

**EUROCHEM ANTWERPEN NV - CONDITIONS OF PURCHASE****1. Acceptance and interpretation of the conditions of purchase**

1. Any Supplier who is planning to supply/supplies goods, materials, works or services (hereinafter called: Supplier) to EuroChem Antwerpen NV (hereinafter called: EuroChem), shall accept the application of these conditions of purchase (hereinafter called: the Conditions).

The acceptance of the Conditions is not subject to any formalities. Amongst others, the following actions constitute acceptance of the Conditions without any reservation:

- Providing EuroChem with a tender.
- Providing an order confirmation based on the purchase order provided by EuroChem.
- The supply or execution of the contract.

**The application of any terms and conditions of the Supplier is explicitly excluded.**

2. Only EuroChem's purchase order (hereinafter called: the Purchase Order) and these Conditions shall together constitute the entire contract between EuroChem and Supplier.

If any of the provisions of these Conditions are inconsistent with or contradictory to the specific terms of the Purchase Order, the specific terms of the Purchase Order shall apply. If any of the provisions of these Conditions are inconsistent or contradictory, the provisions which are most beneficial for EuroChem shall apply.

3. These conditions apply to all Suppliers for all matters, being it goods, materials, services or works. In this regard, some of the conditions might be more relevant than others, depending on the subject matter and Supplier. It is the sole responsibility of each Supplier to carefully read, understand and consider the content of all conditions prior to the execution of the contract.

It is the sole responsibility of Supplier to notify EuroChem of any ambiguities, discrepancies, errors or omissions in the contract prior to its execution and to obtain the necessary interpretation and/or clarification from EuroChem. Supplier shall not in any way be relieved of any obligation under the contract in respect of any discrepancy, error or omission which ought to have been apparent to a professional Supplier.

4. Any deviation from the rules in this article must be confirmed in writing by EuroChem.

**2. Tenders**

1. EuroChem will request in writing a Supplier to provide a Supplier's tenders (hereinafter the "Tender"). The Tender shall be binding for the Supplier only. A Tender must be definite, detailed and complete and must contain everything which is required for the full supply, in working order, of the goods, materials, services or works offered.

2. The Tender must be in conformity with all statutory and administrative provisions applicable in Belgium at that moment.

3. The Tender is free of charge for EuroChem and will not create any obligations for EuroChem. If EuroChem requests additional information on the Tender, Supplier shall provide this information free of charge and on the conditions imposed by EuroChem.

4. If the Supplier has any questions or objections about the request for a Tender or additional information from EuroChem, for example about the technology, the safety and the environment, the practicality, the cost price or the system of payment, then he shall notify EuroChem, at the latest on the agreed date, together with an alternative Tender. If no such requests have been made, all information provided by EuroChem shall be deemed to have been clear and accepted by Supplier.

**3. Purchase Orders**

1. Upon receipt and evaluation of a Tender, EuroChem May issue a Purchase Order at its sole discretion. Non-issuance of a Purchase Order, will never give rise to a right for compensation for a Supplier.

Purchase Orders issued by EuroChem can only be binding insofar as they are in writing. Oral or telephone orders must always be confirmed by means of a written Purchase Order from EuroChem.

EuroChem is only bound by these written Purchase Orders insofar as EuroChem receives within 10 working days after issuing the Purchase Order a written order confirmation signed by an authorized representative of Supplier.

If the Supplier does not confirm the Purchase Order within the stated period, EuroChem may unilaterally decide that the Purchase Order is expired even if, in the meantime, the Supplier confirms the Purchase Order. As long as the Supplier has not confirmed the Purchase Order as described above, EuroChem shall be entitled to cancel the Purchase Order by providing written notice to the Supplier, without EuroChem being liable for any payment of damages or other compensation to the Supplier.

