

AFNEX COMMODITIES

SUSTAINABLE INNOVATION

GENERAL TERMS AND CONDITIONS OF SALE

Supply of Goods and Services – Southern Africa & United Arab Emirates

Version 1.0 (2026)

Issued by: AFNEX Commodities (a subsidiary of Diversotrade Holdings Ltd)

Applicable territories: United Arab Emirates (Dubai), Zimbabwe, Zambia, Mozambique, South Africa and Malawi

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1. Definitions and Interpretation

1.1 In these General Terms and Conditions of Sale (the “Conditions”), the following definitions apply:

- (a) **“Affiliate”** means, in relation to a party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, that party, including (in the case of AFNEX) Diversotrade Holdings Ltd and the entities of AFNEX Commodities in the United Arab Emirates, Zimbabwe and Mozambique.
- (b) **“Agreement”** means the contract for the sale and supply of the Deliverables formed in accordance with clause 3, comprising the Order Confirmation, any quotation or special conditions issued by AFNEX, these Conditions and any appendices, schedules or agreed written amendments.
- (c) **“AFNEX”** or **“Seller”** means AFNEX Commodities, the AFNEX entity identified in the Order Confirmation as the seller of the Deliverables and includes its successors and permitted assigns.
- (d) **“Customer”** or **“Buyer”** means the person, firm or entity identified in the Order Confirmation as the purchaser of the Deliverables.
- (e) **“Confidential Information”** means any information concerning the business or affairs of a party, including information relating to its operations, processes, plans, product and pricing information, formulations, sources of supply, Intellectual Property Rights, trade secrets, software, market opportunities and customers.
- (f) **“Control”** means the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise; and **“Controlled”** shall be construed accordingly.
- (g) **“Data Protection Laws”** means all laws and regulations relating to the processing and protection of Personal Data applicable in the Territory, as in force from time to time.
- (h) **“Deliverables”** means the Goods and/or Services, together with all packaging, labelling, documents, certificates, Safety Data Sheets and other materials, to be supplied by AFNEX under the Agreement.
- (i) **“Force Majeure”** means an occurrence beyond the reasonable control of the affected party which that party could not reasonably have foreseen at the time of entering into the Agreement and could not reasonably have avoided or overcome, as further described in clause 18.
- (j) **“Goods”** means the agricultural inputs (including fertilizers, pesticides, herbicides, insecticides, fungicides and bio-stimulants), mining and industrial chemicals, water-treatment chemicals (including flocculants, descalers and water softeners), raw materials and other commodities to be sold by AFNEX under the Agreement.
- (k) **“HSSE”** means health, safety, security and environment, including occupational and process safety, product stewardship, chemical and hazardous-substances compliance, emergency response and quality management.
- (l) **“Incoterms”** means the international commercial terms published by the International Chamber of Commerce, in the version in force at the date of the Order Confirmation.
- (m) **“Intellectual Property Rights”** means, without limitation, patents, registered and unregistered designs, copyright, database rights, trademarks, trade names, formulations, technical know-how and all other intellectual property rights of any kind, wherever and however in the world enforceable.
- (n) **“Losses”** means all direct losses, claims, charges, costs, liabilities, penalties, fines and expenses (including reasonable legal and other professional fees and the cost of pursuing insurers).
- (o) **“Order”** means the Customer’s request to purchase Deliverables, whether by purchase order, written instruction or other means accepted by AFNEX.
- (p) **“Order Confirmation”** means AFNEX’s written acceptance or confirmation of an Order, including any quotation, proforma invoice or sales contract issued and signed or electronically transmitted by AFNEX.

