

TRANSNATIONAL PETROCHEMICAL OIL AND GAS TRADING SPC BUSINESS TERMS AND CONDITIONS

These Business Terms and Conditions (hereinafter referred to as "**BTC**") shall constitute an integral part of any Contract (the "Contract") entered into between TRANSNATIONAL PETROCHEMICAL OIL AND GAS TRADING SPC ("**Seller**") and a Party buying the Goods (as defined below) ("**Buyer**", and together with Seller, "**Parties**" and each individually, "**Party**").

PARAGRAPH I. DELIVERY

1.1 General Delivery Terms

1.1.1 Unless otherwise agreed in the Contract, delivery of the Goods shall be made by road tanker or rail tank car, not unloaded, at the Place of Destination.

1.1.2 If the means of transport is not agreed in advance, Seller may, at its discretion, choose a means of transport suitable for delivery of the Goods to the Place of Destination and Buyer hereby unconditionally accepts the means of transport chosen by Seller and waives any and all claims in this regard.

1.1.3 Seller shall use its reasonable endeavours to deliver the Goods on the date or within the timeframe as specified in the Contract. Time of delivery shall not be of the essence and Seller shall not be liable to Buyer for any loss or damage caused by a delay in delivery of the Goods. Seller shall keep Buyer informed of any material variation from the agreed delivery times. If Seller has failed to deliver the Nominated Quantity of the Goods (taking into account Seller's delivery tolerance pursuant to Article 3.1.2) within the agreed period for any reason, the Parties shall use reasonable endeavours to agree revised delivery terms for the outstanding quantity of the Goods. If Seller has failed to deliver the outstanding quantity of the Goods within ninety (90) days of the agreed original delivery date, either Party shall have a right to terminate delivery of that shipment of the Goods without any further liability to the other Party for such delay and Buyer agrees that such termination right shall be Buyer's sole remedy for Seller's failure to deliver that shipment on the specified date. In the event of a prepayment pursuant to Article 2.2.1, if a Party terminates a delivery in accordance with this Article 1.1.3, Seller shall within ten (10) Business Days return to Buyer the actual amount of prepayment received from Buyer corresponding to the quantity of the Goods whose delivery was terminated pursuant to this Article 1.1.3. For the purposes of these BTC, "**Business Day**" (or "**Banking Day**") shall mean any day other than Saturday, Sunday or any public holiday on which banks in Sultanate of Oman are open for business.

1.1.4 Seller shall not be liable for a failure to perform its obligations under the Contract if any Carrier refuses to accept the Goods for transportation. For the purposes of these BTC, "**Carrier**" shall mean any person or company performing or procuring the performance of a contract of carriage by rail, road or a combination thereof as may be applicable to the terms of delivery.

1.2 Transfer of risk and title

1.2.1 Risk in the Goods shall pass to Buyer in accordance with the agreed Incoterm (2020) as set out in the Contract.

1.2.2 In the case of payment by way of prepayment pursuant to Article 2.2.1, title to the Goods shall transfer from Seller to Buyer upon delivery in accordance with the agreed Incoterm, unless otherwise provided in the Contract.

1.2.3 In the case of payment by way of post payment pursuant to Article 2.2.2, Seller shall retain title to the Goods to the fullest extent permitted by law, until payment for the relevant quantity is actually received from Buyer, even if the Goods have been co-mingled. Until payment is made, the Goods must be separately stored, identified (where possible) and must be returned to Seller or be made available for collection by Seller at Seller's request. Seller may enter Buyer's premises to collect the Goods and Seller may maintain an action for payment, notwithstanding that Seller retains ownership of the Goods.

1.2.4 Upon delivery of the Goods, Seller shall present valid Transportation Documents to Buyer (for the purposes of these BTC, "**Transportation Documents**" shall mean, for deliveries by rail, a railway bill, for delivery by road, a CMR (or consignment note), or for delivery by sea - Bill of Lading (or "B/L" or "BL" or "BOL"). Such documents shall be signed and marked by Seller and Carrier of the Goods or by an authorized representative of the railway Carrier or by Master of the Vessel (as that term is commonly understood) at the place where the Goods are to be loaded (dispatched), which shall be without limitations (i) the Manufacturer or warehouse or storehouse or (ii) any other place as may be specified in the Contract ("**Place of Shipment**") respectively and shall constitute non-disputed proof of delivery by Seller.

1.2.5 Buyer warrants that the Place of Destination is (i) reachable by the agreed means of transport and (ii) suitable, safe and equipped, if necessary, for the delivery and unloading of the Goods. Buyer shall be liable for and shall indemnify Seller in respect of any delay in unloading or any loss or damage, including but not limited to any liability for damage to the railway wagon or auto truck, arising out of any breach of the warranties in this Article 1.2.5. Seller shall retain the right to inspect the facilities at the Place of Destination.

1.3 Arrival information

1.3.1 At least five (5) Business Days before the first day of laytime of a shipment, Buyer shall provide Seller with: (a) details of all documentation required at the Place of Destination; (b) the identity of the terminal(s) at the Place of Destination, with instructions to enable the Carrier to prepare and submit necessary information to the customs authorities; and (c) any other documents requested by Seller.

1.3.2 Should Buyer fail to timely submit arrival information, Seller may, at its sole discretion, choose to extend the time for delivery of the Goods which, if so extended, will not constitute a waiver of Buyer's breach of the Contract. Any delays in loading the Goods at the Place of Shipment (including circumstances where Seller is entitled to delay shipment) or in unloading the Goods at the Place of Destination caused by Buyer's failure to provide any necessary arrival information, or as a result of omissions or inaccuracies in the arrival information provided by Buyer, will be for Buyer's account. Buyer shall indemnify Seller for all costs, losses and damages, including, but not limited to, demurrage and/or detention incurred by Seller as a result thereof.

1.3.3 No later than three (3) Business Days after shipment of the Goods from the Place of Shipment, Seller shall provide by email to Buyer all information necessary for unloading of the Goods including but not limited to: (a) Contract reference number; (b) Transportation Document reference number(s); (c) rail tank car or auto truck identification number(s); (d) a description of the Goods and their Transportation Document quantity; and (e) the estimated time of arrival of a shipment of the Goods at the Place of Destination. The date of shipment shall be the date stamped on the relevant Transportation Document at the departure point.

1.3.4 The Parties are entitled to use the information from the Automatic Databases to calculate the container turnover period. Information obtained from Automatic Databases is accepted by the Parties as evidence of fulfilment or improper fulfilment of obligations assumed for the turnover of the rolling stock (RTC, tank-containers, GP container, platforms and etc.) or other means of transport used for carriage of the cargo (hereinafter referred to as the "Transport"). Information obtained from Automatic databases is accepted by the Parties as evidence of fulfilment or improper fulfilment of obligations assumed for the Transport turnover. In case of disagreement with the information regarding Transport turnover stated by Seller and received from the Automatic Databases, Buyer is obliged to provide Seller with copies of documents issued upon the occurrence of the events, information about which is entered into Automatic Databases (hereinafter referred to as Primary documents). If the information received from the Automatic databases contradicts the information indicated in the Primary documents, then the Parties are guided by the indicated Primary documents. For the purposes of these BTC, "**Automatic Database**" shall mean the database of the ETRAN, DHL, TMS and other automatic databases that record information from documents issued during cargo transportation.

1.4 Seller's right to refuse

1.4.1 Seller shall be entitled to refuse at any time to undertake or complete a delivery of the Goods if:

- (a) it is not possible to deliver under the intended or customary route to the Place of Destination for reasons beyond Seller's control;
- (b) the cost of the delivery to the Place of Destination (including Taxes) and/or insurance, if applicable, has materially increased from the date on which the Contract was entered into; and/or
- (c) at any time after loading at the Place of Shipment, either: (i) importation of the Goods to the Place of Destination is prohibited by Sanctions or applicable Laws; or (ii) the country, territory or region through which a shipment is scheduled to pass en route to the Place of Destination becomes affected by Sanctions.

