the Buyer from its payment obligations. The Buyer shall, upon request of the Seller, promptly provide an alternative payment route, bank or currency acceptable to the Seller and shall bear any related costs. The Seller shall not be liable for any loss arising from banking restrictions beyond its control.

6.14. Time for payment is of the essence. The Buyer acknowledges that the Seller's performance is conditional upon timely receipt of payments and/or acceptable security.

Notwithstanding any other provision of these GTC or any Contract, the Buyer shall in all circumstances remain obliged to pay in full for any Goods already delivered, shipped or placed at the Buyer's disposal in accordance with the Contract.

7. VAT (VALUE ADDED TAX)

7.1. Unless otherwise expressly set forth in a Sales Confirmation, the price specified therein is exclusive of VAT.

7.2. Each Party recognises that VAT or other indirect taxes may be due on individual deliveries made under a Contract at different rates in different countries and each Party agrees to supply all necessary information required to: (a) issue invoices compliant with the VAT laws of the country in which delivery takes place or is treated as taking place for VAT purposes; and (b) file complete and accurate returns with the appropriate tax authorities.

7.3. If VAT is not to be assessed on the transaction envisaged under the Contract, the Buyer shall be responsible for supplying all necessary documentation under the relevant applicable VAT law which the Seller needs to not assess VAT on the transaction. If the Buyer fails to provide such documentation to the Seller, the Seller may assess VAT on the transaction at the rate applicable in the country in which the transaction is assessed for VAT. If the Seller assesses VAT on the transaction, the Buyer shall pay VAT as specified in the Seller's invoice. The Seller shall be entitled, acting reasonably, to assess VAT, on the transaction in the local currency of the country in which delivery takes place or is treated as taking place for VAT purposes, if different from the payment currency. If the Buyer delays paying any VAT assessed on the transaction, the Buyer shall be responsible for and shall indemnify the Seller in respect of any interest, penalties, or costs (including without limitation any collection fees, attorney fees and foreign exchange rate loss) incurred by the Seller.

7.4. If, at any later date, it is determined that VAT is due on the transaction, the Seller reserves the right to assess VAT on the transaction at such time. If VAT is so assessed, the Seller shall invoice the Buyer specifying the amount and currency in which the VAT is due, any interest or penalties assessed by an authorised taxing agency and any additional costs (including without limitation any collection fees, attorney fees and foreign currency exchange rate loss) incurred by the Seller as a result of the delayed determination of VAT status. The Buyer shall pay to the Seller in full into the Seller's bank account the amounts specified in the Seller's invoice within 3 (three) Business Days of receipt of the Seller's invoice.

7.5. The Buyer shall indemnify and hold the Seller harmless for any VAT charged or not charged on the transaction in reliance upon the Buyer's presentation, or non-presentation, of documents to determine the VAT status of the transaction.

7.6. Upon the Seller's request the Buyer shall pay the VAT amount in the local currency of the country in which delivery takes place or is treated as taking place for VAT purposes, if different from the payment currency.

8. INSURANCE

8.1. In case of ***CIF*** and ***CIP deliveries*** the Seller shall obtain, at its own cost, cargo insurance covering the value of the Goods plus 10% (i.e. 110%) from the port of loading / point of delivery to the named port / place of destination, subject to standard market deductibles not exceeding 0.5% per claim per vessel.

8.2. In case of ***FOB*** and ***CFR deliveries*** under ***CAD*** payment terms the Buyer shall obtain, at its own cost, cargo insurance covering the price of the Goods plus 10% (i.e. 110%) from the moment of delivery till the moment when the Seller receives the full amount of payment for the Goods.

The Seller shall not be liable for any failure of the insurer to indemnify, provided the insurance was procured in accordance with this Clause.

8.3. The Buyer shall immediately inform the Seller in writing if the Buyer believes that an insured event has or may have occurred.

9. AUTHORISATIONS

9.1. The Buyer undertakes and warrants to the benefit of the Seller that it has obtained and shall maintain all licenses, authorisations, consents, permits and other formalities necessary for the performance by it of its obligations under a Contract (including without limitation and where applicable any licenses or permits required for the importation, handling, on-sale, processing and other operations with the Goods, as required, in the country of final destination or transit after the date of delivery) and that such licences and authorisations are valid, effective and sufficient under applicable law.

