

General Conditions of Sale / Export

Mannheim, October 2018

1. Offer and Acceptance

Seller's quotations are not binding offers but invitations to the customer to submit a binding offer. The contract will be concluded only by a written order-confirmation or by execution of the order.

2. Prices

If Seller's prices or Seller's terms of payment are generally altered between the date of contract and dispatch, Seller may apply the price or the terms of payment in effect at the date of dispatch. In the event of a price increase, Buyer is entitled to withdraw from the contract by giving notice to Seller within 14 days after notification of the price increase. Cash payments are not accepted.

3. Delivery, Weight of Delivery, Damage in Transit

3.1 The net weight determined at the point of loading will form the basis for all documents.

3.2 Quoted delivery dates are best estimates only and are not binding.

3.3 Delivery shall be effected as agreed in the contract. General Commercial Terms such as CIF, FOB, CFR etc. shall be interpreted in accordance with the Incoterms as published by the International Chamber of Commerce on the date the contract is concluded.

3.4 Notice of claims arising out of damage in transit must be lodged by Buyer directly to the carrier within the period specified in the contract of carriage, providing Seller with a copy thereof. Claims have to be assessed by a claims agent while unloading the merchandise at the latest. The assessment has to include the development, the nature and the extent of the damage.

4. Laws in Country of Destination

Buyer is responsible for compliance with all laws and regulations applicable in the country of destination regarding import, delivery, storage and use of the goods delivered by Seller.

5. Delay of Payment

Delay in due payment constitutes a fundamental breach of contract. In such case Seller is entitled to charge interest on the amount outstanding at the rate of 3 percentage points above the current discount rate of the major banking institution of the country of the invoiced currency.

6. Advice

Technical advice with regard to goods and their application is given to the best of Seller's knowledge based on Seller's research and experience. All advice and information with respect to suitability and application of the goods shall not, however, create any liability of Seller and shall not relieve the Buyer from undertaking his own investigations and tests.

7. Lack of Conformity

7.1 Buyer must notify Seller in writing if the goods do not conform with the contract, specifying the nature and extent of the lack of conformity, within 14 days after receipt of goods, as far as such deficiency can be discovered by reasonable examination.

7.2 Buyer may only declare the contract void or request a reduction of the purchase price if delivery of substitute goods or remedy of the lack of conformity offered by Seller has not been performed within a reasonable period of time.

8. Liability

8.1 In no event shall Seller be liable for any damages including incidental and consequential damages arising out of, or in connection with, the contract, except in cases of gross negligence or willful act.

8.2 In case Seller is not supplied correctly or in due time by his contractors, Seller is authorised to postpone or cancel the respective delivery commitment.

8.3 The information and statements regarding our products are based on our current state of knowledge and have been drafted to our best knowledge and in all conscience. This information and statements, however, are not binding to us and cannot be deemed to be complete in all details. We shall not grant any warranty whatsoever with regard to the correctness and the latest state of the art present and in the future of such information and statements and any liability hereto shall be excluded to the extent legally and statutorily possible. The buyer and user of such products shall be responsible for the proper use of such products according to any applicable laws and regulations. Under no circumstances we shall be liable for any improper and/or unlawful use of the products, such as, but not limited to amalgamation or composition of such products or for any processing of such products to another product.

9. Force Majeure

Any incident or circumstance beyond Seller's control, such as natural occurrences, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, or acts of government shall relieve Seller from his obligations under this contract to the extent Seller is prevented from performing thereby. The same applies to the extent such incident or circumstance renders the contractual performance within a reasonable time commercially impractical or occurs with a supplier of Seller. If the aforementioned occurrences last for a period of more than 3 months, Seller is entitled to withdraw from the contract without the Buyer having any right to compensation.

10. Set off, Retention of Payment

A set off or retention of payment is only permitted if counterclaims are existing which are either undisputed or adjudicated by final judgement.

11. Communication

Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. If a time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.

12. Place of Performance

Regardless of the place of delivery of goods or documents, the place of payment shall be Seller's place of business.

13. Retention of Title

The goods sold shall remain the property of the Seller until the price has been paid in full.

14. Jurisdiction, Applicable Law

14.1 Any dispute arising out of or in connection with this contract shall be heard, at Seller's option, at the court having jurisdiction over Seller's principal place of business or Buyer's principal place of business.

14.2 The applicable law of the contract shall be the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) and, to the extent the Convention does not contain a provision, the law of Seller's principal place of business.

In case these General Conditions of Sale/Export are made known to Buyer in his native language in addition to the language in which the sales contract has been concluded („contract language“), this is merely done for Buyer's convenience. In case of differences in interpretation, the version of the contract language shall be valid

15. Anti-bribery / Anti-corruption measures

15.1 Buyer shall:

- a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the principles of the Bribery Act 2010 (England and Wales) and Foreign Corrupt Practices Act 1977 (USA) (“Relevant Requirements”);
- b) not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements;
- c) have and shall maintain in place throughout the term of the Contract its own policies and procedures, including, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- d) promptly report to EuroChem of any undue financial or other advantage of any kind received in connection with the performance of the Contract; and
- e) ensure that any person who is performing any services or providing Goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed in this clause 9.

16. Conflict of interest

16.1 Buyer undertakes not to create any Conflict of Interest with EuroChem and shall immediately notify EuroChem in writing of any actual or potential Conflict of Interest.

