

1. APPLICABILITY

- 1.1. The General Conditions shall apply exclusively to all sales by the Seller, notwithstanding anything to the contrary in Buyer's general conditions of purchase or in any other document issued by Buyer or which are otherwise implied by trade, custom, practice or course of dealing. Conflicting and/or supplementary terms and conditions of any such documents shall only apply and be binding upon the Seller to the extent expressly agreed by the Seller in writing.

2. CONTRACT TERM

The Agreement will commence on the Commencement Date specified in the Contract Note and shall remain in full force and effect until the expiry of the term as specified in the Contract Note, subject to earlier termination in accordance with the terms of this Agreement.

3. PRICE

- 3.1. The Price for the products shall be:
 - (a) the Price specified in the Contract Note; or
 - (b) determined according to the method of calculation specified in the Contract Note.

4. PACKING

- 4.1. The Seller shall pack the Product in approximately 1.0 metric tonne bulk bags in export containers subject to product and sale conditions.

5. WEIGHT

- 5.1. Weight shall be determined by the Seller to the nearest kilogram at the onsite facility by use of the Seller's product bagging scales.
- 5.2. The Seller shall arrange for a packing list to be issued (**Packing List**) to the Buyer per shipment.
- 5.3. The Buyer agrees that the Seller is allowed a net weight tolerance of up to +/- 5% for each bag forming part of a shipment (**Bag Tolerance**).
- 5.4. The Buyer agrees that the Seller is allowed a net weight tolerance of up to +/- 2% for each shipment (**Shipment Tolerance**).
- 5.5. If upon the arrival of a shipment at the Destination, the Buyer determines a weight deviation outside of the Bag Tolerance and/or the Shipment Tolerance, the Buyer must not use or resell the Product and must notify the Seller in writing within 14 days failing which the Buyer shall be deemed to have agreed that the Product supplied falls within the Bag Tolerance and the Shipment Tolerance.
- 5.6. If the Buyer notifies the Seller pursuant to clause 5.5, the Buyer shall engage an independent, certified and reputable third party (**Third Party**) to determine the weight. The Third Party shall weigh every bag and allow observation of a Seller representative.
- 5.7. Should the total average shipment weight fall below 2% of the specified total shipment weight, the Third Party's costs will be borne by the Seller and the Seller shall issue a credit note to the Buyer for the volume of Product that is the difference between the volume of Product invoiced to the Buyer and the volume of Product determined by the Third Party.
- 5.8. Should the total average shipment weight fall within the Shipment Tolerance, the Third Party's costs will be borne by the Buyer.
- 5.9. Should the total average shipment weight fall above 2% of the specified total shipment weight, the Third Party's costs will be borne by the Buyer.

6. QUALITY

- 6.1. Quality of the Product shall be determined from a representative sample collected by automatic sampler as the Product is bagged at the Seller's production facility, which may be on an

individual or multiple bag basis. The sampling and analysis shall be at Seller's cost and in accordance with the procedures prescribed in ISO 14001, ISO 9001 or ISO18001. The Seller shall retain a sub-sample of the representative sample for a minimum of 6 months.