The Buyer shall indemnify and hold the Seller harmless against any loss, liability, penalty, fine, cost or expense arising from the Buyer's failure to obtain or maintain such licences or authorisations.

9.2. The Seller shall not be liable for the conformity of the Goods with the local regulatory requirements or standards, save for those expressly specified in the Sales Confirmation, and the Buyer shall bear all risks and costs associated with compliance in the country of destination and/or transit.

10. FORCE MAJEURE

10.1. A Party shall be released from responsibility for complete or partial non-fulfilment of the respective obligations under a Contract, if this non-fulfilment was caused by the circumstances of force majeure, in particular, but not limited to: fire, earthquake, flood, typhoon, hurricane and other natural disaster or extreme natural event or act of God, war, military operations of any kind, act of terrorism or piracy, epidemics, strikes (except for enterprises of the Party invoking force majeure), limitation of transportation, blockade, a ban (embargo) or any sorts of limitation of export or import and other acts or actions of the state and government authorities, as well as any other contingencies ("**Force Majeure Circumstances**" or "**Force Majeure**"). The aforesaid circumstances should be of extraordinary, unforeseen and unavoidable nature, beyond reasonable control of the Parties, occur after the Contract is concluded and affect directly its fulfilment.

Strikes at the port of discharge shall not constitute Force Majeure in respect of demurrage obligations.

10.2. In the event the Force Majeure Circumstances occurred, the time of fulfilment by the Party of its obligations under the Contract shall be extended for a period equal to that during which such contingencies and their consequences remain in force. The ground of relief under Force Majeure Circumstances relieves the failing Party from damages, penalties and other contractual remedy for delay in performance and breach of the Contract obligations from the time at which the impediment causes inability to perform and until the impediment ceases to prevent the performance, however, no Force Majeure Circumstances shall release the Buyer from the obligation set out in Clause 6.13 to pay for any Goods already delivered, shipped or placed at the Buyer's disposal in accordance with the Contract. Force Majeure shall not apply to the Buyer's payment obligations except where payment is legally prohibited by mandatory law. The affected Party is under an obligation to take all reasonable measures to limit the effect of the event invoked upon performance of the Contract.

10.3. The Party rendered unable to fulfil the obligations under the Contract, shall notify the other Party in writing of the beginning and termination of the Force Majeure Circumstances immediately, but in any case, not later than 5 (five) days from the date of their beginning.

The notification on beginning of the Force Majeure Circumstances should contain data on the nature of circumstances, estimation of their effect on the possibility of fulfilment of the obligations by the Party under the Contract and the due date of supposed fulfilment of the obligations under the Contract. Failure to notify or untimely notification of the beginning and termination of the Force Majeure Circumstances shall deprive the Party of the right to refer to them in future as to a sound cause which may release it from liability for partial or complete non-fulfilment of its obligations under the Contract.

10.4. Certificates (statements) issued by the chamber of commerce or other competent bodies (agencies) of the corresponding country shall be a sufficient proof of such Force Majeure Circumstances and their duration.

10.5. If the Force Majeure Circumstances and their consequences last more than 2 (two) months, each of the Parties hereto shall have the right to renounce any further fulfilment of the obligations under the Contract at any time and in such case neither Party shall be liable for further performance, provided that all rights accrued prior to termination shall remain unaffected. Where either Party has in the performance of the Contract, by reason of anything done by the other Party, derived a benefit before the termination of the Contract, the Party deriving such a benefit shall pay to the other Party a sum of money equivalent to the value of such benefit. For the avoidance of doubt, the Buyer shall remain liable for payment of any Goods already delivered, shipped or manufactured specifically for the Buyer.

10.6. If, after conclusion of a Contract, performance by the Seller becomes commercially impracticable or materially more onerous due to events beyond the Seller's reasonable control (including without limitation significant increases in freight, insurance, energy or financing costs, material disruption of logistics, closure/constraints of ports/routes, export/import restrictions, or changes in applicable laws or governmental measures), the Seller may by written notice to the Buyer (i) extend the delivery/shipment period, (ii) deliver in instalments, and/or (iii) propose an equitable adjustment of the Contract. If the Parties fail to agree within 10 (ten) Business Days, the Seller may terminate the affected Contract without liability, provided that the Buyer remain obliged to pay for any Goods already delivered or shipped and reimburse the Seller's documented costs incurred for performance up to termination.

