

**QATAR CHEMICAL AND PETROCHEMICAL MARKETING
AND DISTRIBUTION COMPANY (MUNTAJAT) Q.P.J.S.C.**

**GENERAL TERMS AND CONDITIONS
FOR THE SALE OF PRODUCT IN
CONTAINERS, ROAD TANKERS, TRUCKS,
RAIL TANK CARS AND FREIGHT CARS**

1 JANUARY 2023

1. GENERAL

- 1.1. These General Terms and Conditions of Sale ("**GTCs**") comprise the basis on which Qatar Chemical and Petrochemical Marketing and Distribution Company (Muntajat) Q.P.J.S.C. ("**Seller**") sells Products in Containers, Road Tankers, Trucks, Rail Tank Cars, and Freight Cars.
- 1.2. In these GTCs:
- (a) Counterparty/counterparties of Seller are referred to as the "**Buyer**".
 - (b) Each Seller and Buyer may also be referred to as a "**Party**" and together as "**Parties**".
 - (c) A binding contract ("**Specific Agreement**") is not formed until either:
 - i. A Specific Agreement is signed by both Buyer and Seller; or
 - ii. Buyer returns signed or stamped quotations and Seller thereafter issues a pro forma invoice. Buyer's general terms and conditions of purchase shall not form part of the Specific Agreement.
 - (d) Any abbreviation of an international commercial delivery term shall be deemed to be a reference to Incoterms 2020
 - (e) Every condition of the Specific Agreement shall prevail if it is in conflict with any agreed Incoterms.

2. DELIVERY

- 2.1 The total quantity of the Product shall be sold and delivered in Containers, Road Tankers and Trucks evenly spread (number of liftings and quantity of Product per lifting) over the contract term. Notwithstanding the agreed Incoterm 2020, risk of loss or damage to the Product shall pass from Seller to Buyer:
- (a) in the case of the Product to be delivered in Containers on board a vessel, when the Product crosses the vessel's rail at the named port of shipment (loading); or
 - (b) in the case of Product to be delivered on board a Road Tanker or ISO Tank on a Truck, when the Product passes the point at which the outlet flange/coupling of the loading arm connects with the inlet flange/coupling of the Road Tanker or ISO Tank; or
 - (c) in the case of the Product to be delivered on board a Truck, Rail Tank Car, or Freight Car, when the Product is placed onto the Truck, Rail Tank Car, or Freight Car
- (each of (a) to (c) respectively, a "**Delivery**").

3. OWNERSHIP

- 3.1 Title to the Product shall pass to the Buyer simultaneously with the passing of risk. Notwithstanding the above, where the Buyer is located in, and the Product is shipped to, the United Kingdom or Germany, the Seller shall retain exclusive title to the Product until receipt of payment in full.

4. SHIPMENT NOTICE

- 4.1 Delivery of the Product may be carried out in bulk or packed in bags loaded within the Containers or Road Tanker or onto a Truck, Rail Tank Cars, or Freight Cars. Pallets provided with the Product are designed for one-way and one-time use and specifically for the Product sold and subject always to the Seller's warranties given in Clause 5 below. The Seller assumes no responsibility or liability of any kind for loss or damage to the bags or pallets (including their storage and/or stacking) after passing of risk of loss or damage to the Product to the Buyer.
- 4.2 Unless otherwise stated in the Specific Agreement, the Seller shall provide the Buyer with written notice of:

- (a) the shipping marks and numbers (if applicable);
 - (b) the name of the vessel upon which the Product was shipped (if applicable or known);
 - (c) the estimated time of arrival of the Product at the destination port (if applicable or known);
 - (d) the date and number of any bill(s) of lading, waybill(s), cargo receipt(s) or any document(s) similar to any of the foregoing (if applicable);
 - (e) the port of loading/loading place;
 - (f) the port/place of discharge (if applicable);
 - (g) signed certificates of quality, quantity, and, if requested by Buyer, certificates of origin;
 - (h) in respect to CIF and CFR sales only, details of the insurance procured for the shipment; and
 - (i) in respect of FCA sales only, the estimated date that the stuffed and sealed containers will be ready for collection from the port of loading/loading place.
- 4.3 For the avoidance of any doubt in respect to points 4.2(a) – (i) above, any communicated or offered shipping departure date, transit times, routing, ETAs from Sellers side are indicative only, and are subject to change according to the actual situation and prevailing circumstances. All destination local charges are on Buyer's account unless explicitly specified in the Specific Agreement, and it is according to the published tariff by the respective authorities and/or service providers.