- (q) **“Personal Data”** means any information relating to an identified or identifiable natural person, or as otherwise defined in applicable Data Protection Laws.
- (r) **“Personal Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of, or access to, Personal Data.
- (s) **“Price”** means the price payable for the Deliverables as set out in the Order Confirmation.
- (t) **“Public Official”** means anyone employed by or acting on behalf of, on a full- or part-time basis, a national, regional or local government; a government-owned or government-controlled entity; a public international organization; a political party, party official or candidate for public office; and any other person acting in an official capacity for or on behalf of a government, including the military and police.
- (u) **“Safety Data Sheet”** or **“SDS”** means the safety data sheet for a chemical product prepared in accordance with the Globally Harmonized System of Classification and Labelling of Chemicals (GHS) and the applicable laws of the Territory.
- (v) **“Sanctioning Body”** means any of: (i) the United Nations Security Council; (ii) the European Union; (iii) the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC) and the U.S. Department of State; (iv) His Majesty’s Treasury of the United Kingdom; and (v) any competent authority administering sanctions in the United Arab Emirates or in any country which is the domicile of AFNEX, the Customer or their respective ultimate holding companies.
- (w) **“Sanctions”** means economic or financial sanctions, trade embargoes, export controls and restrictions relating to terrorism imposed, administered or enforced by a Sanctioning Body from time to time; and **“Sanctions List”** means any list of designated, blocked or sanctioned persons or entities maintained by a Sanctioning Body.
- (x) **“Services”** means the agronomy, technical, advisory, supply-chain, logistics and related services to be provided by AFNEX under the Agreement.
- (y) **“Specifications”** means the description, technical specifications, grade, analysis and quality standards for the Goods set out in or referred to in the Order Confirmation, the product label or the SDS.
- (z) **“Territory”** means the United Arab Emirates (including Dubai), Zimbabwe, Zambia, Mozambique, South Africa and Malawi, and **“territory”** in relation to a particular Agreement means the country to which the Deliverables are supplied.
- (aa) **“Writing”** or **“in writing”** includes letter, email and any other legible durable communication, and **“written”** shall be construed accordingly.

1.2 Interpretation. Clause headings are for convenience only and do not affect interpretation. The singular includes the plural and vice versa. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and includes subordinate legislation made under it. The words “include”, “including” and “in particular” are illustrative and do not limit the generality of the preceding words. References to a “clause” are to a clause of these Conditions.

2. Application of these Conditions

2.1 These Conditions apply to and govern the sale and supply of all Deliverables by AFNEX to the Customer, to the exclusion of any other terms that the Customer seeks to impose or incorporate (whether in a purchase order, confirmation, on a website, or otherwise) or that are implied by trade, custom, practice or course of dealing, unless expressly accepted in writing by AFNEX. The Customer’s acceptance of any Deliverables shall be conclusive evidence of its acceptance of these Conditions.

2.2 Quotations issued by AFNEX are invitations to treat and do not constitute an offer. A quotation is valid for the period stated in it or, if none is stated, for 14 calendar days, and may be withdrawn or revised at any time before AFNEX issues an Order Confirmation.

2.3 In the event of conflict between the documents comprising the Agreement, they shall take priority in the following order: (i) any special conditions or sales contract signed by both parties; (ii) the Order Confirmation; (iii) these Conditions; and (iv) all other appendices and schedules.

3. Orders and Formation of Contract

3.1 An Order constitutes an offer by the Customer to purchase the Deliverables in accordance with these Conditions. No Order is accepted, and no Agreement is formed, until AFNEX issues an Order Confirmation or (if earlier) delivers the Deliverables to the Customer.

3.2 The Customer is responsible for ensuring that the terms of its Order and any applicable Specification are complete and accurate, and for giving AFNEX any information necessary for the supply of the Deliverables, including intended use, application site and any regulatory or import requirements applicable in the destination country.

3.3 Any descriptive or illustrative matter, technical literature, weights, dimensions, analyses or specimens issued by AFNEX, or contained in catalogues or marketing material, are issued for general guidance only and do not form part of the Agreement unless expressly incorporated in the Order Confirmation.

3.4 An Order may not be cancelled or varied by the Customer once accepted, except with AFNEX's prior written consent. Where AFNEX consents to cancellation of an Order for Goods specially sourced, blended, formulated, packaged or imported for the Customer, the Customer shall indemnify AFNEX against all Losses incurred as a result of the cancellation.

4. Prices

4.1 The Price is as stated in the Order Confirmation. Unless otherwise agreed in writing, prices are quoted exclusive of value added tax (VAT) and any other applicable sales or transaction taxes, and exclusive of the cost of carriage, insurance and duties save to the extent included under the agreed Incoterm.

4.2 Unless the Order Confirmation states that a price is fixed, AFNEX may, by written notice given at any time before delivery, increase the Price to reflect any increase in the cost of the Deliverables to AFNEX that is attributable to: (i) movements in the price of raw materials, energy or transport; (ii) fluctuations in foreign-exchange rates; (iii) changes in duties, levies or taxes; (iv) any change in delivery dates, quantities or Specifications requested by the Customer; or (v) any delay caused by the Customer's instructions or failure to give adequate information or instructions.

4.3 Where Goods are sold by reference to a commodity index, benchmark or quoted market price, the Price shall be determined as set out in the Order Confirmation and may be subject to final adjustment based on the actual quantity or quality delivered.

