OREN SPECIALITIES FZCO

(Formerly known as Oren Hydrocarbons Middle East FZCO)

P.O. Box 18159, Jebel Ali Free Zone, Dubai - U. A. E.

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GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER ("PO T&C'S")

1. Definitions and interpretation

1.1 **Buyer** means Oren Specialities FZCO (and any of its affiliates identified on the relevant PO).
1.2 **Supplier** means the supplier/vendor identified on the PO.
1.3 **Goods** means the goods/materials (and any related documentation) specified in the PO.
1.4 **PO** means Buyer's purchase order (including any schedules/annexures expressly incorporated).
1.5 **Contract** means the binding agreement formed under Clause 2, comprising the PO and these PO Terms (and any other document expressly stated to prevail under Clause 3).
1.6 Headings are for convenience only; words in the singular include the plural and vice versa.
1.7 **Applicable Law** includes all applicable UAE federal and Dubai laws/regulations, free-zone rules at the delivery point, and any applicable export controls/sanctions laws impacting performance.
1.8 **Specifications** means the PO specifications, drawings, formulations (if any), labelling and packaging requirements, and any written requirements issued by Buyer. –
1.9 **Non-Conforming Goods** includes any deviation in Specifications, contamination/adulteration, incorrect/insufficient documentation, incorrect labelling (including GHS/transport labels), inadequate remaining shelf-life, or non-compliance with Applicable Law.
1.10 **Batch/Lot means** a uniquely identifiable production batch with full traceability records.
1.11 **Business Day** means a day other than Saturday/Sunday or public holiday in Dubai, UAE (unless PO states otherwise).

2. Formation, acceptance, and battle of forms

2.1 The PO constitutes an **offer** by Buyer to purchase the Goods strictly on the terms of the Contract.
2.2 The Contract is formed when the Supplier **accepts** the PO by any of the following:
(a) written acknowledgement;
(b) commencement of performance; or
(c) shipment/delivery of any Goods.
2.3 Any terms and conditions proposed or imposed by Supplier (including in quotations, acknowledgements, invoices, delivery notes, portals, websites, click-through terms, or other communications) are rejected, excluded and of no effect unless Buyer expressly accepts them in a written instrument signed by an authorized signatory of Buyer. Supplier's performance (including manufacture, shipment, delivery, or invoicing) constitutes acceptance of the PO and these PO Terms only.
2.4 Supplier shall acknowledge acceptance of the PO within **3 Business Days** of issuance (or such other period stated on the PO). Failure to acknowledge does not prejudice Clause 2.2.

3. Order of precedence

3.1 In the event of conflict, the following order of precedence applies (highest first):
(a) the PO (including any special conditions stated to override);
(b) any Buyer–Supplier master agreement **only to the extent** it expressly states it prevails over these PO Terms;
(c) these PO Terms; and
(d) Supplier documents (which are otherwise excluded under Clause 2.3).
3.2 If any term conflicts with mandatory applicable law, it shall be construed/modified to the minimum extent required, with the remainder continuing in full force.

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4. Price, taxes, and most-favoured pricing

4.1 Prices are **firm** and not subject to increase without Buyer's prior written approval.
4.2 Unless stated otherwise on the PO, prices are inclusive of all costs (packing, labelling, transport, duties, insurance, permits) required for delivery in accordance with the PO Incoterm.
4.3 Supplier warrants that prices are not less favourable than those offered to comparable customers for similar volumes/terms during the same period.
4.4 Upon Buyer's reasonable request, Supplier shall provide written certification (and reasonable supporting information, redacted as necessary) confirming compliance with Clause "4.3". If non-compliance is identified, Supplier shall refund the price difference and Buyer's reasonable verification costs.
4.5 VAT: Unless the PO states otherwise, prices are exclusive of UAE VAT (if applicable). Where VAT is chargeable, Supplier shall issue a valid tax invoice compliant with UAE VAT law and Buyer shall pay VAT only against such valid tax invoice.