1.4.2 Should Seller agree to undertake delivery under an alternative route or at an alternative destination nominated by Buyer, Buyer shall indemnify and hold harmless Seller for any additional costs incurred in undertaking the delivery by way of an alternative route or to an alternative destination.

1.5 Laytime

1.5.1 Unless otherwise agreed by the Parties in accordance with the procedure set out in the Contract, the allowed laytime for the unloading of a quantity of the Goods shall be 24 (twenty four) hours for the delivery by sea 1 (one) calendar day for railroad delivery and 3 (three) hours for delivery by road respectively or such a lesser period as may be specified in the relevant charterparty.

1.5.2 Laytime for road deliveries shall commence upon the arrival of each auto truck to the Place of Destination. For delivery by road, the truck will be deemed to have arrived as of the moment a relevant notice is furnished by the Carrier at the Place of Destination. The Buyer may not refuse to certify the receipt of the notice and if it does so, the Carrier must immediately notify the Seller thereof and the time of arrival shall be according to the Carrier's records. The Carrier may, but not obliged to, engage a third party to certify the carriage's arrival. The Buyer shall pay in full any Carrier's and Seller's expenses and costs related to the Buyer's refusal to certify the notification. For the purpose of calculating unloading time, unloading shall be deemed to have been completed upon disconnection of the discharging hoses and / or removal of last item of the Goods from last auto truck's cargo space.

1.5.3 Laytime per each rail transport shall be as set out in the Contract. In the event the laytime is not set out in the Contract, then such laytime shall be 1 (one) day starting upon arrival of the loaded rail transport at the Place of Destination and ending upon the date of return of the empty rail transport to the Carrier at the Place of Destination (**Return date**). The day of arrival of loaded rail transport shall not be included into the laytime. Sundays and Holidays shall be included (SHINC) unless loading on the Sunday or Holiday in question is prohibited by law or regulation or custom at the unload railway zone. The date of arrival and period of stay of the railway transport at the Place of Destination until Return date (turnover period) shall be determined based on information received from the Automatic Database.

1.5.4 Laytime for sea deliveries shall commence 6 (six) hours after notice of readiness has been tendered (berth or no berth) for each voyage; or when the Vessel is all fast at the berth; whichever is the earlier.

1.5.5 For loading on the Vessel by the Seller: laytime shall be 96 hours in total for each supply (shipment), SSHEX (BIMCO holiday calendar and local holidays to apply).

1.6 Demurrage

1.6.1 In circumstances where Buyer is required under the Contract to unload the Goods, if Buyer has not unloaded the Goods within the time allowed in accordance with the laytime provisions of the Contract, Buyer shall pay Seller demurrage in respect of the excess time at the demurrage rate set out in the Contract within five (5) Business Days after the issuance of the relevant invoice by Seller, unless Buyer provides documentary proved evidence arguing the Seller's demurrage claim within Claim period. The period for Seller's demurrage claim consideration by the Buyer shall be 30 (thirty) days upon receipt of the demurrage claim (Claim period).

1.6.2 Where no demurrage rate has been provided in the Contract, the demurrage rate shall be as set out in the relevant agreement with the Carrier or, if the agreement does not specify a demurrage rate, as per the market rate for the applicable means and size of transport on the date of the completion of unloading as shall be assessed by a mutually agreed independent broker.

1.6.3 It is presumed that container, railway wagons, container chassis, SILO trucks or other means of transport used for carriage of the cargo performed within the frame of Goods' supply to the Buyer (each, a "**Transport**") arrive at the Place of Destination for unloading in good condition, unless Buyer promptly (but not later than three (3) hours after arrival) informs Seller of any defects. The Transport, unless otherwise provided in the Contract, shall be returned at the Buyer's expense and risk at the address specified by the Seller. In the event of damage to Transport by Buyer or Buyer's counterparties, Buyer shall immediately inform Seller about the occurrence of such event and shall indemnify and hold Seller harmless for any losses incurred due to such damage within five (5) days from the date of Seller's demand. If any Transport is lost within the period of use by Buyer or Buyer's counterparties, Buyer shall pay to Seller an amount equal to the market value of the relevant Transport of identical model and year of manufacture including costs incurred for putting it into operation. The Transport shall be deemed lost if it is not returned to Seller within ninety (90) days from the date of the Goods arrival at the Place of Destination.

In the event that the Buyer (or the Buyer's authorized representative, or the Buyer's Carrier, etc.) returns the Transport defective, unrepaired, or and/or affected, and or unclean, and/or not fully unloaded, and/or in other state unfit for purposes, which the Transport is usually used for (the "Defective Transport"), the Buyer shall reimburse all and any Seller's costs and expenses arising out of or in connection with such Defective Transport.

Buyer is responsible for the transfer of empty rail transport in accordance with Seller's instructions advised pursuant to the Agreement on International Goods Transport by Rail (SMGS). In the event of a wrong or incorrect usage of Seller's SMGS instructions, Buyer shall pay Seller liquidated damages at the rate of USD 500 (five hundred United States Dollars) per rail transport per day. In addition to the foregoing Buyer shall reimburse Seller for all documented costs and expenses incurred due to the incorrect filling of the shipping documents for the empty Transport, resulting in the Transport's return to an incorrect railway station. For the avoidance of doubt, if the shipping documents for the rail tank cars return are filled in accordance with Seller's instruction, Buyer shall not be responsible for any costs and expenses incurred due to their return to an incorrect railway station.

1.6.4 For deliveries by sea the following demurrage claim procedure shall apply:

Claimed Period shall be 30 (thirty) calendar days from its receipt by the relevant Party. If the Party in breach (**Indemnifying Party**) does not make any written motivated refusal to accept the claim with reference to the evidence confirming the reasons for refusal attached to it during the Claim Period, the claim shall be deemed irrevocably accepted and the amount claimed as final and non-negotiable (**Claimed Amount**). The other Party (**Indemnified Party**) shall draw up an invoice for the Claimed Amount to be paid by the Indemnifying Party no later than within 5 (five) Business Days from the date of invoice issuance. In case of failure to perform the obligation to pay the Claimed Amount within the payment period stipulated in this clause, the Indemnifying Party shall pay the liquidated damages to the Indemnified Party in the amount of 1% of the Claimed Amount per each day of delay. Such claim and respective liquidated damages are without prejudice to any other continuing dispute between the Parties, and cannot be aggregated or set off against other moneys or claims that may be due between the Parties.

The Parties may exchange demurrage claims and related documents by email. Claims or any other relative correspondence sent by email shall be deemed actually received on the date of email dispatch and shall be legally binding on the Parties provided they were sent from the respective email address of the Parties set in the Contract.

1.6.5 For loading on the Vessel by the Seller The demurrage rate shall be as per charter-party rate fixed in the relevant clean voyage charter party concluded by the Buyer (hereinafter – “charter-party”), but in any case not more than 15000 (fifteen thousand) USD per day pro rata. If the laytime allowance is exceeded subject to exclusions stipulated in this Clause, the Seller shall pay demurrage to the Buyer calculated as per relevant charter-party terms and conditions strictly in accordance with the following provisions.

Laytime for loading by the Seller shall not count as laytime, or if the vessel is on demurrage as demurrage, when lost:

- due to breach of the Contract by the Buyer
- due to Buyer, its servants (including, but not limited to, master, shipowners, crew of the vessel) prohibiting loading
- due to reasons of the master, officers, crew of the vessel, including, but not limited to strikes, lockouts, stoppage or restraint of labour
- by reasons of local law or regulations, action or inaction by local authorities (including, but not limited to, coast guard, customs, immigration and/or health authorities
- for any other purpose of the vessel and/or Buyer only
- periods of a strike, lockout, stoppage, restraint of labour or by breakdown of machinery or equipment on the vessel
- for other reasons stipulated in this Contract.