Any adjustment or termination under this Clause shall not affect the Buyer's obligation to pay for Goods already delivered, shipped or manufactured specifically for the Buyer.

The Seller shall not be liable for any loss of profit, consequential loss or indirect damages arising from such adjustment or termination.

11. SANCTIONS

11.1. ***Representations***

Each Party represents to the other Party that:

(a) neither it nor any of its affiliates is a Sanctioned Person; and

(b) it has not violated nor is it violating any Applicable Sanctions Laws and Regulations.

The Buyer further represents that it is not acting on behalf of, or for the benefit of, any Sanctioned Person.

11.2. ***Undertakings***

Each Party:

(a) shall promptly inform the other Party if any of its sanctions representations becomes incorrect;

(b) shall not violate any Applicable Sanctions Law and Regulations;

(c) shall not engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, directly or indirectly, any Applicable Sanctions Laws and Regulations;

(d) shall maintain all necessary and appropriate safeguards to ensure their compliance with this undertaking;

(e) shall not be at any time a Sanctioned Person; and

(f) shall cooperate with the other Party's reasonable requests for information and/or documentary evidence to support and/or verify compliance with this Clause (*Sanctions*), or to satisfy sanctions related due diligence inquiries from any third party involved in the transaction, or from any competent authority enforcing the sanctions regime in respect to a transaction under the Contract.

The Buyer shall promptly provide any information reasonably requested by the Seller or the Seller's banks, manufacturers, insurers or carriers for compliance, sanctions or anti-money laundering purposes, including ownership/UBO information, end-use/end-user statements, routing and payment details.

11.3. ***Sanctions Events***

If it becomes unlawful for a Party to perform its obligations under the Contract due to Applicable Sanctions Laws and Regulations, and no licence or authorisation is available (or such license or authorization has been refused), such event (a "Sanctions Event") shall entitle the affected Party to:

(i) promptly notify the other Party upon becoming aware of that Sanctions Event; and either

(ii) terminate the Contract in whole or in part, without any recourse to the courts and with immediate effect, by written notice to the other Party, and without liability for damages arising solely from such termination;

(iii) to suspend the affected obligation until such time as the affected Party may lawfully discharge such obligation.

Provided that:

1) not later than the last day of an applicable grace period permitted by law:

   (A) the Buyer shall remain obliged to pay in full for all Goods already delivered, shipped or placed at its disposal; and

   (B) the Seller shall refund any prepayment received for Goods not delivered, subject to compliance with Applicable Sanctions Laws and Regulations and receipt of any required regulatory approvals.

2) The Seller may suspend performance pending sanctions review without liability.

3) Any payment falling due after the occurrence of a Sanctions Event shall become immediately due to the extent permitted by law.

4) If a due date for any amount payable under (A) or (B) above would, but for the Sanctions Event, fall later than the last day of an applicable grace period permitted by law, such due date shall be automatically brought forward to occur on the last day of that applicable grace period.

Where, despite paragraphs 1) to 4) above, any payment due would be in violation of, inconsistent with, or expose the affected Party to punitive measures under the Applicable Sanctions Laws and Regulations, then:

a) such affected payment obligation shall remain suspended (without prejudice to the accrual of any interest on an outstanding payment amount) until such time as the affected Party may lawfully resume payment; or

b) the affected Party may change the currency of the Contract to another currency, with the applicable currency conversion rate to be agreed by the Parties, provided that such change of currency is not in violation of, inconsistent with, or expose any Party to punitive measures under the Applicable Sanctions Laws and Regulations.

