



GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

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

- a) «**Agreement**» means the purchase and sale agreement between the Supplier and the Customer (whether it is a sales document, a purchase order, an order acceptance, or any other document), these General Terms and Conditions of Sale, and any other annexes and modifications or alterations to the aforementioned documents that may be agreed upon.
 - b) «**Force Majeure Event**» means the situations listed in section 27.1.
 - c) «**Sanction Case**» means the situations listed in section 26.1.
 - d) «**Customer**» means any entity or natural person/individual designated as the purchaser of the Products and Supplier's counterparty to the Agreement.
 - e) «**Control**» means the ability to direct the business of another person, whether by virtue of stock ownership, contract, or otherwise.
 - f) «**Damages**» means all direct damages, liabilities, claims, responsibilities, costs, fines or penalties, and expenses (including, among others, claims for damages and legal and other professional fees and costs and out-of-court fees and expenses).
 - g) «**Personal Data**» means data that, directly or indirectly, allows the identification of an individual -or as alternatively defined by the applicable Law-.
 - h) «**Interchangeable Tanks**» means steel or aluminum high-pressure cylinders, IBC chemical storage containers, or temporary metering systems that may be provided by the Supplier with certain Products at any time.
 - i) «**Intellectual Property Rights**» means, among others, patent rights, registered or unregistered designs, copyrights, trademarks, trade names, know-how and technical advice, and all other intellectual and/or industrial property rights of whatever nature and however and wherever in the world they may be exercisable.
 - j) «**Working Day**» means all days except for Saturdays, Sundays, and public holidays in the Supplier's country.
 - k) «**Safety Failure**» means the absence of a safety feature that a user or the general public could reasonably expect from the Products.
 - l) «**Immediate Family Member**» means, with respect to an individual, his or her spouse, grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, and those of his or her spouse, as well as the spouses of all such family members.
 - m) «**Official**» means any person employed by or acting on behalf of a national, regional, or local government, whether or not on a full-time basis; companies and any other entities owned or controlled by the government; employees or representatives of public international organizations (such as the United Nations, the European Union, the World Bank, and other international development organizations); political parties, representatives of political parties, and candidates for public office; as well as any person acting in an official capacity on behalf of or representing a government agency or entity, including persons holding legislative, administrative, or judicial office, and members of the armed forces and police.
 - n) «**Confidential Information**» means any information relating to the business and affairs of each party (or, in the case of the Supplier, any member of the Yara Group) that a good business person would consider confidential, including, among others, information relating to each party's operations, finances, processes, plans, product information, intellectual and industrial property rights, trade secrets, computer programs, market opportunities, and customers.
 - o) «**Sanctions List**» means any list of specifically identified citizens or blocked or sanctioned (or similar) persons or entities sanctioned or fined by a Sanctioning Body in connection with the Sanctions at any time.
 - p) «**Recall Notice**» means the Supplier's request to the Customer to recall the Products from the market.
 - q) «**Sanctioning Body**» means any of the following entities:
(i) the United Nations Security Council; (ii) the European Union; (iii) the Office of Foreign Assets Control of the Department of the Treasury of the United States of America; and (iv) any authority with power to apply sanctions in the country where the domicile of the Supplier, or its ultimate holder, is located.
 - r) «**Explosives Precursors**» means explosives precursors established by applicable regulations, and/or those substances and mixtures that are defined as explosives precursors in other applicable legislation.
 - s) «**Yara Products or Solutions**» means all goods, services, works, documents, agro-inputs certificates, nutritional solutions, and digital precision tools and/or services in agriculture, as applicable, that are delivered by the Supplier in the application of the Agreement.
 - t) «**Supplier**» means the entity designated as the supplier of the Products and the counterparty of the Customer to the Agreement.
 - u) «**Ownership**» means the right or power to own the Products and to make use of them within the legal limits.
 - v) «**Representatives**» means the employees, agents, consultants, or subcontractors of either party.
 - w) «**Risk**» means the possibility that the Products may get lost or deteriorate.
 - x) «**Sanctions**» means economic or financial sanctions, embargoes, and trade restrictions related to terrorism imposed, applied, or entered by a Sanctioning Body at any time.
 - y) «**HSEQ**» means Health, Safety, Environment, and Quality.
 - z) «**Yara Group**» means Yara International ASA and any other entities directly or indirectly controlled by Yara International ASA.
- a2) «**Annexes**» means the terms and conditions incorporated into the General Terms of Sale and/or the Purchase Order or the like and included therein by hyperlinks; also they are a legally binding part of the Agreement between the Supplier and the Customer.

2. ENFORCEABILITY

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- 2.1 These General Terms and Conditions of Sale shall apply to the Agreement excluding any other conditions that the Customer may wish to impose or incorporate or that are implied by trade usage, custom, and practice, or in the course of business unless the Supplier explicitly confirms in writing its acceptance thereof. By filing an order to the Supplier, the Customer unconditionally accepts these General Terms and Conditions of Sale.
- 2.2 These General Terms and Conditions of Sale may be modified by the Supplier from time to time without prior notice and the updates shall be posted on the Supplier's website available on the Supplier's website of the country where the sale takes place. The Customer assumes the obligation to periodically check on such website the General Terms and Conditions of Sale applicable and in force at that time, which shall be deemed automatically accepted by the Customer when placing new purchase orders or ordering Products.
- 2.3 In the event of a conflict between the provisions of the Agreement, the following order of priority shall apply to the various contractual documents: (i) the sales document/order confirmation, (ii) these General Terms and Conditions of Sale, and (iii) all other annexes to the Agreement.

3. CONCLUSION OF THE AGREEMENT

- 3.1 Advertising, quotations, and any other similar materials provided by the Supplier shall not constitute an offer to contract and are not eligible for acceptance but are invitations to the Customer to submit a binding offer to purchase through a purchase order document (or a similar document). The Supplier may issue an order acknowledgment by any means, which shall be for information purposes only and shall not constitute confirmation or acceptance of the order. Any modification to the purchase order proposed by the Supplier shall be considered a new quotation to which the Customer shall respond with a new purchase offer through a purchase order document (or a similar document).
- 3.2 The Agreement between the Supplier and the Customer shall be concluded and become effective only after (i) the Supplier has received a purchase order or order request or similar document from the Customer by any means prior internal verification and confirmation by the Supplier and (ii) the subsequent dispatch of an order confirmation document (or similar document) by the Supplier to the Customer.
- 3.3 Once an order has been confirmed, it may not be canceled or modified by the Customer except with the Supplier's prior written approval.