5. Payment Terms

5.1 Unless otherwise agreed in writing, AFNEX shall invoice the Customer on or after delivery (or, where applicable, on shipment), and the Customer shall pay each invoice in full and in cleared funds within 30 calendar days of the date of invoice, to the bank account nominated by AFNEX, without set-off, deduction or counterclaim except as required by law.

5.2 Time of payment is of the essence. AFNEX may require payment in advance, by irrevocable letter of credit, by bank guarantee, by parent-company guarantee or by other security as a condition of acceptance of an Order or of dispatch, particularly for export transactions and for new Customers or Customers without an approved credit limit.

5.3 All amounts are payable in the currency stated in the Order Confirmation. Where payment is made in a currency other than that invoiced, the Customer bears all conversion costs and exchange-rate risk.

5.4 If the Customer fails to make a payment when due, then, without limiting AFNEX's other remedies, the Customer shall pay interest on the overdue amount from the due date until payment at the rate

of 2% per annum above the lending rate from time to time of AFNEX's principal bankers in the relevant currency (or the maximum rate permitted by applicable law, if lower), accruing daily; and AFNEX may suspend further deliveries and withhold any documents of title.

- 5.5 Any complaint or dispute regarding an invoice must be notified to AFNEX in writing within 14 calendar days of the invoice date, failing which the invoice shall be deemed accepted. A dispute as to part of an invoice does not entitle the Customer to withhold payment of any undisputed part.
- 5.6 AFNEX may apply any payment received from the Customer to any invoice or amount then due, notwithstanding any purported appropriation by the Customer, and may set off any amount owing to it by the Customer against any amount owing by AFNEX to the Customer.

6. Credit, Retention of Title and Security

- 6.1 Title to the Goods does not pass to the Customer until AFNEX has received payment in full and in cleared funds of: (i) the Price of those Goods; and (ii) all other sums then due from the Customer to AFNEX on any account. Until title passes, the Customer holds the Goods as fiduciary bailee for AFNEX, stores them so that they are clearly identifiable as AFNEX's property, keeps them separate and insured, and does not encumber them.
- 6.2 Until title passes, the Customer may use or resell the Goods in the ordinary course of business; but if it resells, it does so as principal and not as AFNEX's agent, and AFNEX's rights extend to the proceeds of sale, which the Customer shall hold on trust for AFNEX in a separate account.
- 6.3 At any time before title passes, and without limiting any other right, AFNEX may require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, may enter any premises of the Customer or of a third party where the Goods are stored to recover them. The Customer shall, where required by applicable law, cooperate in registering or perfecting AFNEX's retention of title or any security interest in the Goods.
- 6.4 AFNEX may set, vary, suspend or withdraw any credit limit or payment period at its discretion. The Customer authorizes AFNEX to obtain credit and trade references and to share payment-performance information with credit reference agencies and insurers.

7. Delivery

- 7.1 Delivery shall be made in accordance with the Incoterm and to the place specified in the Order Confirmation. If no place is specified, delivery takes place when the Goods are made available for collection at AFNEX's premises or nominated warehouse.
- 7.2 Any dates quoted for delivery are estimates only and time of delivery is not of the essence unless expressly agreed in writing. AFNEX shall not be liable for any delay in delivery that is caused by Force Majeure or by the Customer's failure to provide adequate delivery instructions, documentation, permits or other information required for supply.
- 7.3 AFNEX may deliver the Goods in instalments, which shall be invoiced and paid for separately. Each instalment is a separate Agreement, and a defect in, or failure to deliver, one instalment does not entitle the Customer to treat the Agreement as a whole as repudiated or to cancel any other instalment.
- 7.4 If the Customer fails to take or accept delivery within three (3) business days of AFNEX notifying it that the Goods are ready, or fails to provide instructions, documents or authorizations required for delivery, then risk passes to the Customer, AFNEX may store the Goods until delivery and charge the Customer for all related costs (including storage, insurance and demurrage), and AFNEX may, after giving reasonable notice, resell or otherwise dispose of the Goods and charge the Customer for any shortfall.
- 7.5 The Customer is responsible for obtaining, at its own cost, any import licence, permit, registration, foreign-exchange approval or other authorization required for the importation, possession or use of the Goods in the destination country, and for the payment of all import duties and taxes, except to the extent the agreed Incoterm places those obligations on AFNEX.

8. Passing of Risk

8.1 Risk in the Goods passes to the Customer in accordance with the agreed Incoterm or, where none is agreed, on delivery in accordance with clause 7, or earlier in accordance with clause 7.4 where the Customer fails to take delivery.