5. PRODUCT QUANTITY/QUALITY

- 5.1 The Seller may supply an excess or deficiency of up to 5% of the weight or volume ordered, and the Buyer shall pay for the quantity so supplied. Differences in the net weight or volume, against the invoiced quantity, of up to 0.5% are deemed to be accepted by the Parties. The Seller shall measure, sample, and test the Product in its customary manner at the loading location to determine the quantity and quality of the Product delivered. The results of such measurement, sampling and testing shall be treated, in the absence of fraud or manifest error, as conclusive and binding as to the quantity and quality of the Product loaded.
- 5.2 The Seller warrants that at the last point before risk of loss transfers to the Buyer, the Product shall conform to the specifications provided by the Seller or, if not provided, as published by the Seller. The Seller hereby excludes any other warranty or representation of any kind, express or implied, concerning the Product, whether of satisfactory quality, merchantability, fitness or suitability for a particular purpose or otherwise (including for any subsequent purchaser or transfer of Seller's Product). Sections 13, 14 and 15 of the Sales of Goods Act 1979 are excluded from this Agreement to the extent permissible by law. The Buyer warrants that it shall exclude all implied warranties concerning the Product in all contracts with its customers or third parties and shall indemnify the Seller should it fail to do so.

6. TAXES

- 6.1 The Seller shall be liable for any and all taxes, duties, imposts, charges, fees and dues (together "Taxes") imposed or levied on the Product up to and excluding the point of Delivery. The Buyer shall be liable for all any and Taxes imposed or levied on the Product (including the sale thereof) from and including the point of Delivery.

7. PRICE/PAYMENT

- 7.1 The Buyer shall pay the price to the Seller for the Product as follows:
- (a) by the date set out in Specific Agreement, or
 - (b) in case no date is set out in the Specific Agreement, within thirty (30) days from each BL Date or Shipment Date (in each case of (a) and (b), the "**Due Date**"), against presentation of the Seller's invoice.

- 7.2 Invoiced amounts shall reach Seller's nominated bank account, free of all bank charges (including interim bank charges), Taxes for Buyer's account and without any deduction, withholding or setoff, no later than the last day of the agreed payment term. If any payment due under the Agreement remains unpaid after its Due Date, interest on the unpaid amount shall accrue from the Due Date to the date of payment in full, calculated based on the actual amount outstanding from time to time at a rate equal to the SOFR plus four percent (4%).
- 7.3 The interest shall be calculated daily based upon a three hundred and sixty (360) day year. This shall not be construed by the Buyer as an indication of any willingness on the part of the Seller to provide a period of credit.
- 7.4 If the Buyer fails to pay any indebtedness to the Seller in accordance with the terms for such indebtedness, the Seller may in addition to any other remedies, upon written notice to the Buyer, postpone or withhold the supply of the Product, withhold any discounts, rebate, credit and/or price allowance (notwithstanding any other provision of the contract), change payment terms, cancel and/or terminate the Agreement.
- 7.5 Payment by the Buyer of an invoice shall not affect its rights to dispute in good faith the price of the Product shown on the invoice, or the quantity of Product shown on the Certificate of Quantity. Such rights to dispute must be exercised within a period of one (1) month after the Due Date of the invoice that relates to the Product/price in dispute. Notwithstanding any such dispute by the Buyer, the Buyer shall pay the full amount of any invoice and shall not be entitled to withhold payment pending resolution of the dispute. Upon resolution of the dispute, any overpayment or underpayment shall be paid by the appropriate Party to the other Party together with interest thereon at the SOFR (as quoted on the Due Date) plus three percent (+3%). The interest shall be calculated daily based upon a three hundred and sixty (360) day year accruing from the applicable Due Date to the date of payment in full.

8. LIABILITY

- 8.1 Notwithstanding anything to the contrary provided in the Agreement, Seller's and any of Seller's affiliates' total liability for any claim arising out of or in connection with the Agreement including without limitation for breach of contract, breach of warranty, breach of statutory duty, or tort (including Seller's or its affiliate's negligence), whether by virtue of strict liability or otherwise, shall not exceed:
- (a) the price of the relevant quantity of Product delivered or,
 - (b) if liability arises from a failure to deliver and only if the Buyer purchases the same product from a third party, the difference between the sale price of the relevant quantity of Product had it been delivered and the market price of the Product (as published in an international publication for the same destination, or in the same region if not the same destination is not available) on the date it would have been delivered if such market price exceeds the sale price whether or not the Buyer purchases the Product from such third party at a price that exceeds the market price.
- 8.2 The Buyer shall indemnify, defend, and hold harmless the Seller, its affiliates, directors, officers, and employees against any liability (whether strict, absolute, or otherwise) for any claim, damage, loss, cost and expense including, but not limited to, reasonable legal fees, attorneys' fees, and other costs of dispute resolution, on account of any injury, disease or death of persons, or damage to property or the environment arising out of or in connection with:
- (a) Buyer's purchase, unloading, storage, handling, use, sale, or disposal of the Product; and/or

- (b) any failure by the Buyer to disseminate safety and health information pursuant to the Agreement. The indemnity above shall exclude liability to the extent caused by Seller's gross negligence. No party (even if negligent) shall be liable to the other for any incidental, indirect, special, consequential, or punitive cost, expense, loss, or damage.