- 6.2. The Seller shall arrange for a certificate to be issued based on the sampling and analysis conducted in accordance with clause 6.1 and signed by the Seller's authorized representative (**Certificate of Lot Quality**).
- 6.3. The Buyer agrees that the Seller is allowed a Particle Size Distribution (**PSD**) tolerance of up to 5% per sieve (mesh) against a guaranteed value for each shipment (**PSD Shipment Tolerance**).
- 6.4. The Buyer agrees that the Seller is allowed a fixed carbon tolerance of up to 0.5% against a guaranteed value for each shipment (**Fixed Carbon Shipment Tolerance**).
- 6.5. The Buyer must notify the Seller in writing of any claim in respect of the quality of the Products being otherwise than in accordance with this Agreement ("**Defect**" or "**Defective**" as the context requires) by no later than the date which is 14 days after the Products are delivered to the Destination. The notice must include all relevant details of the alleged Defect including the bag ID number. If no notice is received within 30 days, the Products shall be deemed to be in accordance with the Agreement and the Seller shall have no liability to the Buyer in respect of any claim relating to Defective Products.
- 6.6. If the Seller does not accept the Buyer's claim of Defect, the Buyer must collect a sample of the Product under the Seller's supervision and provide it to an independent, certified and reputable laboratory for analysis ("**Referee**"). The Buyer shall provide a sub-sample to the Seller. The samples will be appropriately labelled with the Product reference number.
- 6.7. The parties must instruct the Referee to determine whether or not the Products have a Defect. The determination of the Referee shall be final and binding on the parties. If the Referee determines that the Products are Defective, the costs of the Referee shall be paid by the Seller and the parties shall negotiate in good faith, and use all reasonable endeavours to agree, a fair and reasonable adjustment to the price of that Products to compensate the Buyer for the Defect. If the Referee determines that the Products are not Defective, the costs of the Referee shall be paid by the Buyer and no adjustment will be made to the price of the Products. Except as provided herein, the Seller will have no liability to the Buyer in respect of any shipment of Products which are Defective. The Buyer must accept all shipments of Products (including where the Products are Defective).
- 6.8. For the avoidance of doubt, any claim by the Buyer in respect of any Product that has been used or consumed by the Buyer shall be void and of no force or effect.

7. INSURANCE

- 7.1. The Seller shall arrange and pay for marine cargo insurance on each shipment of Product for an amount of insurance as specified in the Contract Note. If no amount of insurance is specified, then the insurance required shall be not less than 100% of the Seller's good faith estimate of the value of each Product shipment.
- 7.2. The insurance arranged by the Seller pursuant to clause 7.1 must:
 - (a) be placed with a reputable insurer selected by the Seller;
 - (b) name both the Buyer and Seller as beneficiaries of the insurance;
 - (c) commence when the Product has been placed on the vessel at the Load Port and end upon completion of the unloading of the Product at the Destination.

8. DELIVERY

- 8.1. The Incoterms are incorporated into the Agreement by reference and delivery of, and transfer of risk in, the Products from Seller to Buyer shall be in accordance with the relevant Incoterm.
- 8.2. Any scheduled or agreed delivery periods are estimates only and are non-binding and subject to change.
- 8.3. The Products shall be delivered as specified in the Contract Note or as otherwise agreed by the parties in writing.

9. TITLE AND RISK

- 9.1. Title to the Products and documents (if any) supplied by Seller to Buyer shall pass to Buyer when:
 - (a) risk in the Products has passed to Buyer under the Agreement; and
 - (b) Seller has received payment of 100% of the price of the Products.
- 9.2. Seller warrants that it is able to pass good title to the Products and that title will pass to Buyer free and clear of all security interests, liens and encumbrances.

10. PAYMENT

- 10.1. Buyer must make payment for the Products as specified in the Contract Note and in this Agreement.
- 10.2. All invoices issued under this Agreement shall be prepared in US dollars and all payments shall be made in US dollars.
- 10.3. Seller may change the payment terms at any time, if:
 - (a) the Buyer or the Buyer's Credit Support Provider becomes Insolvent or any other event or circumstance occurs which is likely to have a material adverse effect on the:
 - (i) creditworthiness of the Buyer or Buyer's Credit Support Provider;
 - (ii) Buyer's ability to perform its obligations under the Agreement or any other agreement in place between the parties or their Affiliates; or
 - (iii) Buyer's Credit Support Provider's ability to perform its obligations under any applicable credit support; or
 - (b) Buyer or an Affiliate of Buyer fails to pay an amount owed to Seller or an Affiliate of Seller by the due date on:
 - (i) two or more occasions within any consecutive 365 day period; or
 - (ii) any single occasion and such payment default persists for more than 7 days.
- 10.4. All bank charges and other costs charged by financial institutions in respect of any payment made by Buyer under the Agreement shall be for Buyer's account. All costs relating to non-compliance with the Agreement by Buyer, including the cost of collection of payments, shall be for Buyer's account.
- 10.5. If the Buyer fails to pay an amount when due, the Buyer must pay interest on the outstanding balance until paid. Interest will accrue daily at a rate equal to Term SOFR plus 7% per annum.
- 10.6. Buyer shall pay for all Products based on the quality and quantity of Product stated in the Packing List and Certificate of Lot Quality, notwithstanding any loss of or damage to the Products during shipment or any non-compliance of the Products with the Specifications. Buyer shall make such payment at the time and in the manner provided in the Agreement. Buyer must not await the settlement of any insurance claim before making such payment.