8.2 The passing of risk is independent of the passing of title, which is governed by clause 6.

9. Inspection, Quantity Variances and Acceptance

9.1 The Customer shall inspect the Goods on delivery and shall be deemed to have accepted them unless it gives AFNEX written notice of any shortage, visible damage or non-conformity within seven (7) calendar days of delivery, and, in the case of defects not reasonably apparent on inspection, within seven (7) calendar days of the date the defect is or ought reasonably to have been discovered (and in any event within the warranty period in clause 10).

9.2 The Customer shall give AFNEX a reasonable opportunity to inspect the Goods and investigate any claim before the Goods are used, treated, mixed, applied or resold. No Goods may be returned without AFNEX's prior written authorization.

9.3 Quantities are determined by AFNEX's or the carrier's weights and measures at the point of dispatch, which are conclusive save for manifest error. AFNEX may deliver a quantity within a tolerance of plus or minus 10% of the quantity ordered for bulk or commodity Goods, and the Customer shall pay for the quantity actually delivered.

9.4 Acceptance of the Goods, use of any part of a consignment, or failure to give notice within the periods in clause 9.1, constitutes acceptance of the consignment.

10. Product Warranties and Remedies

10.1 AFNEX warrants that, at the time risk passes, the Goods shall: (i) conform in all material respects with the Specifications; (ii) be free from material defects in materials and, where AFNEX is the manufacturer or blender, workmanship; and (iii) be supplied with good title, free from third-party encumbrances of which AFNEX is aware.

10.2 The warranty in clause 10.1 is given for the shelf life stated on the product label or SDS or, where none is stated, for twelve (12) months from delivery, whichever expires earlier, provided the Goods are stored, handled and used strictly in accordance with clause 11, the product label, the SDS and AFNEX's instructions.

10.3 As a trader and distributor, AFNEX sources Goods from third-party manufacturers and suppliers. To the extent permitted by law, AFNEX shall pass through to the Customer the benefit of any warranty, guarantee or indemnity given to AFNEX by the manufacturer or upstream supplier, and the Customer's remedies in respect of latent manufacturing defects shall, so far as practicable, be limited to those that AFNEX is able to enforce against that manufacturer or supplier.

10.4 The warranties in this clause 10 do not apply to defects or deterioration arising from: (i) fair wear and tear; (ii) improper or abnormal storage, handling, transport, dilution, mixing, application or use; (iii) failure to follow the product label, SDS or AFNEX's or the manufacturer's instructions; (iv) use after the stated expiry or shelf-life date; (v) any alteration, repackaging or admixture by the Customer or a third party; or (vi) site, soil, crop, climatic, water-quality or operating conditions outside the recommended range.

10.5 If Goods do not comply with clause 10.1 and the Customer has complied with clauses 9 and 10, AFNEX shall, at its option and as the Customer's sole remedy: (i) replace the non-conforming Goods; (ii) refund or credit the Price (or a proportionate part of it); or (iii) accept return of the Goods at AFNEX's cost. AFNEX shall have no further liability in respect of the non-conformity, subject to clause 15.

10.6 Except as expressly fully set out in these Conditions and permitted by applicable law, all warranties, conditions and terms implied by statute, common law or otherwise (including any implied warranty

of merchantability, satisfactory quality or fitness for a particular purpose) are excluded. Nothing in these Conditions excludes or limits any right or guarantee that cannot lawfully be excluded or limited under the mandatory consumer-protection or sale-of-goods legislation of the territory of supply (see clause 28).

11. Storage, Handling and Use of Products

- 11.1 Many of the Goods are agricultural, mining or industrial chemicals that may be hazardous if mishandled. The Customer acknowledges that it is responsible for the safe receipt, storage, handling, transport, dilution, mixing, application, use and disposal of the Goods, and for compliance with the product label, the SDS, all instructions provided by AFNEX or the manufacturer, and all applicable HSSE laws and regulations in the territory of use.
- 11.2 The Customer warrants that it, and any person to whom it supplies or for whom it applies the Goods, holds all licences, permits, registrations and qualifications required to acquire, possess, store and use the Goods, and that the Goods will be used only for their approved purpose, on approved crops or applications, and at approved rates.
- 11.3 The Customer is solely responsible for determining the suitability of the Goods for its intended purpose, soil, crop, water, site and operating conditions. Any agronomic, technical or application advice provided by AFNEX is given in good faith under clause 13 but does not relieve the Customer of this responsibility, and field results depend on factors beyond AFNEX's control.
- 11.4 The Customer shall not de-brand, re-label, repackage, dilute, blend or alter the Goods, or remove or obscure any label, batch number, hazard warning or SDS, without AFNEX's prior written consent. The Customer shall ensure that empty containers and any surplus or waste product are disposed of in accordance with the SDS and applicable environmental and hazardous-waste laws.