4. GENERAL

- 4.1 The Agreement and its Annexes constitute the entire agreement between the parties and supersede and replace any prior agreements, undertakings, conversations, correspondence, and negotiations between them, whether oral or in writing, relating to the Products. The Customer agrees that it shall not use any representation, promise, statement, confirmation, or warranty by or on behalf of the Supplier that is not contained in the Agreement.
- 4.2 Samples, diagrams, descriptions, and advertisements prepared by the Supplier, as well as descriptions or illustrations contained in the Supplier's catalogs or brochures are created solely for the purpose of giving an approximate idea of the Products described therein and shall not constitute part of the Agreement or have any contractual value.
- 4.3 The Products are delivered on the strict condition that the Customer has first verified that they are suitable for its particular purposes. Any advice by the Supplier or its Representatives is given to its best knowledge and belief and shall not relieve the Customer from carrying out its own research and testing nor shall it involve any liability on the part of the Supplier or its Representatives.
- 4.4 If any part of these General Terms and Conditions of Sale is contrary to the Law and is therefore considered void, the remaining conditions shall not be affected and shall apply under their terms. The parties shall negotiate in good faith to modify the void provision so that, once modified, it will be legal, valid, and enforceable, and as far as possible, it will meet the original commercial intent of the parties.
- 4.5 Failure to exercise or delay in exercising any right under this Agreement or the Law shall not be construed as constituting a waiver of the exercise of the right nor shall it void or restrict the subsequent exercise of such or any other rights. The exercise in whole or in part of such right or remedy shall not preclude or restrict the subsequent exercise of such or any other rights.
- 4.6 Notifications, claims, etc. required to be in writing under this Agreement shall be sent by letter, facsimile, e-mail, or any other means admitted and commonly used in each country to the authorized Representatives of the other party without undue delay.

5. INSURANCE

- 5.1 Where the Customer acts as an intermediary in the sale of the Supplier's Products, the Supplier may require the Customer to take out and maintain at its own expense insurance with appropriate protections (including, among others, liability insurance), tailored to the Customer's operations and the nature of the Products. The coverage and duration of the insurance policies shall cover all possible contingencies associated with the Agreement and the Products and shall exclude subrogation rights against the Supplier. At the request of the Supplier, the Customer shall provide the relevant insurance policies and the relevant conditions included in such policies.

6. DELIVERY

- 6.1 Unless otherwise agreed in writing, the delivery conditions shall be in accordance with the applicable rules and at the time they are made available by the Supplier at its own facilities or at such other place as agreed with the Customer. If the delivery conditions have not been agreed upon, delivery shall be deemed to have taken place at the time of dispatch from the Supplier's facilities, whether directly picked up (i) by the Customer or (ii) from the carrier, agency, or person responsible for the transport of the Products (irrespective of who has appointed the carrier), whichever occurs first. The Supplier reserves the right to suspend, block, or withhold shipment of the Products upon evidence of unpaid documents (failure to meet payment obligations) by the Customer.
- 6.2 If it has been agreed that the Supplier shall be in charge of the transport of the Products, the Supplier may decide on the transport mode, the vehicle, and the carrier at its discretion, while respecting the agreed delivery conditions. The Customer shall fully cooperate with the carrier, taking into account the unloading



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time communicated by the carrier or the Supplier. The Customer shall allow adequate access to tanks or other appropriate containers to enable efficient unloading of the Products. The Supplier will charge the Customer any additional fees or costs resulting from delays in or obstructions to unloading caused by the Customer, its Representatives, or its machinery/facilities. The Supplier may also charge the Customer a reasonable rental fee in the event that the unloading time exceeds the stipulated time.

- 6.3 If delivery is to be made by ship, the Supplier's applicable shipping conditions, which are incorporated herein by reference, shall apply. The Customer may request the shipping conditions from the Supplier.
- 6.4 The Customer shall provide the Supplier with appropriate delivery instructions in writing and sufficiently in advance. If the Customer requires a special form of delivery, the Customer shall request this no later than at the time of submitting the order form. If the Supplier cannot deliver the Products at the indicated delivery point or port, the Supplier shall notify the Customer and may deliver at the nearest accessible and suitable delivery point or port, or at the delivery point or port indicated by the Customer. The Supplier will charge the Customer for any additional fees or costs resulting from the change of delivery point unless they are attributable to the Supplier.
- 6.5 Likewise and unless otherwise agreed in writing or stipulated otherwise in the applicable delivery conditions, the Supplier shall charge the Customer, at its discretion, the following expenses: (i) costs or penalties in case the Customer cancels or modifies an order; (ii) costs for freight, insurance, taxes, etc. relating to delivery; (iii) terminal handling charges (THC), demurrage, stoppage charges, supply charges, water charges, berthing charges, and special equipment charges, and any other similar charges; (iv) costs or penalties resulting from damages to the transport vehicle, container, equipment (or the like); and (v) as the price paid for freight only applies in the case of unimpeded transport, any costs arising from additional waiting periods due to circumstances beyond the Supplier's control.
- 6.6 At the Supplier's request and expense, the Customer shall return pallets or any other reusable/recoverable packaging material to the Supplier at no charge. The Customer shall make the packaging materials available to the Supplier within such hours as the Supplier reasonably requests.
- 6.7 The Customer shall provide, at its own expense, appropriate support for the Supplier's delivery vehicles at a location deemed safe and suitable by the Supplier. The Customer shall also ensure appropriate and safe access to the support for the Supplier's delivery vehicles.
- 6.8 If it has been established that the Products may be delivered in several deliveries, each of them shall be considered a separate contract and shall be invoiced and paid for separately unless it has been agreed to issue a single global invoice. Any delay or defect in any one delivery shall not entitle the Customer to cancel or reject the other deliveries or terminate the Agreement in respect of Products not yet delivered or to delay payments.
- 6.9 If the Customer is liable for the transport of the Products, the Customer shall ensure that the transport mode and vehicle chosen are suitable, safe, and clean, and shall be liable for all aspects of the transport and for any damages to the Products resulting from such transport. The Supplier reserves the right to refuse to load the Products onto a transport vehicle which, in the Supplier's opinion, fails to meet the applicable transport regulations or HSEQ requirements. The loading of the Products shall not be construed as an approval of the transport vehicle and shall not affect the Customer's liability. The Customer must agree to in advance and comply with the delivery and loading details at the place designated for delivery by the Supplier, as well as ensure that the carrier has the necessary pick-up orders, etc. The Supplier, at its discretion, may apply a handling charge in the event that the Customer or its carrier fails to comply with the applicable loading schedules.
- 6.10 The Customer is liable for (i) the strict compliance with all Laws and regulations (including payment of applicable taxes) relating to the importation, transportation, storage, and use of the Products in the country and place of delivery (whether or not imported); (ii) obtaining and maintaining in full force and effect, at its own expense, such licenses, authorizations, approvals, permits, and other documents relating to the importation, transportation, storage, distribution, sale, and use of the Products as may be required from time to time (whether or not imported); and (iii) if requested by the Supplier, providing the Supplier with copies of the applicable licenses and permits so that the Supplier can review them prior to delivery.

7. DELIVERY TIME AND DELAY IN DELIVERY

- 7.1 Unless otherwise agreed, the Products shall be delivered within a reasonable time period after the perfection of the Agreement. Given the logistical and stock constraints of the Products, the dates indicated for delivery are indicative and approximate, and the delivery time is not of the essence. The delivery period shall commence from (i) the entry into force of the Agreement or (ii) the receipt in writing of the delivery instructions and/or any other documentation or information provided by the Customer, whichever is the later.
- 7.2 Should either party have reasons to believe that the delivery or receipt of the Products will be delayed, such party shall, without undue delay, notify the other party of the reason for the delay and the consequences on the expected delivery date.
- 7.3 To the extent permitted by the applicable law, delays in deliveries shall not entitle the Customer to (i) refuse delivery; (ii) terminate the Agreement; (iii) claim compensation for any Damages; or (iv) delay payments (for any delivery). In case of delay in deliveries for which the Supplier has fixed and confirmed the delivery date in writing, the Customer shall file a claim for the delay in delivery without undue delay and at the latest within five (5) Working Days after the confirmed date. If the Customer fails to submit the claim to the Supplier within the specified time period, the Customer shall be deemed to have accepted the delay in delivery and to have unconditionally waived any claim.
- 7.4 The Supplier shall not be liable for deliveries not made or delayed to the extent that this is due to (i) the Customer's failure to perform its obligations under the Agreement, including its failure to provide the Supplier with adequate delivery instructions or any other instructions that were relevant to the delivery of the Products; or (ii) circumstances beyond the Supplier's control that prevent timely delivery.