11. METHOD OF PAYMENT

- 11.1. If "L/C" is stated as the payment method in the Contract Note, then:
 - (a) The Buyer shall affect payment of the Seller's commercial invoice in respect of each shipment of Product by irrevocable documentary letter of credit ("L/C") payable at

sight, issued by a bank nominated by the Buyer and acceptable to the Seller in its discretion (and, if required by the Seller, advised to the Seller through an advising bank and confirmed by a confirming bank (or both), in each case acceptable to the Seller in its discretion).

- (b) The L/C shall be on terms acceptable to the Seller in its discretion. Upon the Seller's request, the Buyer shall provide a draft/application L/C for any comments or acceptance by the Seller. Upon request by the Buyer, the Seller shall provide the Buyer with the Syrah Global FZCO L/C guidelines for L/C opening.
 - (c) For each shipment of Product, the Buyer shall ensure that the L/C (referencing UCP600) is issued and received by the Seller no later than 10 business days prior to the month of the scheduled shipment.
 - (d) The L/C must be opened in US dollars and be for an amount equal to 100% of the provisional invoice amount. The provisional invoice is to be issued by the Seller on the request of the Buyer prior to the L/C opening.
 - (e) The Seller may request payment under the L/C of the commercial invoice amount which shall be payable at sight upon presentation of the following documents:
 - (i) Commercial invoice issued by the Seller;
 - (ii) A full set (3/3) of original clean onboard bills of lading or eBOL (Electronic Bills of Lading and covered under E UCP 600);
 - (iii) Packing List;
 - (iv) Certificate of Lot Quality;
 - (v) Certificate of origin; and
 - (vi) Certificate of insurance.
 - (f) If the Seller reasonably anticipates that an L/C will expire prior to the Seller receiving payment under all invoices issued in respect of a shipment, then the Seller may require the Buyer to procure that, prior to the L/C expiry date, such date be extended to a date the Seller reasonably considers necessary to allow the Seller to receive full payment of any amounts due in respect of that shipment.
- 11.2. If "telegraphic transfer" is stated as being the payment method in the Contract Note, Buyer must make payment by telegraphic in accordance with Contract Note and against a scanned copy of the original shipping documents.
 - 11.3. All payments which are required to be made by the Buyer under this Agreement, must be paid in immediately available funds into the bank account notified by the Seller in writing from time to time free of any set-off, counterclaim or deduction. Payment will only be taken to have occurred when the amount has actually been received by Seller as cleared funds.
- ## 12. FORCE MAJEURE
- 12.1. If Seller experiences a Force Majeure Event, the Seller shall be relieved from performance of those obligations for so long as the Force Majeure Event and its consequences continue and to the extent Seller is unable to perform those obligations. If a Force Majeure Event occurs, Seller shall not be liable for any delay or failure in the performance of this Agreement or any loss or damage which Buyer may suffer as a consequence of such delay or failure. A Force Majeure Event shall not relieve Buyer of its obligations to make payments due to Seller.
 - 12.2. Seller shall use all reasonable endeavours to terminate the Force Majeure Event and its consequences and upon termination shall give notice thereof to the Buyer. However, Seller shall not be required to settle an industrial dispute under particular conditions or deal with an industrial dispute

in a particular way.