11.4. ***Definitions***

For the purposes of this Clause (*Sanctions*):

"***Affiliate***" means, in respect of a Party, a person or an entity which (i) controls, or (ii) is controlled by, or (iii) is under common control with, such Party;

"***Applicable Sanctions Laws and Regulations***" means any economic, financial or trade sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctions Authority and directly applicable to the relations of the Parties. This term shall include any secondary sanctions or extraterritorial measures that may reasonably affect the Seller, its banks, insurers or counterparties;

"***Control***" and "***controls***" have the meaning given to them in the Applicable Sanctions Laws and Regulations or in the official guidance thereto in the relevant context;

"***Ownership***" and "***owns***" have the meaning given to them in the Applicable Sanctions Laws and Regulations or in the official guidance thereto in the relevant context;

"***Sanctioned Person***" means a natural person or legal entity that is: (i) listed on any Sanctions List or (ii) otherwise the target or subject of Applicable Sanctions Laws and Regulations (including by reason of ownership or control by any person listed on a Sanctions List);

"Sanctions" means measures that can be used by the Sanctions Authorities against Sanctioned Persons imposing economic, trade, diplomatic, cultural or other restrictions (sanctions measures);

"***Sanctions Authority***" means the United Nations Security Council (UNSC), Swiss State Secretariat for Economic Affairs (SECO), the United States Office of Foreign Assets Control (OFAC), the Council of the European Union, the competent authorities of the United Arab Emirates (including, without limitation, the UAE Cabinet, the UAE Central Bank and any authority responsible for the implementation or enforcement of UAE sanctions laws and regulations) or a respective governmental institution authorized to administer sanctions in the country of a Party's incorporation or domicile.

"***Sanctions List***" means a list of blocked Sanctioned persons or similar list maintained by any Sanctions Authority each as amended, supplemented or substituted from time to time.

12. APPLICABLE LAW AND ARBITRATION

12.1. ***Applicable Law***. These GTC and any Contract shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre (DIFC), as in force from time to time, excluding conflict of laws principles and excluding the application of the laws of the United Arab Emirates (including the Emirate of Dubai) other than as mandatorily applicable.

12.2. ***Arbitration***. Any dispute, controversy or claim arising out of or in connection with these GTC, any Sales Confirmation or any Contract (including any question regarding its existence, validity, interpretation, performance or termination) shall be finally resolved by arbitration administered by the Dubai International Arbitration Centre (DIAC) in accordance with the DIAC Arbitration Rules in force at the time of commencement of the arbitration.

The seat (legal place) of arbitration shall be the Dubai International Financial Centre (DIFC), Dubai, United Arab Emirates.

The language of the arbitration shall be English.

The tribunal shall consist of one arbitrator, unless the DIAC Arbitration Rules require three arbitrators.

12.3. Nothing in this Clause shall prevent the Seller from seeking interim, conservatory or injunctive relief from the courts of the DIFC or any other competent court, and any such application shall not be deemed incompatible with or a waiver of this arbitration agreement.

13. ENFORCEMENT

13.1. The Parties agree that any arbitral award rendered pursuant to Clause 12 shall be final and binding and may be enforced in any court of competent jurisdiction. Without prejudice to Clause 12, the Seller shall be entitled to seek recognition, enforcement or interim protective measures before the courts of the DIFC or any other competent court.

14. LIABILITY

14.1. The Parties shall be responsible to each other for the proper fulfilment of their obligations under a Contract, and undertake to compensate the losses and damages of the other Party caused by their improper performance or non-performance. Nothing in these GTC shall limit or exclude any rights or remedies available to the Seller under applicable law except as expressly provided herein.

14.2. Notwithstanding any other provisions of a Contract, the Seller shall not be liable to the Buyer for any special, indirect, consequential or incidental costs, losses or damages (including any claim for indirect loss of business opportunity or any loss of profits) or for exemplary or punitive damages which are said to arise out of or relate to the Contract. The aggregate liability of the Seller arising out of or in connection with any Contract shall in no event exceed the price of the Goods under the relevant Contract, whereas the Buyer's liability shall not be so limited. The above limitation of liability of the Seller shall not apply to the Buyer's obligation to pay the price of the Goods, any agreed penalties, interest for late payment, or to the Buyer's indemnity obligations under these GTC.

14.3. Where the Seller reasonably determines that performance may expose the Seller, its banks, insurers, carriers or other counterparties to sanctions risk, enforcement action or compliance restrictions, the Seller may suspend performance, change the payment route/bank/currency, require prepayment/security, and/or terminate the Contract without liability to the Buyer.