8. OWNERSHIP, RISK, AND FIXED AMOUNT

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- 8.1 Ownership of the Products shall pass to the Customer upon issuance of the corresponding invoice. The risk in the Products shall pass to the Customer at the time of each delivery, except in cases where the Customer is in charge of the transportation of the Products, in which case the risk shall pass to the Customer at the time the Products are removed from the Supplier's facilities.
- 8.2 To the extent permitted by the applicable Law, the Supplier shall have a lien in its favor on all Products sold on credit (including co-owned items) as security for the purchase price plus interest and costs.

9. PRICE OF EXCHANGEABLE TANKS

- 9.1 The Customer shall pay the rental or storage charges for any Exchangeable Tanks in accordance with the applicable Supplier's standard price list. The rental of the Exchangeable Tanks shall be for the period following delivery by the Supplier and until such time as the Customer requests collection. If the parties agree on a monthly rental different from that set out in the standard price list, such monthly rental shall be adjusted accordingly in accordance with Condition 12.2.
- 9.2 The Customer shall (i) use the Exchangeable Tanks for the storage and transportation of the Products; (ii) be liable for taking all necessary precautions to ensure the safe use and good condition of the Exchangeable Tanks until they are returned to the Supplier; (iii) maintain appropriate insurance coverage and inform its insurers of the presence of Exchangeable Tanks on its facilities; (iv) immediately inform the Supplier of any apparent damages or defects in connection with the Exchangeable Deposits; and (v) prohibit the improper use of oils, grease, lubricants, or any other unsuitable materials in the Exchangeable Tanks or the storage and use of any such materials in the vicinity of the Exchangeable Tanks.
- 9.3 The Exchangeable Tanks shall remain the property of the Supplier and shall be clearly identified as such at all times, and the Customer shall not allow any third party to acquire possession or any rights in relation thereto.
- 9.4 The Customer shall indemnify the Supplier for any damages caused to the Exchangeable Tanks as a result of its negligence or breach of its obligations under this Agreement.
- 9.5 Upon termination of the Agreement, the Customer shall return, within a reasonable period of time, any items of the Exchangeable Tanks belonging to the Supplier in the Customer's possession to the Supplier. Storage charges shall be reimbursed to the Customer upon return of the Exchangeable Tanks provided that they (i) are returned to the Supplier in good condition (normal wear and tear), can be reused, and are returned within the agreed period; and (ii) have been used solely for the storage and transportation of the Products.

10. INSPECTIONS AND CLAIM NOTIFICATIONS

- 10.1 As soon as the Customer receives the Products and before using them, the Customer shall carefully examine them to check whether they comply with the provisions of the Agreement and that they do not have any Safety Failure. The Customer, at its own expense, may have the Products tested and inspected by an independent agency.
- 10.2 In the event that Transportation Damages have occurred when transportation was at the Supplier's expense or that the quantities are not sufficient, the Customer shall send a written claim notification (with the necessary documentation and in accordance with the applicable Law) directly to the carrier as soon as the Products are received and shall simultaneously send a copy of such notification to the Supplier. In the event of Transportation Damages occurring when transportation was at the Customer's expense, the claim shall be filed directly with the carrier, and the Supplier shall be totally and definitively exempted from liability.
- 10.3 Under the terms of this Agreement, the Customer may reject all or any part of the Products if they fail to comply with the stipulations of the Agreement and exercise the remedies set forth in item 13 by sending the Supplier written notification of the claim (i) in the case of a defect detected on an ordinary visual inspection, within five (5) Working Days from the receipt of the Products in the case where transportation was in charge of Yara or from the delivery thereof at the Supplier's facilities in the case where transportation was in charge of the Customer; (ii) in the case of hidden defects, within five (5) Working Days from the day on which the defect became apparent; and (iii) in any event, within three (3) months from delivery. For clarification purposes and unless otherwise agreed, the right to reject the Products shall not imply the right to refuse a physical delivery of the Products, but only the right to send a claim notification. If the Customer does not send a claim notification to the Supplier within the specified time limit, it shall be deemed that the Customer has accepted the Products and has unconditionally waived the right to file a claim.
- 10.4 Claim notifications must include the following information (i) relevant invoices and purchase order numbers; (ii) tracking and lot codes; (iii) description of Products; (iv) detailed description of the nature and scope of the defect; (v) proof that the defect or failure existed at the time of delivery; (vi) transportation mode, vehicle and details; (vii) circumstances which are presumed to have caused the defect; and (viii) place and conditions of the storage of Products from the time of delivery.

10.5 The Supplier may request to examine the Products at the Customer's facilities or to be sent a sample of the Products for examination before accepting the complaint, in accordance with section 13.1, defective Products which claim has been admitted and which have been returned to the Supplier shall be deemed to be the property of the Supplier and shall be made available to the latter. The Products may only be returned prior agreement with the Supplier, and any costs incurred in returning the Products without prior agreement shall be borne by the Customer. It is the Customer's liability to ensure that the returned Products have suitable protective packaging and that the Customer's order details are clearly visible on the outer packaging.

11. QUALITY AND QUANTITY GUARANTEE

- 11.1 At the time of delivery, the Products provided by the Supplier to the Customer under the Agreement shall (i) conform to the agreed specifications and (ii) comply with all applicable legal and regulatory requirements. The Supplier makes no warranty as to the quality, functionality, and characteristics after delivery, given the perishable nature of the Products and the fact that the maintenance of these characteristics is dependent on appropriate storage and handling conditions. If applicable legal tolerance levels exist, they shall apply to the Products and the agreed