- 12.3. If performance of Seller's obligations are so relieved for a period of 180 consecutive days or more, either party may by written notice to the other party terminate the Agreement. Such termination shall not prejudice any rights of the parties arising prior to the date thereof.

13. DEFAULT – REMEDIES

- 13.1. If Buyer does not pay when due any amount which is payable under this Agreement, Seller may immediately, without any prior notice, suspend or terminate the Agreement (or any other agreement in place between the parties or their Affiliates) in whole or in part or suspend or terminate a shipment (to which the breach relates in whole or in part) or claim damages, or do each of them.
- 13.2. Subject to clause 13.1, if a party breaches any provision of the Agreement, the other party may give the defaulting party notice specifying the breach and requiring the defaulting party to remedy the breach within 14 days. If the defaulting party fails to remedy the breach within such period, the other party may suspend or terminate the Agreement in whole or in part, suspend or terminate the shipment(s) to which the breach relates in whole or in part, or claim damages, or do each of them.
- 13.3. If a party becomes Insolvent the other party may immediately terminate the Agreement in whole or in part by notice. Seller may also terminate the Agreement if the Buyer's Credit Support Provider becomes Insolvent.
- 13.4. If Buyer fails to pay any amount due by its due date or the Buyer or Buyer's Credit Support Provider becomes Insolvent, Seller may repossess Products which has been delivered but has not been paid for and/or withhold delivery of further Products.
- 13.5. Any exercise by Seller of any of its rights under this clause 13 shall be without prejudice to any other rights or remedies available to Seller under the Agreement or at law. Any termination of any shipment or the Agreement in whole or in part, under this clause 13 shall not prejudice any rights, obligations or liabilities of the parties that accrued prior to the date of termination.

14. LIMITATIONS OF LIABILITY

- 14.1. Seller shall not be liable to Buyer in its performance of or failure to perform the Agreement, whether in contract, tort or breach of statutory duty or otherwise, for any indirect, special or consequential loss or damage of any nature whatsoever, however caused, including but not limited to business interruption, loss of production, loss of revenue, loss of profit, loss of use of any equipment, loss of contract, loss of business opportunity and loss of goodwill.
- 14.2. Each party hereby irrevocably waives any right to recover punitive, exemplary or similar damages with respect to any dispute, controversy or claim arising out of or in connection with the Agreement.
- 14.3. Nothing in this clause 14 or elsewhere in the Agreement shall limit Seller's right to recover its losses up to an amount equal to the value of the Products calculated in accordance with the Agreement plus any interest, legal costs and expenses reasonably incurred in connection with Seller's claim in circumstances where Buyer:
- (a) fails to take delivery of Products and fails to pay; or
 - (b) accepts delivery of Products and fails to pay.
- 14.4. Seller's total liability in respect of all breaches, claims, costs, expenses, losses, damage or any other liability, however caused (including by negligence or under tort or statute) suffered or incurred in connection with the Agreement shall not under any circumstances exceed the total amount which Buyer has paid to Seller in respect of Products supplied under the Agreement.
- 14.5. Except as otherwise provided in the Agreement, no representations or warranties are given or made by Seller in

respect of the Products including in relation to the use or subsequent resale of the Products. Any representations, warranties, guarantees, conditions or other terms implied by law, custom or by statute whether as to merchantability, quality, suitability or fitness for any particular purpose or use of the Products or the Products' packaging, or otherwise, are excluded to the fullest extent permitted by law.

- 14.6. The limitations of liability as set out in the Agreement shall be to the maximum extent permitted by applicable law.

