

1. DEFINITIONS

1.1 The following definitions shall apply for these General Terms and Conditions of Sale:

- a) **"Agreement"** shall mean the sales agreement between the Supplier and Customer (whether consisting of a sales document, purchase order and order acceptance, or otherwise), these General Terms and Conditions of Sale and any other appendices, and agreed amendments or variations to said documents.
- b) **"Business Day"** shall mean any day which is not a Saturday, Sunday or public holiday in the country of the Supplier.
- c) **"Close Relative"** shall mean an individual's spouse, the individual's and the spouse's grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, and the spouse of any of these people.
- d) **"Confidential Information"** shall mean any information regarding the business or affairs of a party (or, in the case of the Supplier, any member of the Yara Group) that would be regarded as confidential by a reasonable business person, including but not limited to information relating to a party's operations, finances, processes, plans, product information, Intellectual Property Rights, trade secrets, software, market opportunities and customers.
- e) **"Control"** shall mean the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise.
- f) **"Customer"** shall mean the entity identified as the purchaser of the Deliverables and the counterparty of the Supplier in the Agreement.
- g) **"Deliverables"** shall mean all goods, services, works, documents, certificates and packaging, as appropriate, to be delivered by the Supplier pursuant to the Agreement.
- h) **"Explosives Precursors"** shall mean the explosives precursors set out in Regulation (EU) No 98/2013, and/or such substances and mixtures that are defined as explosives precursors in other applicable legislation.
- i) **"Force Majeure Event"** shall mean the events listed in condition 26.1.
- j) **"HESQ"** shall mean health, environment, safety and quality.
- k) **"Intellectual Property Rights"** shall mean, without limitation, patent rights, registered and unregistered designs, copyright, trademarks, trade names, technical know-how and advice and all other intellectual property rights of any kind wherever and however in the world enforceable.
- l) **"Losses"** shall mean all direct losses, liabilities, claims, charges, costs, penalties and expenses (including, without limitation, damages, legal and other professional and extrajudicial fees and costs).
- m) **"Personal Data"** shall mean data from which an individual can, directly or indirectly, be identified, or as otherwise defined in applicable legislation.
- n) **"Public Official"** shall mean anyone employed by or acting on behalf of, whether on a full or part time basis, a national, regional or local government; government owned or controlled company or other entity; employees or agents of public international organizations (such as the United Nations, European Union, World Bank and other international development organizations); political parties, political party officials and candidates for public office; and anyone else acting in an official capacity for or on behalf of a government agency or entity, including persons holding a legislative, administrative or judicial post and members of the military and police.
- o) **"REACH Regulation"** shall mean the EU REACH Regulation (EC 1907/2006) and the REACH etc. (Amendment etc.) (EU Exit) Regulations 2020.
- p) **"Representatives"** shall mean employees, officers, agents, consultants or sub-contractors of a party.
- q) **"Safety Defects"** shall mean a lack of any safety feature which a user or the general public can reasonably expect of the Deliverables.
- r) **"Sanctioning Body"** shall mean any of the following: (i) the United Nations Security Council; (ii) the European Union; (iii) the Office of Foreign Assets Control of the Department of Treasury of the United States of America; and (iv) any Competent Authority for administering Sanctions in the country which is the domicile of the Supplier or its ultimate holding company.
- s) **"Sanctions"** shall mean economic or financial sanctions, trade embargoes and restrictions relating to terrorism imposed, administered or enforced by a Sanctioning Body from time to time.
- t) **"Sanctions Event"** shall mean the events listed in condition 25.1.
- u) **"Sanctions List"** shall mean any list of specifically designated nationals or blocked or sanctioned persons or entities (or similar) imposed, administered or enforced by a Sanctioning Body in connection with Sanctions from time to time.
- v) **"Supplier"** shall mean the entity identified as the supplier of the Deliverables and the counterparty of the Customer in the Agreement.
- w) **"Yara Group"** shall mean Yara International ASA and/or any other entities which it directly and indirectly Controls

2. APPLICABILITY

- 2.1 These General Terms and Conditions of Sale shall apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, unless acceptance is explicitly confirmed in writing by the Supplier. By placing an order with the Supplier the Customer is agreeing to be unconditionally bound by these General Terms and Conditions of Sale.
- 2.2 No amendment or modification of these General Terms and Conditions of Sale shall be valid unless expressly agreed to in writing in the Agreement by authorized Representatives of the parties.

2.3 The Customer may, for its own administrative convenience, issue its standard form of purchase order including printed terms and conditions other than those included herein. The Customer understands and agrees that such purchase order shall function only as an order and shall otherwise have no contractual effect.

2.4 In the event of any conflict between the provisions of the Agreement, the various contract documents shall be given priority in the following order: (i) the sales document/order confirmation; (ii) these General Terms and Conditions of Sale; and (iii) all other appendices to the Agreement.

3. CONCLUSION OF AGREEMENT

3.1 Any advertising, quotations or similar provided by the Supplier do not constitute an offer to enter into an agreement and are not capable of acceptance, but are rather invitations to the Customer to submit a binding offer to purchase in the form of a purchase order document (or similar). The Supplier may issue an order acknowledgement, which is merely for information purposes, and does not constitute an order confirmation or acceptance. Any amendments proposed to the order by the Supplier shall be deemed as a new quotation, which the Customer shall respond to by submitting a new offer to purchase in the form of a purchase order document (or similar).

3.2 The Agreement between the Supplier and the Customer shall be formed and come into force only upon (i) receipt by the Supplier of a purchase order document (or similar) from the Customer; and (ii) the consequent dispatch by the Supplier to the Customer of an order confirmation document (or similar).

3.3 Once confirmed, no orders may be cancelled or amended by the Customer, except with the prior approval in writing from the Supplier.

4. GENERAL

4.1 The Agreement constitutes the entire agreement between the parties and supersedes and replaces all previous agreements, understandings, discussions, correspondence and negotiations between them, whether oral or in writing, relating to the Deliverables. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Agreement.

4.2 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Deliverables described in them, and they shall not form part of the Agreement or have any contractual force.

4.3 The Deliverables are being delivered strictly on the condition that the Customer has satisfied itself of their suitability for the Customer's particular purposes. Any advice provided by the Supplier or its Representatives are given to the best of their knowledge, and shall not relieve the Customer from undertaking its own investigations and tests, or subject the Supplier and/or its Representatives to any liability.