Time consumed by the vessel in moving from anchorage/place of waiting shall not count as laytime or time on demurrage.

For laytime and demurrage calculation Conoco weather clause to be applied.

Seller shall be discharged and released from liability in respect of any demurrage claims Buyer may have under this Contract unless a claim has been presented in writing (presentation by email is acceptable) to Seller with supporting documents within 30 days from completion of loading of the cargo under this Contract

For demurrage claims supporting documents must include:

- calculation of the demurrage due with the documents supporting the rate of demurrage, and
- the certificate of notice of readiness tendered at port of loading, and
- the statement of facts for each loading berth, which all must be signed by the master of the vessel, and
- all relevant letters of protest issued by the vessel, and
- relevant charter party, containing the following wording: “Clean recap – CPDD...”,
- demurrage claim of the shipowner, with who the relevant charter party is concluded,

payment documents, evidencing the payment to the shipowner of the relevant claim amount of demurrage.

1.7 Packaging

1.7.1 “Packaging” shall mean all products made of any materials of any nature to be used for the containment, protection, handling, delivery and presentation of the Goods, including (but not limited to) paper, wooden, plastic and metal boxes, returnable metal containers, bags, pallets, and not fall within the definition of Transport as specified herein.

1.7.2 Unless otherwise specified in the Contract or the BTC, the Packaging shall be appropriate and acceptable in line with standard industry and commercial practice, taking into account the type of the Goods, transportation, and storage used (if applicable). The Packaging could be returnable and non-returnable as provided in the Contract. The Packaging must be returned to the Seller (Packaging owner) within 30 calendar days starting from the Delivery Date unless otherwise provided for by the Contract. Should the Buyer fail to return Packaging within the abovementioned period, Buyer shall pay to the Seller liquidated damages in the amount of 0,01% of the price of the shipment of the Goods for each day of delay in return of the Packaging to the Seller.

1.7.3 Special conditions of delivery in returnable metal containers (hereinafter – “metal containers”)

(a) **Operator.** If agreed by the Parties, the Seller may deliver the Goods to the Buyer in returnable metal containers, inter alia, in GPS 5 metal containers made available by the logistics operator (hereinafter – “Operator”) to the Seller for use (lease). Any rights and obligations mentioned herein as the Operator's rights and obligations shall be the Seller's rights and obligations and can be exercised and performed by the Seller itself or by the Operator on behalf of the Seller by virtue of a power of attorney issued by the Seller;

(b) **“Turnover Period”** shall mean the period of normative use of the metal containers by the Buyer at the place of destination. The Turnover Period of the metal containers shall be 30 calendar days which are calculated from the moment the Buyer receives the Goods at the place of destination (as confirmed by the Seller's Operator's notice or the Buyer's response letter to the Seller's Operator's notice with indication of actual date of receipt of the metal containers) until the Buyer sends an electronic Notice of Readiness for Return to the Seller's Operator.

(c) **The Seller's Operator's Notice.** On the planned date of delivery of the Goods to the Buyer to the place of destination, the Seller's Operator sends the Buyer a notice by e-mail with the packaging unit numbers and the details of shipping documents (hereinafter – the “Seller's Operator's Notice”) for the purposes of identification and recordkeeping of metal containers. The planned delivery date is calculated as follows: the date of the Goods shipment from the Seller's warehouse plus the planned delivery time. Should the Buyer fail to send a response letter to the Seller's Operator's Notice within 3 (three) Business Days after the actual receipt of the Goods in metal containers, indicating the actual date of the arrival of the metal containers to the Buyer, the start date of calculating the Turnover Period shall be the date specified in the Seller's Operator's Notice.

(d) **Notice of Readiness for Return.** The readiness of the metal container(s) for return shall be confirmed by the Buyer with sending to the Seller's Operator a notice of their clearing and their availability for return as per form in the Appendix B1 to the BTC (hereinafter - the “Notice of Readiness for Return”). In this case, it is irrelevant whether the Buyer indicates the metal containers' unit numbers in the Notice of Readiness for Return. If the Buyer has objections regarding return of some specific unit numbers, the data of the metal containers' tracking by their numbers used by the Seller and the Seller's Operator shall be of predominant importance in evaluation of any possible breach of obligations by the Buyer set out in this clause 1.7. Data uploaded from the personal account on the Operator's portal is of primary importance in resolving disputes related to return of the metal containers. Printed electronic messages and information from the personal account on the Operator's portal can be used as written evidence (of the fact of fulfillment/breach of the Contract terms).

(e) In the course of using the metal containers, the Buyer shall apply the FIFO principle (“First in - First out”): the metal containers with an earlier date of delivery to the Buyer shall be subject to return on a first priority basis.

(f) When handling the metal containers, the Buyer shall follow the instructions, conditions, restrictions provided by the Seller as reflected in Appendix B5.

(g) The Buyer shall return the metal containers as they are released from the Goods, to the Seller's Operator in full. The Buyer shall, upon the readiness of the metal containers for return, inform the Seller's Operator of the number of empty metal containers ready for shipment by sending an electronic Notice of Readiness for Return to the Seller's Operator's contact person

(h) Liquidated Damages

- (i) Should the Buyer fail to send a Notice of Readiness for Return to the Seller's Operator within the Turnover Period, the Buyer shall, at the Seller's request, starting from the day following the expiration of the Turnover Period, pay liquidated damages in the amount of 0,22 euro for each day of excessive use for each metal container. The liquidated damages shall not be applicable after the day the Buyer actually sends a Notice of Readiness for Return by e-mail.
- (ii) Should the improper use of the metal containers by the Buyer be detected, the Seller is entitled to claim liquidated damages in the amount of 20 euros for each metal container.
- (iii) The liquidated damages set out in Clause 1.7.2. shall not be applicable in relation the returnable metal containers.
- (i) If any damage to the metal containers is detected during the acceptance of the Goods, the Buyer shall visually inspect the metal containers and draw up the Damage Report (hereinafter - the "Damage Report"), indicating the number of the damaged metal containers and attaching photos of the damage, and shall make a corresponding note in the shipping document and shall send a scanned copy of the Damage Report and the shipping document with a corresponding note to the Seller and the Seller's Operator by e-mail within five (5) Business Days. Submission of the Damage Report shall not exempt the Buyer from filling in the "Special Notes" section of the Delivery and Acceptance Certificate introduced by **Appendix B2** hereto, in the course of returning the metal containers to the Seller's Operator.
- (j) The Buyer shall return to the Seller's Operator all metal containers, including damaged metal containers (i.e. metal containers damaged in the course of turnover and operation or parts thereof) regardless of the extent of damage. Herewith the Buyer shall make a corresponding note in the "Special Notes" section of the Delivery and Acceptance Certificate as well as complete all columns of this section of the Delivery and Acceptance Certificate. In this case, the metal containers shall be deemed to have been returned. The Buyer shall prepare for return damaged metal containers (including parts thereof) separately from the undamaged ones.
- (k) When transferring the metal containers to the Seller's Operator, the Buyer shall issue the following documents:
 - (i) Consignment Note – in 3 (three) counterparts for the representative of the Seller's Operator;
 - (ii) Delivery and Acceptance Certificate – in 2 (two) counterparts, one for the representative of the Seller's Operator and one for the Buyer (**Appendix B2**).
- (l) **Liability**
 - (i) The Buyer shall be liable for the safety of the metal containers from the moment of receiving the Goods in the metal containers at the Place of Destination and until the actual return of the metal containers to the Seller's Operator.
 - (ii) Loading of the empty metal containers ready for return shall be done by the Buyer and the Buyer shall be liable for damage to the metal containers during loading and unloading operations. In case third parties are involved by the Buyer for loading and unloading operations and other actions with the metal containers, the Buyer shall be liable for the actions of such third parties as for its own actions.
 - (iii) In case of damage or loss (destruction) of the metal containers or parts thereof, the Buyer shall indemnify the Seller the amount of their value specified in **Appendix B3** hereto, on the basis of a written claim received, for each damaged/destroyed part or damaged/destroyed unit.
 - (iv) Regardless of provisions of Clause 1.7.3 (h)(ii) herein the Seller is entitled to compensation for losses (including those related to causing harm to life and health, due to improper use of the metal containers) related to such improper use. Improper use means the use of metal containers not in accordance with the applicable guidelines (in relation to GPS 5 metal containers – guidelines attached as **Appendix B5** hereto). The improper use of the metal containers is recorded by the Seller's Operator in the Delivery and Acceptance Certificate and/or in the Non-Compliance Report for the end user.
- (m) The metal containers shall be deemed to be lost:
 - (i) If a Notice of Readiness for Return has not been provided to the Seller's Operator by the Buyer within 12 (twelve) calendar months from the date of receipt of the Goods in the metal containers by the Buyer; or
 - (ii) or automatically lost – in case of transfer of the metal containers for use to third parties by the Buyer, except for the cases provided for in clause 1.7.3.(l)(ii) hereof; or
 - (iii) or automatically lost – if transferred or delivered by the Buyer without prior written consent of the Seller to the other warehouses, premises, places with a different address rather than the Place of Destination regardless of expiration of the period indicated in Clause 1.7.3.(m)(i) herein
- (n) Should the Buyer fail to provide an unimpeded access to the place of loading of the empty metal containers for representatives of the Seller's Operator or fail to undergo the metal containers' return procedure, the Buyer shall reimburse the expenses incurred by the Seller for these reasons.
- (o) The Seller shall, at the Buyer's request, provide access to the personal account at the Operator's portal in order to organize a transparent process for monitoring the movement of the metal containers.