Nor shall any Party (even if negligent) be liable to the other for the following heads of loss howsoever arising, whether directly or indirectly:

- (a) loss of production;
- (b) loss of use;
- (c) loss from business interruption;
- (d) Buyer's loss of profit;
- (e) loss of business;
- (f) loss of goodwill or reputation; or
- (g) wasted expenditure.

The exclusions of liability in the previous two sentences shall not apply to claims by the Seller to recover from the Buyer (under the aforementioned indemnity) any such damages paid to a third party.

8.3 Any claim under the Agreement shall be made by the Buyer by written notice, setting forth fully the facts on which it is based, as soon as possible after the date when the facts were discovered or should have been discovered, but in any event no more than 30 days after receipt of the Product at the destination (port or warehouse) referenced in the Specific Agreement. The Buyer unconditionally waives any and all claims not made within such period and the Seller shall not be obliged to accept any claims made after such period.

8.4 Without prejudice to any other right or remedy that may be available to the Seller and without limiting Buyer's liability, if the Buyer fails or is prevented to accept delivery of the Product or fails (including a failure to nominate) or is prevented to discharge it in accordance with the terms of the Agreement without Seller's consent, the Seller is irrevocably authorized, without the need for any judgement, arbitral award or order, subject to having provided the Buyer with two days' prior written notice, to sell at Buyer's cost the Product to any third party at those terms and conditions of sale that the Seller will deem opportune in its sole discretion, collect the consideration of such a sale, set the said consideration off any amount due by the Buyer to the Seller under the Agreement, including for the price of the Product, marketing costs and all extra freight costs arising out of Buyer's failure, and remit the balance, if any, to the Buyer. Should the actual consideration of such a sale received by the Seller be less than the amounts due by the Buyer under the Specific Agreement, the Seller shall have the right to charge to the Buyer (and the Buyer has the obligation to pay to the Seller) the difference between the amounts due from the Buyer and the actual consideration of such a sale as actually received by the Seller.

9. **FORCE MAJEURE.**

9.1 No failure, delay or omission by either Party to fulfil any of its obligations under the Agreement, in whole or in part, shall give rise to any claim against such Party or be deemed to be a breach of the Agreement by such Party if and to the extent such failure, delay or omission arises from events that are beyond the reasonable control of the affected Party to avoid, prevent or overcome (each an event of "**Force Majeure**"), except in relation to each Party's respective obligations concerning payment and the provision of security and documentation. Subject to the foregoing, such events shall include, but not be limited to:

- (a) the refusal of the Government to sell or allow the sale of Product to the Seller or the Seller's supplier;