4.4 If any part of these General Terms and Conditions of Sale is contrary to mandatory law and as a result is deemed void, the remaining conditions shall not be affected and shall apply unimpaired, and the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

4.5 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

4.6 Notices, claims, etc. which the Agreement requires to be presented in writing, shall be sent by letter, fax or e-mail to the other party's authorized Representatives without undue delay

5. INSURANCE

5.1 Where the Customer acts as an intermediary for the sale of Deliverables from the Supplier, it shall procure and maintain at its own expense an appropriate insurance coverage (including but not limited to liability insurance) adapted to Customer's operations and the nature of the Deliverables. The coverage and duration of the insurance policies shall cover all potential liabilities associated with the Agreement and Deliverables and shall waive rights of subrogation against the Supplier. Upon Supplier's request, Customer shall provide relevant insurance certificates as well as the relevant conditions of any such insurance policies.

6. DELIVERY

6.1 Unless otherwise agreed in writing, delivery terms shall be in accordance with Incoterms 2010. If no delivery term has been agreed, delivery shall take place at the earlier of when the Deliverables are made available to (i) the Customer or (ii) to a carrier, forwarder or any other person responsible for the transport of the Deliverables (regardless of who appointed such carrier).

6.2 If it has been agreed that the Supplier shall arrange for transportation of the Deliverables, the Supplier may decide the mode and vehicle of transportation and carrier in its sole discretion, however, always in line with any agreed delivery term. The Customer shall at all times cooperate fully with the carrier, and with all applicable times of unloading, as communicated by either the carrier or Supplier. Any additional fees or costs incurred due to delayed unloading caused by the Customer or its Representatives will be charged to the Customer by the Supplier. The Supplier may also charge a reasonable rental fee to the Customer in the event that the stipulated unloading time is exceeded.

6.3 If the delivery is to be made by vessel, the Supplier's applicable shipping terms shall apply and are hereby incorporated by reference. The shipping terms are available from the Supplier upon request by the Customer.



