

1 DEFINITIONS

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

- a) **"Agreement"** shall mean the purchase agreement and/or Buyer's purchase order(s), these General Terms and Conditions of Purchase and any other appendices, and agreed amendments or variations to said documents, as a whole.
- b) **"Buyer"** shall mean the entity identified in the Agreement as the buyer of the Deliverables.
- c) **"Close Relative"** shall mean an individual's spouse/partner, the individual's and the spouse/partner's grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, and the spouse of any of these people.
- d) **"CLP"** shall mean classification, labeling and packaging.
- e) **"CLP Regulation"** shall mean the EU CLP Regulation (EC 1272/2008).
- f) **"Confidential Information"** shall mean the business or affairs of a party, including but not limited to information relating to a party's operations, processes, plans, product information, Intellectual Property Rights, trade secrets, software, market opportunities and customers.
- g) **"Control"** shall mean the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise.
- h) **"Controller"** shall mean the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- i) **"Deliverables"** shall mean all goods, services, works, documents, certificates and packaging, as appropriate, to be delivered by Supplier pursuant to the Agreement.
- j) **"Force Majeure"** shall mean an impediment beyond the control of the party affected, provided that such party could not reasonably have taken into account such impediment at the time of entering into the Agreement and could not reasonably have avoided it or overcome its consequences.
- k) **"HESQ"** shall mean health, environment, occupational and process safety, security, product stewardship and chemical compliance, emergency response and quality management.
- l) **"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.
- m) **"Losses"** shall mean all direct losses, claims, charges, costs, liabilities, penalties, fines and expenses (including, without limitation, damages, legal and other professional fees and costs, and the cost of pursuing any insurance providers).
- n) **"Personal Data"** shall mean any information relating to an identified or identifiable natural person (data subject), or as otherwise defined in applicable legislation.
- o) **"Personal Data Breach"** shall mean a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- p) **"Processor"** shall mean the natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller.
- q) **"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.
- r) **"REACH Regulation"** shall mean the EU Regulation on Registration, Evaluation, Authorization and Restriction of Chemicals (EC 1907/2006).
- s) **"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.
- t) **"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.

- u) **"Sanctions Event"** shall mean the events listed in condition 25.1.
- v) **"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.
- w) **"Supplier"** shall mean the entity that is the counterparty of the Buyer according to the Agreement.
- x) **"Yara Group"** shall mean Yara International ASA and/or any other entities which it directly or indirectly Controls.

2 APPLICABILITY

2.1 These General Terms and Conditions of Purchase shall apply to the Agreement to the exclusion of any other terms that i) the Supplier seeks to impose or incorporate, whether contained in any printed form of Supplier, on Supplier's internet site, attached to an invoice, or contained in a proposal, report, or acknowledgment, and Supplier agrees to fully waive them; or ii) are implied by trade, custom, practice or course of dealing, unless acceptance is explicitly confirmed in writing by the Buyer. Receipt of any Deliverables shall not be deemed as such acceptance.

2.2 In the event of any conflict between the provisions of the Agreement, the various agreement documents shall be given priority in the following order: (i) the purchase agreement; (ii) Buyer's purchase order(s); (iii) these General Terms and Conditions of Purchase; and (iv) all other appendices to the Agreement.

3 GENERAL OBLIGATIONS OF SUPPLIER

3.1 Supplier shall without undue delay prepare and provide order documentation and order confirmations free of charge, and any deviations from Buyer's orders/requests shall be expressly specified.

3.2 Buyer will normally provide a purchase order to Supplier in respect of the Agreement. If such purchase order has not been received by Supplier before delivery or performance of the Deliverables, Supplier shall request that Buyer provides such purchase order.

3.3 The Deliverables shall be properly labeled and packaged according to the nature of the Deliverables and according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Deliverables are delivered in undamaged condition. The agreement and purchase order numbers and other agreed references shall be quoted on the accompanying delivery note.

4 INSURANCE

4.1 In all cases, Supplier shall procure and maintain at its own expense an appropriate insurance coverage with financially sound and reputable insurers (including but not limited to liability insurance and all other mandatory insurances) adapted to Supplier's operations and the nature of the Deliverables.

4.2 If the Deliverables include work, services or tests to be performed at Buyer's premises, Supplier shall procure and maintain at its own expense a liability insurance with a minimum coverage equivalent to EURO 2,000,000 per incident for damages caused on Buyer's or any third party's property or personnel in connection with such work, services or tests.