- (b) compliance by the Seller or the Seller's supplier with contractual obligations to the producing country's government (or any agency thereof);
 - (c) compliance with laws, regulations, orders, guidelines, requests, or the like of any government (or agency thereof) or international organizations;
 - (d) the restriction on production of Product by reason of the imposition by the Government or person purporting to act under governmental authority of conditions or requirements which in the reasonable judgment of the Seller or the Seller's supplier make it necessary to cease or reduce the production of said Product;
 - (e) expropriation, nationalization, confiscation, allocation, or requisitioning of Product by an act of a government (or any agency thereof);
 - (f) war (declared or undeclared), embargoes, blockades, acts of the public enemy, pirates, assailing thieves or other belligerents, civil unrest, riots or disorders, terrorism, sabotage, revolutions, or insurrections;
 - (g) fires, explosions, lightning, maritime peril, collisions, strandings, storms, sea state, landslides, earthquakes, floods, epidemic, disease, pestilence, and other actions of the elements;
 - (h) strikes, lockouts or other labor difficulties;
 - (i) disruption, shutdown or breakdown of Product production, storage, transportation or loading facilities, equipment, labor or materials (in each case either at the Seller's supplier or at the Seller's storage facilities or warehouse(s));
 - (j) closing or restrictions on the use of harbors, pipelines or any applicable Load Port or Discharge Port;
 - (k) any interruption in Seller's source of supply or loss or damage to, or failure or depletion of Seller's source of supply that reduces the quantity of Product that can be supplied by the Seller; or
 - (l) Seller's inability to acquire from its usual supply source(s) Product, materials, or services;
- 9.2 Notwithstanding the above, where a delay occurs or is anticipated to occur due to Force Majeure, the affected Party shall give prompt notice to the other Party in writing thereof and give details of the cause and an estimate of the impact and duration of the delay. Upon cessation of the event of Force Majeure, the affected Party shall promptly resume performance of its obligations and keep the other Party updated on the progress made in such efforts.
- 9.3 Notwithstanding the aforementioned, if a Force Majeure event takes place before loading, the Seller has the right to postpone delivery of the Product until such time when loading can take place without delaying or interfering with the loading of other Vessels which at the time the Force Majeure occurred were scheduled to load.
- 9.4 During any period that the Seller is unable to obtain sufficient Product to meet its obligations under the Agreement due to Force Majeure, the Parties shall jointly review and negotiate an acceptable outcome to mitigate the consequences, however:
- (a) subject to below, neither Party may unilaterally cancel or terminate the Agreement, nor extend the Agreement to make up for time or Product lost;
 - (b) the Seller shall be entitled to allocate its available supplies of Product from any source at its sole and absolute discretion;
 - (c) the Seller shall not be obliged to purchase Product to supply the shortfall;
 - (d) the Buyer shall be free to purchase any Product from other parties at its own risk and cost; and
 - (e) the shortfall quantity of Product not supplied by the Seller to the Buyer shall be deducted from the quantity required to be delivered under the Specific Agreement.
- 9.5 The Parties' performance under the Agreement shall be resumed as soon as is practicable after the Force Majeure event and its effects have ceased. If by reason of Force Majeure the

fulfilment by either Party of any terms and conditions of the Agreement is delayed for a period exceeding ninety (90) days, either Party shall have the right to terminate the Agreement by giving not less than thirty (30) days' written notice thereof. Nothing contained in this Clause 9 shall relieve the Buyer of its obligations to pay in full for all Product sold hereunder or to make any other payment (including under any indemnity) which has become due and payable under the Agreement prior to or during the occurrence of any Force Majeure.

- 9.6 The Party affected by the Force Majeure shall use its reasonable endeavors to mitigate, rectify and overcome the effects of any Force Majeure Event and to minimize the effect on the other Party. No Party shall be excused as a result of Force Majeure with respect to such Party from making timely payment of any monies due and payable under this Agreement. Any period during which performance of any obligation, other than a payment obligation, is prevented or hindered due to the occurrence of an event or circumstance of Force Majeure shall be added to the period or periods set out in this Agreement for the performance of such obligation. Notwithstanding the foregoing, the term of the Agreement as set out in the Specific Agreement shall not be extended in any circumstances.

10. HEALTH, SAFETY, SECURITY AND ENVIRONMENT

The Seller may furnish the Buyer with Material Safety Data Sheets on Product, which include health, safety, security, and environment ("**HSSE**") information consistent with regulatory requirement. The Buyer acknowledges and is aware that the Seller shall provide on its website Material Safety Data Sheets on Product. The Buyer shall disseminate all appropriate HSSE information to all persons (including but not limited to Buyer's employees, contractors, customers, and end users) as required by law, or which the Buyer foresees may be exposed to the Product. The Buyer shall dispose of any Product's packaging (if any) responsibly and in accordance with the applicable local environmental laws and regulations.

11. USE

The Buyer shall not and shall require its customers not to use the Product for any purpose other than for the intended normal use in accordance with applicable laws and regulations. The Buyer irrevocably agrees that the Seller shall not be liable (howsoever) for Buyer's purchase, use, misuse, unloading, storage, handling, transportation, sale, or disposal of the Product. The Buyer represents having substantial expertise in the Product and being familiar with the Seller's Product(s). The Buyer assumes all risks and liabilities for the use or disposal of the Product, whether used singly or in combination with other material.

12. REACH

- 12.1 The Party that imports the Product into any country or jurisdiction warrants and agrees that in connection with importation of the Product it will take all steps to ensure that:

- (a) any transportation, handling, delivery, presentation, importation, distribution, and disposal of such Product, and
- (b) its label, packaging, and any accompanying information,

meet the requirements of the applicable laws and regulations, including, but not limited to, requirements with respect to registration, notification, reporting, supply of information, such as safety data sheets and labelling, uses made of the Product, packaging, protective and safety measures, and any restrictions, authorizations, and approvals that may apply to the Product or specific constituents thereof.

