

Schedule No 2
Claims and Claims Settlement Procedure

a) Quantity Claim

Should the Buyer find a difference of more than the percentage as stated in Schedule 1 in the net weight of the delivered and invoiced Raw Materials, the Buyer has three (3) working days after the arrival of Raw Materials at delivery destination as indicated in the delivery note to inform the Seller of any weight Claim exceeding the percentage as stated in Schedule 1 tolerance and to provide all relevant supporting documentation. This is provided that no bags or drums have been opened.

b) Quality Claim

Should the Buyer find a difference of more than the percentage as stated in Schedule 1 in the reported nominal value of any chemical specification and/or size of the delivered Raw Materials, the Buyer has a maximum period of thirty (30) working days after arrival of the Raw Materials at destination as indicated in the delivery note to inform the Seller in writing of any quality Claim exceeding the percentage as stated in Schedule 1 tolerance and to provide all relevant supporting documentation.

c) Claim supporting documentation

Any Claim must be submitted with the following information/ documentation:-

- i) Contract Number
- ii) Lot number and weight of Raw Materials in respect to which the Claim is raised
- iii) The carrying ship's name and container number (if relevant)
- iv) The date and number of the B/L
- v) A detailed description of defects and / or non conformities of the Raw Materials.
- vi) In addition to the above a quality Claim is to be supported by analysis report conducted by the Buyer, as well as the detailed procedure of the Buyer's sampling and testing method.
- vii) For quantity Claims a weight certificate is to be provided.

d) Claim settlement

Provided that the shipment is still 100% intact, the Seller shall have the right to ask in writing within 10 working days from the above mentioned notice of Claim, for a re-weighing and /or re-assaying which shall be carried out by an independent third party mutually agreed by the Parties in writing.

The result shall be binding for final settlement and the costs shall be borne by the Party whose results are furthest from the independent third party findings.

The Buyer shall have no right to consume the claimed Raw Materials until the Claim has been finally settled between the Parties.

The Seller's responsibility shall be limited to the value of the Raw Materials actually proved to be deficient. In no event shall the Seller be liable for any incidental, consequential or special damages, including, without limitation, loss of business or profits, production damages etc. No Claim shall entitle the Buyer to decline or delay the execution of payments due to the Seller.

Should the Buyer fail to notify a quality Claim within the time limits and/ or strictly in accordance with the manner stipulated in the Contract, then the Claim shall be deemed forfeited and the Seller shall be relieved from any and all responsibilities in relation thereto.