2. EuroChem is allowed to introduce changes relating to the size and/or scope of the agreed upon order for the provision of goods, materials, work or services. If such changes (might) have an effect on the price and the period within which the order must be carried out, the Supplier will be obliged to inform EuroChem in writing within 10 working days of receiving such notification of any changes in prices and/or terms, in default whereof the Supplier will be fully obliged to apply the initially agreed price and observe the initially agreed term of delivery.

Should the Supplier wish to implement changes relating to the size and/or scope of the agreed upon order for the provision of goods and services, such changes should be discussed with EuroChem in advance and the implementation of such changes will only be allowed if they have been confirmed in writing by EuroChem.

**4. Terms of delivery**

1. All the terms of delivery and execution must be applied strictly. The Supplier must comply with the agreed dates of delivery or dates of execution of works and materials, the agreed upon location of delivery, the risks, costs, etc.

If such terms are exceeded, EuroChem shall be free to either demand execution of the contract, or declare the contract dissolved immediately and ipso jure, without prejudice to any (liquidated) damages.

2. Without prejudice to the exercise of any other rights accruing to EuroChem, EuroChem has a right to obtain from Supplier liquidated damages at a rate of one percent [1 %] of the total contract price for each started week of delay, in the event of delay in the execution of the contract (even if such delay should not affect the final delivery day). The total amount of liquidated damages for each consecutive period of delay is not to exceed twenty per cent [20%] of the contract price. EuroChem can either claim the amount of the liquidated damages from Supplier or withhold the amount of liquidated damages from any payment due. Parties agree that the abovementioned amounts represent a realistic estimation of the damages incurred by EuroChem. However, in case the real damages and costs incurred by EuroChem are higher, EuroChem can claim these damages and costs.

3. Liquidated damages are not due when 1) Supplier provides evidence in writing that the delay is caused by actions of EuroChem, 2) the Supplier proves that due to Force Majeure it was absolutely impossible for him to observe the agreed terms, and if, within one working day after he had knowledge of the Force Majeure, he has notified EuroChem thereof in writing.

In both cases the terms of delivery – after consultations between parties – will be modified (extension of time, delivery of similar goods, etc.).

4. EuroChem has the right to suspend the delivery of the services/goods without any compensation for Supplier.

#### **5. Transfer of ownership and risk**

1. Ownership of and rights to any part of the goods/materials delivered or services performed, whether completed or not, shall immediately upon delivery vest in EuroChem.

Any clause which postpones the transfer of ownership or entails any reservation regarding this transfer cannot be raised against EuroChem. The unilateral inclusion of a reservation of title clause in the general terms or any other document of the Supplier (or contractor) is not opposable to EuroChem.

Supplier warrants clear, unencumbered and good title to the goods/materials and services, free of liens (being any preferential right or lien). In the event any lien is filed, claimed or registered by any person against any goods/materials or services Supplier shall take all necessary steps to immediately discharge such lien and indemnify and hold EuroChem harmless in respect of any loss or damage incurred by EuroChem in connection therewith.

2. Notwithstanding the immediate transfer of title and ownership, Supplier shall be responsible for care, custody, control and risk of loss of all goods and services until the goods or services have been fully delivered and accepted by EuroChem.

#### **6. Quality management systems, sustainable development inspections and on-site performance of works and services**

1. The Supplier shall at all times observe a quality management system in conformity with ISO 9001 and have it certified. At the request of EuroChem, Supplier shall provide EuroChem with a declaration of conformity to ISO 9001. EuroChem is also entitled to audit this quality management system itself or with the help of a third party or third parties, to inspect the compliance with the system and to demand possible postaudits. The Supplier shall bear all costs for the obtaining of these quality management system certificates.

The Supplier shall at all times carry out its activity in accordance with sustainable development principles and obeys the highest international standards on health and safety at work, environmental protection, work and human rights, as well as responsible business management (hereinafter referred to as "SHE Standards").

In addition, the Supplier shall at all times comply with all the applicable statutory and administrative provisions, including with respect to technology, quality, health, safety and environment.

