

General Terms and Conditions of Sale of Sasol Middle East FZCO

General Terms of Sale Applicable to Local Sales ("Agreement")

1. CONDITIONS

1.1. The Product, Specification, price and terms of payment as well as the mode and terms of delivery shall be as specified in Sasol's written quotation and/or confirmation of order and the applicable letter of credit (if any). The Specification, the written quotation, the confirmation of order, the letter of credit (if any) and the Sasol Marine Terms and Conditions (if clause 3.6 applies) shall be deemed incorporated into this Agreement. If a conflict arises between the foregoing documents and this Agreement, a mutually consistent meaning shall be sought. If impossible, then the order of precedence of these documents shall be as follows: (i) the Sasol Marine Terms and Conditions (if clause 3.6 applies); (ii) this Agreement; (iii) the confirmation of order; (iv) the written quotation; (v) the Specification and (vi) the letter of credit.

1.2. Unless otherwise specifically agreed to otherwise in writing, all Product sold in terms of orders placed by the Purchaser shall be sold on trade terms subject to Incoterms® 2020 which trade terms shall be agreed between Sasol and the Purchaser as at the date of acknowledgement of the order by Sasol and as recorded in the relevant confirmation of order.

1.3. In this Agreement:

1.3.1. "Affiliate" means, in relation to a body corporate or partnership, any subsidiary or holding entity of such body corporate or partnership, and any subsidiary of any such holding company, in each case from time to time;

1.3.2. "Applicable Law" means all laws, statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judgments, orders, decisions, rulings or awards including those of the government of the United Arab Emirates or any government agency or department in the United Arab Emirates;

1.3.3. "Confidential Information" means any information of a confidential nature concerning Sasol's or its Affiliates' products, affairs, prices, assets, affairs or suppliers or any other information provided by Sasol to the Purchaser which is marked as confidential or ought to be reasonably regarded as confidential.

1.3.4. "Losses" means losses, liabilities, interest, fines, penalties, judgments, awards, costs (including legal costs and experts' and professional fees (including costs and expenses incurred in defending or prosecuting unsuccessful claims and pre-action costs and expenses whether or not proceedings are brought)), charges, expenses, actions, proceedings, claims and demands;

1.3.5. "Product" means the product(s) stated in Sasol's confirmation of order;

1.3.6. "Specification" means the specification for the Product provided by Sasol to the Purchaser; and

1.3.7. all references to time shall be construed by reference to the Gregorian calendar.

2. QUALITY AND QUANTITY

2.1. The Product sold and purchased in terms of this Agreement shall conform to Specification. Sasol's determinations of quality, supported by a certificate of analysis provided or obtained by Sasol,

unless proven to be erroneous, shall be accepted as conclusive evidence of the Product delivered in terms of this Agreement.

2.2. The Purchaser shall under no circumstances use/accept any Product which does not conform to Specification and in terms of which the relevant certificate of analyses has been proven to be erroneous.

2.3. Sasol's determinations of the quantity loaded, as reflected on Sasol's Loading Document (waybill), unless proven to be erroneous, shall be conclusive evidence of the quantity of Product delivered.

2.4. The Parties agree that should at least 80% of a purchase order quantity of Product be delivered to the Purchaser, the purchase order shall be deemed to have been fulfilled. Sasol shall accordingly invoice the Purchaser on the actual quantity delivered. In the event that the Purchaser has already paid prior to delivery, Sasol shall pass a credit in favour of the Purchaser, equal to the value of the undelivered quantity of Product.

3. DELIVERY RISK AND OWNERSHIP

3.1. Risk in respect of the Product shall pass to the Purchaser on delivery in accordance with the specified Incoterm unless otherwise agreed to in writing. Title to Products shall not pass to the Purchaser until Sasol receives payment in full for the Products. Until title to Products has passed to the Purchaser, the Purchaser shall:

3.1.1. store those Products separately from all other goods held by the Purchaser so that they remain readily identifiable as Sasol's property;

3.1.2. maintain those Products in satisfactory condition and keep them insured on Sasol's behalf for their full price against all risks. The Purchaser shall obtain an endorsement of Sasol's interest in the Products on its insurance policy, subject to the insurer being willing to make the endorsement. On request the Purchaser shall allow Sasol to inspect those Products and the insurance policy; and

3.1.3. give Sasol such information as Sasol may reasonably require from time to time relating to the Products and the ongoing financial position of the Purchaser.