4.3 The coverage and duration of the insurance policies shall cover all potential liabilities associated with the Agreement and Deliverables.

4.4 Upon Buyer's request, Supplier shall provide valid insurance certificates as well as the relevant conditions of any such insurance policies, and shall promptly ensure similar cooperation from its subcontractors.

5 PERSONNEL

5.1 Buyer shall not be deemed to be the employer of Supplier or Supplier's personnel, even if such personnel are to perform all or parts of the Deliverables at Buyer's location(s), in cooperation with Buyer or otherwise.

5.2 If the Agreement appoints key personnel in Supplier's organization, such personnel shall not be replaced without Buyer's prior written approval. Such approval shall not be unreasonably withheld.

5.3 Supplier shall, at its own expense, immediately replace personnel who in Buyer's sole opinion conduct themselves in an improper manner or are unsuitable to perform or produce the Deliverables.

6 INSTALLATION AND TESTS

6.1 The provisions of this condition 6 only apply if it has been agreed that the Deliverables shall include installation work and/or tests to be carried out at Buyer's premises.

6.2 Supplier shall prior to any work being performed request and familiarize itself with Buyer's HESQ rules, and shall ensure that work at Buyer's premises are carried out in compliance with any and all rules in force relating to HESQ.

6.3 Delivery occurs when the installation work and/or tests have been completed and Buyer has confirmed in writing that the Deliverables have been accepted. Such confirmation shall be given without undue delay.