5. Invoicing and payment

5.1 Supplier shall submit invoices strictly in accordance with the PO and any invoice submission requirements stated on the PO (including submission timelines and supporting documents).
5.2 An invoice is 'valid' only if it complies with the PO, references the PO number, and is supported by all documents required under the PO and Schedule 1 (as applicable), and does not relate to rejected or Non-Conforming Goods."
5.3Unless stated otherwise on the PO, payment is due **90 days** from receipt of a valid invoice. Any payment period is extended to the extent an invoice is disputed or requires correction due to Supplier error.
5.4 Buyer may set off any amounts due, owing, or reasonably claimed in good faith by Buyer from Supplier (whether under the Contract or otherwise) against any sums payable by Buyer under the Contract, without prejudice to Buyer's other rights and remedies.

6. Delivery, Incoterms, and performance discipline

6.1 The delivery terms (including Incoterms® rule and named place/port) are as stated on the PO.
6.2 Late delivery entitles Buyer to all remedies at law and under the Contract, including re-procurement.
6.3 No substitution, partial shipment, trans-shipment, early delivery, or deviation from routing/packaging is permitted except as expressly authorised in writing by Buyer. (Where applicable, "no trans-shipment" aligns with Oren's import SPAs.)
6.4 Unauthorized early delivery or partial shipment may be refused by Buyer or accepted at Buyer's option, and any resulting storage, handling, return, or clearance costs shall be borne by Supplier.
6.5 Supplier must package, mark, and label the Goods appropriately for safe handling, storage, and transport, and in accordance with applicable UAE customs, dangerous goods, and HSSE requirements (as applicable).
6.6 Time is of the essence in respect of delivery dates.

7. Import/shipping documentation requirements (where applicable)

7.1 Where the PO involves international carriage, Supplier shall comply with **Schedule 1 (Shipping Documents & Logistics Protocol)**. This protocol is intended to avoid clearance delays and is consistent with Oren's prior import SPA controls.
7.2 Schedule 1 applies to the extent consistent with Applicable Law and carrier/port requirements. If any Schedule 1 requirement would cause non-compliance or clearance risk, Supplier shall promptly notify Buyer and obtain Buyer's written instruction before proceeding.

8. Title and risk

8.1 Title to the Goods passes to Buyer at the **earliest** of:
(a) delivery to Buyer (or Buyer's consignee/warehouse); or
(b) Buyer's acceptance under Clause 9. Supplier has no retention of title rights against Buyer.

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8.2 Supplier warrants that title transfers free and clear of all security interests, charges, and encumbrances, and Supplier irrevocably waives any retention rights over the Goods
8.3 Risk passes in accordance with the PO Incoterm, subject always to Buyer's rights of rejection and remedies for non-conforming Goods.

9. Inspection, acceptance, and rejection

9.1 Buyer may inspect Goods at Supplier premises during manufacture and/or upon delivery. Supplier shall grant reasonable access for inspection and quality assurance.
9.2 Acceptance occurs only following Buyer's conformity checks and is not deemed by payment, unloading, or use.
9.3 Acceptance shall not waive latent defects or non-conformities not reasonably discoverable on initial inspection. Buyer may revoke acceptance and exercise remedies upon discovery of such issues within the warranty period.
9.4 If return is impractical or restricted (including due to hazardous goods rules), Buyer may require Supplier (at Supplier cost) to arrange compliant collection, treatment, disposal, or destruction in accordance with Applicable Law and Buyer's HSSE requirements, and to provide disposal certificates where applicable
9.5Buyer may reject Goods that are non-conforming (including specification, quantity, documentation, labelling, shelf-life, contamination, or damage). Rejected Goods shall be collected and replaced/refunded at Supplier cost, and Buyer may procure replacements elsewhere at Supplier expense.
9.6 Buyer's rights and remedies are cumulative.