15. HEALTH, SAFETY AND ENVIRONMENT

- 15.1. Buyer agrees that the Products supplied by Seller in the condition in which the Products are sold is considered not to constitute a hazard to health or safety, provided that it is handled, used and stored in accordance with normally accepted safe working practices applicable to the Products. Buyer shall, for its own protection, consult Seller's Products safety data sheet (if any), relevant codes of practice, standard industry practice and factory inspectorates with regard to adequate hygiene, safety and environmental standards, with respect to the handling, processing and storing of the Products, the Product packaging, by-products and wastes of any sort.
- 15.2. Buyer accepts the inherent risks associated with the Products as set out in clause 15.1 and shall have no claim of any kind against Seller directly or indirectly arising from any loss or damage as a result of direct or indirect exposure to the Products.
- 15.3. Seller may refuse to make a delivery of Products if the facilities for receipt made available by Buyer fail to comply with Seller's requirements regarding cleanliness, health and safety. Seller shall not be liable for any cost, loss or damage resulting from the receipt of Products in non-compliant storage facilities. Buyer shall indemnify Seller against any claim which any third party might have against Seller in this respect.
- 15.4. Any advice given by Seller concerning storage, transport, use or application of the Products delivered shall be without prejudice and Seller shall not be liable for any loss or damage resulting from observance of such advice.

16. TRADE CONTROLS LAWS

- 16.1. In this clause 16
- (a) "**Applicable Trade Controls Laws**" means any sanctions, export control, or import laws, or other regulations, orders, directives, designations, licenses, or decisions relating to the trade of goods, technology, software and services which are imposed, administered or enforced from time to time by any relevant jurisdiction including Australia, the United States, the United Kingdom, the EU, EU Member States, Switzerland, the United Nations or United Nations Security Council and also includes U.S. anti-boycott laws and regulations.
 - (b) "**Sanctioned Country or Territory**" means any country or territory against which comprehensive sanctions are imposed by Australia, the United States, the United Kingdom, the EU, any EU Member States, Switzerland, the United Nations, or any other country with jurisdiction over the activities undertaken in connection with this Agreement.
 - (c) "**Sanctioned Party**" means:
 - (i) any person or entity that is designated for export controls or sanctions restrictions under any Applicable Trade Controls Laws, including but not limited to those designated under the U.S. List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Entity List,

Denied Persons List, Debarred List, Australia's Consolidated List, the UK Consolidated List and the EU Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions; and

- (ii) any entity 50% or more owned or controlled, directly or indirectly, by one or more of the foregoing persons or entities.

16.2. The Buyer must comply with all Applicable Trade Controls Laws in connection with this Agreement and must not, directly or indirectly, sell, supply, transfer, export, reexport, or retransfer the Seller's Products to a Sanctioned Country or Territory or a Sanctioned Party in breach of any Applicable Trade Controls Laws.

16.3. The Buyer acknowledges that the Seller's Products may be subject to Applicable Trade Controls Laws and it is the sole responsibility of the Buyer to apply for and obtain any necessary licenses or other authorizations under Applicable Trade Controls Laws prior to any direct or indirect sale, supply, export, reexport, import, or retransfer of Seller's Products or any other transaction related to Seller's Products and agrees that the Seller has no liability for the Buyer's inability to obtain such licenses or other authorization or for any violation by the Buyer of any Applicable Trade Controls Laws.

16.4. The Buyer represents and warrants that it:

- (a) is not organised under the laws of, or located or ordinarily resident in, a Sanctioned Country or Territory;
- (b) is not part of the government of a Sanctioned Country or Territory, or owned or controlled by the government of a Sanctioned Country or Territory;
- (c) is not a Sanctioned Party; and
- (d) will not take any actions that cause it to become a Sanctioned Party or otherwise to become sanctioned, restricted, or designated under Applicable Trade Controls Laws during the term of the Agreement, but if the Buyer becomes or expects to become a Sanctioned Party or becomes or expects to become sanctioned, restricted, or designated, the Buyer must notify the Seller as soon as possible.
- (e) These representations and warranties continue in effect for the term of the Agreement.