14.4. The Seller shall not be liable for any delay or non-performance caused by compliance measures of banks, insurers, carriers, ports or authorities related to Applicable Sanctions Laws and Regulations.

15. MISCELLANEOUS

15.1. ***Re-export.*** The Goods sold under a Contract are intended for delivery to and intended for delivery to and use in the country of final destination, specified in the relevant Sales Confirmation (the "**Permitted Destination**"). The Buyer shall not, directly or indirectly, re-export, resell, divert or otherwise transfer the Goods (or any product derived from the Goods) to any destination, end-user or end-use other than the Permitted Destination without the Seller's prior written consent. In case the Buyer breaches this condition, the Buyer shall pay the Seller a penalty at the rate of 25% of the value of the re-exported Goods so diverted and shall indemnify the Seller for all resulting losses and costs, including any sanctions, regulatory or enforcement consequences.

15.2. ***The Buyer shall not***, directly or indirectly, resell, re-export or transfer the Goods to any country, entity or person in violation of Applicable Sanctions Laws and Regulations. The Buyer shall indemnify the Seller against any losses arising from breach of this obligation.

15.3. ***Transfer and Assignment***. Neither Party may assign or declare a trust over or otherwise transfer its rights or obligations under a Contract in full or in part without the prior written consent of the other Party, unless an assignment is made by the Seller (i) to any of its affiliates, or (ii) in respect of a sum that is in arrears, or (iii) to receive and obtain payment under the Contract in connection with funding arrangements, in which cases the consent of the Buyer for the assignment is not required, or (iv) to any purchaser or transferee of all or a substantial part of the Seller's relevant business, trade, or assets, in which case the Buyer's consent shall likewise not be required.

15.4. ***Entire Agreement***.

(a) After a Contract is entered into, all preceding correspondence and negotiations between the Parties pertaining to the Contract shall be superseded and shall have no further effect. The Contract contains the entire agreement between the Parties and supersedes all representations and prior agreements (oral or written) in connection with the matters which are the subject of the Contract.

(b) Each Party acknowledges and represents that it has not relied on or been induced to enter into the Contract by any representation, warranty or undertaking other than those expressly set out in the Contract. A Party is not liable to the other Party for a representation, warranty or undertaking of whatsoever nature that is not expressly set out in the Contract.

15.5. ***Contract Duration***. A Contract shall become effective at the moment both Parties agree on its terms in writing in accordance with Clause 2 (*Contract Confirmation*) and shall remain in force until the Parties fulfil their obligations in full.

15.6. ***Amendments***.

(a) Any amendments or addenda to a Contract shall only be valid and deemed to be an integral part of the Contract if they are made in writing by the Parties.

(b) These GTC may be edited and amended from time to time. The edition of the GTC effective as of the date when a Sales Confirmation is issued (or deemed accepted) in accordance with Clause 2 shall be binding upon the Parties.

15.7. **No Waiver**. No failure or delay on the part of either Party in exercising any right, power or remedy under a Contract and no course of dealing between the Parties shall operate as a waiver by either Party of any such right, power or remedy. . A waiver of any term, provision, condition of a Contract or a right, power or remedy under a Contract shall only be effective if given in writing and signed by the waiving Party, and then only in the instance and for the purpose for which it is given.

15.8. ***Severability.*** Whenever possible, each provision of a Contract will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the Contract.

16. NOTICES AND COMMUNICATIONS

Any communication to be made under or in connection with a Contract shall be made between authorised representatives of the Parties in writing and, unless otherwise stated, may be made by letter or e-mail or another means of electronic communication, to the address, e-mail, mobile phone number, account (and the department or officer, if any, for whose attention the communication is to be made) designated by the respective Party for these purposes.

Any notice or communication shall be deemed received: (a) if delivered by courier, on the date shown on the courier's delivery receipt; (b) if sent by registered mail, on the 5th (fifth) Business Day after posting; (c) if sent by e-mail, at the time of transmission as evidenced by the sender's electronic log, provided that no error message is received. The Buyer bears the risk of any change of its contact details not notified to the Seller in writing.

Notices sent to the last notified e-mail/postal address of a Party shall be valid and effective. The Buyer bears the risk of any failure to receive notices due to changes in its contact details not duly notified to the Seller in writing.