The Seller's Operator shall, on an annual basis, e-mail to the Buyer a report on the movement of the Packaging (hereinafter - the "Report") including information on the date of the actual receipt of the Packaging to the Buyer, the term of rated storage, the term of actual storage of the Packaging by the Buyer, the date of termination of the actual use term of the Packaging by the Buyer (the date of sending the Notice of Readiness for Return), the actual date of delivery of the Packaging to the Seller's Operator, and the number of the consignment note. The information in this Report shall include the number of each Packaging unit as well as the total quantity of the Packaging transferred to the Buyer and the total quantity of the Packaging returned to the Seller's Operator by the Buyer.

1.8 Customs formalities

1.8.1 If Goods are exported from the customs territory of the Russian Federation, Buyer shall ensure the departure of Goods from the territory of the Russian Federation within 90 (ninety) calendar days from the date when the customs procedures for export are completed on the territory of the Russian Federation (date of the stamp "Clearance allowed" in CCD).

1.8.2 Unless otherwise provided in the Contract, for the delivery by road transport and/or for the delivery by railroad within 7 (seven) Business Days from the date of issue of railway bills and / or CMR, Buyer shall provide the copies of: railway bills with legible notes made by the destination railway station; and/or CMR with legible notes of border crossing. The originals should be sent by DHL Express to the address: TRANSNATIONAL PETROCHEMICAL OIL AND GAS TRADING SPC, Postal address: Bousher / Bousher / Muscat Governorate, P.O. Box: 114, Postal Code: 111, Sultanate of Oman, Att.: Director kf@transpetrochem.com

1.8.3 If Buyer fails to fulfil the obligations under this Clause Buyer shall pay Seller liquidated damages amounting to 25 % of Goods' value.

1.8.4 The Parties confirm that the above liquidated damages are the reasonable and proportionate to protect Seller's legitimate interest in performance in the event the Transportation Documents are not provided to Seller within specified period.

PARAGRAPH II. PAYMENT

2.1 Payment Conditions

2.1.1 The Price (per metric ton) payable for the Goods shall be in accordance with the Contract and as set out in Seller's invoice. Buyer shall make payment by telegraphic transfer. Funds must be received in Seller's nominated bank account as indicated in the invoice by no later than the due date on Seller's invoice or no later than the last Banking Day before the due date if that due date falls on a non-Banking Day. Buyer shall provide Seller with a copy of its SWIFT confirmation within twenty four (24) hours of payment. The date of payment shall be deemed to be the date Seller's nominated bank account is credited with 100% (one hundred per cent) of the amount specified in Seller's invoice. The Parties hereby agree notwithstanding the currency specified in price determination of the Goods in the Contract the currency of the payment may be any of the following currencies: USD, EUR, CNY, AED, TRY. The Buyer shall make all payments under the Contract strictly in the currency specified in the respective invoice issued by the Seller and according to the bank details (hereinafter the "Bank Details") specified in the respective invoice. The conditions of this clause 3.1.1 are of the essence and breach of this clause shall be deemed a material breach for the purposes of the Contract. The payment shall be effected at the exchange rate of the Seller's bank. For USD, EUR, CNY, AED, TRY the invoice amount shall be converted into another currency by using the foreign exchange rate of the Seller's bank, rounded to four decimal places, one banking day before the Payment Date or any other rate agreed by the Parties in writing (including by email). For the purposes of this Clause: "Payment Date" means the value date indicated in a SWIFT message (or other accepted means of written interbank payment instructions) with payment instructions (or in the other respective payment document if applicable) for the respective payment.

2.1.2 The Price is exclusive of Taxes (including VAT) and Seller shall have the right to invoice Buyer for any VAT or other Taxes in so far as such Taxes are not for Seller's account under the Contract. For the purposes of these BTC, "Tax" or "Taxes" shall mean all (i) taxes, fees, duties, tariffs, levies, imposts, or other public charges of any kind, including, without limitation, taxes, required contributions or other charges on or with respect to income, franchise, gross receipts, property, sales, use, profits, capital stock, payroll, employment, social security, health insurance fund, pension fund and other social funds, workers compensation and unemployment or related compensation, (ii) taxes or charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added or gains taxes, (iii) license registration or documentation fees, (iv) customs duties, tariffs and similar charges of any kind whatsoever and (v) any interest, penalties, additions to tax or additional amounts imposed by any taxing authority with respect to those items enumerated in items (i), (ii), (iii) and (iv) of this definition.

2.1.3 All payments due or payable to Seller under the Contract shall be paid in full without the right to any discount, deduction, set-off, lien, claim or counter-claim, regardless of whether Buyer is required to withhold or to apply any Taxes on payments made under the Contract. If Buyer is required to withhold or to apply any Taxes on payments made under the Contract, then Buyer shall gross up such payments so that Seller receives after the deduction of Tax, the full sum due and payable under the Contract as if no such Taxes had been deducted, regardless of any withholdings or application of any Taxes on payments made under the Contract. For the avoidance of doubt, Seller shall be entitled at all times to set-off against any and all amount owing at any time from Buyer to Seller against any amount payable at any time by Seller under the Contract.

2.1.4 If Buyer fails to pay any amount when due under the Contract, Buyer shall pay to Seller interest on the outstanding amount for each day of delay at the rate of twelve per cent (12%) per annum. The Parties agree that this rate is fair and it represents actual damage suffered by the Seller.

2.1.5 If Buyer breaches the terms of payment, Seller may, at its option, suspend delivery of the Goods to Buyer, require security for payment or unilaterally terminate the Contract.