17. Sanctions Clause

17.1 The Parties represent and warrant that

- a) the Goods will be used only for agricultural, technical or any other (specify) purpose and not for any activity in furtherance of the proliferation of nuclear, chemical or biological weapons or missile technology or otherwise in violation of any applicable laws, statutes, rules and regulations;
- b) none of the Party or its agent (the “Agent”) nor an off-taker (the “Off-taker”) nor any of the Party's and/or the Agent's and/or the Off-taker's affiliates, officers, directors or employees:
 - is a Sanctions Restricted Person or is in any way connected or affiliated with a Sanctions Restricted Person;
 - has violated or is violating any Sanctions Laws;
 - shall directly or indirectly release, sell, provide, export, re-export, transship, transfer, divert, loan, lease, consign, transfer through, allow access to or otherwise make available the Goods to any Sanctions Restricted Person or any Restricted Country or State in violation of applicable law or to the extent that such actions may result in each Party violating any applicable law, including, but not limited to Sanctions Laws; or
 - shall use the Goods to produce products that directly or indirectly will be shipped, sold, or supplied to any Sanctions Restricted Persons or any Restricted Country or State in violation of applicable law or to the extent that such actions may result in each Party violating any applicable law, including, but not limited to Sanctions Laws.
 - shall directly or indirectly transfer to or otherwise make available the Party's funds paid to the other Party, to or through any Sanctions Restricted Person or any Restricted Country, State and Territory in violation of applicable law or to the extent that such actions may cause other Party to be in breach of any applicable law, including, but not limited to Sanctions Laws.

17.2 Each of the representations and warranties above is made on the date of this Contract and is deemed to be repeated on the date of each shipment (purchase order) and date of each payment.

17.3 The Parties shall have the right to terminate the Contract immediately upon notice to the other Party when (i) one of the Parties is in breach of the foregoing representations and warranties or (ii) One of the Parties has reasons to believe that the other Party may or will be in breach of such representations and warranties or (iii) one of the Parties has reasons to believe that any activities of or business with the other Party or the Agent or delivery to an Off-taker will cause the other Party (or Party's subsidiary or an affiliate if any) to be in violation of any applicable laws (including but not limited to Sanctions Laws), statutes, rules and regulations. The Party waives its right to claim the other Party for all damages, losses, liabilities and related costs and expenses which the other Party may have as a result of such termination; and the Party shall have the right to pursue any legal rights in relation thereto against the other Party respectively.

17.4 The Party shall indemnify the other Party from and against any and all damages, losses, claims, taxes, liabilities and related costs and expenses, including reasonable legal fees and disbursements, incurred by the respective Party and arising out of or resulting from the Party's breach of such representations and warranties respectively.

17.5 Nothing in this Contract shall be construed as a requirement or an agreement of either party to comply with any laws that would be penalizable or prohibited under laws applicable to the Parties.

Definitions

“**Governmental Authority**” any relevant governmental or regulatory authority, institution or agency which administers applicable economic, sectoral, financial or trade sanctions of applicable jurisdictions, including, but not limited to:

- a) the United Nations,
 - b) the United States of America,
 - c) the European Union,
 - d) the United Kingdom,
 - e) Switzerland, or
 - f) the respective governmental institutions and agencies of any of the foregoing including the OFAC, the United States Department of State, the United States Department of Commerce, Her Majesty's Treasury, the Hong Kong Monetary Authority, the World Bank, the State Secretariat for Economic Affairs (SECO) of Switzerland,
- “**Sanctions Laws**” mean any economic, sectoral, financial or trade sanctions laws, regulations, embargoes adopted, administered, enacted or enforced by any Governmental Authority.

“Sanctions Restricted Person” means any person or entity that is:

- (a) listed in any Sanctions Laws related list of designated persons maintained by any Governmental Authority;
- (b) organised or resident in a country or state which is the subject or target of any country-wide Sanctions Laws or resident in a country or state nominated as a “Restricted Country and State”;
- (c) directly or indirectly owned or controlled by any person or entity listed in paragraphs (a) and (b) above;

“Restricted Country, State and Territory” means any country, state and territory listed below:

Unrecognized states

Nagorno-Karabakh Republic (Republic of Artsakh)

Republic of Somaliland

Islamic State of Iraq and the Levant

Territory known as “temporary uncontrolled by Ukraine, including territory of Lugansk region and Donetsk region”

Azad Jammu and Kashmir

States with limited recognition

Turkish Republic of Northern Cyprus

Republic of South Ossetia

Republic of Abkhazia

Sahrawi Arab Democratic Republic

State of Palestine

Republic of Kosovo

High Risk Countries

Iran

Iraq

Syria

Sudan

Cuba

North Korea

Zimbabwe

Somalia

Lebanon

Burundi

or any other country or state notified by the respective Party in writing

18. Termination

18.1 Seller is entitled to terminate the Contract with immediate effect if (i) the Buyer files an application with any competent authority for the bankruptcy or (ii) any resolution regarding such application being passed by the party's corporate body or (iii) if the Buyer becomes insolvent or (iv) if liquidation proceedings has been started by a final and binding court decision or (v) Buyer ceases delivery or payment or (vi) Buyer is in breach of any of the foregoing representations and warranties or (vii) Buyer is in breach of clause 15 Anti-bribery / Anti-corruption measures, clause 16 Conflict of interest and/or clause 17 Sanctions clause.

Please be informed that any personal data such as name and business phone number (no private data) related to any business transaction with EuroChem will be saved in our computer system and possibly transferred within the EuroChem Group of Companies for purposes related to this business transaction for a period of time required by law.

Registered Office: Mannheim, HRB 706561 AG Mannheim

Managing Director: Franz Prieschl