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- 6.4 The Customer shall provide the Supplier with adequate and timely delivery instructions in writing. If the Customer requires a special delivery method, the Customer must request this at the latest at the time when the order is placed. If it is not possible for the Supplier to deliver the Deliverables to the designated place of delivery/port, the Supplier shall inform the Customer, and be entitled to make delivery to the next accessible and suitable place of delivery/port, or to a place of delivery/port as requested by the Customer. Any additional costs incurred due to such changed place of delivery will be charged to the Customer by the Supplier, unless caused by fault on the part of the Supplier.
- 6.5 Furthermore, and unless otherwise agreed in writing or stipulated in the applicable delivery term, the following will be separately charged to the Customer by the Supplier, at the Supplier's sole discretion: (i) any costs or penalties incurred in case of cancelled or changed orders by the Customer; (ii) any costs of freight, insurance, tax, etc. relating to the delivery; (iii) any terminal handling charges (THC), demurrage, detention charges, pump charges, water-level charges, quay charges, any special equipment charges and any other similar charges; (iv) any costs or penalties incurred in case of damages to the vehicle of transportation, container, equipment (or similar); and (v) as freight paid prices only apply on the condition of unobstructed carriage, any costs related to additional waiting periods due to circumstances outside of the Supplier's control.
- 6.6 Upon request from the Supplier and at the Supplier's expense, the Customer shall return any pallets or other packaging materials to the Supplier free of charge. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request.
- 6.7 When it has been agreed that the Deliverables may be delivered in installments, each delivery shall be considered a separate contract, and shall be invoiced and paid for separately, unless collective invoicing has been agreed. Any delay in delivery or defect in an installment shall not entitle the Customer to cancel or reject any other installment or terminate the Agreement with respect to Deliverables undelivered or delay payment.
- 6.8 If the Customer is responsible for transportation of the Deliverables, the Customer must ensure the suitability, safety and cleanliness of the chosen mode and vehicle of transportation, and shall be liable in all respects for such transportation and for any defects in the Deliverables caused by such transportation. The Supplier reserves the right to refuse to load Deliverables into a vehicle of transportation, which in its sole discretion, it considers not to comply with applicable transport regulations or HESQ requirements. Loading of Deliverables shall not be deemed as an approval of any vehicle of transportation and shall be of no prejudice to the Customer's liability. The Customer must agree in advance and comply with the details of the delivery and loading with Supplier's relevant place of delivery, and ensure that the carrier is equipped with the required collection orders, etc. The Supplier may, at its discretion, charge a handling fee in case the Customer or its carrier does not comply with the applicable times of loading.
- 6.9 The Customer is responsible for (i) the strict compliance with all laws and regulations (including payment of applicable taxes) regarding the import, transportation, storage and use of the Deliverables in the country and place of delivery (whether imported or not); (ii) obtaining and maintaining in full force and effect, at its own cost, such licenses, authorizations, approvals, permits and other consents in relation to the import, transportation, storage, distribution, sale and use of the Deliverables as are required from time to time (whether imported or not); and (iii), if required by the Supplier, making copies of such licenses and consents available to the Supplier prior to the relevant delivery for inspection
- 7. TIME OF DELIVERY AND DELAYED DELIVERY**
- 7.1 Unless otherwise agreed, the Deliverables are to be delivered within a reasonable time after the Agreement is entered into. Due to logistical and product availability constraints, any dates quoted for delivery are indicative and estimates only, and the time of delivery is not of the essence. The delivery period shall only commence upon the later of (i) the Agreement coming into force or (ii) the receipt of any written delivery instructions and/or any other documentation or information from the Customer.
- 7.2 If either party should have cause to believe that delivery or receipt of the Deliverables will be delayed, the relevant party shall without undue delay notify the other stating the reason for the delay and the effect on the indicated delivery date.
- 7.3 To the fullest extent permitted by applicable law, delays in the delivery shall not entitle the Customer to (i) refuse to take delivery; (ii) terminate the Agreement; (iii) claim damages for any Losses; or (iv) delay payment (of any delivery). In the case of any delays in respect of which fixed and confirmed delivery dates have been provided by the Supplier in writing, the Customer must submit any claim relating to delayed deliveries without undue delay and at the latest within five (5) Business Days after the confirmed date. If the Customer does not submit its claim to the Supplier within the stated deadline, it shall be deemed to have accepted such delayed delivery and as an unconditional waiver of any claims.
- 7.4 The Supplier shall have no liability for any failure or delay in delivering an order to the extent that such failure or delay is caused by (i) the Customer's failure to comply with its obligations under the Agreement including, but not limited to, the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Deliverables; or (ii) any circumstances outside of the Supplier's control that hinders a timely delivery.
- 8. TITLE, RISK AND FIXED CHARGE**
- 8.1 Risk in the Deliverables shall pass to the Customer upon each delivery, or in the case of bulk deliveries, progressively as each delivery is made, in each case pursuant to condition 6.1.
- 8.2 Title to Deliverables shall not pass to the Customer until the Supplier has received payment in full for (i) such Deliverables; and (ii) all other sums which are or become due to the Supplier from the Customer in respect of such Deliverables. Title will not pass for any prepaid Deliverables until delivery has taken place. The Customer shall at the request of the Supplier assist in taking any measures necessary to protect the Supplier's title as set out in this condition 8, including but not limited to registering any charge over money or goods.
- 8.3 Until title has passed from the Supplier to the Customer, the Customer shall (i) store such Deliverables separately from all other Deliverables (to the extent possible depending on the characteristics of the Deliverables) held by the Customer so that they remain readily identifiable as the Supplier's property; (ii) not pledge the Deliverables wholly or partly; (iii) maintain and store such Deliverables in satisfactory conditions; (iv) return the Deliverables to the Supplier upon request; and (v) keep them insured on the Supplier's behalf for their full price against all risks, all at its own cost. The Customer grants to the Supplier an irrevocable license for the Supplier and its Representatives to enter any premises where Deliverables owned by the Supplier are normally stored to ascertain whether any Deliverables are stored there and to inspect, count and recover them.
- 8.4 Until title has passed from the Supplier to the Customer, the Customer may only resell the Deliverables to a third party and pass title to that third party on the following terms: (i) the sale is in the ordinary course of the Customer's business; and (ii) the Customer holds the proceeds of any resale on trust for the Supplier.
- 8.5 Until title has passed from the Supplier to the Customer, the Customer may only process, (i.e. mix or blend) the Deliverables on the following terms: (i) the processing is in the ordinary course of the Customer's business; (ii) the Supplier and the Customer become co-owners of the processed goods proportionately with the input provided; and (iii) the Customer holds the jointly owned goods on trust for the parties at no expense for the Supplier.
- 8.6 To the fullest extent permitted by applicable law, the Supplier shall have a vendor's fixed charge on all Deliverables sold on credit (including jointly owned goods) as security for the purchase price plus interest and costs
- 9. INSPECTIONS AND NOTICES OF CLAIM**
- 9.1 As soon as the Customer has received the Deliverables and before starting to use them, the Customer is obliged to carefully examine whether the received Deliverables are in compliance with the Agreement and whether the Deliverables suffer from any Safety Defects. The Customer may arrange, at its own expense, for the testing and inspection of the Deliverables by an independent inspection agency.
- 9.2 In case of any transport damage or missing quantities, the Customer shall submit its notice of claim in writing (with the necessary documentation and in accordance with applicable law) directly to the carrier immediately after receiving the Deliverables, and at the same time provide a copy of such notice to the Supplier.
- 9.3 Subject to the terms of the Agreement, the Customer may reject wholly or partly any Deliverables delivered to it that do not comply with the Agreement and seek remedies pursuant to condition 12, by way of and provided that a written notice of claim is submitted to the Supplier: (i) in the case of a defect that is apparent on normal visual inspection, within five (5) Business Days of the Deliverables being made available to the Customer; (ii) in the case of a latent defect, within five (5) Business Days of the latent defect having become apparent; and (iii) in any event within three (3) months from delivery. For the avoidance of doubt, and unless otherwise agreed, the right to reject Deliverables does not entail a right to reject physical delivery of Deliverables, but merely to submit notices of claim. If the Customer fails to give such notice of claim within the relevant deadline, it shall be deemed to have accepted such Deliverables and as an unconditional waiver of any claims.
- 9.4 Notices of claim must include the following information: (i) any invoice and order numbers; (ii) any traceability and batch codes; (iii) product descriptions; (iv) a detailed description of the nature and extent of the defect; (v) documentation that the defect and/or shortfall was present at the time of delivery; (vi) mode, vehicle and details of transportation; (vii) presumed circumstances leading to the defect; and (viii) place and conditions of storage of the Deliverables from the time of delivery.
- 9.5 The Supplier may demand to examine the Deliverables at the Customer's facilities or to be sent a sample of the Deliverables for examination before agreeing to any complaint. Subject to condition 12.1, defective Deliverables shall be Supplier's property and placed at the Supplier's disposal. Deliverables must only be returned pursuant to an agreement with the Supplier, and any costs relating to returning Deliverables without prior agreement are to be paid by the Customer. It is Customer's responsibility to ensure that any returned Deliverables have adequate protective packaging and that the Customer's order details are clearly identifiable on the outside packaging.
- 10. QUALITY WARRANTY AND QUANTITY**
- 10.1 The Deliverables supplied to the Customer by the Supplier under the Agreement shall at the time of delivery (i) conform to the agreed specifications; and (ii) comply with all applicable statutory and regulatory requirements. The Supplier does not provide any warranty regarding quality, usability or characteristics after delivery, due to the perishable nature of the Deliverables and their dependence on appropriate storage and handling conditions. If any regulatory tolerance levels are applicable, these will apply to the Deliverables and the agreed specifications.
- 10.2 The Supplier shall perform any services and works with a reasonable skill and care and in accordance with generally recognized commercial practices