10. Warranties

10.1 Supplier warrants that Goods:
(a) conform strictly to specifications, COA/MSDS, sample approvals, and PO requirements;
(b) are merchantable, fit for purpose (where known), new (unless stated otherwise), and free from defects; and
(c) comply with applicable laws and regulations.
(d) have not been reformulated, substituted, diluted, adulterated, or otherwise changed (including raw materials/source changes) without Buyer's prior written approval;
(e) are fully traceable by batch/lot with COA tied to the batch delivered, and Supplier shall retain batch and QC records for at least seven (7) years and provide them to Buyer upon request."
10.2 Warranty period is a minimum of twelve (12) months from delivery or until expiry of the stated shelf-life of the Goods (whichever is later), unless the PO states a longer period. Buyer may require repair/replacement at no cost, including freight/associated charges, and Supplier remains liable for losses from latent defects.
10.3 These warranties are in addition to any warranties implied by law.
10.4 Product Recall / Corrective Action: Supplier shall immediately notify Buyer of any actual or suspected defects, contamination, mislabeling, regulatory issue, or safety incident affecting the Goods (including any supplier/manufacturer notices). Supplier shall, at its cost, investigate, provide root-cause analysis, and implement corrective and preventive actions. If a recall/withdrawal is required or reasonably requested by Buyer or any authority/customer, Supplier shall cooperate fully and bear all associated costs (including logistics, disposal, customer notifications, and Buyer's reasonable internal and third-party costs)."

11. Compliance, permits, and HSSE

11.1 Supplier shall comply with all applicable laws and regulations relevant to manufacture, packaging, transport, export/import, and safety (including UAE and free zone rules applicable at the named delivery point).

11.2 Where Goods are chemical/speciality products, Supplier shall provide compliant SDS/MSDS, labelling, and any required certifications/permits.
11.3 Supplier shall correctly classify the Goods for transport (including UN number, proper shipping name, hazard class, packing group, and any marine pollutant designation), and shall package, mark, label, and declare the Goods in compliance with applicable dangerous goods regulations (including IMDG Code and IATA DGR where applicable).

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11.4 Sanctions / Export Controls: Supplier represents and warrants that it (and its subcontractors/carriers) will comply with all applicable sanctions and export control laws and will not route, source, or supply in a manner that would expose Buyer to sanctions/export control violations.
11.5 Anti-Bribery: Supplier shall comply with applicable anti-bribery/anti-corruption laws. No improper payment, gift, or advantage shall be offered in connection with the Contract.
11.6 Buyer may immediately terminate the PO for breach of Clauses 11.3–11.4.

12. **Insurance**

12.1 Supplier shall maintain, at its cost, insurance with reputable insurers, including;
(i) product liability insurance,
(ii) commercial general/public liability insurance, and;
(iii) where applicable under the PO Incoterm, cargo insurance.
12.2 Upon request Supplier shall provide certificates of insurance and, where available, name Buyer and its affiliates as additional insureds on liability policies and procure a waiver of subrogation in Buyer's favor.
12.3 Where the PO/Incoterm requires Supplier-arranged cargo insurance, Supplier shall maintain, at its cost, coverage on terms not less protective than those historically required in Oren's import SPAs (including adequate insured value and claim cooperation).

13. Indemnities

13.1 Supplier shall indemnify and hold harmless Buyer (and its affiliates, officers, employees, and customers) from losses, liabilities, costs, and expenses arising from:
(a) breach of Contract;
(b) defect/non-conformity, contamination, mislabelling, or unsafe Goods;
(c) infringement of third-party IP rights; and
(d) Supplier negligence, misconduct, or regulatory non-compliance.
13.2 Losses include (without limitation) recall/withdrawal costs, rework, disposal, demurrage/detention/storage, third-party claims, regulatory actions, penalties and fines (to the extent permitted by Applicable Law), and Buyer's reasonable legal and expert costs.
13.3 Indemnity Procedure: Buyer shall promptly notify Supplier of a claim (where practicable). 13.4 Buyer may, at its option, control the defense/settlement of any claim that affects Buyer's customers, brand, permits, or operations.
13.5 Supplier shall not settle any claim in a manner that imposes obligations on Buyer without Buyer's prior written consent
13.6 Indemnities are without prejudice to other remedies and survive termination.