3.2. At any time before title to the Products passes to the Purchaser, Sasol may require the Purchaser to deliver up all the Products in its possession or irrevocably incorporated into another product and if the Purchaser fails to do so promptly, the Parties hereby agree Sasol may enter any premises of the Purchaser or of any third party where the relevant Products are stored in order to recover them.

3.3. In the event that the Purchaser fails or neglects to pay the purchase price on the due date, or Sasol reasonably believes that the Purchaser is about to materially breach this Agreement or be subject to an Insolvency Event, Sasol shall be entitled to cease supply and delivery of the Product and the Purchaser shall have no claim whatsoever against Sasol in this regard.

3.4. Sasol will endeavour to dispatch the Product with due promptitude, or within the time indicated, but shall not be liable for any loss or damage which may occur as a result of delays for any reason whatsoever. Time shall not be of the essence of this agreement in respect of Sasol's delivery obligations.

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- 3.5. Customs invoices, certificates of origin or other requirements shall be prepared by Sasol only at advance instructions. If the Purchaser fails to timely obtain import licenses or any other necessary authorisations, Sasol has the right to postpone delivery or to rescind this Agreement wholly or partially without any liability to Sasol and the Purchaser shall be liable for any losses or expenses suffered or incurred by Sasol as a result thereof.
- 3.6. For bulk shipments the Sasol Marine Terms and Conditions will apply in addition to what is contained herein.
- 3.7. Sasol may execute this Agreement in installments, in which case all terms and conditions that apply to this Agreement as a whole, shall apply to the part of this Agreement performed.
- 3.8. The Purchaser shall inspect the Product upon physical receipt thereof.
 - 3.8.1. If the Purchaser considers the Product not to be in conformance with Specification or to deviate from the stated quantity of delivery, the Purchaser shall notify Sasol in writing within seventy two (72) hours of the date of such physical receipt of Product.
 - 3.8.2. Failure by the Purchaser to give notice in accordance with clause 3.8.1 shall constitute a waiver by the Purchaser of all claims with respect to said Product whether in quality or quantity.
 - 3.8.3. Sasol shall be entitled to verify the Purchaser's results regarding the quality and quantity of the Product and in the event of a dispute regarding the quality and quantity of the Product.
 - 3.8.4. In the case of any claim on either quality or quantity, the Purchaser shall not mix the delivery with any other product until the claim has been resolved or that Sasol has given written approval to do so.
 - 3.8.5. Should the Purchaser blend the Product under claim with any other product, the claim shall be considered null and void.
- 3.9. In the event that Sasol is satisfied, or it is determined pursuant to clause 6.2, that the Product delivered is not in accordance with this Agreement either in quality or quantity, Sasol's liability shall be limited to (at its discretion) replacing such quantity of delivered Product which does not conform to quality or quantity by an equal quantity of Product, refunding the purchase price to the Purchaser against return of the delivered Product or refunding the purchase price less the best value at which the delivered Product can be disposed of.
4. PAYMENT
 - 4.1. When the date of payment falls on a Saturday, Sunday or a public holiday in the United Arab Emirates, the payment shall be made on the day preceding such a Saturday, Sunday or public holiday.
 - 4.2. Payment shall be made in the invoice currency unless otherwise agreed to in writing prior to delivery.
 - 4.3. All payments to be made by the Purchaser to Sasol, shall be made gross and without deduction of any type whatsoever in respect of taxes, withholdings or otherwise.
 - 4.4. If payment is to be made by letter of credit ("L/C") the Purchaser shall establish a L/C in a format acceptable to Sasol. The L/C shall be confirmed and irrevocable, without recourse and unrestricted and through a first-class bank satisfactory to Sasol.
- 4.5. Notwithstanding clause 3.1 – 3.3, Sasol shall be entitled to charge to the Purchaser an administrative fee at the rate of 1.5% (one point five per cent) per month on any statement which is not paid on or before the due date or the maximum amount of such a fee as permitted by Applicable Law.
- 4.6. Sasol reserves the right to be reimbursed for any additional costs and services incurred in the storage, loading and delivery which are not specified as costs to be covered by Sasol in the original offer.
5. WARRANTY, INDEMNITY AND LIABILITY
 - 5.1. Except to the extent provided for in this Agreement, Sasol makes no other express or implied warranty, statutory or otherwise, concerning the Product, including without limitation, any warranty of fitness for a particular purpose, any warranty of merchantability, any warranty as to the use, or any warranty as to quality or correspondence with any description or sample. Sasol does not warrant against any claim of infringement of any patent based on any combination of the Product with other materials, or the use of the Product in the operation of any process. All warranties implied by law are expressly excluded, to the extent permitted by law. The Purchaser waives any claim for loss, damage or liability which it might have against Sasol arising from, but not limited to, claims based on the Product not being suitable for the Purchaser's purposes.
 - 5.2. The Purchaser shall indemnify Sasol and hold Sasol harmless against any Losses, whether in contract, tort or otherwise, resulting from:
 - 5.2.1. any unauthorised representations or Product warranties made by the Purchaser;
 - 5.2.2. the negligent or malicious acts of the Purchaser or its employees or contractors regarding the Product or the use of the Product;
 - 5.2.3. any loss, damage or liability resulting from, or arising out of the use, transport or storage of the Product after they have been delivered to the Purchaser in accordance with this Agreement. Purchaser acknowledges that it is familiar with characteristics and inherent dangers of the Product;
 - 5.2.4. claims by third parties for damage, death or injury arising from the Purchaser's failure to provide them with information in respect of, but not limited to, inherent dangers, correct use, storage of the Product;
 - 5.2.5. breach by the Purchaser of this Agreement (including, should they be applicable, a breach by the Purchaser of the Marine Terms and Conditions).
 - 5.3. Should the Product delivered pursuant to this Agreement be found not to conform to the Specification within the shelf life stated in the Specification, ("Defective Product"), and provided that any purported non-conformity of the Product to the Specification is not attributable to the Purchaser, and provided that any Defective Product has not been mixed with other product of the Purchaser, Sasol's liability shall be limited to the replacement of such quantity of Defective Product by an equal quantity of the Product which conform to the Specification.