2.1.7 On a semi-annual basis the Verification Act should be fully executed by both Parties. The Seller shall send by fax or by email to the Buyer the Verification Act signed by the Seller once in a quarter. Within 2 (two) days from the date of receipt of the Verification Act signed by the Seller the Buyer shall check the Goods delivered quantity, amount paid for the Goods, and provide the Seller with its motivated objections (if any). The Seller shall consider such motivated objections within 7 (seven) days and put the corrections into the Verification Act or negotiate with the Buyer on the amicable basis the content of the Verification Act which should be executed by both Parties. Without prejudice to the above, the Verification Act shall be executed upon any Party request if any.

2.1.8 "Verification Act" shall mean verification act executed between the Buyer and the Seller and confirming the quantity of and amount paid for delivered the Goods for a particular period.

2.2 Payment terms

Payment for the Goods shall be effected by Buyer in accordance with the method set out in the Contract, which shall either be by way of prepayment in accordance with Article 2.2.1 or post payment in accordance with Article 2.2.2.

2.2.1 Prepayment

(a) Buyer shall pay one hundred per cent (100%) of the amount specified in Seller's proforma invoice in advance of delivery by not later the date specified in Seller's proforma invoice. Seller's proforma invoice shall be issued on the basis of the Nominated Quantity.

(b) If the amount paid by Buyer as prepayment for the Goods is less than the amount due for the quantity of the Goods delivered by Seller to Buyer under the Contract as set out in the relevant Transportation Document ("**Delivered Quantity**") Buyer shall pay the outstanding balance within five (5) days of Seller's invoice for the balance.

(c) If the amount paid by Buyer as prepayment for the Goods exceeds the amount due for the Delivered Quantity, the Parties shall mutually agree if (i) such difference between the amounts will be applied to future deliveries under a Contract or otherwise; or (ii) Seller shall reimburse Buyer such difference.

(d) Should Buyer pay less than 100% of the amount specified in Seller's invoice according to Article 3.2.1(a) above, Seller may, but shall not be obliged to, deliver a quantity of the Goods corresponding the actual amount of prepayment received from Buyer.

(e) In case of partial prepayment The Buyer shall pay the Goods via the following terms: 5% - 50 % (as specified in the proforma invoice) of the Total Goods Value shall be paid by the Buyer in advance before the Goods dispatched from Manufacturer but in any case not later than within than 5 Business Days after the date of the Seller's proforma invoice, 50 % - 95 % (as specified in the proforma invoice) of the Total Goods Value shall be paid by the Buyer after the Goods dispatched from the Place of Shipment but in any case not later than 5 Business Days after date of Bill of Lading issued at the Place of Shipment. In case the Buyer fails to pay the remaining amount of the Total Goods Value within 5 days as specified above, the Seller shall not be liable to deliver the Goods to the Buyer and is entitled to retain the advance payment paid by the Buyer for compensation of the Seller's expenses and/or losses. Transfer of title and risk shall occur after receiving 100% payment to the Seller's bank account.

2.2.2 Post payment

Buyer shall, upon delivery, pay one hundred per cent (100%) of the amount specified in Seller's invoice by no later than the due date specified in Seller's invoice.

PARAGRAPH III. QUALITY AND QUANTITY

3.1 Quantity Certification

3.1.1 The Delivered Quantity under the Contract shall be equal to the quantity stated in the Transportation Document.

3.1.2 Seller shall be entitled to a delivery tolerance of ten per cent (+/-10%) of the Nominated Quantity without any right for Buyer to claim that Seller did not meet the Nominated Quantity, and/or require Seller to take back any quantities in excess of the Nominated Quantity.

3.1.3 In case of the amount paid by the Buyer as the prepayment for the Goods exceeds the amount due to be paid for the Nominated Quantity the Parties shall mutually agree if (i) such difference between the amounts will be applied to the further deliveries if applicable or (ii) the Seller shall return such difference between the amounts within 5 (Five) days of an appropriate Verification Act is executed by the Parties.

3.2 Quality and Quantity Inspection

3.2.1 The quantity of the Goods stated in the Transportation Documents shall be based on the weight determined at the Place of Shipment.

3.2.2 Unless otherwise agreed by the Parties in accordance with the procedure set out in the Contract, the quality and quantity of the Goods may, at the Buyer's election, be verified at the Place of Destination by an independent-recognized inspector appointed by the Parties to perform quality and quantity inspection of the Goods such as SGS (or similar internationally recognized inspection company mutually agreed between the Parties) ("**Inspector**") in accordance with the standard practice at the Place of Destination. The costs of the inspection pursuant to this Article 3.2.2 shall be borne by Buyer. Seller shall, at its own cost and expense, have the right to have a representative present to witness the inspection.

3.2.3 The results of the Goods' quantity and quality inspection at the Place of Destination shall be documented in the report, conclusion, opinion, certificate or other written document (or combination thereof) issued by the Inspector ("**Inspector's Report**") and shall be conclusive and binding on the Parties for invoicing purposes and for quality purposes and/or for quantity purposes, except in case of fraud or manifest error. The Inspector's Report shall be issued to the Parties as soon as practicable upon completion. The Inspector shall retain samples taken for at least ninety (90) days from the date of inspection.

3.2.4 In the event that the quality of the Goods does not conform to the specification describing the quality of the Goods agreed by the Parties set forth in the Contract ("**Specification**"), the Parties shall discuss any discounted Price that can be paid by Buyer for such non-conforming Goods, or, if no agreement is reached on a discounted Price, Seller shall, at its option, either: (a) replace the defective portion of the Goods with an equal quantity of the Goods within a reasonable time of receiving Buyer's notice; or (b) in the event of a prepayment pursuant to Article 2.2.1, refund any prepayment of the Price in respect of that portion of the Goods which is shown to be defective.

3.3 Claims

3.3.1 Any claims in respect of the quantity of the Goods or in respect of damage in transit must be made by Buyer to Seller within three (3) Business Days after the Delivery Date. For the purposes of these BTC, "**Delivery Date**" shall mean the moment when the Goods are deemed delivered to Buyer and which concurs with the transfer of risk and/or title from Seller to Buyer as per the Incoterm specified in the Contract.

3.3.2 Any claims in respect of non-conformity to the Specifications or any other claim related to the quality of the Goods noticed during the initial inspection at the Place of Destination must be made by Buyer to Seller as soon as Buyer becomes aware of such non-conformity and, in any event, within two (2) weeks after the Delivery Date. Claims in respect of defects that could not have been reasonably detected during unloading and an inspection at the Place of Destination shall be made to Seller as soon as Buyer becomes aware of such defect, and in any event prior to the processing or co-mingling of the Goods or within ninety (90) calendar days of the Delivery Date, whichever is the earlier.

3.3.3 If Buyer fails to make a claim within the relevant periods provided in this Article 3.3 such claim will automatically be considered as time barred, null and void, and such delivered Goods shall be deemed to be accepted by Buyer and in conformity to the Specifications and further claims in respect of such Goods shall not be permitted.

PARAGRAPH IV. LIABILITY

4.1 Late acceptance and non-acceptance

4.1.1 If Buyer fails or refuses to accept a delivery of the Goods or any part thereof within the applicable laytime; provided that such Goods have been delivered in accordance with the Contract, or in case of a DAP delivery if the Buyer fails to pick-up the Goods within 5 business day from the release order date without prejudice to Seller's other rights under the Contract or applicable law, Seller may either (a) pass the Goods to an appropriate local logistics and/or storage company at Buyer's risk and expense of which Buyer shall be notified within a reasonable time; or (b) sell the quantity of the Goods which were not taken by Buyer. Seller shall also be entitled to claim without limitation all and any transport costs, cancellation costs, storage costs, customs duties, demurrage and other similar or related costs and expenses arising out of or in connection with such late acceptance or refusal together with the difference in the price obtained for the Goods when compared to the Price under the Contract.