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Knowledge grows

- 6.4 Supplier shall in due time, however not later than one (1) week, before commencement of the installation work and/or tests provide a list of any goods and/or services which Buyer shall provide to assist in the installation according to the Agreement.
- 6.5 The contract price to be paid for the Deliverables includes costs of installation work and/or tests.
- ## 7 PROGRESS AND DELIVERY
- ### 7.1 Progress
- 7.1.1 Supplier shall deliver and perform the Deliverables according to the agreed delivery date(s). If such delivery dates have not been agreed, Supplier shall deliver and perform the Deliverables within a reasonable time according to normal business practice.
- 7.1.2 If Supplier should have cause to believe that it will be unable to meet the delivery date(s), Supplier shall immediately notify Buyer in writing stating the reason for the delay, the effect on the agreed delivery date(s) and furthermore include a proposal on how the delay can be minimized. Supplier will undertake to shorten or make up the delay by all means and shall bear its own costs incurred to minimize the delay, unless the delay is wholly caused by Buyer.
- 7.1.3 In addition to liquidated damages, Supplier is liable for Losses suffered by Buyer which could have been avoided if Supplier had given notice of the delay in due time.
- ### 7.2 Delivery
- 7.2.1 Supplier shall in due time before delivery obtain delivery instructions from Buyer. As soon as possible and at the latest upon shipment, Supplier shall notify Buyer of the effected shipment so that, if required, the receipt of the Deliverables may be properly prepared.
- 7.2.2 If the Deliverables include goods, delivery shall be deemed to have taken place when the Deliverables have been handed over to Buyer or delivered according to the agreed INCOTERMS, and agreed installation work and tests have been completed and accepted by Buyer (if applicable).
- 7.2.3 If the Deliverables include work/services, Supplier shall notify Buyer in writing as soon as possible when Supplier considers the work/services provided as completed. Without undue delay after receiving such notice, Buyer shall in writing either accept the work/services as completed, or declare that the services are not accepted as completed and the reason for this. Delivery will not be deemed to have taken place before all Deliverables have been accepted in writing by Buyer.
- ## 8 DELAY
- 8.1 Delay exists when Supplier or someone Supplier is responsible for fails to comply with the deadlines set out in condition 7.1.1, or it is evident that such failure will occur, unless the delay is documented as wholly caused by Buyer.
- 8.2 If the Deliverables are defective at delivery, Buyer may in its sole discretion elect to treat this as delay for the period the Deliverables may not be used for their intended purpose.
- 8.3 Without prejudice to the right to claim indemnification for additional damages, liquidated damages shall accrue at a rate of 0.5 % of the total contract price per calendar day by which the delivery date is delayed. Liquidated damages shall, however, not exceed 15 % of the total contract price. The parties confirm that these liquidated damages are reasonable and proportionate to protect Buyer's legitimate interest in Supplier's performance.
- ## 9 VARIATIONS OF THE DELIVERABLES
- 9.1 The provisions of this condition 9 shall only apply to the extent the Deliverables are manufactured especially for Buyer and for work mentioned in condition 6.
- 9.2 Buyer may at any time order variations with regard to the quality and/or the quantity of the Deliverables as well as the delivery date(s).
- 9.3 Supplier shall immediately notify Buyer in writing and request Buyer to issue a variation order if Supplier is of the opinion that: (i) a variation to the Agreement is required; or (ii) Buyer requests the performance of specific work which is not part of its obligations under the Agreement.
- 9.4 Any variation order request shall be approved by Buyer by means of a written variation order before Supplier initiates the variation work (unless a delay will cause a disadvantage to the Deliverables or Buyer).
- 9.5 When Buyer requires a variation, Supplier shall, without undue delay, submit a written confirmation describing the variation work together with an estimate of any effects on the contract price, the work schedule and the agreed delivery date(s). If such confirmation is not received by Buyer within 30 calendar days after submission of the variation order, Supplier may not claim any changes to the Agreement.
- 9.6 Compensation for variation work shall be in accordance with the prices, norms and rates contained in the Agreement, or otherwise in accordance with the original price level of the Agreement. If a variation entails cost savings for Supplier, Buyer shall automatically be informed and credited accordingly, unless otherwise agreed.