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- and standards in the industry for similar services.
- 10.3 The Supplier reserves the right to make amendments to the specifications of the Deliverables at any time to the extent required by any applicable statutory or regulatory requirements. If the Customer has prepared the specifications, the Customer shall be responsible for the specifications' accuracy and completeness.
- 10.4 Sampling and analysis of Deliverables will take place at Supplier's point of production and/or at loading. The Supplier will provide the Customer with a certificate of analysis for the Deliverables upon request, which shall be deemed as proof of quality and be deemed to be accepted by the Customer, unless otherwise documented in writing by the Customer.
- 10.5 Upon the prior written approval from the Supplier, the Customer may be present or be represented at the place of loading, at its own expense and subject to any safety and security requirements. Any samples and test conducted by the Customer will only be accepted by the Supplier if carried out by a pre-agreed ISO certified research laboratory.
- 10.6 The delivered quantity shall be regarded as full quantity provided it does not deviate from the agreed quantity by more than one (1)% for packaged/bagged Deliverables and ten (10)% for bulk/unbagged Deliverables. Weights and quantity are determined by the Supplier's weighing systems, and such determined weights and quantities (stated on a bill of lading, waybill, or otherwise) shall be the basis for invoicing. For packaged/bagged Deliverables, the net weight will be used, which will be calculated by the weight of the Deliverables minus the packaging.
- 10.7 The weights and quantity of the Deliverables determined by the Supplier shall be deemed as proof of quantity and be deemed to be accepted by the Customer, unless otherwise documented in writing by the Customer. Any shortfall or excess within the tolerance levels stated in condition 10.6 shall not entitle the Customer to reject a delivery, but a pro rata adjustment shall be made to the invoice by the Supplier based on the actual quantities delivered.
- 10.8 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES IN THIS CONDITION 10 SET OUT THE EXCLUSIVE LIABILITY OF THE SUPPLIER AND ARE IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND TERMS WHETHER EXPRESS OR IMPLIED BY STATUTE, LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY OTHER WARRANTY AS TO THE QUANTITY, QUALITY, KIND, CHARACTER OR CONDITION OF ANY DELIVERABLES OR THE ADEQUACY OF ANY WARNINGS CONCERNING THE POSSESSION, HANDLING, STORAGE, TRANSPORTATION, USE OR OTHER DISPOSITION OF MATERIALS, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES. ANY OTHER WARRANTY, CONDITION, REPRESENTATION OR TERM WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED INTO THE AGREEMENT IS HEREBY EXPRESSLY EXCLUDED.
- 11. PRICES, PAYMENT, COSTS AND CREDIT**
- 11.1 If no price has been agreed before delivery, the Supplier's price list applicable at the time of delivery shall be deemed as the agreed price. Supplier reserves the right to amend its price lists from time to time. Payment by credit card may incur an additional fixed charge based on the payment value.
- 11.2 The Supplier may, by giving notice to the Customer at any time during the term of the Agreement, increase the price of the Deliverables to reflect any increase in the cost of the Deliverables that is due to (i) any changes in taxes, duties or other governmental charges; and (ii) any request by the Customer to change the delivery date(s), quantities or types of Deliverables ordered, or their specification. If the Supplier increases the price by more than ten (10)%, the Customer is entitled to cancel the relevant orders within five (5) Business Days of receiving notification, failing which, it shall be deemed to have accepted such new price and as an unconditional waiver of any claims.
- 11.3 The Supplier may invoice the Customer for the Deliverables on or at any time after the completion of loading of the Deliverables. Unless otherwise agreed or stated on the invoice, the Customer shall pay the invoice in full and in cleared funds immediately upon receipt to the bank account indicated by the Supplier. All outstanding payments payable under the Agreement shall become due immediately on its termination. No obvious clerical error in the payment documents shall allow the Customer to reject the documents or delay payment. The Customer shall notify the Supplier within five (5) Business Days in case of complaints concerning an invoice, failing which, it shall be deemed to have accepted such invoice and as an unconditional waiver of any claims
- 11.4 All prices quoted or otherwise provided by Supplier for the Deliverables are specified excluding value added tax (VAT), excise duties and any other tax or duty which shall be for the account of Customer. The Customer shall pay VAT to the Supplier in addition to the price of the Deliverables, unless an exemption from VAT, reverse charge or zero percent VAT rate applies in accordance with the applicable laws. On request of the Customer, the Supplier shall apply for such an exemption from VAT, zero percent VAT rate or reverse charge and the Customer shall provide the Supplier for this purpose with all required and valid information and documentation, requested by the Supplier, latest within three (3) weeks as of the invoice date for the relevant delivery, sufficient to support an exemption from VAT, zero percent VAT rate or reverse charge in accordance with the applicable legislation. If the Customer fails to provide the Supplier with such information and/or documentation in time, the Supplier shall be entitled to cancel the invoice for such delivery and issue a new invoice with VAT. If any (additional) VAT becomes due because the Customer has not (timely) provided the Supplier with such documents or information, or because of any fraud, loss or misappropriation in relation to the Deliverables, documents or information, Customer will indemnify the Supplier against all liabilities for such VAT, including any interest, penalties and costs. The Customer will inform the Supplier of any relevant facts in case of any dealings with national tax/customs authorities to resolve and facilitate audits and disputes.