4.1.2 Seller is entitled to exercise its rights under Article 4.1.1 irrespective of whether title to the Goods has passed to Buyer under the Contract. The quantity of the Goods confirmed by such a logistics or storage company upon receipt shall be deemed as due confirmation of the quantity of the Goods delivered by Seller.

4.1.3 Late Transport return. In the event that the Buyer (or the Buyer's authorized representative, or the Buyer's Carrier, etc.) fails to return Transport timely and/or comply with the turnover period set out by the Contract in relation to any type of Transport, the Buyer shall reimburse all and any Seller's costs and expenses arising out of or in connection with such late Transport return and pay liquidated damages (if the latter are provided for in the Contract).

4.2 Limitations of Liability

4.2.1 Nothing in this Agreement shall limit or exclude either Party's liability for: (a) death or personal injury resulting from the negligence of that Party or its directors, officers, employees, contractors or agents; (b) any losses to the extent caused by fraud, fraudulent misrepresentation, deceit or dishonesty; or (c) any other liability which cannot be excluded or limited by applicable law.

4.2.2 Neither Party shall be liable whether in contract, tort (including negligence), under any indemnity, breach of statutory duty, or otherwise arising out of, or in relation to, the Contract for: any loss of profit or revenue; loss of goodwill; any cost of labour; loss of further business; repudiatory breach; or any indirect or consequential loss.

4.2.3 Seller's liability to Buyer whether based on an action or claim in contract, tort (including negligence), under an indemnity, breach of statutory duty or otherwise arising out of, or in relation to, the quality of the Goods delivered hereunder, shall not exceed, in relation to a shipment of the Goods, at the lessor of (i) fifty per cent (50%) of the amount, in respect of a relevant shipment of the Goods, calculated by multiplying the Delivered Quantity by the Price or (ii) the amount of the Goods processed by the Buyer within the relevant shipment.

PARAGRAPH V. MISCELLANEOUS

5.1 Health, Safety and Environment

5.1.1 The Goods supplied shall be in a condition which Seller reasonable considers to not constitute a hazard to health or safety, provided that the Goods are handled, used and stored in accordance with best industry safety practices applicable to the Goods. Buyer shall consult the Manufacturer's Material Safety Data Sheet (MSDS) (if any), relevant codes of practice and factory inspectorates with regard to adequate hygiene, safety and environmental standards and enforcement thereof, with respect to handling, processing and storing of the Goods and any by-products and wastes. Buyer shall have no claim of any kind against Seller directly or indirectly arising from damage to any property or person as a result of direct or indirect exposure to the Goods. For the purposes of these BTC, "**Manufacturer**" shall mean the plant by which the Goods are produced.

5.1.2 Seller shall not be liable for any cost, loss or damage resulting from the receipt of the Goods in non-compliant storage facilities. Buyer shall indemnify Seller against any claim which any third party may bring against Seller in this respect.

5.1.3 Any advice given by Seller concerning storage, transport, use or application of the Goods delivered shall be on a without prejudice basis and

Seller shall not be liable for any loss, damage or expense resulting from observance to such advice.

5.1.4 Notwithstanding any other provision to the contrary in the Contract, in providing Buyer with any health, safety and environmental information relating to the Goods required or reasonably requested by Buyer in order to comply with REACH, regardless of their source, Seller provides no warranty or representation as to the accuracy or completeness of such information and Seller accepts no liability for any loss, damage, delay or expense incurred by Buyer for whatever reason arising from its reliance on the accuracy of such information and/or the existence of a valid (pre-) registration of the Goods to be imported into the EU/EEA.

5.2 Force Majeure and Sanctions

5.2.1. Neither Party shall be liable to the other Party for any delay or non-performance of any obligations under the Contract if such delay or non-performance is due to circumstances reasonably beyond such Party's control and could not have reasonably been prevented by such Party ("**Force Majeure Event**"). For the purposes of this Article 6.2, any decrease in the production of the Manufacturer shall be deemed to be a Force Majeure Event. A Party seeking relief under this Article 6.2 shall promptly notify the other Party of the relevant event, which notification shall be accompanied by a certificate or other document describing the occurrence of the Force Majeure Event and its anticipated duration issued by the respective Chambers of Commerce of Seller's or Buyer's country or of a transit country or any other Applicable Authority, or, in the event of a failure to supply by the Manufacturer and/or Seller, a notice issued by the Manufacturer and signed by the authorised representatives of the Manufacturer. For the purposes of these BTC, "**Applicable Authority**" shall mean (a) any supranational organization or any state or political subdivision thereof, and (b) any authority exercising executive, legislative, judicial, regulatory or administrative functions on behalf of the supranational organization, the state or its political subdivision, including without limitation any supranational authority, government authority, ministry, agency, department, board, commission or instrumentality and subdivisions thereof, pursuant to the rights granted thereto by applicable law. In the event that the affected party's inability to perform exceeds three (3) months, the Party not affected by a Force Majeure Event shall, on giving of 30 (thirty) days written notice, have the right to terminate the Contract. Where the Contract is so terminated, neither Party will be entitled to compensation or damages arising from or in connection with this Clause, save in respect of shipments delivered prior to the Force Majeure Event.

5.2.2. Where any performance by a Party would be in violation of, inconsistent with, or expose such party to the Sanctions, such Party (the "**Affected Party**") shall, as soon as reasonably practicable give written notice to the other Party of its inability to perform. Once such notice has been given the Affected Party shall be entitled: i. to immediately suspend the affected obligation (whether payment or performance) until such time as the Affected Party may lawfully discharge such obligation; and/or ii. where the inability to discharge the obligation continues (or is reasonably expected to continue) until the end of the contractual time for discharge thereof, to a full release from the affected obligation, provided that notwithstanding the foregoing, where the relevant obligation relates to payment for the Goods which have already been delivered under the Contract, the affected payment obligation shall either (i) remain suspended until such time as the Affected Party may lawfully resume payment, or (ii) be cancelled by the Seller, provided that the Parties will have the opportunity to carry into execution the return of such Goods to the Seller, unless otherwise agreed by the Parties in writing; in each case without any liability whatsoever (including but not limited to any damages for breach of Contract, penalties, costs, fees and expenses).

Seller shall not be obliged to deliver any shipment of the Goods if it considers that Buyer shall not be able to perform its payment obligations in relation to that shipment of the Goods as a result of Sanctions.

For the purposes of these BTC, (i) "**Sanctions**" shall mean economic, financial or trade sanctions laws, regulations, embargoes or other restrictive measures adopted, enacted or administered by any governmental authority of the European Union or any of its member, the United States of America, the United Nations, the United Kingdom, Switzerland, Ukraine, Lithuania, Latvia, Finland, Estonia or the Russian Federation; and (ii) "**Affiliate**" shall mean any person or entity that directly or indirectly controls, is controlled by, or is under the common Control of Seller or Buyer ("**Control**") shall mean direct or indirect beneficial ownership of more than fifty percent (50%) of the authorized share capital which provide voting rights or other voting interests in the entity in question).

The Buyer represents and warrants that Goods purchased by the Buyer from the Seller shall be used for peaceful and non-military purposes and that Goods purchased by the Buyer from the Seller shall not be used by the Buyer, any third parties, including, but not limited to, end-user, end-buyer of the Goods, directly or indirectly, for the any other purposes: a) for use in a nuclear fuel cycle not covered by IAEA safeguards (including, but not limited to, the creation of nuclear explosive substances, special non-nuclear materials and related technologies); b) for use for any military purposes, including, but not limited to, as a component for production of chemical, biological, nuclear or missile weapons and means of its delivery; c) for the development, production, storage, maintenance and use of military and/or nuclear facilities, military equipment and/or materials and/or for military purposes dual-use items and materials and related technologies. The breach of obligations under this clause by the Buyer constitutes a material breach of the Contract. The Buyer shall unconditionally indemnify and hold the Seller harmless for any damages, penalties and expenses incurred by the Seller arising out of and/or in connection with the Buyer's breach of obligations under this clause.