14. **Limitation of Liability**

14.1 Supplier shall not exclude or limit its liability for;
(a) breach of confidentiality,
(b) fraud, willful misconduct or gross negligence,
(c) death/personal injury,
(d) defective/non-conforming Goods including contamination/mislabeling/HSSE non-compliance,
(e) IP infringement,
(f) breach of Applicable Law (including sanctions/export controls/anti-bribery),
(g) Any limitation of liability proposed by Supplier (including in Supplier documents) is rejected and of no effect unless expressly agreed in a Buyer-signed written amendment.

15. Changes

15.1 No change (including substitutions) is effective unless authorised in writing by Buyer. Supplier approval is required only where a Buyer-requested change materially impacts price or delivery time.

15.2 Supplier shall promptly notify Buyer in writing of any proposed or actual change affecting the Goods (including manufacturing site, process, formulation, raw materials, packaging, labelling, transport classification, or key subcontractors) and shall not ship Goods incorporating such change without Buyer's prior written approval and updated SDS/COA and supporting technical data

16. Assignment and subcontracting

16.1 Supplier may not assign, transfer, or subcontract without Buyer's prior written consent. Supplier remains fully responsible for subcontractor performance.

17. Cancellation / termination

17.1 Buyer may cancel all or part of a PO without liability where:
(a) Supplier has not accepted the PO within **14 days** of issuance;
(b) delivery is late;
(c) Goods are non-conforming; or
(d) Supplier is insolvent or, in Buyer's reasonable opinion, cannot fulfil the PO.
17.2 Cancellation/termination is without prejudice to accrued rights and claims for damages.

18. Suspension

18.1 Buyer may suspend performance (including shipment/delivery) in whole or part by written notice where Buyer reasonably believes there is a quality, HSSE, compliance, or documentation risk.
18.2 Supplier shall promptly cooperate and mitigate.
18.3 Suspension shall not entitle Supplier to price increases or claims, except where expressly agreed by Buyer in writing.

19. Force majeure

19.1 Force majeure means unforeseeable events beyond a party's reasonable control (for example acts of God, war, governmental restrictions). The affected party must promptly notify and provide reasonable supporting evidence.
19.2 Force majeure excludes;
(i) changes in market prices or Supplier's cost increases,
(ii) lack of funds,
(iii) avoidable labor shortages, and;
(iv) failures of subcontractors unless caused by a force majeure event that meets this definition. Supplier shall allocate available Goods fairly and in good faith, giving priority to Buyer where Goods are critical to Buyer's operations and where commercially reasonable
19.3 Force majeure excuses performance only to the extent and for the period prevented; Supplier must mitigate and resume performance promptly.
19.4 During a force majeure event affecting Supplier, Buyer may source from alternative suppliers and reduce Supplier obligations accordingly, without breach.
19.5 If force majeure continues beyond **10 days** (or such period stated on the PO), Buyer may terminate the PO without liability.

20. Confidentiality

20.1 Each party shall keep confidential the other party's non-public commercial, technical, and pricing information disclosed in connection with the Contract ("Confidential Information") and use it only for performance of the Contract. Buyer may disclose Supplier Confidential Information to its affiliates, customers/end-users (as required for project execution), professional advisers, insurers, banks, and regulators/authorities on a need-to-know basis subject to confidentiality obligations.
20.2 Confidentiality does not apply to information that;

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(i) is or becomes public other than by breach,
(ii) was lawfully known prior to disclosure,
(iii) is independently developed, or;
(iv) must be disclosed by law or a competent authority (provided the disclosing party gives notice where legally permitted).
20.3 The confidentiality obligations survive for five (5) years from expiry/termination, and indefinitely for trade secrets.