- 11.5 If the Customer fails to make any payment due to the Supplier under the Agreement by the agreed due date, the Customer shall pay all costs of collection and interest on the overdue amount at the lower of (i) two (2) % per month or (ii) the maximum rate pursuant to applicable law (if any). Such interest shall accrue and compound on a daily basis from the due date until the date of actual payment of the overdue amount and the interest, whether before or after judgment. For the avoidance of doubt, the Supplier may add any such accrued amounts on any invoice(s) after the due date and/or offset against any refunds, discounts or rebates due to the Customer. The Supplier is authorized to apply all payments received first to reasonable costs and expenses required to be paid under the terms of the Agreement, then to accrued interest on overdue amounts, and then to the principal amounts due under any invoices.
- 11.6 If (i) the Customer defaults in the payment of any amount due under the Agreement, or under any other agreements in force between the parties, or (ii) an adverse change occurs in the financial or other condition of Customer, and in the opinion of the Supplier, such circumstances make it unlikely that the Customer will be able to perform all or any of its obligations under the Agreement and/or give rise to doubts about the solvency or creditworthiness of the Customer, then Supplier may, at its sole discretion and without prejudice to any other rights, (i) stop any Deliverables in transit and defer any further deliveries under the Agreement, (ii) require security and/or cash in advance of any delivery, until Supplier has been satisfied of Customer's ability to pay or creditworthiness, as the case may be, or (iii) recover any and all Deliverables in which title has not yet passed to the Customer pursuant to condition 8.
- 11.7 Except as permitted by mandatory law, the Customer shall pay all amounts due under the Agreement in full without any deduction or withholding, and the Customer shall not be entitled to assert any credit, set-off, abatement or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 11.8 Any and all expenses, costs and charges incurred by the Customer in the performance of its obligations under the Agreement shall be paid by the Customer. All taxes (including withholding taxes), charges, levies, assessments and other fees of any kind imposed on the purchase, loading and unloading, related services or import of the Deliverables shall be the responsibility of, and for the account of, the Customer
- 12. SUPPLIER'S LIABILITY FOR ERRORS AND DEFECTS**
- 12.1 Subject to the terms of the Agreement, the Supplier undertakes to remedy all defects which arise as a result of non-conformance with the Agreement by, in its sole discretion, either (i) delivering additional Deliverables to remedy a shortfall of quantity (subject to condition 10.6) at the original place of delivery; (ii) offering a reduction in the purchase price in respect of the rejected Deliverables; (iii) replacing the rejected Deliverables at the original place of delivery; or (iv) repaying the purchase price in respect of the rejected Deliverables in full. Once the Supplier has performed such redelivery and/or repayment, it shall have no further liability to the Customer in respect of the rejected Deliverables.
- 12.2 The Supplier shall not be obliged to deliver further Deliverables in the event the defect in the Deliverables is resulting from failure by the Customer or its Representatives to comply with safety data sheets or other information provided by Supplier, applicable laws, regulations or industry standards relating to the use, handling or storage of the Deliverables.
- 12.3 The Supplier shall not be liable for Deliverables' failure to comply with the Agreement to the extent caused by any of the following events: (i) failure to follow the Supplier's oral or written instructions as to the storage, handling and use of the Deliverables or (if there are none) good trade practice regarding the same; (ii) the Supplier following any inaccurate or incomplete specifications supplied by the Customer; (iii) the Customer altering or repairing such Deliverables without the prior written consent of the Supplier; (iv) normal wear and tear or willful or negligent damage; or (v) the Deliverables differing from the specifications as a result of changes made to ensure that such Deliverables comply with applicable statutory or regulatory requirements. Further, the Supplier shall not be liable for Deliverables' failure to comply with the Agreement in any of the following events: (i) the Customer has not paid the total amount for the Deliverables to the Supplier by the agreed due date; or (ii) the Customer makes any further use (consume, re-pack, blend or sell) of such Deliverables after giving notice in accordance with condition 9.3 (as this makes quality and quantity verification difficult)
- 13. BREACH OF CONTRACT BY THE CUSTOMER**
- 13.1 Should the Customer fail to take or accept delivery of the Deliverables at the agreed place of delivery or meet any other related obligations, and this is not agreed in accordance with condition 9.3, the Customer shall nonetheless pay for (i) the Deliverables and (ii) any costs incurred by the Supplier (hereunder demurrage) due to the breach. In such cases, the Supplier will take care of the Deliverables for the Customer's account and risk for a reasonable additional period.
- 13.2 Should the Customer fail to take delivery of the Deliverables after an additional deadline which has been communicated to the Customer, the Supplier may (i) terminate parts or all of the Agreement; (ii) resell the Deliverables at the price readily obtainable or otherwise dispose of part or all of the Deliverables; (iii) and claim compensation for any Losses that the Supplier has suffered as a result of the Customer's breach of contract.
- 13.3 The Deliverables shall not be used (i) in the production or processing of illegal crops or substances; or (ii) for any other illegal purposes. If the Deliverables are to be resold, the Customer shall use reasonable efforts to