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- specifications.
- 11.2 The Supplier shall perform the services and works in a reasonable and diligent manner, in accordance with the commercial practices and standards generally recognized in the industry for similar services.
- 11.3 The Customer declares that it is duly and sufficiently informed and is aware of the characteristics of the Products being acquired and their application methods and uses, which are indicated on the package labels, safety data sheets, labels, etc., and that they are substances not suitable for human consumption, with a specific expiration date, if any.
- 11.4 The Supplier reserves the right to modify the specifications of the Products at any time. However, for orders that have already been confirmed by the Supplier, such modifications may only be made if required by applicable legal and regulatory rules. If the Customer has prepared the specifications, the Customer shall be liable for their accuracy and completeness.
- 11.5 Sampling and analysis of the Products shall be carried out at the Supplier's production site or the loading site. The Supplier shall provide the Customer with a certificate of analysis of Products when required. Such certificate shall be considered proof of quality and shall be deemed to be accepted by the Customer unless otherwise indicated in writing by the Customer.
- 11.6 With the prior written approval of the Supplier, the Customer may be present or represented at the place of loading. The Customer shall bear the expenses and shall comply with the safety and security regulations. Sampling and testing by the Customer shall only be accepted by the Supplier if performed by a previously agreed ISO-certified research laboratory.
- 11.7 The delivered quantity shall be deemed complete if it does not deviate by more than one percent (1%) from the agreed quantity in the case of packaged/bagged Products and by ten percent (10%) in the case of bulk/non-bagged Products. Weights and quantities shall be determined by the Supplier's weighing systems and such weights and quantities (to be specified on a waybill, delivery note, or other document) shall be used as the basis for invoicing. For packed/bagged Products, the net weight shall be used, which shall be calculated as the weight of the Products minus the packaging.
- 11.8 The weights and quantities of the Products indicated by the Supplier shall be deemed to be proof of the quantity and shall be deemed to be accepted by the Customer unless otherwise indicated in writing by the Customer. The shortfall or excess with respect to the tolerance levels indicated in section 11.6 shall not entitle the Customer to refuse delivery, in which case the adjustment shall be given by a credit note or adjustments to the invoice in the legislation that so provides, although the Supplier shall adjust the invoice proportionally, based on the actual quantities delivered.
- 11.9 The Customer assumes the prohibition of not reusing the packaging of the products provided by the Supplier, being, in turn, the final disposal thereof the Client's exclusive liability, in accordance with the environmental regulations in force at the national and provincial level, as applicable, unless otherwise established by any provincial and/or national regulation.
- 11.10 TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, THE WARRANTIES IN THIS SECTION 11 SET FORTH THE EXCLUSIVE LIABILITY OF THE SUPPLIER AND SUPERSEDE ANY OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND TERMS, WHETHER EXPRESS OR IMPLIED, UNDER THE REGULATIONS, THE LAW, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTIES RELATING TO THE QUANTITY, QUALITY, NATURE, CHARACTER, OR CONDITION OF THE PRODUCTS, OR THE ADEQUACY OF ANY WARNINGS REGARDING THE POSSESSION, HANDLING, STORAGE, TRANSPORTATION, USE, OR ANY OTHER USE OF THE MATERIALS, WHETHER SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES. ANY OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, OR TERMS THAT MIGHT OTHERWISE BE IMPLIED OR INCORPORATED INTO THE AGREEMENT, ARE HEREBY EXPRESSLY EXCLUDED.
- 12. PRICES, PAYMENT, COSTS, AND CREDIT**
- 12.1. If no price has been agreed upon prior to delivery, the price agreed upon shall be deemed to be the price indicated in the Supplier's price list valid at the time of delivery. The Supplier reserves the right to modify its price list at any time. To the extent permitted by the Law, payment by credit card may incur an additional fixed charge depending on the amount paid.
- 12.2 The Supplier may, by notice to the Customer at any time during the term of the Agreement, increase the price of the Products to reflect an increase in the cost of the Products due to (i) changes in taxes, duties, or other governmental charges; (ii) the Customer's request to change the delivery date(s), quantities, or type of Products ordered, or their specification; (iii) when in the interval between the Supplier's order confirmation and the delivery of the Products to the Customer, there are increases of more than 10% in the prices of materials, energy, labor costs, transportation costs, or products provided to the Supplier by third parties. If the Supplier increases the price by more than ten percent (10%), the Customer may cancel the affected orders within five (5) Working Days after receiving notice. Failure to do so shall be deemed acceptance of the new price and unconditional waiver of any claim.
- 12.3 The Supplier may invoice the Products to the Customer at the time the loading of the Products is completed or at any time thereafter. Unless otherwise agreed or stated on the invoice, the Customer shall pay the invoice in full and in immediately available funds upon receipt to the account number indicated by the Supplier. All outstanding payments under this Agreement will be deemed due at the end of the term of this Agreement. Obvious material errors in payment documents shall not entitle the Customer to reject the documents or delay payment. The Customer shall notify the Supplier within five (5) Working Days if the Customer has any complaints about the invoice. Failure to do so shall be deemed acceptance of the invoice and unconditional waiver of any claim.
- 12.4 In the event that payments are through deposits in collection accounts owned by the Supplier, wire transfers, or electronic checks, the Customer shall send the details of the payment vouchers and the tax withholdings (if applicable) within 5 (five) business days counted as from the date of the deposit and/or transfer, as applicable. Only upon receipt of the vouchers by the Supplier shall the payments be considered effective and made. Otherwise, the payment shall be considered as not made and ineffective, funds shall be returned to the corresponding bank, and the Supplier may suspend, block, and/or withhold new orders of goods from the Customer, as well as impose the charges and interest applicable under the Law.
- 12.5 All prices of the Products quoted by the Supplier are exclusive of value-added tax (VAT), excise duties, and other taxes or duties, which shall be borne by the Customer. The Customer shall pay VAT to the Supplier in addition to the price of the Products unless a VAT exemption, zero-rated VAT, or reverse charge applies under the applicable Law. At the Customer's request, the Supplier shall apply for the relevant VAT exemption, zero-rated VAT, or reverse charge. For this purpose, the Customer shall provide the Supplier with all necessary and valid information and documentation requested by the Supplier at the latest three (3) weeks from the date of the invoice of the delivery in question, and they must be sufficient to justify the VAT exemption, zero-rated VAT, or reverse charge in accordance with the applicable Law. If the Customer fails to provide the Supplier with the information and documentation in a timely manner, the Supplier may cancel the relevant invoice and issue a new invoice with VAT. If (additional) VAT becomes due because of the Customer's failure to (timely) provide the Supplier with documents and information or because of fraud, loss, or misappropriation in connection with the Products, documents, or information, the Customer shall indemnify the Supplier for all Damages in connection with such VAT, including any interest, penalties, and costs. The Customer shall inform the Supplier of all relevant facts in the event that it should contact the country's tax or customs authorities to settle and facilitate audits and disputes.
- 12.6 If the Customer fails to pay the Supplier the amounts due under the Agreement on the specified date, the Customer shall pay all collection costs and interest on the amount due calculated at the lower of (i) two percent (2%) per month or (ii) the maximum rate permitted by the Law (if applicable). Interest will accrue daily from the date of payment until the date on which payment of the amount due and interest actually occurs, whether before or after any possible judgment. For clarification purposes, the Supplier may add such amounts due under any invoice after the due date or offset against any refunds, discounts, or bonuses due to the Customer. The Supplier is authorized to apply all payments received first to reasonable costs and expenses payable under the Agreement, then to interest accrued on overdue amounts, and finally to principal amounts due under any invoice.
- 12.7 If (i) the Customer fails to pay the amounts due under the Agreement or any other agreements in force between the parties or (ii) there is an adverse change in the Customer's financial or other condition and, in the opinion of the Supplier, the circumstances make it unlikely that the Customer will be able to perform its obligations under the Agreement or doubts arise as to the Customer's creditworthiness or credit standing, the Supplier may, at its discretion and without prejudice to any other rights, (i) detain the Products in transit and suspend all other pending deliveries under the Agreement, (ii) require security or cash payment in advance of any delivery until the Supplier is satisfied as to the Customer's ability to pay or credit standing, as the case may be.
- 12.8 Except as otherwise provided by the applicable Law, the Customer shall pay all amounts due under the Agreement in full, without any deduction or withholding, and shall not be entitled to claim for any credit, compensation, discount, or counterclaim to justify the withholding of payment of such amounts in whole or in part. The Supplier, without prejudice to any other rights or remedies it may have, may at any time set off any amount due by the Customer against any amount payable by the Supplier to the Customer.
- 12.9 All expenses, costs, and charges incurred by the Customer in the performance of its obligations under this Agreement shall be borne by the Customer. All taxes (including withholding taxes), charges, levies, duties, and other fees of all kinds imposed on the purchase, loading and unloading, related services, or importation of the Products shall be the Customer's liability and shall be borne by the Customer.
- 13. SUPPLIER'S LIABILITY FOR ERRORS AND DEFECTS**
- 13.1 In accordance with this Agreement, the Supplier undertakes to remedy all defects resulting from the non-conformity with the terms of the Agreement by, at its discretion, (i) delivering additional Products to correct an insufficient quantity (in accordance with section 11.6) at the original delivery point; (ii) offering a discount on the purchase price of the rejected Products; (iii) replacing the rejected Products at the original delivery point; or (iv) refunding the full purchase price of the rejected Products. Once the Supplier has redelivered and/or refunded the price, it shall have no further liability to the Customer in respect of the rejected Products.
- 13.2 The Supplier shall not be obliged to deliver further Products in the event that the defect in the Products is the result of the Customer's or its Representatives' failure to comply with the safety data sheets or other information provided by the Supplier, the applicable Law, or the industry regulations and standards as regards the use, handling, or storage of the Products.
- 13.3 The Supplier shall not be liable if the Products are defective in breach of the Agreement as a result of any of the following circumstances (i) the Supplier's oral or written instructions as to the storage, handling, and use of the Products and storage containers or (if no such instructions exist) the relevant good commercial practice had not been followed; (ii) the Supplier had applied inaccurate or incomplete specifications provided by the Customer; (iii) the Customer had altered or repaired the Products without the prior written consent of the Supplier; (iv) normal wear and tear or willful or negligent damage by the Customer; or (v) the Products deviate from the specifications as a result of changes made to ensure that such Products comply with the applicable regulatory and legal requirements. Likewise, the Supplier shall not be liable if the Products do not comply with the Agreement in any of the following circumstances (i) if the Customer has not paid the Supplier the full amount for the Products by the agreed date; or (ii) if the Customer uses the Products in any way (consumption, repackaging, mixing, or sale) after having given the notice stipulated in section 10.3 (as this would make it