5.3 Arbitration and Governing Law

5.3.1 The Contract and any non-contractual rights and obligations arising out of or in connection with it shall be governed by, interpreted and construed in accordance with the laws of England and Wales notwithstanding the choice of law rules of any jurisdiction and determined without reference to the principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.

5.3.2 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under Arbitration Rules of the DIFC – LCIA Arbitration Centre ("**DIFC Arbitration**"), which rules are deemed to be incorporated by reference into this clause ("**DIFC Rules**"). The legal seat of arbitration shall be Dubai, UAE.

5.3.3 The arbitral tribunal shall be composed of a sole arbitrator where the amount in dispute does not exceed USD 1,000,000. Where the amount in dispute exceeds USD 1,000,000, the arbitral tribunal shall be composed of three arbitrators.

5.3.4 If the size of the claim is amended, such that a different procedure should apply under this Article 5.3, the relevant arbitration proceedings shall be terminated and recommenced in accordance with the newly-applicable procedure. The amount in dispute includes claims made in the request for arbitration and any counterclaims made in the answer to the request for arbitration.

5.3.5 The decision of the arbitrators shall be final and binding on the Parties. The arbitrators' awards shall be consistent with the limitations of liability and other terms and conditions set out in the Contract, to the extent permitted by English law. The arbitration proceedings shall be conducted in the English language, and the award shall be in English. Each Party shall submit the documents in English.

5.3.6 Each party hereby irrevocably and unconditionally and to the fullest extent permitted by applicable law waives any rights of sovereign immunity which it may have now or which it may subsequently acquire in respect of its position or any property and/or assets (present or subsequently acquired) belonging to it.

5.4 Duration and Termination

5.4.1 The Contract shall come into effect on the Effective Date and shall continue in force until all obligations have been fulfilled (unless earlier terminated hereunder or the Parties agree otherwise in accordance with the procedure set out in the Contract) and/or until such time as all payments

are made by Buyer in full.

5.4.2 Seller may, at its sole discretion and in addition to any other legal remedies it may have, upon giving five (5) Business Days' written notice to Buyer, suspend all deliveries under the Contract and/or unilaterally terminate the Contract where: (a) Buyer is in breach of any condition of the Contract; (b) unloading of the Goods is delayed by more than ten (10) hours after a train or truck has arrived at the Place of Destination due to reasons attributable to Buyer and such delay is not excused by any other provision of the Contract; (c) there is a change in the direct or indirect ownership of Buyer or its parent company; and/or (d) Buyer or its parent company either: (i) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization, administration, liquidation or similar proceeding or is in Seller's reasonable opinion expected to be unable or unwilling to pay its debts as the same become due; or (ii) ceases or threatens to cease to function as a going concern or conduct its operations in the normal course of business.

5.4.3 Any termination under this Article 5.4 shall be without prejudice to the rights and obligations of each Party as accrued on the date of termination (including for the avoidance of doubt Buyer's obligation to make payments under the Contract).

5.4.4 Except in relation to any failure or inability to make a payment due under the Contract, and Buyer's liability for demurrage due hereunder, (which shall not be excused), neither Party shall be liable to the other Party for any delay or non-performance of any obligations under the Contract if such delay or non-performance is due to circumstances reasonably beyond such Party's control.

PARAGRAPH VI. FINAL PROVISIONS

6.1.1 This Contract shall become effective on the Execution Date and shall remain in force until 1 January 2043. Expiration of these BTC or the Contract, as well as its early termination for any reasons, does not release the Parties from their obligations under these BTC arising during the term of validity of these BTC or the Contract, and from the responsibility for their non-fulfillment and / or improper fulfillment. Each Party may terminate these BTC with the prior written notice to the other Party.

6.1.2 No amendment or variation of the Contract shall be effective unless in writing and signed by a duly authorized representative of each of the Parties to it, (except for a Sales Order Confirmation concluded by electronic means pursuant to Paragraph I above). Without limiting the above, Seller is entitled to unilaterally without prior specific notification change these BTC from time to time by uploading a new version of the BTC to Seller's website. For the purposes of the Contract, the new version of the BTC shall come into force, and the Contract shall be deemed amended, ten (10) Business Days after such upload

6.1.3 Seller undertakes to procure that as of the moment of transfer of title to the Goods in favour of the Buyer, it will have a full legal title to the Goods and that it will have a full right and power to convey such title to Buyer. Seller makes no other guarantees, warranties, representations, express or implied, written or oral as to merchantability, quality, fitness for purpose and any such warranties, conditions or other terms implied by applicable law, custom, contract or otherwise, are specifically excluded to the fullest extent permitted by applicable law.

6.1.4 Except as otherwise expressly provided in these BTC or the Contract, each Party must pay the costs and expenses incurred by it in connection with entering into and performing its obligations under this Contract.

6.1.5 Nothing in this Agreement is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

6.1.6 Except for the Contracts entered into under these BTC, these BTC constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

6.1.7 If, at any time, any provision of these BTC or the Contract is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

6.1.8 Neither Party may assign the Contract or any of its rights under the Contract or transfer any obligations under the Contract, without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the consent of Buyer, assign or transfer its rights and/or obligations under the Contract in whole or in part to any Seller Group Company or to any bank. Any attempt at assignment or transfer in violation of this Clause shall be null and void. For the purposes of these BTC, "**Seller Group Company**" shall mean any legal entity falling under the same corporate group of companies as Seller.

6.1.9 All information received by a Party from the other Party relating to the Contract shall be treated as confidential. Seller is permitted to disclose, without Buyer's prior consent, any such confidential information to (a) any bank for the purposes of the factoring of invoices issued hereunder and (b) to any Seller Group Company.

6.1.10 In purchasing the Goods, Buyer shall not obtain any rights to any intellectual property in or relating to the Goods, including (without limitation) any trade marks, copyright, patents or rights in designs and, where such intellectual property is capable of registration, whether or not the same is registered.

6.1.11 This Contract is executed in English language in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each Party agrees to sign these BTC and any related Contract by electronic signature (whatever form the electronic signature takes, including exchange of scanned signature pages along with the execution version of these BTC or the Contract) and that this method of signature is as conclusive of our intention to be bound by these BTC and the Contract as if signed by each Party's manuscript signature.

6.1.12 Any communication or notice required or permitted to be notified or given under these BTC and any Contract will be made in writing in the English language and will be deemed to have been duly and validly given if sent:

(a) by registered letter or cable and received by addressee; or

(b) by e-mail and received by addressee, as confirmed by delivery receipt by the email management software, addressed, in each case, as follows:

if to the Seller:

Bousher / Bousher / Muscat Governorate, P.O. Box: 114, Postal Code: 111, Sultanate of Oman

or at such other address and/or email address as any Party may indicate to the other pursuant to this Clause 6.1.12.

6.1.13 Notices to any Party are deemed to be received by e-mail, provided that, for the purpose of record procedures, any order or claim sent by e-mail shall be subsequently dispatched by regular or courier mail within 30 (thirty) days from being emailed to a Party.

Notice of Readiness (for Return)**To Consumers of Goods in returnable metal containers (GPS5 crates)**

The metal box you have received is a returnable item from GPS's global pool of GPS5 crates. Part of the contract with the supply is a commitment by GPS to arrange collection when you have discharged the product. It is important that we know when the GPS5 crates are ready for collection and require your assistance to inform us frequently and in a timely manner of the date and time. This form is also important because it confirms the de-hire date under the contracted supply. Thank you in advance for your assistance.