- 9.7 If the parties disagree as to the amount to be added to or deducted from the contract price or any other consequences due to a variation, Supplier shall upon receipt of a variation order implement the variation without awaiting the final outcome of the dispute. Undisputed amounts shall be paid by the Buyer as normal
- ## 10 SUSPENSION OF WORK/SERVICES
- 10.1 Buyer may at any time and without cause temporarily suspend any work/services, or parts thereof, with immediate effect by written notification to Supplier. Following such notification Supplier shall, without undue delay, inform Buyer of the effects the suspension will have on the delivery and/or performance of the work/services. Supplier shall resume the work/services without undue delay after notification by Buyer.
- 10.2 If the suspension period exceeds 90 calendar days, Supplier is thereafter entitled to cancel the Agreement by a 14 calendar days' written notice to Buyer.
- 10.3 During the suspension period, Buyer shall only: (i) pay for delivered or performed Deliverables; and (ii) compensate Supplier for direct, documented and necessary expenses incurred as a result of the suspension, such as expenses in connection with demobilization and mobilization of personnel.
- ## 11 CANCELLATION OF WORK/SERVICES
- 11.1 Buyer may at any time and without cause cancel any work/services, or parts thereof, with immediate effect by written notification to Supplier.
- 11.2 Following cancellation, Buyer shall only: (i) pay for delivered or performed Deliverables; and (ii) compensate Supplier for direct, documented and necessary expenses incurred as a result of the cancellation, such as expenses in connection with demobilization of personnel.
- ## 12 INSPECTIONS AND NOTICE OF DEFECTS
- 12.1 Neither Buyer's inspection pursuant to condition 26.3 nor the fact that Supplier has sent drawings, goods or samples for Buyer's inspection limits Supplier's responsibility for ensuring that the Deliverables are in compliance with the contractual requirements.
- 12.2 Buyer shall inspect the Deliverables within a reasonable time after delivery, and thereafter issue written notices of defect to Supplier pursuant to condition 12.4, if required. Buyer's obligation to perform inspection of the Deliverables applies correspondingly where Supplier has performed rectification work.
- 12.3 Buyer is under no obligation to inspect or approve the Deliverables prior to delivery. If Supplier shall carry out installation work, the obligation to perform inspection does not arise until the Deliverables are ready for acceptance pursuant to condition 6.3.
- 12.4 Buyer shall issue a written notice of defect to Supplier within a reasonable time following discovery of any defect and its causes, and in no event later than the expiry of the agreed warranty period, or according to applicable local legislation, whichever is earlier. The same time limit applies in respect of any replaced or repaired parts, calculated from the time the replacement or repair took place. The time limit for making a notice of defect does not commence as long as the Deliverables may not be used for their intended purpose or rectification work or other activities necessary to comply with the contractual requirements are performed.
- ## 13 PAYMENT TERMS AND PRICES
- 13.1 Supplier shall submit a final invoice without undue delay after Buyer has accepted the Deliverables as completed. The final invoice shall include all claims to be made by Supplier pursuant to the Agreement. Claims not included in the final invoice cannot be submitted later.
- 13.2 Payments will be made within 60 calendar days after receipt, subject to: (i) complete delivery of the Deliverables by Supplier; (ii) the invoice complying with Buyer's policies; and (iii) receipt of any agreed bank guarantee or parent company guarantee (or similar) from Supplier.
- 13.3 The following shall be quoted on and/or attached to all invoices: (i) clear description of what the invoiced amount relates to; (ii) any agreement and purchase order numbers and other agreed references; (iii) all customs invoices and proofs of origin (if applicable); and (iv) any other requirements set out in the Agreement or relevant purchase order(s). Buyer is entitled to return invoices that do not meet these requirements.
- 13.4 If Buyer is to pay for the Deliverables based on time and/or quantities spent, Supplier shall ensure continuous registration by Supplier and approval by Buyer of such time and/or quantities. Details of the registered and approved time and/or quantities shall be attached to the relevant invoice.
- 13.5 Unless otherwise agreed, the agreed prices are fixed for the term of the Agreement and include all costs related to handling, packaging, transportation and insurance, customs duties and applicable taxes. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer. Buyer does not accept and will not pay any additional invoice fees (or similar).