- 12.2 The Party which imports the Product into the Europe Economic Area shall be solely responsible (and shall assume liability) for meeting any and all obligations imposed by the EU

CLP Regulation (Regulation 1272/2008 of 16 December 2008, as amended) and the EU REACH Regulation (Regulation 1907/2006 of 18 December 2006, as amended), including, but not limited to, submitting, filing, making available and distributing any and all registrations, information, and applications in relation to the Product or any constituent thereof. For purposes of this section only, 'Product' means the Product, and any other chemical substance or mixture incorporated into, included in, or mixed into the Product.

- 12.3 Buyer shall indemnify, defend, and hold harmless Seller, its affiliates, directors, officers and employees against any claim, damage, loss, cost and expense resulting from or relating to the Buyer's failure to comply with any jurisdictional import requirements and/or regulations (including any REACH regulations) in relation to the Product and/or the above.

13. SANCTIONS.

- 13.1 Each Party represents and warrants to the other Party on the date of this Agreement that:

- (c) neither it nor any director, officer, agent, employee, or any person acting on behalf of it is a Sanctions Target;
- (d) it is entering into this Agreement not on behalf of any other person or entity that is a Sanctions Target;
- (e) it shall not directly or indirectly: (i) use (or agree to use) any Agreement or any cash, securities or other deliveries received by it pursuant to any Agreement, or (ii) lend, contribute or otherwise make available such cash, securities or other deliveries received by it pursuant to any Agreement to or for the benefit of any Sanctions Target or any other person or entity, to finance or facilitate activities or business of or with any Sanctions Target or in any other manner which would violate Sanctions; and
- (f) this Agreement is not connected to the issuance or incurrence of, or performance of any obligations under, any debt or equity obligation which is the target of any restrictions on dealings by any Sanctions Authority.

- 13.2 Each Party shall indemnify the other Party for any damages, losses, penalties, costs (including reasonable legal costs and legal advisors' fees), and liabilities arising from, or related to the breach of the aforementioned representations and warranties.

If at any time during the term of this Agreement, either Party becomes aware that any performance by it under an Agreement would be in violation of or inconsistent with the Sanctions applicable to it or expose it or any of its Affiliates to punitive measures under the Sanctions (an "**Affected Transaction**"), such Party (the "**Notifying Party**") shall inform the other Party by written notice to the other Party.

- 13.3 The Notifying Party may immediately suspend performance of all its obligations under an Affected Transaction until such time as it may lawfully and without exposure of such Party or any of its Affiliates to punitive measures under any Sanctions, perform the relevant Agreement.

- 13.4 Notwithstanding anything in this Clause 13 to the contrary, neither Party shall be required to do anything which constitutes a violation of, or would be in contravention of, or would expose it or any of its Affiliates to punitive measures under any Sanctions. If suspension under this Clause 13 continues for a consecutive period of at least thirty (30) days, either Party may, by written notice to the other Party, terminate the Affected Transaction with immediate effect, and:

- (a) upon termination there shall be no further liability on either Party save for any accrued rights or remedies which would not be in violation of or otherwise prohibited by Sanctions applicable to a Party, provided that any payment obligations arising prior to termination of the Agreement and any Affected Transaction which have been incurred but not yet paid shall continue to be suspended until such time as the relevant Party may lawfully, and without

exposure of the Notifying Party or any of its Affiliates to punitive measures, resume payment and discharge such payment liability to the other Party payment would no longer violate or be prohibited by such Sanctions and not be affected by such termination; and

- (b) in the event that a payment arising pursuant to this Agreement cannot be made in United States Dollars due to Sanctions or applicable laws, the Parties shall review and mutually agree in writing the applicable payment settlement currency and the relative rate of exchange provided such does not contravene any Sanctions or applicable law, regulation or decree binding upon a Party and shall amend or procure the amendment of Agreement accordingly. The rate of exchange is to be fixed using an internationally recognized and tradable daily fixation, the date of which shall be mutually agreed by the Parties.

- 13.5 Notwithstanding the provisions of this Clause 13, it is the express responsibility of the Buyer to keep itself informed of any sale and/or delivery restrictions and ensure compliance. Should the Buyer have, or could have, difficulty in complying with the above due to any conflicting law, policy, demand or request from another government or agency thereof, then the Buyer shall advise the Seller immediately and the Parties shall jointly review the implications.