17. ANTI-BRIBERY AND CORRUPTION

Each Party respectively warrants and undertakes to the other that in connection with each Contract: (a) it has implemented adequate internal procedures designed to ensure it shall not authorise the giving or offering of any illegitimate financial or other advantage with the intention of inducing or rewarding an individual or entity to improperly perform an activity undertaken in the course of an individual's employment or connected to an entity's business activities (the "**Anti-Corruption Controls**"); and (b) it has not authorised and it will not authorise, in connection with the performance of any Contract, any financial or other advantage to or for the benefit of any public official, civil servant, political party, political party official, candidate for office, or any other public or private individual or entity where such authorisation would violate the Anti-Corruption Controls.

Any failure by a Party to perform its obligations under, or procure compliance with, this clause shall, notwithstanding anything in this GTC to the contrary, be deemed to be a breach of the Contract(s) giving the other Party the right to suspend and/or immediately terminate this Contract or any other Contracts by written notice with immediate effect, without further liability to the other Party except for any liability (if any) accrued before the date of termination or suspension (as the case may be). If a Party elects to suspend performance of the Contract pursuant to this Clause, it shall have sole and absolute discretion to determine: (i) when to start performance (if at all) again and (ii) to extend the time for performance of any of its obligations under this Contract as it sees fit.

18. CONFIDENTIALITY AND PERSONAL DATA

18.1. ***Confidentiality***. All information relating to performance under each Contract, including personal data, and provided by one Party (Disclosing Party) to the other Party (Receiving Party) shall be confidential. Such information shall not be disclosed to third parties during the effective term of the Contract and in perpetuity after its termination, unless such information was disclosed: (a) with the written consent of the Disclosing Party; or (b) to the governmental, judicial, banking, taxation or other regulatory authorities in accordance with the requirements of the relevant applicable legislation. The Receiving Party shall be entitled to disclose such information to directors, officers and employees of any of its offices or affiliates, agents, accountants, lawyers, consultants, financial or any other professional advisors, or banks, while causing such recipients to comply with the confidentiality requirements set out herein in respect of disclosure of such information to any third parties. Any party to which this information is disclosed must have a demonstrable business need to possess such information The requirements of this Clause shall not apply to information, which is in the public domain at the time of its receipt or subsequently comes into the public domain other than through the fault of the Receiving Party, or which was known by the Receiving Party on a non-confidential basis before its disclosure to the Receiving Party. In case the Receiving Party uses the confidential information in defiance of the requirements of the Contract, the Receiving Party shall be obligated to reimburse the Disclosing Party for damages caused upon it as a result of such actions.

In addition, the Disclosing Party shall be entitled to seek injunctive relief and any other equitable remedies in order to prevent or restrain any unauthorized use or disclosure of confidential information, without the need to prove actual damage.

18.2. ***Personal Data Privacy***.

(a) For the purposes of this Clause:

"***Privacy Legislation***" means all applicable laws, regulations, regulatory requirements and binding guidance relating to the protection of Personal Data and privacy in any jurisdiction relevant to the processing of Personal Data under or in connection with the Contract, including, without limitation, any data protection laws applicable in the United Arab Emirates (including within any financial free zone), Brazil, Singapore, South Africa or any other jurisdiction in which a Party is established, operates or processes Personal Data;

"***Controller***" and "***Processor***" shall have the meanings given to them under the applicable

Privacy Legislation.

"***Personal Data***" means any information relating to an identified or identifiable natural person ("**Data Subject**"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of such natural person;

(b) The Parties shall comply with the Privacy Legislation applicable to them and shall implement appropriate technical and organizational measures to ensure and to be able to demonstrate such compliance.

(c) The Parties acknowledge and agree that, in relation to the Personal Data processed under this Contract, each Party acts as an independent Controller, unless otherwise expressly agreed in writing.

