

BUYER'S GUIDE

The storage period of carbon black is 12 months from the date of manufacture.

The storage period of carbon black is the period of time from the date of manufacture of the product, during which the storage conditions are met and the quality parameters of the product specified in the specification, which the parties agreed on as terms for the quality of the products, are preserved.

The Supplier guarantees that the Product meets the technical specification requirements agreed with the Buyer and will be suitable for its intended use during the storage period, when the following conditions are met by the Buyer:

- The Buyer must prevent the products from getting wet and mechanical damage during the loading and unloading operations. It is forbidden to carry out loading and unloading operations in open/outdoor areas;
- The Buyer must store the products in a closed/indoor area, excluding the possibility of moisture and contamination getting into the product. It is not allowed to leave the package open or damage it;
- The Buyer is obliged to exclude mixing of the Goods supplied under this contract with products from other manufacturers during processing and storage, as well as to ensure traceability of batches of Goods in the final product and/or in the rubber mixture.

The Buyer (in the case of self-collection of the product) must comply with the **rules of transportation**, ensuring the protection of carbon black from damage and spoilage. Vehicles with foreign objects inside, damages in the body and other defects that can lead to a violation of the integrity of the cargo and damage to the cargo during loading, transportation or unloading of products are not allowed to be loaded. The floor of the car body must be in a good technical order. Irregularities, cracks, and rotten areas are not allowed.

When carbon black is shipped in big bags, the Buyer must comply with the **rules for safe operations with big bags** set out in the certificate of quality.

When handling carbon black, the provisions of **Safety Data Sheet** for carbon black must be followed. The Safety Data Sheet is available at

<https://omskcarbongroup.com/sustainability/safety/>

Acceptance of the product according to the **quality parameter** "heating loss at 125°C" must be carried out no later than **48 hours** from the moment the products are delivered at the Buyer's warehouse.

The consideration of claims regarding the quality (including hidden defects) is performed provided that the claim is forwarded within the storage period (12 months) and is not connected with the changes in quality characteristics of the product that occurred during its storage at the

Buyer's warehouse, as well as the Buyer ensures the identification of the batch to the hidden defect (the Buyer must ensure the traceability of carbon black batch in the produced product and confirm the absence of mixing with the product of another supplier) and when the Buyer complies with the manufacturing technology.

Claims on the quality parameter "heating loss at 125°C" are accepted **within 3 days** from the date of receipt of products at the Buyer's warehouse.

Claims for deviations in the net weight of the delivered lot are accepted if the deviation **exceeds 1%** of what is stated in the shipping document. Less than 1% deviations are not taken into account for mutual settlements.

The standard procedure of actions after receiving the notification of non-compliance with the quality of the delivered products is the following:

If a quality non-conformity is detected during the acceptance of the goods, the Buyer sends **the results of laboratory tests**, the information about the method and conditions of testing, the information about the sampling place to the Supplier.

The Buyer must ensure **the storage of Goods** of improper quality in conditions that prevent deterioration of its quality and mixing with other homogeneous goods within the time of consideration of the notification by the Supplier.

The Seller checks the notification of nonconformities within 8 (eight) business days from the date of its receipt from the Buyer and gives a written reply to the Buyer:

If the Seller agrees with the Buyer's complaints regarding the quality of the Goods, then the Seller sends the Buyer a reply with suggestions on how to resolve the situation within 8 (eight) business days from the date of receipt of the notification;

If the Seller does not agree with the complaint or the Seller needs to verify the facts specified in the notification (including conducting an examination of the quality of the Goods), the Seller notifies the Buyer of the refusal to accept the claim, indicating the reasons for the refusal or the Seller notifies about sending a representative to the place of acceptance of the goods to verify the facts stated by the Buyer, indicating the time of arrival of the representative. At the request of the Seller the Buyer must provide retained samples of the Goods or provide the Seller with the opportunity to take retained samples (the quantity of the sample is according to ASTM) of the claimed batch.

In case the Seller does not reply to the Buyer's notification, the Seller's representative does not arrive in response to the Buyer's call within the time agreed by the parties, and in case of non-agreement of the dates of arrival - within one month from the date of receipt of the Buyer's notification, as well as in case the Seller refuses to arrive in response to the Buyer's call, the Buyer has the right to identify and document the non-conformity without the Seller's participation with the involvement of a competent an independent organization.

Upon the results of the Seller's reply or the Seller's visit to the Buyer, the parties decide on the way of settling the Buyer's claim by signing **a settlement agreement**.

If the parties fail to reach an agreement within an acceptable period (at least two months from the date of notification by the Buyer), the Buyer, before applying to the court, must send the Seller an official written claim signed by the Buyer's authorized person to conclude transactions with all necessary documentation and materials, including:

- Batch numbers, dates and quantities of the delivered products;
- Description of non-conformity of the product;
- The test results of the product performed at the incoming control at the Buyer's.

The Seller must investigate the received claim and reply within 30 calendar days from the date of receipt of all necessary documentation and materials.

If a quality non-conformity is detected during the processing of the goods, the buyer sends the description of the problem occurred during the production, photographs of non-conformities of rubber compounds or intermediate /finished products. If necessary (at the request of the Seller) the Buyer sends defected samples of the Goods, rubber compounds, intermediate/finished Goods to the Seller.

The standard procedure of quality claims consideration on problems detected **in the process of using the goods** is similar to the procedure of actions when considering claims if a quality non-conformity is detected during the acceptance of goods.

When making an official claim for a Product that caused problems in the production process, the Buyer sends the Seller:

- the conclusion of an independent expert organization on the quality of the Product*;
- the information from trade agencies of the Russian Federation abroad confirming that a competent independent organization is indeed registered as such in this country and has the authority to issue expert opinions on the quantity and quality of the delivered Goods;
- the information materials on the membership or accreditation of an inspection company in international professional organizations such as ASTM (American Society of Testing Materials), Bir (Bureau of International Recycling), ISO (International Organization for Standardization), and IFIA (International Federation of Inspection Agencies). The above documents are not required if the examination is carried out by a government agency, the Chamber of Commerce and Industry, as well as a well-known inspection company such as Alex, Stewart, Alfred H. Knight, Inspector Griffith, ITS (Intertek Testing Services), Saybolt, SGS (Societe Generale de Surveillance).

* The conclusion of a competent independent organization on the quality of the Product should contain the information that the quality reduction of the final product and defects that arose during the processing of the Product was caused precisely because of the improper quality of carbon black, and not because of the influence of other components that make up the rubber compounds and the composition of the final product. The conclusion of a competent independent organization on quality should contain the information about:

- presence or absence of defects;
- when a defect is detected, its nature and degree of influence on the properties of the customer's material;
- possible causes of the defect, their connection with the manufacturing defect at the customer's;
- compliance of the Product with the requirements of the customer specification;
- assessment of the degree of suitability of the product to its intended use.