13.6 Buyer is entitled to deduct any prepayments and accrued liquidated damages, as well as any other amounts owed by Supplier to Buyer, against Supplier's invoices. Disputed or insufficiently documented amounts may either be withheld until resolved or set-off against Supplier's invoices.

13.7 Supplier must submit to Buyer in writing any claims arising under the Agreement relating to billing or payment within sixty (60) calendar days after due date, and Supplier's failure to do so will constitute a waiver by Supplier of any legal or equitable rights with respect to the subject matter of the claim.

13.8 Buyer is entitled to audit at Supplier's premises all payments for reimbursable work for up to two years after receipt of the final invoice. Such audits shall be carried out by an independent third party that has undertaken customary confidentiality undertakings. In the event an audit indicates inaccuracies, overbilling, or other violation of the Agreement by Supplier resulting in a cost to Buyer, in addition to Buyer's right to recovery of such costs, Supplier will be responsible for the reasonable costs associated with such audit.

14 TAXES

14.1 Supplier is responsible for the collection and reporting of all applicable transaction taxes, such as sales, use, withholding, value added, or similar taxes, and will remit such taxes to the appropriate taxing jurisdiction. Transaction taxes are in addition to the agreed prices and will be shown as a separate line item on the invoice. If tax withholding is required by applicable law, Buyer will adhere to such tax withholding requirements.

14.2 Supplier's failure to evidence that tax and other levies relevant for Buyer have been paid in accordance with applicable laws and regulations entitles Buyer to withhold payment until Supplier either produces such documentation, or provides satisfactory security for payment of such taxes and levies. Buyer may recover from Supplier at any time any liability incurred by Buyer as a consequence of Supplier failing to pay in the required taxes and levies.

15 WARRANTIES AND REMEDIES

15.1 Supplier warrants that the Deliverables will: (i) strictly conform to the drawings, specifications, samples (if any), and other requirements referred to in the Agreement or specified by Buyer; (ii) be of merchantable quality and suitable for the purposes intended; (iii) conform with all applicable laws and regulations; (iv) be free and clear of all liens, security interests or other encumbrances; (v) not infringe or misappropriate any third party's patent or other Intellectual Property Rights; and (vi) be free from defects in materials, design, performance, operation, and workmanship, for a period of twenty-four (24) months after being placed in service by Buyer or forty-eight (48) months from delivery to Buyer, whichever period expires earlier.

15.2 Supplier warrants that it: (i) possesses all necessary expertise, facilities, equipment, licenses and consents, personnel, and operations suitable to perform the work/services; (ii) will meet all specifications, requirements, standards, and other obligations and deadlines specified by Buyer or required by applicable law; and (iii) shall perform any consulting and any other professional services with that degree of skill, care, diligence and good judgment normally exercised by recognized professional firms performing work of the same or similar nature.

15.3 If Supplier delivers more or less than the quantity of Deliverables ordered, Buyer may reject all or any excess Deliverables or demand immediate delivery of any shortfall quantity. Any such rejected Deliverables shall be returned to Supplier at Supplier's sole risk and expense.