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- 5.4. Notwithstanding anything herein or elsewhere contained, Sasol shall not be liable, whether in contract, tort or otherwise, for any consequential loss such as, but not limited to, loss of profit, loss of production and loss of market share. In all instances Sasol's liability shall be limited to, at Sasol's election, the replacement of the Product concerned at no cost to the Purchaser or to refund the purchase price to the Purchaser against return of the Product or refund the purchase price less the best value at which the Product can be disposed of. In no event shall Sasol's aggregate liability arising out of, or in connection with this Agreement, exceed the purchase price of the Products. Nothing in this Agreement limits any liability which cannot be legally limited.
- 5.5. The Purchaser warrants that it has complied with all statutory requirements and is in possession of all the necessary permits, authorisations or any other official documents required for the purchase of Product.
- 5.6. This clause shall survive termination or expiry of this Agreement.
- 6. APPLICABLE LAW**
- 6.1. This 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. The UN Convention on Contracts for the International Sale of Goods is excluded.
- 6.2. In the event of a dispute between the Parties, arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) then the dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Dubai International Arbitration Centre, which rules are deemed to be incorporated by reference into this clause 6.2. For the purposes of any arbitration commenced pursuant to this clause 6.2:
- a) there shall be a sole arbitrator;
 - b) the governing law of the arbitration shall be the laws of England and Wales;
 - c) the seat, or legal place, of the arbitration shall be in the Dubai International Financial Centre in Dubai, UAE;
 - d) the arbitration hearings shall take place in Dubai, UAE;
 - e) the language to be used in the arbitration proceedings shall be English; and
 - f) the award of the arbitrator shall be final and binding on the Parties.
- Each of the Parties hereby agrees that:
- a) it will not challenge any arbitral award made pursuant to arbitration proceedings conducted in accordance with this clause 6.2 in any court and it will submit to the jurisdiction of that court for the purposes of those enforcement proceedings;
 - b) it will not object to or challenge any application to enforce any arbitral award made pursuant to arbitration proceedings conducted in accordance with this clause 6.2 in any court and it will submit to the jurisdiction of that court for the purposes of those enforcement proceedings; and
- c) nothing in this Agreement prevents or prohibits either Party from seeking urgent interim relief in any court of competent jurisdiction, including pre-arbitral attachments, temporary restraining orders, temporary injunctions, permanent injunctions and/or orders of specific performance, as may appear reasonably necessary to preserve the rights of either Party. The application by either Party to a judicial authority for such measures shall not be deemed to be an infringement or a waiver of the arbitration agreement and shall not affect the relevant powers reserved to the arbitrator pursuant to this clause 6.2; and
 - d) the individual placing the order for and on behalf of the Purchaser has the authority to bind the Purchaser to arbitration proceedings and any decisions or awards of arbitration as set out in this clause 6.2
- 6. INSURANCE AND CONFIDENTIALITY**
- 7.1. Save for where the Purchaser is required to procure insurance of the Products during delivery (as stated in the confirmation of order (either expressly or by reference to the appropriate Incoterm), insurance premiums shall be determined by using 110% of the indicated CIF value on the invoice. Any shortages for which it is deemed that a settlement will be made, whether directly by the insurance company or commercially by Sasol will only be made on the basis of actual value of cargo losses incurred, i.e. actual CIF value indicated. Any other costs specifically and additionally incurred to determine the cargo loss or as a result of the cargo loss will also be covered on an actual cost basis. No consequential damages will be covered under this arrangement.
- 7.2. The Purchaser undertakes that it shall not for a period of three years after delivery of the Products disclose to any person any Confidential Information, except as permitted by clause 17.2. The Purchaser shall only use the Confidential Information to exercise the Purchaser's rights or carry out its obligations under or in connection with this Agreement.
- 7.3. The Purchaser may disclose Confidential Information:
- 7.3.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Purchaser's rights or carrying out its obligations under or in connection with this Agreement. The Purchaser shall ensure that its employees, officers, representatives and advisers to whom it discloses Confidential Information complies with clause 7.2 of this Agreement; and
 - 7.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.4. Sasol reserves all rights in its Confidential Information. No rights or obligations in respect of the Confidential Information other than those expressly stated in this Agreement are granted to the Purchaser, or are to be implied from this Agreement.
- 7.5. This clause shall survive termination or expiry of this Agreement.
- 8. FORCE MAJEURE**