2. The Supplier who performs works or services (including deliveries) on the EuroChem site shall in addition to the abovementioned obligations, comply with the regulations for safety and environment applicable on the EuroChem premises and must possess the necessary internal permits of either BASF or EuroChem.

The relevant conditions are available on the website of BASF Antwerpen N.V. (EuroChem's site partner): [www.Basf.com](http://www.Basf.com). Supplier should request EuroChem to provide it with the relevant login, prior to the start of the delivery. The Supplier warrants to have read and to understand these conditions.

BASF Antwerpen N.V. has an accredited internal security service, authorized to perform exit controls within the framework of the Act of 10 April 1990 on private and personal safety. The Supplier consents to be subject to such exit controls and guarantees that every person acting in its name or on its behalf in connection with the performance of works with EuroChem on the site of BASF Antwerpen N.V., has consented to being subject to these exit controls.

3. EuroChem shall at all times be entitled to inspect the soundness and the conformity of the goods/materials/services in the Supplier's workshops or at the EuroChem premises. When requested by EuroChem, Supplier shall ensure that EuroChem can inspect the conformity of the goods/materials/services at the workshops/premises of a third party. Both parties shall bear their own costs in this. If new inspections are necessary, as a result of defects or because inspection could not be carried out, the Supplier shall bear all the costs of these new inspections, including the personnel costs of EuroChem.

The Supplier must at all times, and certainly after execution/termination of the contract, at its own expense forthwith dismantle and remove its plant, tools and equipment. Any waste or debris produced by the Supplier's work must be promptly removed and disposed of appropriately by the Supplier at its own expense. If the Supplier does not fulfill its duties in this regard, EuroChem may undertake the work itself or have it undertaken by a third party and charge the costs/damages incurred to the Supplier.

4. The guarantee/warranty obligation (including the guarantee/warranty for visible defects) of the Supplier shall not be influenced by the provisions of this clause. In any case, an inspection by EuroChem under this article shall in no way constitute a waiving of rights by EuroChem.

#### **7. Shipping, Packing and origin of goods**

1. The Supplier guarantees that the goods and services are accompanied upon delivery by all relevant documents.

Where necessary, the Supplier shall complete these documents, fulfil the related formalities and send them back to EuroChem (or to the third party of parties involved) as quickly as possible. In case the Supplier is either late in fulfilling or fails to fulfil his obligations concerning documents, EuroChem reserves the right to claim all costs and damages from Supplier, including amongst others covering its administrative costs by deducting an amount, on the invoice at issue, or on any other invoices which the Supplier shall submit.

Documents have to be presented at the counter as well as accompany the consignment. The documents must at least be provided with the following data: a) EuroChem order number; b) EuroChem position number; c) short description, d) number (and unit) e) gross weight (for each separate shipment that weighs more than 500kg) f) insofar as available: inventory, spare-part, warehouse and motor numbers.

2. When the Supplier receives identification labels from EuroChem he must fix these in an adequate and permanent way on the equipment, near the Supplier's own identification label. Deliveries which have no order number, must in any case mention the person and department or plant whom the goods are intended for.

3. Delivery addresses:

Delivery by truck, rail (general cargo and express goods) and by mail: "contact person or department", EuroChem Antwerpen NV, Gate 6 or 7, Scheldelaan 600, Haven 725, B-2040 Antwerpen.

Delivery by rail (full cargo-loads): EuroChem Antwerpen NV, Scheldelaan 600, Haven 725, B-2040 Antwerpen 4, Station: Antwerpen D.S., Connection railroad BASANT 24952

Delivery by ship: EuroChem Antwerpen NV, Kaai nr. 709/753/775, Kanaaldok B3, B-2040 Antwerpen 4

Delivery by air: via Transami Air Cargo, Luchthaven Deurne, Freight Building, B-2100 Deurne, Airport Destination: Antwerp Belgium, delivery at the same address as delivery by truck.