15.4 If the received Deliverables do not conform to the agreed warranties, Buyer may, at its option: (i) hold any rejected Deliverables for Supplier's instructions and at Supplier's risk and expense; (ii) return rejected Deliverables to Supplier at Supplier's risk and expense and require their replacement or correction to the contractual level; (iii) require reperformance or correction of rejected work/services to the contractual level; or (iv) request an equitable price reduction for acceptance of the Deliverables. If Buyer requires replacement, reperformance or correction of the Deliverables, Supplier shall, at its sole risk and expense, promptly replace, reperform or correct the nonconforming or defective Deliverables and pay for all related costs, including, but not limited to, costs for the dismantling, handling and return of the defective Deliverables and the delivery and reintegration of replacement Deliverables.

15.5 As requested by Buyer, Supplier will correct any defects or deficiencies in Deliverables at no cost to Buyer and subject to subsequent acceptance or rejection by Buyer. If Supplier fails to remedy or replace the defective Deliverables within a reasonable time, Buyer is entitled to, at its option: (i) remedy the defects itself or employ a third party to do so at Supplier's expense or (ii) replace them with goods from a third party at Supplier's expense, hereunder claim compensation for any costs and price difference related to a substitution purchase. The same shall apply if awaiting Supplier's remedy will cause substantial inconvenience to Buyer.

15.6 Buyer is entitled to claim compensation for all Losses suffered due to defects to the extent possible pursuant to applicable law. For the avoidance of doubt, Losses include but is not limited to, costs related to i) investigating, limiting and mitigating defects and other warranty breaches and any effects thereof (hereunder costs relating to changes in production output patterns); and ii) internal and outsourced repair work or support, hereunder the use or rental of equipment and machinery.

15.7 Buyer may terminate the Agreement if a defect (or failure to rectify such defect) constitutes a material breach of the Agreement. In such event, Buyer is entitled to reject Supplier's offer to remedy the defect and/or reperform or replace the Deliverables.

16 TERMINATION

16.1 Either party may without any liability give notice in writing to the other terminating the Agreement with immediate effect if: (i) the other party commits a material breach of the Agreement or it is evident that such breach will occur and (if such breach is remediable) fails to remedy that breach within either a reasonable deadline set by the non-defaulting party, or (if no deadline is specified) within a period of thirty (30) calendar days of being notified in writing to remedy such breach; (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; (iii) a petition is filed, a notice is given, a resolution is passed, or an order is made for the winding up or bankruptcy of the other party; or (iv) the other party suspends or ceases, or threatens to suspend or cease, performing all or a substantial part of its business.

16.2 Furthermore, the Buyer may without any liability give notice in writing to the Supplier terminating the Agreement with immediate effect if: (i) Supplier is in breach of any of conditions 5.2, 8.1 or 25 - 29; (ii) the maximum amount of liquidated damages has been accrued; (iii) part or all of Supplier's assets intended or useful for the performance of the Agreement are seized, attached, frozen or have in any way become unavailable; (iv) Supplier undertakes any act, deed or matter which would result in the creation of any lien or encumbrance of any kind whatsoever on Buyer's property; or (v) there is a change of Control of Supplier.

16.3 Termination entails that the parties shall return at the defaulting party's risk and expense all deliveries and payments made as at the time of termination without undue delay. Buyer may, however, at its sole discretion elect to demand delivery of or keep: (i) work-in-progress at the time of termination for a reasonable price (not including loss of anticipated profits or any consequential loss); and/or (ii) non-defective Deliverables for a proportionate part of the agreed price.

16.4 Furthermore, each party shall promptly, upon request from the other: (i) return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it in connection with the supply of the Deliverables under the Agreement; and (ii) return to the other party or erase (to the extent possible) all documents and materials (and any copies) containing the other party's Confidential Information.

16.5 Termination of the Agreement shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination. Conditions which expressly or by implication survive termination of the Agreement shall continue in full force and effect.

17 INDEMNIFICATION

17.1 Supplier shall defend, indemnify and hold harmless Buyer against any and all Losses arising out of or occurring in connection with: (i) the Deliverables purchased from Supplier, hereunder any claim made by a third party for death, personal injury or damage to property, or Supplier's negligence, willful misconduct or breach of the Agreement; and (ii) any claim that Buyer's use or possession of the Deliverables infringes or misappropriates any Intellectual Property Right of any third party (except when this is necessary due to Buyer's specifications and Supplier did not know or ought to have known that such an infringement would occur).

17.2 Supplier shall in respect of the above not enter into any settlement without Buyer's prior written consent

18 LIMITATION OF LIABILITY

18.1 Neither party shall under any circumstances whatsoever, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, be liable to the other party for any indirect or consequential damage suffered.