12. Product Stewardship and Regulatory Compliance

- 12.1 AFNEX shall provide, with or before the first delivery of each chemical product and on request thereafter, a current Safety Data Sheet prepared in accordance with the GHS and the applicable laws of the territory of supply, together with such information regarding the substances in the Goods as the Customer reasonably requires to comply with its own regulatory obligations.
- 12.2 Each party shall comply with all applicable HSSE, chemical, agricultural-input, hazardous-substances, environmental, transport, food-safety and product-registration laws and regulations relevant to the Deliverables. Without limiting the generality of the foregoing, the parties acknowledge the application, in the respective territories, of the following principal legislation (as amended and supplemented from time to time):
- (a) United Arab Emirates (Dubai): Federal Law No. 5 of 1985 (Civil Transactions Law) and Federal Decree-Law No. 50 of 2022 (Commercial Transactions Law); Federal Law No. 15 of 2020 on Consumer Protection; the federal legislation and Cabinet/Ministerial decisions governing the registration, trade, handling and use of agricultural pesticides and hazardous chemicals (including Federal Law No. 41 of 1992 concerning Agricultural Pesticides); Federal Law No. 13 of 2007 on Commodities Subject to Import and Export Control; and the GSO/GHS classification and labelling standards;
 - (b) Zimbabwe: the Fertilizers, Farm Feeds and Remedies Act [Chapter 18:12]; the Hazardous Substances and Articles Act [Chapter 15:05]; the Environmental Management Act [Chapter 20:27]; and the Consumer Protection Act [Chapter 14:44];
 - (c) Zambia: the Agriculture (Fertilisers and Feed) Act (Cap. 226); the Environmental Management Act No. 12 of 2011 and the pesticides and toxic-substances regulations made under it; and the Competition and Consumer Protection Act No. 24 of 2010;
 - (d) Mozambique: the Civil Code (Código Civil); Decree No. 6/2009 approving the Regulation on Pesticides Management; the Environment Law No. 20/97; and the Consumer Protection Law No. 22/2009;

(e) South Africa: the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act No. 36 of 1947; the Hazardous Substances Act No. 15 of 1973; the National Environmental Management Act No. 107 of 1998; and the Consumer Protection Act No. 68 of 2008; and

(f) Malawi: the Pesticides Act No. 12 of 2000 (as amended by the Pesticides (Amendment) Act, 2018); the Environment Management Act, 2017; and the Consumer Protection Act, 2003.

12.3 AFNEX warrants that, to the extent required for it to place the Goods on the market, the Goods (or the substances incorporated in them) have been registered or notified with, and have obtained any approval required from, the competent regulatory authority in the territory of supply where AFNEX is the registration holder. Where the Customer is the registration holder or importer of record, the Customer is responsible for such registration, notification and approval.

12.4 The Customer shall promptly inform AFNEX of any adverse incident, complaint, regulatory action, recall or HSSE event relating to the Goods of which it becomes aware, and shall provide AFNEX with reasonable assistance and information in connection with any product recall, withdrawal or regulatory inquiry.

13. Technical and Agronomy Services

13.1 Where the Agreement includes Services (such as agronomy, technical, advisory, supply-chain or logistics services), AFNEX shall perform them with reasonable skill and care and in accordance with the standard of a competent provider of similar services.

13.2 Any recommendation, analysis, trial result, yield projection or other advice provided as part of the Services is provided in good faith and for guidance only, based on information supplied by the Customer and conditions prevailing at the time. AFNEX does not warrant any particular yield, output, result or financial outcome, which depend on soil, water, climatic, market, husbandry and other factors outside AFNEX's control.

13.3 Services are deemed accepted when performed, unless the Customer gives written notice of non-conformity within seven (7) calendar days. AFNEX's sole obligation in respect of non-conforming Services is to re-perform them or, at AFNEX's option, to refund the fees paid for them, subject to clause 15.

14. Returns

14.1 Goods may only be returned with AFNEX's prior written authorization and a valid returns reference. Goods that are sold as specially sourced, blended, formulated, mixed, repackaged or imported to the Customer's order, and Goods that are hazardous, perishable, time- or temperature-sensitive, or that have been opened, used or had their original packaging or labelling broken or altered, may not be returned except where they fail to conform to clause 10.

14.2 Authorized returns must be in their original, unopened and undamaged packaging, accompanied by the SDS where applicable, and transported in compliance with applicable dangerous-goods rules. AFNEX may apply a reasonable restocking and handling charge to returns that are not the result of AFNEX's default.