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difficult to verify the quality and quantity).

14. BREACH OF CONTRACT BY THE CUSTOMER

14.1 The Product shall not be used (i) in the production or processing of illicit crops or substances, or (ii) for any other illegal purpose. If the Products are to be resold, the Customer shall use reasonable efforts to ensure that its customers do not use the Products in any manner as prohibited by this clause.

14.2 The Customer shall indemnify the Supplier and all members of the Yara Group and hold them harmless in full against any Damages sustained by the Supplier and/or the Yara Group arising, directly or indirectly, from (i) a breach of or failure to perform its obligations under the Agreement; (ii) defects in the Products resulting from an act or omission by the Customer or its Representatives; (iii) the Supplier having applied the specifications indicated by the Customer; (iv) damage to the property, whether personal or real, movable or immovable, tangible or intangible, or injury or death to persons (including the Customer's Representatives) resulting from the Customer's loading, unloading, transportation, storage, handling, use, or disposal of the Products; and (v) in connection with any negligent act or willful misconduct by the Customer or its Representatives. This section 14.2 does not apply to any part of the Damages attributable to gross negligence or willful misconduct by the Supplier.

15. PRODUCT LIABILITY AND RECALL

15.1 If a third party files a claim against the Customer seeking compensation for personal injury, death, or damages to its movable or immovable property, claiming to have been caused by or in connection with the use or possession of the Products, or if the Customer otherwise becomes aware of a safety Failure or any other dangerous defect in the Products, the Customer shall (i) as far as possible, avoid and limit the danger and the Damages and (ii) immediately inform the Supplier so as to take the appropriate measures.

15.2 The Customer shall use its best endeavors to mitigate the Damages sustained by its liability for the Products. Nothing in the Agreement shall restrict or limit the Customer's obligation to mitigate Damages resulting from a circumstance that may give rise to a claim for indemnity as set out in Section 15.3.

15.3 The Supplier shall indemnify the Customer and hold it harmless against all Damages sustained in relation to personal injury, death, and damages to movable and immovable property as long as resulting from a defect in the Products and as established by the applicable Law, provided that (i) the Supplier has received timely notice as set forth in section 15.1; (ii) the Supplier has the exclusive control of the defense of the claim and possible settlement or termination negotiations; (iii) the Customer has adhered to the Supplier's oral or written instructions regarding the storage, handling, and use of the Products or (if none) the good business practices with respect thereto; (iv) the Customer has not, without the Supplier's prior consent, acknowledged any liability or made any offers of settlement or resolution of the claim; (v) the Customer cooperates fully and at its expense with the Supplier in the investigation and defense of any claim (by granting permission to access its facilities and records); (vi) there has been no fault, negligence, or willful misconduct by the Customer and (vii) the Customer fully cooperates in the removal of any Products in accordance with section 15.5.

15.4 The Supplier may issue a Recall Notice if the Supplier determines that (i) the supply or use of the Deliverables infringes or may infringe the intellectual property rights of third parties; (ii) the Deliverables are or may be unsafe or unsuitable for sale; (iii) the Deliverables are, may be, or may become illegal or not comply with any law, regulation, or governmental entity, or industry standard; (iv) a defect in the Deliverables may damage the Supplier's reputation or brand; or (v) it is reasonable (in the Supplier's opinion) to otherwise do so.

15.5 If the Customer receives a Recall Notice, the Customer shall cooperate in full and at its own expense in any investigation into the recall of the Deliverables; provide any assistance that the Supplier may reasonably require to recall the Deliverables, and follow the Supplier's instructions on the process to implement the Recall Notice; and, at the Supplier's option, either (a) return all recalled Deliverables in its possession or control to the Supplier within the timeframe provided; or (b) destroy the recalled Deliverables and provide the Supplier with a written certificate of destruction within the timeframe provided

15.6 If the Customer has complied with Condition 15.5, the Supplier shall, at its option, (i) replace or refund all the Deliverables returned or destroyed, except to the extent that the problem requiring the recall was caused or contributed to by the Customer; and (ii) refund all documented transportation or destruction costs directly related to the return or destruction of the Deliverables, as agreed in writing with the Supplier in advance. The Customer shall not (i) issue any press releases or other notices relating to the recall of the Deliverables; or (ii) discuss the recall of the Deliverables with any third party, in each case without the prior written consent of the Supplier.

16. LIMITATIONS OF LIABILITY

16.1. TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, NEITHER PARTY, UNDER ANY CIRCUMSTANCES AND REGARDLESS OF THE CAUSE, WHETHER FOR LEGAL REASONS OR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF A LEGAL OBLIGATION, OR FOR ANY OTHER CAUSE, SHALL BE LIABLE TO THE OTHER PARTY FOR ANY COMMERCIAL LOSS, LOSS OF PROFITS, LOSS OF ACTUAL OR PROJECTED PROFITS, LOSS OF GOODWILL, LOSS OF PRODUCTION, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF REPUTATION, LOSS OF PROJECTED SAVINGS, LOSS OR CORRUPTION OF DATA OR INFORMATION, NOR FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER, HOWEVER CAUSED AND WHETHER OR NOT SUCH LOSS OR DAMAGE WAS PREDICTABLE OR CONTEMPLATED BY THE PARTIES.