16.5. Despite anything to the contrary in this Agreement:

- (a) the Seller shall have the right to terminate this Agreement immediately upon the determination by the Seller, in the Seller's sole discretion, that Buyer has breached, or intends to breach, any of the provisions in this clause 16; and
- (b) nothing in this Agreement requires any Party to take any action, or refrain from taking any action, where doing so would be prohibited by or subject to penalty under Applicable Trade Controls Laws.

17. ANTI-CORRUPTION

17.1. The parties represent and warrant that, in connection with this Agreement, neither they nor their employees, agents or representatives have given, offered, promised or authorised and shall not give, offer, promise or authorise anything of value, directly or indirectly, to a government official or any other person to influence or reward official action; to influence or induce a person to perform his or her work duties disloyally or otherwise improperly; or to reward a person for doing so. Each party shall comply with all laws applicable to that party relating to anti-corruption, including the anti-corruption laws of any country in which any activities or obligations arising under the Agreement have been or are to be performed.

18. WAIVER OF IMMUNITY

18.1. To the extent that any party may be entitled in any jurisdiction to claim for itself or its property or assets immunity from submission

to jurisdiction, recognition of an award or suit, judgment, enforcement, execution, attachment or other legal process, or to the extent that in any such jurisdiction there may be attributed to itself or its assets or property such immunity (whether or not claimed), that party hereby irrevocably agrees, in respect of any proceedings or disputes or the enforcement of any award or judgment against any of its property or assets, not to claim and hereby irrevocably waive such immunity to the fullest extent permitted by the laws of such jurisdiction.

19. TAXES

19.1. Except as provided below, all taxes, duties, levies, royalties, imposts, fees, and other charges of whatever nature imposed by any local, regional, state or national government ("**Tax**") which are not allocated by the applicable Incoterm and which arise:

- (a) in the shipment's country of origin, shall be for Seller's account; and
- (b) in the country of a shipment's destination, shall be for Buyer's account.

19.2. All payments under the Agreement shall be made without any withholding of or deduction for or on account of any Tax unless such withholding or deduction is required by law. If a party is so required to withhold or deduct Tax from a payment to be made by it, then that party ("**Paying Party**") shall notify the other party ("**Receiving Party**") immediately of such requirement and pay to the appropriate authorities all amounts withheld or deducted by it. If a receipt or other evidence can be issued evidencing the payment to the authorities, the Paying Party shall deliver such evidence (or a certified copy of that evidence) to the Receiving Party. The Paying Party shall increase the amount of any payment which is required to be made subject to a withholding or deduction to the extent necessary to ensure that, after the making of the required withholding or deduction, the Receiving Party receives the same amount it would have received had no such withholding or deduction been made or required to be made.

19.3. If any value-added tax, goods and services tax or analogous tax ("**VAT**") applies to a supply made under this Agreement, Buyer shall pay to Seller an amount equal to the VAT at the rate applicable from time to time, provided that such amount shall only be required to be paid once Seller provides Buyer with a valid VAT invoice (applicable in the jurisdiction of supply) in relation to that amount.

20. ASSIGNMENT

20.1. Neither party may assign the Agreement in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably withheld. Seller may assign this Agreement to an Affiliate of the Seller without the prior consent of Buyer.

21. ENTIRE AGREEMENT

21.1. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, whether oral or written, between them with respect to the subject matter hereof, in whole or in part, except by written agreement mutually agreed by both parties. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written agreement between the parties.

22. COUNTERPARTS

22.1. This Agreement may be executed in any number of counterparts, each of which, when executed, is an original.

Those counterparts together make one instrument.