15. Limitation of Liability

15.1 Nothing in these Conditions limits or excludes either party's liability for: (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; (iii) any liability that cannot lawfully be limited or excluded under applicable law, including under the mandatory consumer-protection legislation referred to in clause 28; or (iv) the Customer's obligation to pay the Price.

15.2 Subject to clause 15.1, neither party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any: (i) loss of profit; (ii) loss of revenue, production or output; (iii) loss of anticipated savings; (iv) loss of contract, goodwill or business opportunity; (v) loss of or damage to crops, harvest, livestock or yield save to the extent directly caused by a breach of clause 10.1; or (vi) any indirect or consequential loss.

- 15.3 Subject to clauses 15.1 and 15.2, AFNEX's total aggregate liability arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed an amount equal to the total Price paid and payable by the Customer under the Agreement to which the liability relates (or, where the liability relates to a particular consignment, the Price of that consignment).
- 15.4 The Customer acknowledges that the allocation of risk in these Conditions, including the warranties, limitations and exclusions, is reflected in the Price, and is reasonable having regard to the nature of the Goods, the Customer's control over their storage, handling and use, and the availability of insurance.

16. Indemnification

- 16.1 The Customer shall defend, indemnify and hold harmless AFNEX and its Affiliates against all Losses arising out of or in connection with: (i) the Customer's storage, handling, transport, dilution, mixing, application, use, resupply or disposal of the Goods otherwise than in accordance with clause 11, the product label, the SDS or AFNEX's or the manufacturer's instructions; (ii) the Customer's breach of any warranty in clause 11.2 or of any HSSE, chemical, agricultural-input or environmental law; and (iii) any claim by a third party (including any end-user, employee, neighbouring landholder or regulator) to the extent caused by any of the foregoing.
- 16.2 Each party's indemnity obligations are conditional on the indemnified party giving prompt written notice of the relevant claim, not making any admission of liability or settlement without the indemnifying party's prior written consent (not to be unreasonably withheld), and giving the indemnifying party reasonable assistance in the conduct of the claim.

17. Insurance

- 17.1 Each party shall procure and maintain, with financially sound and reputable insurers, the insurance cover (including public and product liability insurance) appropriate to its operations and to its obligations and risks under the Agreement, and shall on reasonable request provide the other party with evidence of such cover.
- 17.2 Where AFNEX is to perform Services or tests at the Customer's or a third party's premises, each party shall maintain liability insurance with cover reasonably adequate to the risks of the relevant work.

18. Force Majeure

- 18.1 Neither party shall be in breach of the Agreement, or otherwise liable, for any failure or delay in performing its obligations (other than an obligation to make payment) to the extent that the failure or delay is caused by Force Majeure, which may include acts of God, extreme weather, flood, drought, fire, epidemic or pandemic, war, terrorism, civil unrest, strike or labour dispute (other than of the affected party's own workforce), embargo, government action, border or port closure, failure of utilities or transport networks, shortage or unavailability of supply from AFNEX's suppliers, or the imposition of Sanctions.
- 18.2 The affected party shall notify the other in writing without undue delay, stating the cause and likely duration, and shall use reasonable efforts to mitigate the effect. Each party shall bear its own costs resulting from the Force Majeure event.
- 18.3 If the Force Majeure event continues, or it is evident that it will continue, for more than 60 calendar days, either party may terminate the affected Agreement (or the affected part) by written notice, without liability save for amounts accrued before termination.

19. Termination and Suspension

- 19.1 Either party may terminate the Agreement with immediate effect by written notice if the other party: (i) commits a material breach which is irremediable or, if remediable, is not remedied within 30

calendar days of written notice; (ii) repeatedly breaches the Agreement; (iii) becomes, or is reasonably likely to become, insolvent, has a receiver, administrator or liquidator appointed, enters into a composition with creditors, or has a winding-up or bankruptcy petition presented against it; or (iv) suspends or ceases, or threatens to suspend or cease, all or a substantial part of its business.

19.2 AFNEX may, in addition, terminate the Agreement or any Order, or suspend further deliveries, with immediate effect by written notice, if: (i) the Customer fails to pay any amount when due or exceeds its credit limit; (ii) the Customer is in breach of clauses 11, 20, 21 or 23; (iii) there is a change of Control of the Customer; or (iv) AFNEX reasonably believes that continued supply would breach any Sanctions or other applicable law.

19.3 On termination or expiry: (i) all sums owing to AFNEX become immediately due; (ii) accrued rights, remedies and liabilities of the parties are unaffected; and (iii) any clause which is expressly or by implication intended to survive (including clauses 5, 6, 10, 11, 15, 16, 20, 21, 22, 23 and 28) continues in force.