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- 8.1. The term "force majeure" shall mean any cause of any kind not within Sasol's reasonable control and shall include without limitation, strike, labour stoppage, blockage, accident, plant breakdown, unplanned shutdowns, fire, flood, earthquake, storm, invasion, war, revolution, uprising, compliance with laws, rules, regulations or requests of any civil power or person purporting to act therefor, act of God, pandemic, epidemic or any other cause beyond its reasonable control, whether or not similar to the causes herein specifically mentioned.
- 8.2. If Sasol rendered unable, wholly or in part, by force majeure to perform or comply with any obligation or condition of this Agreement, such obligation or condition shall be suspended to the extent and for the duration of the continuance of the inability so caused and Sasol shall be relieved of any liability during such period.
- 8.3. Sasol shall give written notice as soon as practically possible to the Purchaser specifying the nature of the intervening circumstances and its estimated duration.
- 8.4. Sasol shall use reasonable endeavours and employ reasonable means to overcome or abate the force majeure as quickly as possible.
- 8.5. Should the force majeure exceed 90 (ninety) days, either Party shall have the right to terminate this Agreement.
9. TERMINATION AND COMPLIANCE
- 9.1. In the event that any Party commits a breach ("the defaulting party") of any material term or condition of this Agreement and fails to remedy such breach within 14 (fourteen) days of receipt of a written notice to that effect from the other Party ("the non-defaulting party") then and in such event the non-defaulting party shall be entitled, without prejudice to any other rights which it may have in terms of this Agreement or in law, to terminate this Agreement. Sasol may also terminate this Agreement if the Purchaser ceases trading or becomes insolvent, files a petition for bankruptcy, combines with its creditors, or has a liquidator, receiver or administrator appointed over all or any of its assets other than for the purposes of a solvent amalgamation or reconstruction, or undergoes any analogous act or proceeding under a foreign jurisdiction (an "Insolvency Event").
- 9.2. On termination or expiry of this Agreement, the Purchaser shall immediately pay to Sasol all of Sasol's outstanding unpaid invoices and interest and, in respect of the Products supplied but for which no invoice has been submitted, Sasol may submit an invoice, which shall be payable immediately on receipt.
- 9.3. The Parties shall comply with all applicable laws and regulations in the performance of the contract, including relevant anti-bribery and anti-corruption provisions ("ABAC laws"), applicable trade, economic or financial sanctions provisions ("Sanctions") and applicable human rights and competition laws.
- 9.4. Each party represents and warrants that it and its affiliates, neither directly nor indirectly through any other person or entity, have made, offered or authorised any payment, gift, promise or other benefit to any employee of the other party or any public official in violation of applicable anti-corruption provisions and will not do so in the future. Each party agrees to maintain adequate internal controls and to keep accurate and complete records evidencing payments due and all transactions under the contract. Either party shall have the right to terminate the contract with immediate effect if there are reasonable grounds to suspect a violation of applicable ABAC laws by the other party. Each party (the "Indemnifying Party") shall indemnify and hold the other party harmless from and against any and all liability, third party claims and losses arising from any alleged or actual breach by the Indemnifying Party of any applicable ABAC laws.
- 9.5. Each Party declares that it is familiar with the relevant Sanctions and confirms that it has implemented and maintains measures and procedures to ensure compliance with its obligations under the applicable Sanctions by it, its respective directors, officers, employees and agents, its subcontractors, suppliers and customers, and its controlled subsidiaries. Neither Party shall be obliged to perform any obligations required by the contract if it would violate, or be inconsistent with, or expose such Party to, punitive measures under laws and regulations applicable to it relating to Sanctions imposed by the European Union, United Kingdom, United States, or United Nations. Either Party shall be entitled, without any liability for damages, to terminate the contract with immediate effect or suspend its performance if the performance of the contract is in any way restricted or prohibited by sanctions. To the extent permitted by law, the customer shall ensure that the product is not sold to an entity or person that is subject to sanctions imposed by the United States, United Kingdom, European Union or United Nations, and that the product will not be transported through, and has no destination in, a country that is subject to those sanctions.
- 9.6. Each Party represents that it is familiar with and will ensure compliance with all applicable laws concerning the prohibition of slavery and slavery-like practices including child labour and forced labour, and the infringement of other internationally recognised human rights. Any breach or suspected breach of this representation by a Party (the "Defaulting Party") or by any of its affiliates, contractors, or agents acting on its behalf in connection with the contract entitles the other Party (the "Non-Defaulting Party") on written notice to the Defaulting Party, to suspend its obligations in terms of the contract and/or terminate the contract, with immediate effect, without any liability of the Non-Defaulting Party.
10. NOTICES
- 10.1. Any notice given by any Party to the other which:
- 10.1.1. is delivered by hand during the normal business hours of the addressee at the addressee's registered address shall be rebuttably presumed to have been received by the addressee at the time of delivery;
- 10.1.2. is posted by prepaid registered post to the addressee's registered address, shall be rebuttably presumed to have been received by the addressee on the seventh day after the date of posting;
- 10.1.3. is sent by telefax during the normal business hours of the addressee to the addressee's registered address, shall be rebuttably