19 SEVERAL LIABILITY

19.1 If there is more than one Buyer under the Agreement, the obligations and liability of each Buyer are several, and neither joint nor joint and several, as regards each Buyer's own purchases of Deliverables.

20 FORCE MAJEURE

20.1 A party shall not be considered in breach of the Agreement to the extent it is proven that it was unable to fulfill its contractual obligations due to Force Majeure. Each party shall cover its own costs resulting from Force Majeure.

- 20.2 The party invoking Force Majeure shall notify the other party thereof without undue delay. Such notice shall also include the cause of the delay and the presumed duration thereof.
- 20.3 Each party is entitled to cancel the Agreement without any liability and with immediate effect if the Force Majeure situation continues, or it is obvious that it will continue, for more than 60 calendar days.
- 21 TRANSFER OF TITLE AND RISK**
- 21.1 If the Deliverables are manufactured or performed specifically for Buyer, the Deliverables are Buyer's sole property as and when the Deliverables are produced or performed. Other Deliverables become Buyer's sole property as and when the Deliverables are paid for or delivered (whatever occurs first).
- 21.2 All risk associated with the Deliverables will remain with the Supplier until delivery has taken place according to condition 7.2.
- 21.3 Supplier shall clearly mark the Deliverables in its possession that are Buyer's property and, if possible, keep such Deliverables separate from other goods.
- 22 INTELLECTUAL PROPERTY RIGHTS**
- 22.1 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Agreement are granted to the other party or to be implied from the Agreement.
- 22.2 Intellectual Property Rights, reports, drawings, specifications and similar documents, including computer programs, constitute part of the Deliverables and are Buyer's sole property to the extent they are: (i) specifically prepared by Supplier relating to the Deliverables; and (ii) are necessary for the use of the Deliverables.
- 22.3 Buyer shall be granted appropriate licenses of use on commercial terms to such other rights which are necessary for the completion, operation, maintenance, repair and modification of the Deliverables.
- 23 CONFIDENTIALITY**
- 23.1 All information exchanged or otherwise transferred between the parties shall be treated as confidential, not be disclosed to any third parties and only exploited commercially for the purposes and within the scope of the Agreement according to the terms of this Agreement.
- 23.2 A party may nevertheless make such information available to third parties provided that the information was already known to that party at the time the information was received, or that the information is or becomes part of public domain other than through a fault of either of the parties, or is rightfully received from a third party without an obligation of confidentiality or it is necessary due to applicable laws and regulations.
- 23.3 Information may be disclosed to third parties to the extent necessary for execution of the Agreement or utilization of the Deliverables, provided that the receiver of such information shall be bound by a confidentiality obligation similar to this condition 23.
- 23.4 Without Buyer's written consent, Supplier shall not issue any press release, refer to or use Buyer's business name(s) and logo(s) or otherwise advertise that this Agreement has been entered into.
- 23.5 The obligations in this condition 23 shall survive the expiry/termination of this Agreement and shall remain in force for ten (10) years after any such expiry/termination.
- 24 SUBCONTRACTING, ASSIGNMENT AND CHANGE OF CONTROL**
- 24.1 Supplier may not subcontract or assign any of its rights and obligations with regard to any part of the Deliverables without Buyer's prior written consent. Such consent does not exonerate Supplier from any obligations pursuant to the Agreement, and Supplier shall ensure that all HESQ requirements and all of Buyer's rights pursuant to these General Terms and Conditions of Purchase are made applicable and binding for all subcontractors. Upon Buyer's request, Supplier shall (i) submit reports on the use, performance and compliance of any subcontractors to Buyer; and (ii) obtain collateral warranties from subcontractors for the benefit of Buyer or other third parties.
- 24.2 Buyer is entitled to assign its rights and obligations pursuant to the Agreement, fully or partly, to any entity within the Yara Group.
- 24.3 Supplier shall notify Buyer without undue delay once a change of Control of Supplier has taken place.
- 25 STANDARDS OF BUSINESS CONDUCT**
- 25.1 The Supplier 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.
- 25.2 The Supplier 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 item of value, whether directly or indirectly, to any third party.
- 25.3 The Supplier represents and warrants that except as otherwise disclosed in writing to the Buyer, no Public Official or its Close Relatives are presently (i) owning any Controlling interest in the Supplier (directly or indirectly); (ii) or has a right to any benefit if the Buyer enters into the Agreement with the Supplier.
- 25.4 The Buyer 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 Supplier to ensure compliance with this condition 25. Subject to appropriate confidentiality procedures, the Supplier shall fully cooperate with the Buyer 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.
- 25.5 The Supplier shall ensure that all 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 business partners terms substantially equivalent to those imposed on the Supplier in this condition 25. The Supplier shall be responsible for reasonable and appropriate due diligence procedures prior to engaging its business partners relating to the Agreement, and for monitoring the adherence and performance by such persons of its compliance obligations.
- 25.6 Notwithstanding any other provision of the Agreement, the Buyer may, upon written notice to the Supplier, (i) suspend payment of any price or fee if, and for as long as, the Buyer reasonably believes that the Supplier has breached or failed to properly carry out any of its obligations set out in this condition 25; and/or (ii) terminate the Agreement if the Supplier has materially breached or failed to properly carry out any of its obligations set out in this condition 25.
- 25.7 As agreed from time to time, the Buyer and Supplier shall cooperate in arranging and participating in compliance trainings, seminars and projects at their own cost.
- 25.8 The Buyer and Supplier shall without undue delay report any suspected infringements of this condition 25 to the other party.
- 26 HESQ**
- 26.1 Supplier shall itself, and ensure that its representatives and subcontractors, at all times: (i) observe and comply with all applicable rules and regulations relating to HESQ and any other requirements of any relevant public authority; (ii) observe and comply with all Buyer's HESQ standards set out in the Agreement and any other security requirements that apply at the Buyer's and third party premises; (iii) notify the Buyer as soon as it becomes aware of any HESQ hazards or issues which arise in relation to the Deliverables; (iv) work according to a recognized quality management system and have a satisfactory system for HESQ assurance and quality assurance suitable for the Deliverables; (v) strive to keep the impact to the environment to a minimum and continuously reduce the environmental impact of its activities; and (vi) obtain and maintain all public permits necessary to deliver the Deliverables, and shall upon Buyer's request produce documentation showing that the necessary permits have been obtained.
- 26.2 The Buyer reserves the right to refuse the Supplier and its representatives and subcontractors access to its premises in case of non-compliance with the obligations set out in this condition 26.
- 26.3 Buyer is at any time entitled to carry out upon reasonable notice in writing, and Supplier shall assist in carrying out, HESQ audits and inspections of the Deliverables and relevant operations at Supplier's or any subcontractors' premises.
- 27 CHEMICAL COMPLIANCE**
- 27.1 To the extent required, the Supplier warrants that it, and all sub-suppliers of substances used in relation to the Deliverables, complies with the REACH Regulation, CLP Regulation and any other chemical compliance rules and regulations relevant for the Deliverables. For the avoidance of doubt, the Supplier shall adhere to the strictest standards regarding HESQ and chemical compliance pursuant to the Agreement and applicable rules and regulations.
- 27.2 The Supplier undertakes that all those substances incorporated in the Deliverables which are subject to registration under the REACH Regulation, have been registered by the Supplier (and, where applicable, by all relevant sub-suppliers) covering the uses of Buyer, in each case in accordance with the requirements of the REACH Regulation. For the avoidance of doubt, this undertaking also applies to any ancillary substances and/or products, such as coatings, colors or micronutrients which may have been added to or incorporated in the Deliverables. The Supplier and/or its sub-suppliers shall not register the substances as Intermediates.
- 27.3 The Supplier warrants that at the date of entering into this Agreement all those substances incorporated in the Deliverables which are dangerous and exempted from registration under the REACH Regulation, are notified to the European Chemical Agency ("ECHA") in accordance with the obligations laid down in Articles 39 and 40 of the CLP Regulation.