14. ANTI-CORRUPTION

- 14.1 Each Party in connection with this Agreement represents and warrants that such Party and its Affiliates and its and their respective officers, directors, employees, representatives or agents or any other person acting on behalf of them, have not made, given, offered, received, promised or authorized any payment, gift, advantage or other things of value, whether directly or indirectly, to or for the use or benefit of any Public Official, any political party or any other individual or entity, to improperly influence actions or decisions of any third party (including any Public Official), to secure any improper advantage or to improperly obtain or retain business or procure the consummation of the transactions contemplated by any Agreement, or with the intent of causing the recipient or another person to violate his or her duty of loyalty to another company or organization or as a reward for having done so, which would violate or be inconsistent with the Anti-Corruption Laws.
- 14.2 Each Party in connection with this Agreement covenants that such Party and its Affiliates and its and their respective directors, officers, employees, personnel, representatives and agents have not and will not make, offer, authorize, request, receive or accept any payment, gift, promise, entertainment, or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any Public Official, or any other individual or entity, which would violate or be inconsistent with the Anti-Corruption Laws.
- 14.3 Each Party, in connection with this Agreement, shall establish and maintain in effect appropriate business standards, procedures and controls in order to comply with the requirements of this Clause 14 and applicable Anti-Corruption Laws.
- 14.4 Each Party shall as soon as practicable notify the other Party of any investigation or proceeding formally initiated by a Governmental Authority relating to an alleged violation of applicable Anti-Corruption Laws by such Party, or its Affiliates, or any of its or their directors, officers, employees, representatives, agents and personnel of any tier, or any service providers of such Party or its Affiliates, in connection with this Agreement.
- 14.5 Such Party shall use reasonable efforts to keep the other Party informed as to the progress and disposition of such investigation or proceeding and shall promptly respond in reasonable detail to any reasonable request from any other Party concerning a notice sent by such Party and shall furnish applicable documentary support for such Party's response, except that such Party shall not be obligated to disclose to the other Party any information that would be considered legally privileged.

- 14.6 Each Party shall indemnify the other Party for any damages, losses, penalties, costs (including reasonable legal costs and legal advisors' fees), and liabilities arising from, or related to the events underlying:
- (a) such Party's admission or other resolution (with or without any admission of guilt or responsibility) of allegations made by a Governmental Authority, including through deferred prosecution or non-prosecution agreements, in connection with this Agreement, that such Party or its Affiliates, or its or their directors, officers, employees, or personnel have violated the Anti-Corruption Laws applicable to such Party; or
 - (b) the final adjudication in connection with this Agreement, that such Party or its Affiliates, or its or their directors, officers, employees, and personnel have violated the Anti-Corruption Laws applicable to such Party.
- 14.7 The indemnity under this Clause 14 shall not apply for the benefit of any Party having materially breached its warranty and/or covenants set out in this Clause 14. This indemnity obligation shall survive termination or expiration of this Agreement

15. COMPLIANCE WITH LAWS

In the performance of the Agreement, each Party shall comply with all applicable laws, regulations, decrees, rules, and orders.

16. TERMINATION

16.1 This Agreement may be terminated or suspended:

- (a) immediately by either Party (without prejudice to its rights and remedies) if:
 - i. the other Party becomes insolvent, makes an assignment for the benefit of its creditors, or is placed in receivership, administration, liquidation, or bankruptcy;
 - ii. either Party fails to comply with the Anti-Corruption provisions as per clause 14 of these GTCs
 - iii. the Buyer fails to comply with the Sanctions provisions under clause 13 of these GTCs
 - iv. the Buyer fails to make payment by the Due Date or to provide financial security if required by the Seller
 - v. the Buyer fails to take delivery of the Product in accordance with the Agreement; or
- (b) if a Party is in breach of any term of the Agreement and fails to remedy such breach within thirty (30) days after its receipt of written notice of such breach from the non-breaching Party.

17. ASSIGNMENT

- 17.1 Neither Party has the right to assign, transfer or otherwise dispose of its rights and obligations under the Agreement, in whole or in part, without the prior consent in writing of the other Party, which consent shall not be unreasonably withheld or delayed. Upon such consent the assignee shall assume all rights and obligations and shall be subject to all terms and conditions of the Agreement as if such assignee were a Party to the Agreement initially. However, whenever an assignment, transfer or other disposal is made, the assigning Party shall remain jointly and severally responsible with the assignee for the full performance of their obligations under the Agreement.
- 17.2 Notwithstanding Clause 17.1 above, the Seller may, in its absolute discretion, assign, transfer or otherwise dispose of its interests in the Agreement to any entity that is either (directly or indirectly) wholly owned or controlled by the Government provided that such entity undertakes

in writing to succeed to and assume all of the rights and obligations of the Seller. The Seller shall not be obliged to remain jointly and severally responsible for the performance of such entity's obligations following any such assignment, transfer, or disposal, which will become effective upon Seller's written notice to the Buyer.