(d) The Parties warrant and undertake, in relation to any Personal Data processed in connection with performance of this Contract (including names, contact details such as e-mail addresses and phone numbers, and, where applicable, information contained in corporate authorization documents):

- to process such Personal Data solely for the purpose of performing this Contract, including communication between the Parties' representatives and the preparation, issuance and payment of invoices;
- to ensure that they have a valid legal basis for such processing under the applicable Privacy Legislation;
- not to disclose such Personal Data to third parties, except where required by applicable law or where necessary for the performance of this Contract and subject to appropriate confidentiality and data protection obligations;
- to implement and maintain appropriate physical, technical and organizational measures to protect Personal Data against unauthorized or unlawful processing of and against accidental loss, destruction, or damage; and
- to ensure that any third party to whom Personal Data is transferred, disclosed or made accessible is bound by data protection obligations substantially equivalent to those set out in this Clause.

19. DEFAULT / TERMINATION

19.1. Each of the following shall constitute an event of default by the Buyer ("**Event of Default**"): (i) failure to pay any amount when due, whether in whole or in part; (ii) failure to open, issue, maintain, amend or extend any required letter of credit or other security in accordance with the Contract; (iii) failure to cooperate with shipment, delivery, or discharge, including failure to nominate/accept a vessel, provide timely instructions, documents or approvals, or take delivery; failure to provide valid VAT, tax, withholding or other regulatory documentation required for invoicing or cross-border supply; (vi) liquidation, bankruptcy, suspension of payments, appointment of administrator/receiver, or any analogous proceeding; or (vii) any material adverse change in the Buyer's financial condition or creditworthiness which, in the Seller's reasonable opinion, may impair the Buyer's ability to perform its obligations.

19.2. If the Buyer fails to nominate a vessel (in case of FOB deliveries), open a letter of credit, provide shipping instructions, take delivery or otherwise cooperate with shipment within the agreed timeframe, the Seller shall have the right to store the Goods at the Buyer's risk and expense. All storage, insurance, financing and related costs shall be borne by the Buyer.

19.3. If the Buyer commits any Event of Default and such Event of Default has not been cured (or commenced actions to cure) within [ten (10) calendar days] upon receipt by the Buyer of the Seller's notice of default, the Seller may, without prejudice to any other rights or remedies available under these GTC, any Contract or applicable law: (a) withhold dispatch, Release and/or documents (including bills of lading), suspend delivery and/or exercise its right of stoppage in transit; (b) require advance payment, irrevocable bank guarantee or other security acceptable to the Seller and suspend further performance until such security is provided; (c) declare immediately due and payable any other outstanding amounts owed by the Buyer to the Seller, whether or not yet due; (d) terminate or any Contract(s) or any undelivered part thereof, without any liability to the Seller; and/or (e) resell the Goods (publicly or privately, with or without notice to the Buyer) and recover from the Buyer all resulting losses, damages, costs and expenses, including, without limitation, price difference, storage, demurrage, detention, insurance, financing, logistics and legal costs.

19.4. The exercise of any remedy shall not constitute a waiver of any other remedy, nor of any subsequent Event of Default. All remedies are cumulative.

20. IMPORT COMPLIANCE

20.1. The Buyer shall timely provide all instructions, nominations, approvals and information necessary for the Seller to perform the Contract, including consignee and notify party details, routing instructions, port and terminal details, and any documents required by the Buyer's authorities. Any delay shall be at the Buyer's risk and cost.

20.2. The Buyer is solely responsible, at its own cost and risk, for obtaining and maintaining all import licences, registrations, certificates, permits, labelling/packaging approvals and compliance with any local standards applicable in the country of destination or transit, unless expressly stated otherwise in the Sales Confirmation.

The Seller makes no representation or warranty as to compliance of the Goods with local import or regulatory requirements outside the United Arab Emirates.

Any additional costs, duties, taxes, demurrage, penalties or charges arising from the Buyer's failure to comply shall be borne exclusively by the Buyer.

21. TOLERANCES

21.1. Unless expressly agreed otherwise in the Sales Confirmation, quantity tolerance of ±10% shall be permitted at the Seller's option and shall not constitute non-conformity. The invoiced quantity shall be based on the actual shipped quantity within such tolerance.

21.2. The Buyer acknowledges that certain Goods may be subject to moisture changes, compaction, dusting, shrinkage and other natural loss/variations inherent to bulk commodities. Such variations within customary trade tolerances shall not constitute non-conformity.