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- ensure that its customers do not use the Deliverables in any way as prohibited by this condition.
- 13.4 The Customer shall indemnify and keep indemnified the Supplier and all members of the Yara Group against all Losses incurred by the Supplier and/or Yara Group on a full indemnity basis arising out of, directly or indirectly (i) a breach of or failure to comply with any of its obligations under the Agreement; (ii) a defect in the Deliverables due to an act or omission on the part of the Customer or its Representatives; (iii) the Supplier following any specifications supplied by the Customer; (iv) any damage to property, whether personal or real, movable or immovable, tangible or intangible, or injury or death of persons (including Customer's Representatives) arising out of Customer's loading, unloading, transportation, storage, handling, use or disposal of the Deliverables; and/or (v) in connection with any negligent act or willful misconduct of or by the Customer or its Representatives. This condition 13.4 does not apply to any portion of Losses attributable to Supplier's gross negligence or willful misconduct
- 14. PRODUCT LIABILITY AND RECALL**
- 14.1 Should a third party bring a claim against the Customer for compensation for personal injury, death or damage to moveable or real property alleged to have been caused by and/or related to the use and/or possession of the Deliverables or the Customer in any other way becomes aware of a Safety Defect or other dangerous defects in the Deliverables, the Customer must (i) to the extent possible prevent and limit the danger and damage; and (ii) immediately inform the Supplier so that necessary measures can be implemented.
- 14.2 The Customer shall use its best endeavors to mitigate any Losses being incurred from product liability. Nothing in the Agreement shall restrict or limit the Customer's obligation to mitigate any Losses it may suffer or incur as a result of an event that may give rise to a claim under the indemnity in condition
- 14.3 The Supplier shall indemnify and keep indemnified the Customer against all Losses incurred by the Customer in connection with personal injury, death and damage to moveable or real property to the extent caused by a defect in Deliverables and required by applicable law, provided that (i) the Supplier has received a timely notice pursuant to condition 14.1; (ii) Supplier has sole control over the defense of the claim and any negotiation for its settlement or compromise; (iii) the Customer has adhered to the Supplier's oral or written instructions as to the storage, handling and use of the Deliverables or (if there are none) good trade practice regarding the same; (iv) the Customer has not, without the prior approval of the Supplier, made any admissions of liability or offers, compromise or agreements of settlement concerning the claim; (v) the Customer cooperates fully at its own cost with the Supplier in the investigation and defense of any claim (hereunder granting access to premises and records); and (vi) cooperates fully with any product recalls pursuant to condition 14.4.
- 14.4 If the Supplier determines that any Deliverables sold to the Customer may be defective or unsuitable for sale, at Supplier's request, the Customer shall (i) cooperate fully at its own cost with any investigation; and (ii) withdraw all such Deliverables from sale and, at Supplier's option, either return such Deliverables to Supplier or destroy the Deliverables and provide Supplier with written certification of such destruction. If Customer returns or destroys all withdrawn Deliverables and provides Supplier with written certification of such destruction consistent with Supplier's instructions, Supplier will at its option i) replace or refund all such returned or destroyed Deliverables; and ii) reimburse all documented transportation and destruction costs
- 15. LIMITATIONS OF LIABILITY**
- 15.1 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCES WHATSOEVER AND HOWSOEVER CAUSED, WHETHER ARISING UNDER STATUTE OR ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, BE LIABLE TO THE OTHER PARTY FOR ANY TRADING LOSSES, LOSS OF INCOME, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF GOODWILL, LOSS OF PRODUCTION, BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF REPUTATION, LOSS OF ANTICIPATED SAVINGS, LOSS OR CORRUPTION OF DATA OR INFORMATION, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND IN EACH CASE HOWSOEVER ARISING, WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES.
- 15.2 THE MAXIMUM LIABILITY OF THE SUPPLIER TO THE CUSTOMER UNDER OR IN CONNECTION WITH THE AGREEMENT (INCLUDING WITHOUT LIMITATION FOR ANY DEFECT AND/OR DELAY AND/OR ANY BREACH OF AGREEMENT) WHETHER ARISING UNDER STATUTE, OR ARISING IN OR FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) BREACH OF STATUTORY DUTY, INDEMNITY OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED 125% OF THE TOTAL PRICE PAID OR PAYABLE BY THE CUSTOMER FOR THE RELEVANT DELIVERABLES UNDER THE AGREEMENT.
- 15.3 To the extent required by applicable law, nothing in the Agreement shall limit or exclude liability for (i) gross negligence; (ii) willful misconduct; (iii) fraud or fraudulent misrepresentation; (iv) death or personal injury; or (v) any other liability to the extent the same may not be excluded or limited as a matter of law. No provision of the Agreement will adversely affect the rights of the Customer if it is deemed a "consumer" by applicable law.
- 16. TERMINATION**
- 16.1 Either party may without liability give notice in writing to the other party to terminate the Agreement immediately if: (i) the other party commits a material breach of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of twenty (20) Business Days of being notified in writing to do so; or (ii) the other party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement; or (iii) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up or bankruptcy of that other party; (iv) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or (v) takes or suffers any similar or analogous procedure, action or event in consequence of debt in any jurisdiction.
- 16.2 A breach of any of conditions 6.9, 13.3 and 20 to 24 (inclusive) shall be deemed to be a material breach of obligations for the purposes of condition 16.1.
- 16.3 Termination of the Agreement shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 16.4 On termination of the Agreement (i) each party shall promptly return to the other party all equipment, materials, documentation and property belonging to the other party that the other party had supplied to it in connection with the supply and purchase of the Deliverables under the Agreement; and (ii) on request, certify in writing to the other party that it has complied with the requirements above.
- 16.5 If any parts of the Deliverables or Agreement remain unfulfilled at the date of termination of the Agreement, the Supplier may as the terminating party, at its option, either extend the time of delivery, cancel the delivery, or sell the Deliverables in the open market, charging any Losses to the Customer
- 17. THIRD PARTY LIABILITY**
- 17.1 Where the Customer acts as an intermediary for the sale of Deliverables from the Supplier, the Customer shall ensure that the limitations of liability, exclusions and other applicable provisions as set out in the Agreement shall be passed on to its customers, who shall in turn be obliged to do likewise, thus ensuring that the limitations of liability are maintained until the Deliverables reach the end-users.
- 17.2 To the extent that the Supplier is made liable to a third party in respect of the Deliverables and/or the Agreement, the Customer undertakes to indemnify and keep indemnified the Supplier to the same extent as the Supplier's liability is limited according to the Agreement, so that the Supplier's maximum exposure in respect of such third party claim is limited to the amounts set out in condition 15.2.
- 18. THE REACH REGULATION**
- 18.1 The Supplier warrants that it complies with the applicable REACH Regulation in respect of the Deliverables. The Supplier undertakes that all those substances incorporated in the Deliverables which are subject to registration under the REACH Regulation, have been or shall be registered by the Supplier and/or by its sub-suppliers in accordance with the REACH Regulation.
- 18.2 The Customer shall use the Deliverables only for the use(s) registered by the Supplier or for the use(s) notified to the European Chemicals Agency by the Customer itself for the substance(s) incorporated in the Deliverables. However if the Customer intends to acquire the Deliverables for use(s) other than the ones registered by the Supplier and/or by its sub-suppliers, or as notified by the Customer itself as provided for above, then the Customer undertakes to comply with the related Downstream User obligations set forth in Art.37 of REACH Regulation.
- 18.3 The Customer shall also comply with the instructions set forth in any safety data sheet (including any annexed exposure scenario) which may be provided by the Supplier to the Customer in relation to the Deliverables.
- 19. HESQ AND PRODUCT STEWARDSHIP**
- 19.1 The Customer shall at all times comply with applicable rules and regulations relating to HESQ and recycling of any packaging, and have a satisfactory system for HESQ assurance and quality assurance suitable for the Deliverables. If the Customer or any of its Representatives visit one of Supplier's facilities, it shall at all times comply with Supplier's rules and regulations relating to HESQ.
- 19.2 The Customer is aware that chemicals can be a dangerous product when stored or used carelessly or incorrectly. The Customer undertakes to become familiar and comply with the warning and safety information relating to the Deliverables. The Customer undertakes to make sure that the Deliverables are properly labeled and that they remain labeled as they were when they were delivered. Further, the Deliverables must be used, handled, stored, mixed and applied only in strict accordance with the Supplier's recommendations, as well as in line with any relevant industry regulations, guidelines and best practices.
- 19.3 The Supplier reserves the right for its Representatives to conduct safety walks and/or safety inspections at the Customer's storage facilities for the Deliverables. Such inspections may take place either before or after delivery, and the Customer agrees that the Supplier may conduct subsequent periodic inspections at a frequency decided by the Supplier based on an assessment of the risk potential. The Supplier shall notify the Customer of its intention to conduct such inspections at least five (5) Business Days in advance. The inspections shall be performed by the parties together in accordance with the Supplier's safety manuals and procedures. These inspections and any consequent reports are for the Supplier's internal purposes only and shall not relieve the Customer of its obligations. However, if the Supplier notices a material safety deviation from good industry standard in the storage facilities, its management, or otherwise, the Supplier reserves the right to suspend further deliveries to the Customer until such deviation has been corrected to the Supplier's satisfaction.
- 19.4 Information contained in any safety data sheets or conveyed by any recommendation is to the best of the Supplier's knowledge correct and