18. CONFIDENTIALITY AND SURVIVAL

All terms of this Agreement are to be kept private and confidential by all parties concerned except where disclosure of the terms of this Agreement is required by law or by order of any competent governmental or other regulatory authority. All provisions with respect to payment rights and obligations, disclaimers of warranties, waivers of claims, indemnification, limitations of liability, notice of claims, taxes, governing law and dispute resolution are confidential and shall survive the termination or expiry of the Agreement. The Parties shall be responsible for ensuring that their employees, agents, representatives, advisors, and contractors maintain the confidentiality of the matters referred herein above. Without prejudice to this requirement, a Party may disclose information protected under this Clause 18 to its employees, agents, representatives, advisors, and contractors to the extent necessary for the purpose of performance under this Agreement.

19. LAW AND DISPUTES

- 19.1 The Agreement and any dispute or claim arising out of or in connection with it shall be governed by the laws of England and Wales without regard to conflict of laws principles. Notwithstanding the above, where the Buyer is located in, and Product is shipped to, Germany, the above section entitled "Ownership" shall be governed by the laws of Germany. Nothing contained in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term hereof pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 19.2 The UN Convention on Contracts for the International Sale of Goods is excluded. Such dispute or claim shall be exclusively and finally settled by arbitration in accordance with the Rules of the London Court of International Arbitration as in force (the "**LCIA Rules**") on the date the Seller or Buyer notifies the other that it wishes to commence arbitration proceedings. Arbitration shall be conducted by three arbitrators appointed pursuant to the LCIA Rules. The language of arbitration shall be English, and the seat and place of arbitration shall be London, United Kingdom, unless the Parties agree otherwise.

20. INTELLECTUAL PROPERTY

Nothing in these GTCS shall give the right for either Party to use any brand or trademark or other intellectual property right used and/or owned by the other Party unless prior consent to use the brand or trademark or other intellectual property right is provided by the relevant Party.

21. MODIFICATION

The terms of the Agreement as agreed between the Parties shall not be modified unless mutually agreed by the Parties in writing.

22. WAIVER

Any waiver shall relate only to the matter, non-compliance or breach as it expressly relates to and shall not apply to any subsequent or other matter, non-compliance or breach.

23. ENTIRE AGREEMENT

The Agreement contains the entire agreement between the Seller and Buyer with respect to the matters set forth in the Specific Agreement and supersedes all prior agreements, whether oral or written, in connection therewith.

24. INTERPRETATION

The following rules of construction and interpretation apply to the Agreement unless a contrary indication appears: (i) Where there is a conflict or discrepancy between these GTCs and any Specific Agreement for a particular contract then the terms set out in the Specific Agreement shall prevail; (ii) A reference to "in writing" or "written" includes facsimile and email; (iii) references in the singular shall include references in the plural and vice-versa.

25. DEFINITIONS

Capitalized terms used in these GTCs and the Specific Agreement shall have the following meaning:

"Affected Transaction" has the meaning set out in Clause 13.2 above;

"Affiliate" means, in relation to either Party, a company or entity that directly or indirectly controls, or is controlled by, or is under common control with the Seller, or the Buyer, as the case may be. For the purposes of this definition, "control" shall mean (except for nominal shares held by directors which may be required by the law of the jurisdiction of such corporation or legal entity):

- (1) ownership or control (whether directly or otherwise) of fifty percent (50%) or more of the equity share capital, voting capital or the like of the controlled entity;
- (2) ownership of equity share capital, voting capital, or the like by contract or otherwise, conferring control of, power to control the composition of, or power to appoint, fifty percent (50%) or more of the members of the board of directors, board of management, or other equivalent or analogous body of the controlled entity; or
- (3) entitlement to receive fifty percent (50%) or more of any, but not necessarily every, income or capital distribution made by the controlled entity, either on the liquidation, winding up, dissolution, or otherwise;

"Agreement" means these GTCs together with the applicable Specific Agreement;

"Anti-Corruption Laws" means, in respect of each Party:

- (1) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Convention's Commentaries; and
- (2) the applicable laws relating to combating bribery and corruption of the country or countries of: (i) such Party's place of incorporation, principal place of business, and/or place of registration as an issuer of securities; and/or (ii) the place of incorporation, principal place of business, and/or place of registration as an issuer of securities, of the Ultimate Parent Company of such Party;

"BL Date" means the date of the Bill of Lading;