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presumed to have been received on the date of successful transmission thereof.

11. COMPLIANCE / HSE

- 11.1. The Parties shall comply with all Applicable Laws (including without limitation all Applicable Laws regarding health, safety and environmental matters).
- 11.2. The Purchaser acknowledges that it has been notified by Sasol of the risks associated with handling, using, transporting, storing of the Product as set forth in Sasol's Material Safety Data Sheets for Product ("MSDS").
- 11.3. The Purchaser acknowledges that it is familiar with the characteristics and inherent dangers of the Product.
- 11.4. The Purchaser shall take all reasonable and practical steps to inform, warn, and familiarize its employees, agents, contractors, and customers with all hazards associated with the Product.
- 11.5. The Product shall be packed and marked by Sasol in the manners customary for the Product, special arrangements being subject to extra charges.
- 11.6. The Purchaser shall comply with Sasol's instructions and all legal requirements.

12. MISCELLANEOUS

- 12.1. This Agreement, read together with any annexures hereto and any documents incorporated by virtue of clause 1 above, constitutes the sole agreement between the Parties in regard to the subject matter thereof and supersedes all prior and contemporaneous negotiations, offers, discussions, promises, representations, agreements and understandings of the Parties with respect thereto. Any inconsistencies introduced by the Purchaser's order, shall not apply unless expressly agreed to in writing by Sasol. This Agreement does not give rise any third party any rights to enforce the terms of this Agreement.
- 12.2. No addition to or variation or agreed cancellation of this Agreement shall be of any force or effect unless agreed in writing by or on behalf of the Parties.
- 12.3. The Purchaser may not delegate, sub-contract, novate, transfer or assign any of its rights or obligations in terms of this Agreement without the prior written consent of Sasol which consent shall not be unreasonably withheld.
- 12.4. All legal fees (on an attorney and own client scale), costs, charges, collection commissions and disbursements that may be incurred by Sasol in successfully enforcing any of the provisions of this Agreement shall be for the account of the Purchaser and shall be payable forthwith of demand.