20. Confidentiality

20.1 Each party shall keep the other party's Confidential Information confidential, use it only for the purposes of the Agreement, and not disclose it to any third party except to those of its officers, employees, advisers and contractors who need to know it for those purposes and who are bound by equivalent obligations of confidence.

20.2 The obligations in clause 20.1 do not apply to information that is or becomes public through no fault of the receiving party, was lawfully known to the receiving party before disclosure, is lawfully received from a third party without restriction, or is required to be disclosed by law, regulation or a competent authority (in which case the receiving party shall, where lawful, give prior notice).

20.3 The Customer shall not, without AFNEX's prior written consent, issue any press release, or use AFNEX's or any Affiliate's name, logo or trademarks, or refer to its relationship with AFNEX in any advertising or marketing material.

20.4 The obligations in this clause 20 survive termination or expiry of the Agreement for a period of five (5) years.

21. Intellectual Property

21.1 All Intellectual Property Rights in or relating to the Goods, their formulations, the Specifications, AFNEX's technical literature, recommendations, software, branding and trademarks remain the exclusive property of AFNEX, its Affiliates or the relevant manufacturer. Nothing in the Agreement transfers any such rights to the Customer.

21.2 The Customer is granted only a non-exclusive, non-transferable right to use AFNEX's trademarks to the extent necessary to resell the Goods in their original packaging in the ordinary course of business, strictly in accordance with AFNEX's instructions, and revocable on termination.

21.3 The Customer shall not reverse-engineer, analyse for the purpose of replication, or seek to determine the composition of any Goods, and shall promptly notify AFNEX of any actual or suspected infringement of AFNEX's Intellectual Property Rights of which it becomes aware.

22. Data Protection

22.1 Each party shall comply with all Data Protection Laws applicable to it in respect of any Personal Data processed in connection with the Agreement. AFNEX may collect and process Personal Data relating to the Customer and its personnel for purposes including order and contract management, customer-relationship management, credit assessment, delivery, HSSE, product stewardship, marketing (subject to applicable consent requirements) and compliance with legal obligations, as further described in AFNEX's privacy notice.

22.2 Where the Deliverables involve one party processing Personal Data on behalf of the other, the parties shall enter into a data-processing agreement that meets the requirements of the applicable Data Protection Laws, and each party shall implement appropriate technical and organizational security measures.

22.3 If a party becomes aware of a Personal Data Breach affecting Personal Data processed under the Agreement, it shall notify the other party without undue delay and provide reasonable assistance to enable compliance with applicable Data Protection Laws.

23. Standards of Business Conduct, Anti-Bribery and Anti-Money-Laundering

23.1 Each party shall comply with all applicable laws, regulations and codes relating to anti-bribery and corruption, anti-money-laundering, counter-terrorist financing, human rights, fair labour, accounting and financial controls, including (without limitation) the relevant laws of the United Arab Emirates and of each Southern African territory of supply, and AFNEX's Code of Conduct for business partners as notified from time to time.

23.2 Neither party shall, directly or indirectly, offer, give, promise, request or accept any bribe, facilitation payment or other improper financial or other advantage to or from any person, including any Public Official, in connection with the Agreement.

23.3 The Customer represents and warrants that, except as disclosed in writing to AFNEX, no Public Official or Close Relative of a Public Official holds any controlling interest in the Customer or is entitled to any benefit arising from the Agreement, and that it conducts adequate due diligence on, and imposes equivalent obligations on, its own business partners involved in the Agreement.

23.4 Each party shall promptly report to the other any suspected breach of this clause 23. AFNEX may, on reasonable written notice and subject to confidentiality, audit the Customer's compliance with this clause, and may suspend performance or terminate the Agreement under clause 19 for breach of it.

24. Sanctions and Export Control

24.1 Each party represents and warrants that it, and its directors, officers and beneficial owners, are not a person named on any Sanctions List, owned or controlled by such a person, or otherwise targeted under any Sanctions; and that it will not, in connection with the Agreement, use or supply the Deliverables in a manner that would cause either party to breach any Sanctions or applicable export-control law (including the laws of the United Arab Emirates and the territory of supply).

24.2 The Customer shall not, directly or indirectly, export, re-export, transship, divert or supply the Goods to any person, entity, country or end-use that is the subject of Sanctions or export restrictions, and shall provide such end-user, end-use and origin information as AFNEX reasonably requires.