16.2. THE MAXIMUM LIABILITY OF THE SUPPLIER TO THE CUSTOMER IN CONNECTION WITH THE AGREEMENT (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR DEFECTS, DELAYS, AND A BREACH OF THE AGREEMENT) WHETHER FOR LEGAL REASONS OR ARISING FROM A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF LEGAL DUTIES, BREACH OF THE COMPENSATION REGIME, OR OTHERWISE, SHALL IN NO EVENT EXCEED 125% OF THE TOTAL PRICE PAID BY THE CUSTOMER OR PAYABLE BY THE CUSTOMER FOR THE PRODUCTS IN QUESTION UNDER THE CONTRACT.

16.3. To the extent required by the applicable Law, nothing in this 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 it may not be excluded or limited under the Law. Nothing in the Agreement shall adversely affect the Customer's rights if the Customer is considered a "consumer" under the applicable Law.

17. TERMINATION

17.1 Either party may give the other party written notice to terminate the Agreement immediately if (i) the other party is in material breach of the Agreement and (if the breach is remediable) fails to remedy such breach within twenty (20) Working Days after receiving the written notice requesting the remedy; or (ii) the other party repeatedly breaches any of the terms of the Agreement in such a manner that its conduct could reasonably be considered to be inconsistent with such party's intent or ability to comply with the terms of the Agreement; or (iii) a petition or notice is filed, a resolution is approved, or liquidation or declaration is made relating to the insolvency proceeding situation or liquidation of the other party; (iv) the other party suspends or interrupts or threatens to suspend or interrupt all or any part of its activities; or (v) it applies or is subject to similar or analogous proceedings or action as a result of its indebtedness in any jurisdiction.

17.2 Failure to comply with the provisions of sections 6.10 and 20 to 25 (inclusive) shall be deemed a material breach of obligations for the purposes of section 17.1.

17.3 Termination of the Agreement shall not affect the rights, remedies, obligations, or liabilities that the parties had at the time of termination.

17.4 Upon the termination of the Agreement each party shall (i) diligently return to the other all equipment, materials, documentation, and property delivered to it by the other party in connection with the supply and purchase of the Products under the Agreement; and (ii) if requested to do so, shall certify in writing to the other party that it has complied with such obligations.

17.5 If parts of the Products have not been delivered or if parts of the Agreement have not been fulfilled at the time of termination, the Supplier, as the party terminating the Agreement, may, at its option, extend the delivery term, cancel the delivery, or sell the Products on the market and charge the Customer for any Damages sustained.

18. THIRD-PARTY LIABILITY

18.1 Where the Customer acts as an intermediary in the sale of the Supplier's Products, the Customer shall ensure that the limitations of liability, exclusions, and any other applicable provisions of the Agreement are passed on to its customers, who, in turn, shall be obliged to do the same, thereby ensuring that the limitations of liability are maintained until the Products reach the end users.

18.2 To the extent that the Supplier is liable to a third party for the Products and the Agreement, the Customer undertakes to indemnify the Supplier and hold it harmless to the same extent as the Supplier's liability is limited under the Agreement, such that the Supplier's maximum risk for third-party is limited to the sums specified in section 16.3.

19. HSEQ AND PRODUCT GUARDIANSHIP

19.1 The Customer shall at all times comply with the applicable Health, Safety, Environment, and Quality (HSEQ) rules and regulations relating to the goods and services provided, including the recycling of all packaging, and shall have a satisfactory HSEQ-assurance system, appropriate to the Products. If the Customer or any of its Representatives visits the Supplier's facilities, the Supplier's HSEQ rules and regulations shall at all times be complied with.

19.2 The Customer is aware that chemicals may be hazardous if stored or used negligently or incorrectly and shall therefore warn, protect, and train, as appropriate, all persons who may be exposed to these risks. The Customer undertakes to be familiar with the warnings and safety information on the Products (safety data sheets) and to abide by them. Such information shall be made available to Representatives prior to the use of any Product. The Customer undertakes to check that the Products are properly labeled and that they remain labeled as they were at the time of delivery. On the other hand, the Products must be used, handled, stored, mixed, and applied strictly in accordance with the Supplier's recommendations, and the corresponding industry regulations, guidelines, and best practices.

19.3 The Supplier reserves the right for its Representatives to carry out safety visits or inspections at the warehouses where the Products are held by the Customer (subject also to clause 1.4 (ii)). These inspections may be carried out before or after delivery and the Customer agrees that the Supplier shall thereafter carry out periodic inspections at a frequency decided by the Supplier based on the assessment of potential risks. The Supplier shall notify the Customer of its intention to conduct these inspections at least five (5) Working Days in advance. The inspections shall be performed by the parties jointly, following the Supplier's safety manuals and procedures. These inspections and the reports resulting therefrom are for the Supplier's internal use only and do not release the Customer from compliance with its obligations. However, should the Supplier note any substantial deviation from the industry standards in the storage facilities, safe management thereof, or any other aspect, the Supplier reserves the right to suspend further deliveries to the Customer until such deviation is corrected to the Supplier's entire satisfaction.

19.4 As regards hazardous products sold under the Incoterm "Carriage and Insurance Paid to (CIP)", it is a supply requirement that the Customer (i) agrees to a formal safety protocol with the carrier of the product. The safety protocol shall consist of, but not be limited to, rules for the carrier to access and work at the Customer's facilities, personal protective equipment (PPE) requirements, vehicle standards, directions and speed limits, training requirements, usual routine and emergency contact details, specific operating procedures; and (ii) agrees to a "pre-delivery safety inspection" conducted by the Supplier (or a substitute designated by the Supplier) to assess the proper condition of the product storage facility and confirm satisfactory access for any distribution vehicle. If the inspection reveals any aspect of the storage facilities or the management thereof which, in the opinion of the inspector, fails to adequately manage local hazards and risks, the Supplier reserves the right to refuse any delivery.

19.5 With respect to hazardous products sold under the Incoterm "Free Carrier (FCA)", it is a supply requirement that the Customer (i) ensures that its carrier is competent to handle the affected product and has appropriate emergency and safety plans in place; and (ii) when the carrier picks up the product from the Supplier's originating



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location, the Customer shall ensure that the carrier's access to the Supplier's facilities has been approved and that a safety protocol has been agreed upon between the carrier and the Supplier at the relevant location. The carrier must comply with the Supplier's safety rules at all times. If at any time the carrier fails to comply with the agreed safety protocol or any other rule, the Supplier reserves the right to refuse both access to any of its facilities and the loading of any product.

- 19.6 The information contained in the safety data sheets or transmitted in the form of a recommendation is, to the best of the Supplier's knowledge, correct and accurate at the date of issue of the safety data sheet or transmission of the recommendation, respectively. Any information provided on the classification of substances shall be as stipulated by the regulations. Any other information shall be considered an accepted industry standard or based on the Supplier's knowledge and experience, intended only as guidance for the proper use, handling, and storage of the Products, and shall not be construed as a warranty or indication of quality, nor shall it serve as a basis for requiring any liability from the Supplier or its Representatives under any circumstances.
- 19.7 To the extent that the Products include Explosives Precursors, the Customer shall (i) register and declare the Explosives Precursors with the relevant public authority as required by the applicable Law; (ii) only resell or make Explosives Precursors available to customers who have a professional need; (iii) identify hazards and problems that may arise during the handling of the Explosives Precursors by conducting a risk assessment of accidents and the risk of Explosives Precursors going astray (including both external and internal circumstances); (iv) as a result of the risk assessment, make plans and implement measures to prevent the loss of the Explosives Precursors as well as to prevent accidents; (v) ensure that everyone who handles Explosives Precursors has sufficient knowledge and ability to carry out their duties in a safe manner; (vi) ensure safety, proper storage, and record maintenance of the Explosives Precursor stock; and (vii) without unjustified delay, report suspicious transactions or attempted suspicious transactions, thefts, or significant and unexplained disappearances of Explosives Precursors to the relevant public authority.