- accurate, respectively, on the date of issuance of the relevant safety data sheet and when the recommendation was provided. Any information provided is merely intended to serve as guidelines for the appropriate use, handling and storage of the Deliverables and may not be deemed as a guarantee or indication of quality, or serve as a basis for liability towards the Supplier or its Representatives in any way whatsoever.
- 19.5 To the extent the Deliverables include Explosives Precursors, the Customer shall: (i) register and declare the Explosives Precursors with the relevant public authority as required by applicable legislation; (ii) only resell or make the Explosives Precursors available to customers with a professional need; (iii) identify dangers and problems that may arise during the handling of Explosives Precursors by conducting a risk assessment for accidents and the risk for the Explosives Precursors going astray (to include both external and internal circumstances); (iv) as a result of the risk assessment, make plans and implement measures to prevent Explosives Precursors from going astray and to prevent accidents; (v) ensure that everyone handling Explosives Precursors have the sufficient knowledge and skills to carry out their tasks in a safe and secure manner; (vi) ensure safe and appropriate storage and record-keeping of their stocks of Explosives Precursors; and (vii) without undue delay, report suspicious transactions or attempts at such transactions, thefts or significant and inexplicable disappearances of Explosives Precursors to the relevant public authority.
- 20. ASSIGNMENT AND SUB-CONTRACTING**
- 20.1 Neither party may assign, novate, transfer, sub-license or sub-contract any of its rights, benefits or obligations under the Agreement without the prior written consent of the other party, provided that the Supplier may assign, transfer or sub-contract its rights and obligations under the Agreement to another member of the Yara Group.
- 20.2 The Customer shall notify the Supplier without undue delay when a change of Control of the Customer has taken place.
- 21. CONFIDENTIALITY**
- 21.1 Both Supplier and Customer undertake that they shall not at any time during the term of the Agreement and for a period of five (5) years after termination of the Agreement disclose to any person any Confidential Information disclosed to it by the other party, except as permitted by condition 21.2.
- 21.2 Each party may disclose the other party's Confidential Information: (i) to its Representatives who need to know such information for the purposes of carrying out the party's obligations under the Agreement, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this condition 21 as though they were a party to the Agreement. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this condition; and (ii) as may be required by law, court order or any governmental or regulatory authority.
- 21.3 No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under the Agreement.
- 22. INTELLECTUAL PROPERTY RIGHTS**
- 22.1 The Supplier reserves all rights in its Intellectual Property Rights. No rights or obligations in respect of the Supplier's Intellectual Property Rights, other than those expressly stated in the Agreement, are granted to the Customer or to be implied from the Agreement. In particular, no license is hereby granted directly or indirectly under any Intellectual Property Rights held, made, obtained or licensable by the Supplier now or in the future. Unless otherwise agreed, the Supplier shall retain the exclusive ownership of any (i) amendments or improvements to its existing Intellectual Property Rights and (ii) new Intellectual Property Rights created by the making or delivery of the Deliverables (or otherwise) by the Supplier to the Customer.
- 22.2 The Customer shall not, without the prior written consent of the Supplier: (i) sub-license, transfer or otherwise deal with the rights of use of any Intellectual Property Rights granted under the Agreement; (ii) establish, register and/or adopt visual identities that are using elements from the Intellectual Property Rights (by way of example the square of the logo, the Viking ship, the shields, the font-type, the parts of the name Yara, Viking and Ship); (iii) use the Intellectual Property Rights, alone or in combination or in connection with any company name, trade name or trademark owned or used by the Customer or any third party; (iv) alter, deface, make any addition or remove any reference to the Intellectual Property Rights, any reference to the Supplier or any other name displayed on the Deliverables or their packaging or labeling; or (v) do, or omit to do, anything in its use of the Intellectual Property Rights that could adversely affect their validity.
- 22.3 The Supplier makes no representation, condition or warranty, either express or implied, (i) as to the validity or enforceability of its Intellectual Property Rights or (ii) to the effect that its Intellectual Property Rights do not infringe any intellectual property rights of any third parties.
- 22.4 If the Customer should notice any infringements of the Supplier's Intellectual Property Rights by a third party or any unlawful act prejudicial to the Supplier's interests, the Customer shall promptly report the same to the Supplier. The Customer shall, to the best of its ability and in accordance with any directions given by the Supplier, assist the Supplier in its protection against any such infringements.
- 23. DATA PRIVACY**
- 23.1 The Supplier and Customer shall, during the term of the Agreement (i) comply with, and procure that all Representatives comply with, all applicable data privacy laws and regulations in connection with Disclosed Data and their performances under the Agreement; and (ii) not do, or cause or permit to be done, anything which may cause or otherwise result in a breach by the other party of applicable data privacy laws and regulations.
- 23.2 The Customer permits the Supplier to collect and process Personal Data pursuant to the Supplier's at all times applicable Data Privacy Directive for third parties, which can be found on Supplier's website or received in hard copy upon request, and any applicable laws and regulations. The Supplier may also, as far as is permitted by applicable law, process Personal Data for the following business purposes: (i) Development and improvement of products and/or services; (ii) performance of customer services; (iii) conclusion and execution of agreements; (iv) relationship management and marketing; (v) business process execution, internal management and management reporting; (vi) HESQ; and (vii) compliance with legal obligations. In particular, the Supplier may process Personal Data to prepare reports and/or recommendations to the Customer about Deliverables which Supplier believes may be of interest to the Customer.
- 23.3 The Customer hereby warrants that: (i) at the time of providing data subjects' Personal Data to Supplier, including any of its former, current or future Representatives, the data subjects have been (or will have been) fully notified as to the purpose for which his or her Personal Data will be used and any required consent of data subjects have been (or will have been) fully and sufficiently obtained or the Customer is otherwise entitled to disclose any Personal Data which has been or may be provided to Supplier; and (ii) the relevant Representative has in place (or will have in place) adequate legal basis (e.g. consent where required) under applicable data privacy laws and regulations for the transfer of his or her Personal Data to countries outside the home country of Customer by Supplier or another member of the Yara Group.
- 23.4 The Customer shall immediately notify the Supplier in writing and in any event within two (2) Business Days of (i) becoming aware of any actual or suspected accidental or unauthorized access, disclosure, loss or use of Personal Data; or (ii) in the event of any claim or complaint from any data subject of Disclosed Data and/or where there has been an event of non-compliance with applicable data privacy laws or regulations by Customer, whether discovered by Customer or forming the subject of an investigation and/or action by the relevant authorities. Such notification shall include reasonable details of any such actual or suspected accidental or unauthorized access, disclosure, loss or use of Personal Data. The Customer shall not use any Personal Data received from the Supplier unless necessary for the purpose of this Agreement and shall at all times ensure that appropriate security measures are taken to protect the same from loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction.
- 24. STANDARDS OF BUSINESS CONDUCT**
- 24.1 The Customer shall comply with all applicable laws, regulations, codes and sanctions relating to the Agreement, and in particular relating to human rights, bribery, corruption, money-laundering, accounting and financial controls and anti-terrorism, including the Code of Conduct for Yara's Business Partners.
- 24.2 The Customer warrants, agrees and undertakes that in connection with the Agreement it has not and will not make, give, offer, promise or authorize any type of bribes, "facilitation" or "grease" payments by way of improper or illegal payment, gift, advantage or other thing of value, whether directly or indirectly, to any third party.
- 24.3 The Customer represents and warrants that except as otherwise disclosed in writing to the Supplier, no Public Official or its Close Relatives are presently (i) owning any Controlling interest in the Customer (directly or indirectly); (ii) or has a right to any benefit if the Supplier enters into the Agreement with the Customer.
- 24.4 The Supplier may at any time and at its own cost and upon reasonable notice in writing perform regular integrity due diligence reviews and audits of the Customer to ensure compliance with this condition 24. Subject to appropriate confidentiality procedures, the Customer shall fully cooperate with the Supplier in the performance of any such reviews and audits, and comply with any and all reasonable requests upon reasonable notice in writing for access to facilities, information, individuals and documentation.
- 24.5 The Customer shall ensure that all of its business partners who perform services or provide goods in connection with the Agreement do so only on the basis of a written contract, which imposes on and secures from such persons terms substantially equivalent to those imposed on the Customer in this condition 24. The Customer shall be responsible for reasonable and appropriate due diligence procedures prior to engaging its business partners in connection with the Agreement, and for monitoring the adherence and performance by such persons of its compliance obligations.
- 24.6 Notwithstanding any other provision of the Agreement, the Supplier may, upon written notice to the Customer, (i) suspend delivery of Deliverables if, and for as long as, the Supplier reasonably believes that the Customer has breached or failed to properly carry out any of its obligations set out in this condition 24; and/or (ii) terminate the Agreement if the Customer has materially breached or failed to properly carry out any of its obligations set out in this condition 24.
- 24.7 As agreed from time to time, the Supplier and Customer shall cooperate in arranging and participating in compliance trainings, seminars and projects at their own cost.
- 24.8 The Supplier and Customer shall without undue delay report any suspected infringements of this condition 24 to the other party
- 25. SANCTIONS**
- 25.1 The Customer represents and warrants to the Supplier, on the date of this Agreement, that the Customer: (i) is not a person or entity that is named on any Sanctions List or directly or indirectly targeted under any Sanctions; (ii) is not violating any applicable Sanctions; and (iii) has not involved any persons or entity mentioned in paragraph (i) above in connection with the negotiation of, entry into or performance of this Agreement.
- 25.2 If a Sanctions Event occurs in relation to the Customer after the date of this Agreement and before the later of expiry or termination of the Agreement and the date that all obligations under the Agreement are fully and finally