4. Unless agreed otherwise, goods shall be shipped on a DDP basis in accordance with Incoterms 2010. Unless agreed otherwise, goods shall be accompanied by two copies of a delivery confirmation document, a bill of lading, certificates of purity and test certificates in accordance with the defined specification, and other necessary documents. The Supplier must fulfill all the legal and administrative regulations in connection with

transport, forwarding, packing, insurance and labelling. In the case of goods imported from third countries, shipment documents shall include information confirming the goods supplied have been cleared.

Bills of lading shall include the following detailed information (if known): order number, net and gross weight, the number and type of packages (disposable/indisposable), delivery date, Destination Place (unloading place), a consignee's data. The same information shall be also indicated on the external package.

5. In any case, the Supplier himself must arrange clearance of all goods (assembly tools, scaffolds, auxiliary material,...) owned and used by himself at EuroChem at its own costs.

Prior to the delivery of heavy pieces exceeding 10 tons, and prior to delivery of goods by ship, the Supplier must make detailed arrangements with the forwarding department and the internal transport department of EuroChem Deliveries with lorries longer than 18 metres must be reported in advance to the goods delivery entrance. When the consignment is delivered on pallets, only Europallets are to be used. The height limit of the goods stacked on the pallets is 1.6 meter. Exceptions can only be granted after mutual consent with the goods reception. Goods have to be properly packed for transport and of course comply with all relevant transport regulations (ADR, etc.).

When the goods are delivered by ship, following information must be given after completion of loading: date of departure, name of the ship, ship owner, ship's agent in Antwerp, expected day of arrival.

The delivery of goods by lorry may only take place from Mondays to Fridays (except on holidays, on days that EuroChem considers equivalent to holidays, and on mandatory days-off) during the following opening hours; gate 7: from 8.15 a.m. to 11.45 a.m. and from 12.45 p.m. to 4 p.m., gate 6: from 6.15 a.m. to 9.15 p.m. Deliveries outside these hours may only take place after prior written agreement with EuroChem.

6. Any costs due to non-compliance with the forwarding instructions will be for account of the Supplier.

## **8. Staff of Supplier and social, labour and fiscal requirements**

1. The Supplier must perform the services, works or deliveries using sufficient, qualified staff. The Supplier undertakes only to employ employees who have the requisite knowledge and skills to perform the work according to the rules of the art and according to the highest professional standards.

By accepting these contract terms, the Supplier confirms that every staff member is at least 18 years of age, is in possession of all legally required authorisations, permits and certificates and shall observe all the health, safety and environmental regulations. Every staff member might be required to show that he is aware of and understands the above. Every staff member must be capable of communicating in one of the following four languages: Dutch or English. If staff of the Supplier or its (sub)contractors do not satisfy these conditions, (i) EuroChem and/or BASF Antwerpen N.V. is entitled to refuse or withdraw access to the plant site in which case EuroChem and/or BASF Antwerpen N.V. will inform the Supplier of this, so that it can immediately take the necessary steps, and/or (ii) EuroChem is entitled to terminate the contract with immediate effect. Such remedies shall not lead to any damages/costs being awarded to Supplier, but EuroChem may recover from the Supplier any and all such damages/costs.. The Supplier will avoid frequent replacement of its employees entrusted with the execution of the contract. An employee must always be replaced by an employee with at least equivalent qualifications, experience and expertise.

The work clothing of the Supplier's staff shall clearly bear the name of the firm. The Supplier has the exclusive power, command and control over its personnel. The Supplier guarantees that all instructions given to him will be passed on to all its employees, its contractors and their employees and those of any of their subcontractors. There shall be no direct employment relationship whatsoever between the Supplier and/or its personnel, on the one hand, and EuroChem, on the other. Supplier

declares and recognizes that employees charged with carrying out any work are exclusive, indivisible and nontransferable and work under its authority, direction and supervision

2. Supplier declares that it is explicitly aware of all legislation applicable to the delivery of the goods and/or services, including those on taxation and social security, residence rights, work permits, safety, wellbeing at work and general working conditions. Since breaches of these regulations can be subject to a criminal penalty, Supplier must seek professional legal advice on these topics from a Belgian legal advisor.