24.3 If a party becomes a target of Sanctions, or AFNEX reasonably believes that performance would breach Sanctions, AFNEX may suspend or terminate performance under clause 19 without liability, save for amounts lawfully accrued before suspension or termination.

25. Assignment, Subcontracting and Change of Control

25.1 The Customer may not assign, transfer, charge, subcontract or otherwise deal with any of its rights or obligations under the Agreement without AFNEX's prior written consent.

25.2 AFNEX may assign, transfer, charge or subcontract any of its rights or obligations under the Agreement to any Affiliate or to a third party, and may perform any of its obligations through Affiliates, agents or subcontractors, provided AFNEX remains responsible for the performance of the Deliverables.

25.3 The Customer shall notify AFNEX without undue delay of any change of Control of the Customer.

26. Notices

- 26.1 Any notice under the Agreement shall be in writing and sent to the relevant party's registered office or principal place of business, or to the email address notified for the purpose, marked for the attention of the appointed representative.
- 26.2 A notice is deemed received: if delivered by hand, on delivery; if sent by pre-paid courier, on the second business day after posting (or fifth business day for international courier); and if sent by email, on transmission, provided no failure or bounce-back notice is received. This clause does not apply to the service of legal proceedings.

27. General

- 27.1 Entire agreement. The Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior discussions, correspondence and arrangements. Each party agrees that it has not relied on any statement or representation not set out in the Agreement (but nothing limits liability for fraud).
- 27.2 Amendment and waiver. No amendment to the Agreement is effective unless in writing and signed by or on behalf of both parties. No failure or delay in exercising a right or remedy operates as a waiver of it, and no single or partial exercise prevents any further exercise.
- 27.3 Severability. If any provision (or part of a provision) is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, or, if that is not possible, deleted, without affecting the validity of the remaining provisions.
- 27.4 No partnership or agency. Nothing in the Agreement creates a partnership, joint venture or relationship of employer and employee or principal and agent between the parties.
- 27.5 Third parties. A person who is not a party to the Agreement has no right to enforce any of its terms, save that AFNEX's Affiliates may enforce any provision expressed to be for their benefit.
- 27.6 Incoterms. Where delivery is agreed by reference to an Incoterm, the version in force at the date of the Order Confirmation applies and, in the event of conflict, the express terms of the Agreement prevail.

28. Governing Law and Dispute Resolution

- 28.1 Governing law (default). Except as provided in clause 28.2, the Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws applicable in the Dubai International Financial Centre (DIFC) and, to the extent any matter falls outside DIFC law, the federal laws of the United Arab Emirates.
- 28.2 Mandatory local law. Notwithstanding clause 28.1, where the Deliverables are supplied to, or used in, Zimbabwe, Zambia, Mozambique, South Africa or Malawi, the mandatory provisions of the consumer-protection, sale-of-goods, agricultural-input, hazardous-substances, environmental and product-registration laws of that territory (including the legislation listed in clause 12.2) apply to the extent that they cannot lawfully be excluded or varied by agreement, and these Conditions are read subject to those mandatory provisions. The parties may, in the Order Confirmation, elect the law of a particular territory of supply to govern that Agreement in place of clause 28.1.
- 28.3 Escalation. The parties shall first attempt in good faith to resolve any dispute by negotiation between senior representatives within 30 calendar days of written notice of the dispute.
- 28.4 Arbitration. Failing amicable resolution, any dispute arising out of or in connection with the Agreement shall be finally resolved by arbitration administered by the Dubai International Arbitration Centre (DIAC) in accordance with its Rules, which Rules are deemed incorporated by reference. The seat of arbitration shall be the DIFC, Dubai; the tribunal shall consist of one or, for disputes exceeding USD 500,000, three arbitrators; and the language of the arbitration shall be English. Where an Agreement is governed by the law of a Southern African territory under clause

28.2, the parties may instead agree in the Order Confirmation to arbitration or litigation seated in that territory.

28.5 Interim relief and recognition. Nothing in this clause prevents a party from applying to the DIFC Courts or to any court of competent jurisdiction (including in the territory of supply) for interim or conservatory relief, or for the recognition and enforcement of an award. The parties acknowledge that arbitral awards are enforceable in the United Arab Emirates and in each Southern African territory under the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards and applicable local arbitration legislation.

28.6 Language. These Conditions are issued in English. Where a translation is provided for convenience, the English version prevails in the event of conflict, save where mandatory local law requires otherwise.

Acknowledgement

By placing an Order, accepting an Order Confirmation, or taking delivery of any Deliverables, the Customer confirms that it has read, understood and agreed to be bound by these General Terms and Conditions of Sale.

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