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discharged: (i) the Customer shall promptly notify the Supplier in writing with full details of the Sanctions Event together with, following any request from the Supplier for it to do so, any other information reasonably requested by the Supplier; (ii) without limiting paragraph (iii) below, the Supplier may at any time during which the Sanctions Event is continuing, suspend performance of the Agreement by notice to the Customer. No party shall be liable for non-performance of any of its obligations during the period of suspension, provided that the Customer shall continue to use all reasonable efforts to resolve, and shall keep the Supplier informed of developments with respect to, the Sanctions Event. The suspension shall end and the parties shall resume performance of their obligations as soon as reasonably and lawfully practicable following cessation of the Sanctions Event; and (iii) the Supplier may, at any time during which the Sanctions Event is continuing, terminate this Agreement by notice to the Customer. Such termination shall be without further liability to either party, but shall not affect liabilities which accrued prior to the earlier of the date of suspension or termination in accordance with this condition 25.2 and which are lawful for the relevant party to discharge as at the date of termination.

jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims), provided that the Supplier shall have the right, as claimant to initiate proceedings against Customer in any other court of competent jurisdiction.

26. FORCE MAJEURE

- 26.1 A party shall not be in breach of the Agreement, nor liable for any loss or damage suffered or incurred by the other party arising from any failure or delay in performance of its obligations under the Agreement to the extent arising from or attributable to an impediment (i) beyond its reasonable control; (ii) that it could not reasonably have been expected to have taken into account at the time of the conclusion of the Agreement; and (iii) it has used all reasonable endeavors to mitigate the effect of the event to carry out its obligations under the Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible. A party that is subject to a Force Majeure Event shall promptly notify the other party in writing of the nature and extent of the Force Majeure Event causing the failure or delay in performance of its obligations under the Agreement.
- 26.2 A party invoking condition 26 shall be presumed to have established the conditions described in condition 26 in case of the occurrence of one or more of the following impediments, including but not limited to: (i) Acts of God, including flood, earthquake, windstorm, plague, epidemic, cyclone, typhoon, hurricane, tornado, blizzard, volcanic activity, landslide, tidal wave, tsunami, damage or destruction by lightning, drought or other natural disasters; (ii) explosion, fire, destruction of machines, equipment, factories and of any kind of installation or building, prolonged break-down of transport, telecommunication or any utility service, including but not limited to electric power, gas or water; (iii) war (whether declared or not), armed conflict or the serious threat of same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, imposition of sanctions, breaking off of diplomatic relations or similar actions; (iv) civil war, riot rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; (v) acts of terrorism, sabotage or piracy; (vi) nuclear, chemical or biological contamination or sonic boom; (vii) compliance with any law or government order, rule, regulation or direction, or any action taken by a government or public authority (whether lawful or unlawful), curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization, imposing an embargo, export or import restriction, quota or other restriction or prohibition, or unlawfully failing to grant a necessary license or consent; (viii) loss at sea or extreme adverse weather conditions (such as iced seaways); and (ix) general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises.
- 26.3 Where a party fails to perform one or more of its contractual duties because of default by a third party whom it has engaged to perform the whole or part of the Agreement, condition 26 will only apply to the party invoking it: (i) if and to the extent that the invoking party establishes the requirements set out in condition 26; and (ii) if and to the extent that the invoking party proves that the same requirements apply to the third party.
- 26.4 If the Supplier is to lose part or all of its sources of supply, it shall only be obliged to make commercially reasonable endeavors to purchase materials from alternative sources of supply to make deliveries to the Customer. In case of shortage of supply, the Supplier shall be entitled to distribute available quantities in its discretion, taking into account its own requirements and other internal and external supply obligations.
- 26.5 If the Force Majeure Event continues for a continuous period of more than three (3) months, any party may thereafter terminate the Agreement by giving ten (10) Business Days written notice to the other party. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Agreement occurring prior to such termination

27. APPLICABLE LAW AND DISPUTE SETTLEMENT

- 27.1 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) shall be governed by and construed in accordance with the laws of the Supplier's country to the exclusion of its rules on conflicts. The applicability of the UN Convention on Contracts for the International Sale of Goods 1980 (CISG) is excluded.
- 27.2 Should a dispute, controversy or claim arise between the parties in connection with the Agreement, the parties shall notify each other of the reasons for the dispute in writing and shall meet promptly, at a location chosen by the Supplier, in good faith to attempt an amicable settlement for such dispute.
- 27.3 If an amicable settlement is not reached within twenty (20) Business Days after such notification, the parties irrevocably agree that the court in which jurisdiction Supplier's registered office is located shall have exclusive