How to let us know:

EMAIL:

Requestor (company name)	
GPS5 received from (name of Seller)	
De-hire Date	

GPS5 Quantity	
GPS5 to load on / at	DATE: TIME:
COLLECTION ADDRESS	
Contact Person	
Telephone Number	
E-mail	

Any special collection instructions (e.g. *Internal Ref. Number*):

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Duly authorised, for and on behalf of TRANSNATIONAL PETROCHEMICAL OIL AND GAS TRADING SPC (stamp) Duly authorised, for and on behalf of [name of the Buyer] (stamp)

Signature:
Name:
Title:

Signature:
Name:
Title:

Delivery and Acceptance Certificate No. _____

On the return of GPS 5 returnable metal packaging and their transfer to the Operator (_____) under Contract No. _____ dated _____, 20__ between _____ (hereinafter the "Consignor") and TRANSNATIONAL PETROCHEMICAL OIL AND GAS TRADING SPC

Date: _____;

Consignor: _____;

Consignee: _____;

We, the undersigned, _____ (indicate the name of the Consignee), represented by _____, (job position), acting on the basis of _____, on one hand, and _____, represented by _____, acting on the basis of _____, on the other hand, have drawn up this Certificate stating that on _____ (date) _____ (Consignee) returned ___ packaging ____ [GPS 5].

Quantity of containers (packaging) for return	
GPS5 container numbers for return <input type="checkbox"/>	

_____ **GPS 5 containers were loaded into the transport vehicle:**

Transport vehicle type and number	
Consignment note number	
Loading place	

Special marks (indicating Packaging unit numbers)

Damaged containers numbers	Description of damaged packaging (box, base, wall)

Duly authorised, for and on behalf of the Consignor:

Signature:
 Name:
 Title:

Consignee:

_____ [Operator]
 Driver's signature
 _____ /Full name/

Duly authorised, for and on behalf of TRANSNATIONAL PETROCHEMICAL OIL AND GAS TRADING SPC (stamp)

Signature:
 Name:
 Title:

Duly authorised, for and on behalf of [**name of the Buyer**] (stamp)

Signature:
 Name:
 Title:

* Optional

Estimated value of the metal containers or parts thereof

Packing unit, component, which is not subject to repair (destroyed), damaged or lost (absent)	Amount of losses recoverable to the Seller
Case	€ 300.00
Base	€ 120.00
Wall	€ 45

Duly authorised, for and on behalf of TRANSNATIONAL
PETROCHEMICAL OIL AND GAS TRADING SPC
(stamp)

Signature:
Name:
Title:

Duly authorised, for and on behalf of [**name of the Buyer**]
(stamp)

Signature:
Name:
Title:

**Packaging
Damage Report No. _____**

Date: _____ city of _____

Place of the Report: _____

Commission consisting of:

Chairman: Full name, job position, company name

Members of the Commission:

Full name, job position, company name

Full name, job position, company name

Full name, job position, company name

It has been established that during the acceptance of cargo (indicate the name of the cargo) during opening (indicate the transport vehicle type) No. _____, the fact of damage to GPS5 metal containers was recorded.

Freight forwarder's name: _____

Consignment note number: _____;

Consignor: _____;

Consignee: _____;

Dispatch station: _____;

Destination station: _____;

Date of delivery for unloading: _____;

Intactness of seals and description of impressions: _____;

Condition of the transport vehicle (indicate the type): _____;

Description of damage to the packaging: _____;

Quantity of damaged containers: _____;

Damaged containers numbers	Description of damage to the packaging (box, base, wall)

Attachment to the Report: photos of damaged boxes with numbers indicated.

Chairman of the Commission: job position, company _____ /Full name/

Members of the Commission:

job position, company _____ /Full name/

job position, company _____ /Full name/

job position, company _____ /Full name/

Driver of the transport vehicle _____ /Full name/

Duly authorised, for and on behalf of Consignee

Duly authorised, for and on behalf of Consignor

Signature:

Signature:

Name:

Name:

Title:

Title:

Duly authorised, for and on behalf of TRANSNATIONAL PETROCHEMICAL OIL AND GAS TRADING SPC

Duly authorised, for and on behalf of [name of the Buyer] (stamp)

Signature:

Signature:

Name:

Name:

Title:

Title:

"Guidelines for use and return of reusable metal packing GPS 5"



**GPS 5 CRATE
RETURNABLE METAL CONTAINER**



Crate Using, Handling and Collection Guidelines

Proteco de Sage FMQ/PPD/Eng/UK
Date : 29/08/2023/Rev:0



GPS 5 CONTAINER FEATURES



GPS 5 container features:

- Collapsible metal container
- Colour : galvanised
- Marking « gps 5 » on the right foot
- Bar codes + gps details label on the left foot
- External dimensions : l 1465 x 1150 x h 1123
- Unit weight : 133 kg -2/+5
- Large sides stand alone and are removable
- Small sides collapse outwards
- 2 locks per large side
- Liability label on large sides (please read carefully)

GPS CONTAINER REGISTERED UNDER HS CODE: **860900**

Proteco de Sage FMQ/PPD/Eng/UK
Date : 29/08/2023/Rev:0

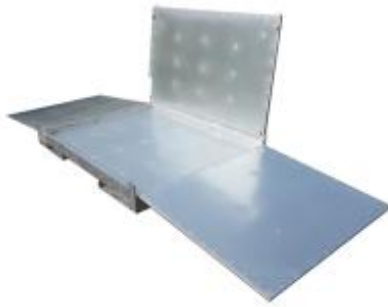
Full Crates Stacking

Open and Remove Big Side

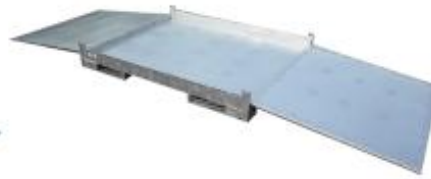
Open and Take out Rubber Bales




Option 1 : large sides are removable.
Remove 1 large side
Do not forget to hinge back the sides when the operation is finished



Option 2 : small sides can be opened out completely. Open both for an easy access to the last rubber bales layer
Do not forget to hinge back the sides when the operation is finished



 Do not climb on, or step onto the sides to pull out the rubber bales as it damages the sides.

Procedures of usage FMO RFP5 (English)
Date : 29/08/2023 Rev. 1/1

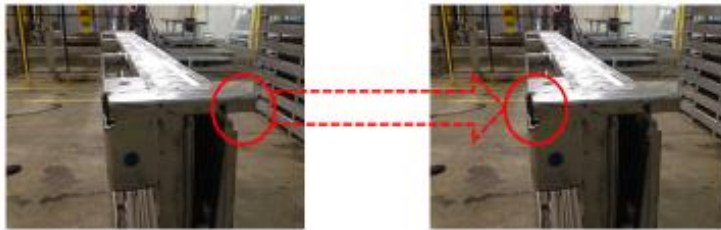


Make sure when moving around two containers filled that the feet of the top container are interlocked in the stacking pins of the bottom container

Procedures of usage FMO RFP5 (English)
Date : 29/08/2023 Rev. 1/1



How to Stack the Empty Crates?



The upper part of the foot fits in the foot locating lug of the top crate.



Proccole cd/wage PMQ/PPD/Eng/af
Date : 29/08/2018/Rev.1/4



How to Stack the Empty Crates

Step 1



Step 2



Step 3



Make sure that the corners of both stacks are lined up



Proccole cd/wage PMQ/PPD/Eng/af
Date : 29/08/2018/Rev.1/4

Proccole cd/wage PMQ/PPD/Eng/af
Date : 29/08/2018/Rev.1/4



Bad Example



ANY WRITING ON GPS CONTAINERS IS STRICTLY FORBIDDEN