"Container" means a metal enclosure used for the storage and transportation of solid Product (in bulk or packed form) or liquid Product (in flexi-bag or ISO tank) on a vessel by sea or onto a truck for delivery by road, rail, or any other mode of transport (including via intermodal transport);

"Force Majeure" has the meaning given in Clause 9.1 above;

"Freight Car" means a railroad car designed to carry Product by rail;

"Government" means the State of Qatar, including any ministry, agency, instrumentality, governmental institutions, public entity, organization, department, office, bureau and/or political subdivision thereof;

"Governmental Authority" means, in respect of any country, any:

- (1) national, regional, state, municipal, local, or other government of such country;
- (2) ministry, department, political subdivision, regulatory board, judicial body or administrative agency, commission, or authority under the direct or indirect control of any government thereof, including any port authority; or
- (3) quasi-governmental organization,

in each case, acting within its legal authority; provided, however, that any Person identified in this definition may be a Governmental Authority for the purposes of Clause 14 whether or not such Person is acting within its legal authority;

"GTCs" has the meaning given in Clause 1.1 above;

"ISO Tank" means tanks complying with the International Standard Organization (ISO) standards, used to transport both hazardous and non-hazardous bulk liquids.

"LCIA Rules" has the meaning given in Clause 19.2 above;

"Notifying Party" has the meaning given in Clause 13.2 above;

"Product" means the relevant product in liquid, gaseous or solid form, as specified in the Specific Agreement.

"Public Official" means (a) any officer or employee of any government or any department, agency or instrumentality thereof, or any person acting in an official capacity on behalf of any such government, department, agency or instrumentality; (b) any political party; (c) any official of a political party; (d) any candidate for political office; or (e) any officer or employee of a public international organization such as the United Nations;

"Rail Tank Car" means a railroad car designed to transport liquid and solid Product;

"Restricted Party" means any person or entity that is the target of Sanctions, including (a) any person, entity or vessel identified in any list of designated parties maintained by any government entity under its Sanctions, including but not limited to, the U.S. Treasury Department's Office of Foreign Assets Control; (b) any person or entity resident or organized in any country or territory that is the target of comprehensive Sanctions; or (c) any person fifty percent (50%) or more owned (individually or in the aggregate) or controlled by a Restricted Party or someone acting on behalf of a Restricted Party;

"Road Tanker" means a motor vehicle with silo tanks used for the storage and transportation of liquid Product by road;

"Sanctions" means any economic or financial sanctions, trade embargoes or other similar prohibitions or restrictions on activity pursuant to any laws, regulations, orders or licenses imposed, administered or enforced from time to time by a Sanctions Authority;

"Sanctions Authority" means any authority responsible for the imposition, administration, or enforcement of sanctions of (a) the United Nations Security Council; (b) the United States (including the US Department of Treasury Office of Foreign Assets Control and the US State

Department); (c) the United Kingdom (including HM Treasury Office of Financial Sanctions Implementation); (d) the European Union; or (e) the State of Qatar;

"Sanctions List" means any of the lists of specifically designated nationals or designated persons or entities (or equivalent) maintained by (a) the United States government and administered by the Office of Foreign Assets Control of the United States Department of Treasury or any other United States governmental authority or department; (b) Her Majesty's Treasury in the United Kingdom or any other United Kingdom governmental authority or department; (c) the United Nations Security Council; (d) the European Union; (e) the State of Qatar; or (f) any similar list or replacement maintained by, or public announcement of Sanctions designation made by any Sanction Authority;

"Sanctions Target" means any entity or person: (a) listed in any Sanctions List maintained by any Sanctions Authority; (b) located, organized or resident in a country or territory that is the subject or target of comprehensive Sanctions; or (c) which otherwise is the target of any Sanctions, including, without limitation, any entity or person controlled (howsoever such control or any equivalent concept is determined in accordance with the relevant Sanctions) or fifty percent (50%) or more owned in the aggregate, directly or indirectly, by any target or targets of Sanctions (irrespective of whether or not any such entity is an Affiliate of the target of such Sanctions);

"Shipment Date" means the date of shipment of the Product as reflected in the consignment/delivery note issued by the carrier.

"SOFR" means the 30-Day Average Secured Overnight Financing Rate as published by the Federal Reserve Bank of New York (or a successor administrator of such rate) on its website on the first business day of the month when the relevant payment becomes due in accordance with the terms of this Agreement. Whenever SOFR is a number less than zero, it shall be deemed to be zero for the purposes of this Agreement.

"Specific Agreement" has the meaning given in Clause 1.2 (c) above.

"Truck" means a flat-bed or silo truck used to transport solid Product (in bulk or on pallets) by road.