- 27.4** The Supplier warrants, unless otherwise specifically agreed in writing between the parties, that at the date of entering into this Agreement there are no substances subject to Authorization and/or Restriction as per Annexes XIV and XVII of the REACH Regulation incorporated in the Deliverables.
- 27.5** The Supplier undertakes that it shall forthwith inform Buyer in writing if any substance(s) incorporated in the Deliverables is/are listed in the most up-to-date Candidate List of Substances of Very High Concern published by ECHA, in force as at the date of entering into this Agreement.
- 27.6** The Supplier shall ensure at all times that Buyer is provided promptly with relevant and up-to-date Safety Data Sheet(s) in accordance with the requirements of the REACH Regulation and the CLP Regulation.
- 27.7** Upon Buyer's request Supplier shall forthwith provide Buyer with all information relating to substances in the Deliverables that is reasonably necessary to enable Buyer to fulfill its own obligations in relation to the REACH Regulation and the CLP Regulation.

28 DATA PRIVACY

- 28.1** Buyer and Supplier shall, during the term of the Agreement comply with, and procure that all representatives comply with, applicable data privacy laws and regulations, including information security requirements, relating to their performances under the Agreement.
- 28.2** Supplier permits Buyer to collect and process Personal Data (as defined in EU Regulation 2016/679) pursuant to Buyer's at all times Data Privacy Directive for Supplier, Customer and Business Partner Data (the "Directive"), which can be found on Buyer's website, and any applicable laws and regulations. Buyer may according to the Directive, inter alia, process Personal Data for the following business purposes: (i) supplier relationship management; (ii) contract management; (iii) business process execution and management reporting; and (iv) compliance with legal obligations.
- 28.3** Buyer permits Supplier, as far as permitted by applicable law and to the extent necessary for provision of the Deliverables, to collect and process Personal Data for the following business purposes: (i) development and improvement of Supplier's products and/or services; (ii) contract management; (iii) customer relationship management, management reporting and marketing; (iv) HESQ; and (v) compliance with legal obligations, as further described in Buyer's applicable privacy policy, accessible on Buyer's website.
- 28.4** Supplier hereby warrants that: (i) with regard to Personal Data provided to Buyer, any requirements under applicable data protection laws and regulations are fulfilled, including legal basis and information requirements, allowing Buyer to process the Personal Data; and (ii) it will co-operate with Buyer to ensure there is an adequate legal basis for the transfer of Personal Data between the parties (where required and applicable).
- 28.5** If a party becomes aware of a Personal Data Breach, it shall notify the other party without undue delay and provide reasonable assistance to the other party, to ensure compliance with applicable data protection laws and regulations.
- 28.6** In the event and to the extent that Supplier acts as a Processor on Buyer's behalf, the parties shall enter into Buyer's template data processor agreement.

29 SANCTIONS

- 29.1** Each party represents, warrants and undertakes to the other party, on the date of the Agreement, that it: (i) is not a person or entity that is named on any Sanctions List or directly or indirectly owned or controlled by any such person or entity or otherwise directly or indirectly targeted under any Sanctions; (ii) does not have any director, officer, employee or agent that is named on any Sanctions List or is the subject of any inquiry, claim or proceeding with respect to Sanctions; (iii) is not violating and will not violate any applicable Sanctions in connection with the Agreement; and (iv) has not involved and will not involve any persons or entity mentioned above in this condition 29 in connection with the negotiation of, entry into or performance of the Agreement, (each a Sanctions Event).

- 29.2** If a Sanctions Event occurs in relation to a party after the date of the 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 discharged: (i) the party to whom the Sanctions Event applies shall promptly notify the other party in writing with full details of the Sanctions Event together with, following any request from the other party for it to do so, any other information reasonably requested by the other party; (ii) without limiting anything in this condition or the Agreement, the other party may at any time during which the Sanctions Event is continuing, suspend performance of the Agreement by notice to the party to whom the Sanctions Event applies. No party shall be liable for non-performance of any of its obligations during the period of suspension, provided that the party to whom the Sanctions Event applies shall continue to use all reasonable efforts to resolve, and shall keep the other party 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 other party may, at any time during which the Sanctions Event is continuing, terminate the Agreement by notice to the party to whom the Sanctions Event applies. 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 29 and which are lawful for the relevant party to discharge as at the date of termination.

30 AMENDMENT AND WAIVER

- 30.1** The Agreement may not be amended unless mutually agreed by the parties, recorded in a written instrument and signed by each party.
- 30.2** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 30.3** Failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

31 MISCELLANEOUS

- 31.1** The Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence and negotiations between them relating to the Deliverables.
- 31.2** If delivery has been agreed according to INCOTERMS, the latest version in force at the date the Agreement was entered into shall apply.
- 31.3** 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 appointed representative without undue delay.
- 31.4** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 31.5** If any provision of the Agreement (or part of any provision) is found by any court or another authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

32 APPLICABLE LAW AND LEGAL VENUE

- 32.1** 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 Buyer's country.
- 32.2** The parties irrevocably agree that the court in which jurisdiction Buyer's registered office is located shall have exclusive 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).