20. ASSIGNMENT AND SUBCONTRACTING

- 20.1 Neither party may assign, novate, transfer, sublicense, or subcontract any of its rights, benefits, or obligations arising out of this Agreement without the prior written consent of the other party, it being understood that the Supplier may assign, transfer, or subcontract such rights and obligations to another member of the Yara Group.
- 20.2 In the event of a change in the Customer's Control, the Customer shall notify the Supplier without undue delay, and, where appropriate, the Supplier reserves the right to terminate the Agreement without this giving rise to any right to indemnification and/or compensation.

21. CONFIDENTIALITY

- 21.1 Both the Supplier and the Customer undertake, during the term of the Agreement and for a period of five (5) years after the expiry of the Agreement, not to disclose any Confidential Information disclosed to it by the other party to any person at any time, except as set out in section 21.2.
- 21.2 Either party may disclose Confidential Information of the other party (i) to those of its Representatives who have a need to know such information in order to perform that party's obligations under the Agreement, provided that the party in question takes all reasonable measures to ensure that its Representatives will comply with the confidentiality obligation provided for in this section 21 as if they themselves had executed the Agreement. The party disclosing the information shall be liable for its Representatives' compliance with the confidentiality obligations set forth in this section; and (ii) pursuant to the Law, a court order, or any governmental or regulatory authority.
- 21.3 Neither party shall use the Confidential Information of the other party for purposes other than the performance of its obligations under this Agreement.

22. INTELLECTUAL PROPERTY RIGHTS

- 22.1 The Supplier reserves all Intellectual Property Rights. No rights or obligations are derived from the Agreement and no rights or obligations are granted to the Customer in respect of the Intellectual Property Rights of the Supplier, except for those expressly indicated in the Agreement. In particular, no license is granted, directly or indirectly, as to any of the Intellectual Property Rights owned or licensable by the Supplier now or in the future. Unless otherwise agreed, the Supplier shall retain exclusive ownership of (i) all modifications or improvements to its current Intellectual Property Rights and (ii) new Intellectual Property Rights created in the manufacture or delivery of the Products (or otherwise) by the Supplier to the Customer.
- 22.2 Without the prior written consent of the Supplier, the Customer may not (i) sublicense, transfer, or otherwise employ the rights to use the Intellectual Property Rights granted by virtue of this Agreement; (ii) create, register, or use a graphic identity that uses elements of the Intellectual Property Rights (e.g., the square of the logo, the Viking ship, the coats of arms, the typeface, parts of the Yara name, or the ship); (iii) use the Intellectual Property Rights alone or in combination or connection with a company name, trade name, or trademark owned or used by the Customer or any third party; (iv) alter, distort, make additions to, or delete any reference to the Intellectual Property Rights, the Supplier, or any other name displayed on the Products, their packaging, or labeling; nor shall the Customer (v) do or omit to do anything when using the Intellectual Property Rights that would adversely affect their validity.
- 22.3 The Supplier makes no representation, condition, or warranty, express or implied, (i) as to the validity or enforceability of its Intellectual Property Rights or (ii) in the sense that its Intellectual Property Rights do not infringe the intellectual property rights of third parties.
- 22.4 If the Customer becomes aware of any infringement of the Supplier's Intellectual Property Rights by a third party or of any unlawful action detrimental to the Supplier's interests, the Customer shall immediately notify the Supplier. The Customer shall, to the best of its ability and in accordance with the instructions received from the Supplier, assist the Supplier in protecting itself against such infringements of its rights.

23. DATA PROTECTION

- 23.1 The Supplier and the Customer shall, during the term of the Agreement (i) comply with all the applicable data protection laws and regulations on and ensure that all Representatives comply with such laws and regulations relating to Personal Data and their actions under the Agreement; and (ii) not take or cause or permit any action to be taken that may cause or result in a breach by the other party of the applicable data privacy laws and regulations.
- 23.2 The Customer authorizes the Supplier to collect and process Personal Data in accordance with the Supplier's Data Privacy Policy, which can be found on the Supplier's website or received in hard copy upon request, as well as any applicable law or regulation. The Supplier may also, to the extent permitted by the applicable Law, process Personal Data for the following business purposes (i) development and improvement of products and/or services; (ii) provision of services to the Customer; (iii) conclusion and performance of agreements; (iv) relationship and marketing management; (v) performance of business processes, internal management, and management reports; (vi) HSEQ; and (vii) compliance with legal obligations. In particular, the Supplier may process Personal Data to prepare reports and/or recommendations for the Customer on Deliverables that the Supplier considers may be of interest to the Customer.
- 23.3 The Customer warrants that (i) at the time of providing the Personal Data of the data subjects to the Supplier, including any former, current, or future Representative, the data subjects have been (or will have been) fully informed of the purpose for which their Personal Data will be used and the required consent of the data subjects has been (or will be) fully and sufficiently obtained, or the Customer is authorized to disclose any Personal Data that has been or may be provided to the Supplier; and (ii) the relevant Representative has (or will have) an adequate legal basis in place (e.g., consent where required) under the applicable data privacy laws and regulations for the transfer of the Personal Data to countries outside of Customer's home country by the Supplier or another member of the Yara Group.

24. STANDARDS OF BUSINESS CONDUCT

- 24.1 Each Party must comply with all the applicable laws, regulations, and sanctions relating to the Agreement, in particular, those relating to human rights, bribery, corruption, money laundering, financial controls and accounting, and anti-terrorism. In addition, each Party shall implement and maintain appropriate internal measures and controls to ensure compliance and detect and notify the other Party of relevant violations. In particular, each Party shall implement and maintain an appropriate anti-corruption policy and keep accounting records and books relating to all payments in connection with the Agreement.
- 24.2 The Customer shall comply with the Supplier's Code of Conduct for Business Partners attached to the Agreement.
- 24.3 The Customer warrants, agrees, and undertakes that, in connection with each Agreement, it has not made, given, offered, promised, or authorized any bribe, "facilitation", or "off-the-record" payments by way of payment, gift, advantage, or other valuable goods improperly or illegally, whether directly or indirectly, to any third party.
- 24.4 The Customer represents and warrants that, unless the Supplier has been informed to the contrary in writing, no Officer or close relative (i) owns any controlling interest in the Customer (directly or indirectly); or (ii) is entitled to any benefit if the Supplier enters into the Agreement with the Customer (except for any benefit that may arise solely from being a minority shareholder).
- 24.5 The Supplier may, at its own cost and upon reasonable written notice to the Customer (i) conduct due integrity reviews of the Customer and check the Customer's compliance with this Condition 24 (including requiring the Customer to certify its compliance); and/or (ii) designate a third party auditor to check the Customer's implementation of and compliance with the internal measures, controls, and policies referred to in Condition 24.1.
- 24.6 Subject to appropriate confidentiality procedures, the Customer shall cooperate with the Supplier and third-party auditors in conducting such reviews, and comply with all reasonable written requests for access to relevant information, including policies, records, accounting books, and any other relevant documentation.
- 24.7 The Customer shall ensure that its business partners providing goods and/or services in connection with the Agreement do so only on the basis of a written contract which imposes on such business partners terms substantially equivalent to those imposed on the Customer in this Condition 24. The Customer shall be liable for appropriate due diligence procedures prior to engaging its business partners in connection with the Agreement, and for monitoring such business partners' compliance with and performance of their compliance obligations.
- 24.8 Notwithstanding any other provision of the Agreement, the Supplier may, by written notice to the Customer, (i) suspend the Agreement if and for so long as the Supplier reasonably believes (on reasonable evidence) that the Customer has breached any of its obligations set out in this Condition 24; and/or (ii) terminate the Agreement if the Customer has materially breached any of its obligations set out in this Condition 24 and, where it is possible for the Customer to rectify the breach, the Customer has not remedied such breach within a reasonable period (not exceeding 30 days).