21. Dispute management and governing law/forum

21.1 Governing Law
This Contract, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the United Arab Emirates as applied in the Emirate of Dubai (excluding any conflict of laws principles that would result in the application of another law).
21.2 Good-Faith Negotiation (Mandatory Escalation)
If any dispute, controversy or claim arises out of or in connection with this Contract (a "Dispute"), either Party may give the other written notice of the Dispute. The Parties shall first seek to resolve the Dispute in good faith through negotiations between their respective authorised representatives. If the Dispute is not resolved within ten (10) Business Days of the notice (or such other period agreed in writing), the Dispute shall be escalated to senior management of each Party for a further ten (10) business Days.
21.3 DIFC Jurisdiction
If the Dispute is not resolved under Article 21.2, it shall be finally resolved by the courts of the Dubai International Financial Centre (DIFC), and the Parties irrevocably submit to the exclusive jurisdiction of the DIFC Courts;
(a) Governing Forum: DIFC Courts, Dubai International Financial Centre, United Arab Emirates.
(b) The proceedings shall be conducted in English.
(c) The judgment of the DIFC Courts shall be final and binding on the Parties and may be enforced in any court of competent jurisdiction.
21.4 Interim / Conservatory Relief
Nothing in this Article 21 prevents a Party from seeking interim, conservatory or injunctive relief from the DIFC Courts or any other court of competent jurisdiction at any time, where such relief is necessary to protect that Party's rights.

22. Miscellaneous

22.1 Notices shall be to the addresses/emails stated on the PO (or as otherwise notified in writing).
22.2 Waiver must be in writing; severability applies; counterparts and electronic signatures are acceptable.
22.3 Any notice, demand or other communication in connection with this Contract (including for purposes of Article 19) shall be in writing and delivered by hand, courier, or email to the addresses/emails stated on the Purchase Order (or as otherwise notified in writing). Email notices shall be deemed received on the same Business Day if sent before 5:00 pm UAE time, otherwise on the next Business Day.
22.4 The Buyer reserves the right, at its sole discretion, to relax, waive, vary or permit deviations from any term or condition of this Contract (including these General Terms and Conditions and any Purchase Order requirements) by written notice to the Supplier. Any such relaxation, waiver or variation shall apply only to the specific instance and period expressly stated in the Buyer's written notice and shall not constitute;
(a) a continuing waiver,
(b) a waiver of any other term or condition, or
(c) a waiver of the Buyer's rights in respect of any subsequent or similar breach.

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Schedule 1 — Shipping Documents & Logistics Protocol (Import / International Carriage)

A. **Document discipline**: All documents must state the **product name** and be issued to the **consignee address only** as stated on the PO.

B. **Carriage**: Shipment through **mainline** carriers and **direct sailing** only; **no trans-shipment** unless Buyer approves in writing.

C. **Prohibited carriers**: Do not use **Russian, Israeli, Iranian, Mexican, or Cordelia** shipping lines.

D. **HS Code**: Supplier shall use the HS code(s) confirmed by Buyer in writing (if provided) and shall include HS code information on documents where required by Applicable Law/customs practice (typically commercial invoice and packing list). Supplier shall not add HS codes to the bill of lading or other documents where Buyer instructs in writing or w here prohibited by carrier/authority practice.

E. **Tolerance**: Quantity and value tolerance of **+/- 5%** unless PO states otherwise.

F. **Bills of lading**: **House B/L and Lash B/L not accepted.**

G. **Drafts for approval**: Draft shipping documents must be emailed immediately after vessel sailing to the Buyer contacts stated on the PO (and, unless varied, to the established Oren logistics distribution used in prior SPAs).

H. **Final set**: Final documents to be emailed within **7 days** of draft approval.

I. **Originals**: Original documents must be delivered within **10 days** of vessel sailing; Supplier bears costs of clearance delay, demurrage, and insurance extension due to late originals.

J. **Minimum document pack** (unless PO states otherwise): commercial invoice (wet signed originals), packing/weight lists, Certificate of Analysis, Certificate of Origin, and original B/L (freight terms as per PO).