22. DEFINITIONS

Unless otherwise defined in a Sales Confirmation or unless the context otherwise requires, the following words and expressions have the following meanings in these GTC, each Contract and Sales Confirmation:

"**Business Day**" means a day (other than a Saturday or a Sunday) on which either (i) banks are open for general business in the place of the Buyer's, the Seller's and the Seller's bank's domicile – for the purposes of payments, or (ii) on which business is normally conducted in the place where the relevant act is to be done – for the purposes of such act.

"**Buyer**" means a counterparty of Oasis Global Trading FZ-LLC which enters into a Contract as the buyer.

"**Certificate of Origin**" means a document declaring in which country the Goods were manufactured. The regularity of issuance and contents of the Certificate of Origin shall be governed by the regulations of a chamber of commerce or another competent authority of the relevant country;

"**Certificate of Quality**" means a document, however named, issued by the manufacturer or an independent surveyor and indicating quality specification parameters of the Goods.

"**CMR**" means a CMR consignment note governed by the Convention on the Contract for the International Carriage of Goods by Road (CMR).

"**Contract**" means a contract between the Parties for the sale and purchase of Goods, which incorporates by reference these GTC.

"**Goods**" means mineral fertilizers and feed phosphates and any related products specified in the relevant Sales Confirmation.

"**GTC**" means these OASIS GLOBAL TRADING FZ-LLC GENERAL TERMS & CONDITIONS FOR SALE.

"**ETA**" means estimated time of arrival.

"**Force Majeure**" and "**Force Majeure Circumstances**" have the meaning given to them in Clause 10.1.

"**NOR**" means notice of readiness.

"**Party**" means an Oasis Global Trading FZ-LLC entity as the Seller and its counterparty as the Buyer under a Contract, and collectively referred to as the "**Parties**".

"**Release**" means a written instruction made by Oasis Global Trading FZ-LLC to a Terminal (warehouse) authorising release of the specified Goods to the Buyer or its authorised representative.

"**Sales Confirmation**" means a communication from Oasis Global Trading FZ-LLC as the Seller to the other Party as the Buyer confirming a Contract and setting out terms which amend or supplement these GTC.

"**Seller**" means an Oasis Global Trading FZ-LLC entity which enters into a Contract as the seller.

"**Terminal**" means a warehouse facility where the Goods are stored and/or handled by or on behalf of the Seller.

23. INTERPRETATION

In these GTC, a Contract and a Sales Confirmation, unless the context otherwise requires: "written" and "in writing" includes typing, printing, lithography, photography and other modes of representing or reproducing words in a visible form, including electronic form;

(a) "sign" and "signature" include both handwritten signature and electronic signatures (including, but not limited to, scanned manuscript signature, manuscript signing on screen, simple, advanced or qualified digital signature);

(b) a word denoting an individual or a person includes a corporation, firm, authority, government or governmental authority, and vice versa;

(c) a word denoting the singular includes the plural, and vice versa;

(d) a reference to a clause or schedule or annex is to a clause or schedule or annex of or to these GTC;

(e) a reference to a "day" shall be to a calendar day, unless expressly specified otherwise;

(f) a reference to any Party to a Contract or to these GTC or any other document or arrangement includes that Party's executors, administrators, substitutes, successors and permitted assigns; and

(g) clause headings are for ease of reference only and shall not affect the construction of any provision herein;

(h) references to “including” or “include” shall mean including without limitation;

(i) any reference to “Business Days” shall be construed in accordance with the definition of Business Day in Clause 22.

The Parties acknowledge and agree that any Sales Confirmation, Contract, notice, amendment or other communication may be executed, concluded and delivered by electronic means, including by exchange of e-mails, PDF copies, scanned signatures or electronic signature platforms, and that such electronic execution and delivery shall be valid, legally binding and enforceable. The Parties waive any objection to the validity or admissibility of such documents solely on the grounds that they are in electronic form.

24. TERMS APPLICABLE TO SPECIFIC INCOTERMS

Terms and conditions applicable in case of deliveries on a specific Incoterms basis or by a specific transport mode are specified in the relevant annexes to these GTC:

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

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

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

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

ANNEX 5. Terms and Conditions Applicable in Case of Deliveries by Road in Containers.

Each annex is an integral part of these GTC and shall apply to the deliveries on the relevant Incoterms basis and/or by specific transport mode.