25. SANCTIONS

- 25.1 The Customer represents and warrants the Supplier, as of the date of execution of this Agreement, that the Customer (i) is not a person or entity included in any Sanctions List or owned or controlled by, directly or indirectly, any such person or entity, or otherwise, directly or indirectly, the subject of any Sanctions; (ii) does not have any director, officer, employee, or agent included in any Sanctions List or is the subject of any investigation, suit, or proceeding in respect of the Sanctions; (iii) has not acted in a manner that could merit such Sanctions; and (iv) has not involved any individual or legal entity of section (i) above in the negotiation of this Agreement, its execution, or related actions.
- 25.2 In the event of a Sanction to the Customer after the execution of this Agreement and (whichever occurs later) before this Agreement expires or is terminated or the date on which all obligations under this Agreement have been fully performed (i) the Customer shall promptly notify the Supplier in writing and with full detail of the



Sanction Case together with such reasonable information as the Supplier may request; (ii) without therefore limiting the provisions of section (iii) below, the Supplier may, for the duration of the Sanction Case, suspend performance of the Agreement by giving notice to the Customer. Neither party shall be liable for any failure to perform its obligations during the period of suspension, and the Customer shall continue to use its reasonable best efforts to resolve the Sanction Case, keeping the Supplier informed of any changes in this regard. Suspension shall cease and the parties shall resume performance of their obligations as soon as practically and legally possible after resolution of the Sanction Case; and (iii) the Supplier may terminate, by giving written notice to the Customer, this Agreement at any time while the Sanction Case is pending. Termination shall not entail additional liabilities for the parties, although it shall not affect those existing on the date of suspension or termination in accordance with this section 25.2, whichever occurs earlier, and which the affected party should legitimately handle on the date of termination.

26. FORCE MAJEURE

- 26.1 "Force Majeure Event" means any circumstances beyond the reasonable control of a party that could not reasonably have been foreseen at the time of the execution of the Agreement, including (i) acts of God, flood, earthquake, storm, plague, pandemic, epidemic, cyclone, typhoon, hurricane, tornado, blizzard, volcanic activity, landslide, tidal wave, tsunami, damage, or destruction caused by lightning, drought, or any other natural disaster or public health emergency; (ii) collapse of or damage to any type of facility or building, explosion, fire, destruction of machinery or equipment, or accident; (iii) prolonged interruption of transportation, telecommunications, or any other public service (including electric power, gas, or water); (iv) war, threat of or preparations for war, threat of or preparations for armed conflict (including hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, severance of diplomatic relations, or similar actions; (v) civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mass violence or act of civil disobedience; (vi) acts of terrorism, sabotage, or piracy; (vii) nuclear, chemical, or biological contamination or sonic boom; (viii) any governmental law or order, rule, regulation, guideline, action taken by a government or public authority (whether legal or illegal), curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization, economic or financial sanctions, imposition of an embargo, export or import restriction, fee, or other restriction or prohibition, or failure to grant a necessary license or consent; (ix) loss at sea or extremely adverse weather conditions (such as icy sea lanes); (x) any labor unrest or trade disputes (including industrial actions, boycotts, strikes, lockouts, labor slowdowns, or occupation of factories or facilities); (xi) disruption or failure in supply chains or supply shortages of non-commodity materials on a global basis; and (xiii) any cybersecurity incident (including unauthorized access, malware attack, ransomware attack, distributed denial-of-service attack, virus, or other cyber attack) or other major security incident or systems failure.
- 26.2 A party that is subject to a Force Majeure Event shall (i) promptly notify the other party in writing of the nature and extent of the Force Majeure Event causing the prevention, failure, or delay in the performance of its obligations under the Agreement; and (ii) resume performance of its relevant obligations under this Agreement as soon as reasonably practicable after a Force Majeure Event.
- 26.3 Subject to Condition 26.2, a party shall not be in breach of the Agreement, nor shall it be liable for any loss or damage sustained or incurred by the other party by reason of any prevention, failure, or delay in performing its obligations (except in relation to any payment obligation) under the Agreement to the extent that such breach arises out of or is attributable to a Force Majeure Event, provided that reasonable efforts have been used to mitigate the effect of the Force Majeure Event have been used in order to carry out its obligations under the Agreement.
- 26.4 If the Supplier should lose part or all of its sources of supply, the Supplier shall only be obliged to use reasonable efforts to purchase materials from alternative sources of supply so as to be able to deliver to the Customer. In the event of a shortage of supply, the Supplier shall have the right to allocate the available quantities at its sole discretion, taking into account its own requirements and the other internal and external supply obligations.
- 26.5 If the Force Majeure Event continues to prevent or delay the performance of a party's obligations under this Agreement for a continuous period of three (3) months, either party may terminate the Agreement by giving ten (10) Business Days' written notice to the other party. Termination shall not affect the rights of the parties with respect to any breach of the Agreement that occurred prior to termination.
- 26.6 If a party fails to perform one or more of its contractual obligations due to a breach by a third party engaged to perform (part of) the Agreement, this Condition 26 shall only apply to the party invoking the condition if and to the extent that the party invoking the condition provides reasonable evidence to the other party that such third party is subject to a Force Majeure Event.

27. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 27.1 The Agreement and any possible disputes and claims arising out of or in connection with its contents or its perfection, (including non-contractual disputes and claims) shall be governed by and construed in accordance with the Laws of the Supplier's country, excluding its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods 1980 is excluded.
- 27.2 In the event that a dispute, controversy, or claim arises between the parties in relation to the Agreement, the parties shall communicate to each other in writing the reasons for the dispute and shall meet in good faith and without delay at the place chosen by the Supplier to seek an amicable settlement of the dispute.
- 27.3 If the amicable settlement is not achieved within twenty (20) Working Days after receiving the notice, the parties irrevocably agree that the court to whose jurisdiction the Supplier's registered office belongs shall have exclusive jurisdiction to settle any dispute or claim arising in relation to the Agreement, its contents, or its perfection (including non-contractual disputes and claims), it being understood that the Supplier shall be entitled, as the plaintiff, to institute proceedings against the Customer in any other court with jurisdictional competence, or alternatively opt for institutional arbitration.