23. CONFIDENTIALITY

23.1. The existence and terms of this Agreement and any confidential information disclosed by or on behalf of a party to the other party in connection with this Agreement ("Confidential Information") is confidential. Each party agrees that it will not disclose the terms of this Agreement or disclose or use any Confidential Information of the other party during the term of this Agreement and for a period of 5 years after the termination of this Agreement. Nothing herein shall prevent a party from:

- (a) using such information in connection with its performance of this Agreement;
- (b) using or disclosing such information which is or becomes part of the public domain (other than as a result of breach of this Agreement by that party);
- (c) disclosing such information to the extent required to comply with any governmental agency (including a governmental agency in Mozambique) in accordance with any law or mandatory requirement;
- (d) disclosing such information to that party's related bodies corporate (provided that the party procures that any recipient of that information keeps the information confidential);
- (e) disclosing such information to the extent that the party or a related body corporate is required to disclose the information under an applicable law, the rules of any stock exchange or in accordance with the terms of any compulsory order or direction of a governmental agency or court; or
- (f) using or disclosing such information with the prior written consent of the other party.

24. GOVERNING LAW AND JURISDICTION

24.1. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of Singapore. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any dispute, controversy or claim arising out of or in connection with the Agreement, including the existence, validity, breach, amendment or termination thereof, shall be referred to and finally resolved by arbitration in Singapore by the Singapore International Arbitration Centre in accordance with its arbitration rules. The arbitral proceedings shall be conducted in English. The arbitral award will be final and binding upon both parties.

24.2. The failure by the Seller to enforce on a particular occasion any right or remedy provided in this Agreement, by law, or in equity, will not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

25. NOTICES

25.1. Any notice under the Agreement shall be in writing and be sent by registered mail, courier or email to the address mentioned in the Agreement. Such notice shall be effective (a) if sent by registered mail or courier, upon delivery, evidenced by a delivery record, or (b) if sent by email, upon sending of that email.

26. INVALIDITY

26.1. If any one or more provisions of this Agreement is at any time invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired.

27. LANGUAGE

27.1. The English language version of this Agreement shall prevail in the event of any conflict between the English text and non-

English text, notwithstanding any translation of this Agreement made for any purpose whatsoever.

27.2. Each notice, demand, request, statement, instrument, certificate or other communication given, delivered or made under or in connection with this Agreement shall be in the English language.

28. eDOCs

28.1. The parties agree that, wherever acceptable to the carrier or the parties' respective banks, or any or all of them (as applicable to the relevant document) any shipping, payment or other relevant documents which are to be issued pursuant to this Agreement may be created, issued, stored and signed in electronic form and transmitted electronically (each, an "eDoc").

29. INCONSISTENCIES

29.1. In the case of any inconsistency between:

- (a) the Special Conditions and the Contract Note, the Special Conditions prevail;
- (b) the Special Conditions and these General Conditions, the Special Conditions prevail; and
- (c) the Contract Note and these General Conditions, the Contract Note prevails.

30. INTERPRETATION

30.1. In this Agreement:

- (a) the expressions "including", "includes" and "include" have the meaning as if followed by "without limitation";
- (b) the singular includes the plural, the converse also applies;
- (c) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision;
- (d) a reference to an agreement or document (including a reference to this Agreement) is the agreement or document as amended, supplemented, novated or replaced;
- (e) a reference to 'business day' means a calendar day other than a day which is a Saturday, Sunday or public holiday in Mozambique, Dubai or Australia.
- (f) a liability imposed on two or more persons is a liability imposed on each of those persons jointly and severally;
- (g) a right conferred on two or more persons is a right conferred on each of those persons severally and not jointly or jointly and severally; and
- (h) no rule of construction is to apply to the disadvantage of a party on the basis that that party drafted or proposed the whole or any part of this Agreement.

31. DEFINITIONS

31.1. In this Agreement:

- (a) "**Affiliate**" in relation to a party, means a body corporate which is a controlling company; a controlled company; or a controlled company of a controlling company, of that party. For the purposes of this definition, one body corporate controls another body corporate if: (i) it owns, either directly or indirectly, or is otherwise in a position to cast or control the casting of, more than 50% of the securities entitled to vote at general meetings of that other body corporate; or (ii) it controls the composition of a majority of the board of that other body corporate, and 'controlled' and 'controlling' will be construed accordingly;

- (b) **"Agreement"** means the General Conditions and the Contract Note;
- (c) **"Buyer"** means the buyer specified in the Contract Note;
- (d) **"Buyer's Credit Support Provider"** means any person who provides a performance assurance to Seller in respect of the performance of Buyer's obligations under the Agreement, including a guarantee, letter of credit, security, cash pre-payment or other form of credit support;
- (e) **"Certificate of Lot Quality"** means the document referred to in clause 6.2;
- (f) **"Commencement Date"** means the date specified as such in the Contract Note;
- (g) **"Contract Note"** means the document entitled "Contract Note-Sales Agreement" signed by the Seller and the Buyer;
- (h) **"General Conditions"** means these General Conditions of Sale;
- (i) **"Force Majeure Event"** means any event or circumstance beyond the control of a party which prevents or hinders, directly or indirectly, the performance of any of the obligations under the Agreement and includes strike, labour disputes, lock-out, fire, explosion, flood, earthquake, extreme adverse weather conditions, riot, war or threat of war, accident, act of God, pandemic, embargo, legislation, regulation or directive having the force of law, shortage of or a breakdown in transportation facilities, civil commotion, act or threat of terrorism, unrest or disturbance, compliance with any order or instruction of any port, transportation, local or other authority, non-availability or shortage of electricity, coal, fuel or raw materials, failure of Seller's supplier to supply, counterparty default, breakdown or malfunction of plant, a Force Majeure Event arising under agreements or arrangements between the Seller and any of its suppliers and customers which may impact upon the performance of the Seller's obligations under this Agreement or any other cause beyond the control of Seller, whether similar or dissimilar to the causes mentioned above;
- (j) **"Incoterms"** means the rules published by the International Chamber of Commerce governing contracts for the sale of goods which came into effect on 1 January 2020 and which are commonly known and published as "Incoterms® 2020";
- (k) **"Insolvent"** means, in relation to a party, if:
 - (i) a party:
 - a. ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business;
 - b. commences, or becomes the subject of, any bankruptcy, insolvency, administration, liquidation or similar proceeding or a court order is made for the winding up of the party or for the appointment of a receiver, liquidator, administrator or other controller to the party or any of the party's assets;
 - c. commences, or becomes the subject of, any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them;
 - d. has a receiver, receiver and manager, statutory manager, controller, or voluntary administrator appointed over any part of the property or assets of that party;
 - e. is unable to pay its debts as and when they fall due or is insolvent (or deemed to be insolvent) under any applicable law; or
 - (ii) a creditor takes possession of all or a substantial part of a party's assets;
- (l) **"Load Port"** means the Load Port specified in the Contract Note or as otherwise agreed by the parties in writing.
- (m) **"Packing List"** means the document referred to in clause 5.2.
- (n) **"Price"** means the price as determined by the Contract Note and clause 3;
- (o) **"Product"** means the Product specified in the Agreement or any other Product supplied by the Buyer (or its Affiliate) to the Seller (or its Affiliate);
- (p) **"Seller"** means the seller specified in the Agreement;
- (q) **"Special Conditions"** means the special conditions set out in the Contract Note; and
- (r) **"Specifications"** means specifications for the Product set out in the Contract Note.
- (s) **"Term SOFR"** means the Term SOFR Reference Rate for a tenor of one month on the day (such day, the **"Periodic Term SOFR Determination Day"**) that is two (2) U.S. Government Securities Business Days prior to the relevant missed payment, as such rate is published by the Term SOFR Administrator; by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day;
- (t) **"Term SOFR Administrator"** means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected jointly by the parties);
- (u) **"Term SOFR Reference Rate"** means the forward-looking term rate based on SOFR (Secured Overnight Financing Rate);.
- (v) **"U.S. Government Securities Business Day"** means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.