Supplier guarantees to respect all applicable laws and regulations related to the staff (e.g. social, labour, fiscal) during the entire duration of the Contract. This includes, but shall in no way be limited to; the laws regarding the compulsory electronic attendance registration of employers and employees (dimona and/or limosa), the laws regarding prohibition of employment of illegals, the laws regarding welfare at work, etc. Supplier is solely responsible for requesting assistance from EuroChem to ensure compliance with all applicable laws and regulations.

3. Where opportune, Supplier shall provide an experienced and expert site manager who will also ensure smooth progress of the works on the site. This site manager must be present or available full-time and must at any time be able to provide a list of staff members present on the site. He must have the necessary authority and skills, in terms of both organization, management and supervision of the work and of the staff and with respect to health and safety. Staff supervising the work shall be present in sufficient numbers and shall be able to communicate fluently with both the workers and EuroChem. The site manager will pass on all instructions given to him by EuroChem to all the employees of Supplier, its contractors and their employees and those of any of their subcontractors.

4. The Supplier shall hold all approvals and licences required by law for the performance of the contract. If requested, the Supplier shall submit a copy of its approvals and licences required by law together with the tender. He shall immediately inform EuroChem of any alteration. If difficulties arise about this as a result of the Supplier's negligence, EuroChem reserves the right to dissolve the agreement ipso jure, as well as to recover the extra costs incurred by it and any fines from the Supplier.

5. Without prejudice to EuroChem's rights and obligations within the framework of the legislation regarding the joint and several liability for social and tax liabilities and salary debts ("*loonschulden*") of a (sub)contractor, Supplier provides EuroChem a certificate regarding the social and tax liabilities and salary debts of the Supplier and/or of its (sub)contractors. EuroChem reserves the right, if need be, to terminate the agreement with immediate effect and without any costs. Supplier warrants that it will immediately and without further discussion indemnify EuroChem for any and all such costs and any such fines as EuroChem may have incurred as a consequence of the aforementioned legal system of joint and several liability for the social and tax liabilities or salary debts both for itself and its subcontractors.

6. If the report and/or inspection of the work to and/or by the National Social Security Office (RSZ) or another competent government service for the building site is required, Supplier must, before commencing the work and at every intervention of subcontractors during the execution of the work, report this and provide the necessary information in accordance with the provisions of the legislation applicable.

## **9. Subcontractors**

1. The Supplier may order third persons (in particular any types of subcontractors) to partly perform the agreement only subject to EuroChem's prior written consent. If the Supplier intends to hire a third party subcontractor to carry out part of the agreement, it shall notify EuroChem when it submits its Tender. If, during the execution of the work, subcontractors intervene, the Supplier must notify EuroChem of this in advance and request prior written consent. In the event of the failure to provide the aforementioned notifications, EuroChem will deduct



5% of the value of the work excluding VAT from the payment to the Supplier.

2. The contract may not be transferred or subcontracted, in whole or in part. The acceptance by EuroChem of another contracting partner or a subcontractor will not release the Supplier from its obligations vis-à-vis EuroChem.

The Supplier will at all times impose compliance with the obligations on the subcontractor under these General Terms and Conditions. The Supplier is also bound to give indemnity to EuroChem for all damages, costs, expenses, fees, fines and interest imposed because of non-compliance with these obligations.

If EuroChem agrees in writing to a proposed subcontractor of the contracting partner, the Supplier will monitor the fulfillment of this subcontractors social and fiscal obligations.

#### **10. intellectual or industrial property**

1. The Supplier shall indemnify EuroChem against any claim from a third party and against any damage on account of established or alleged violations by the supplied goods of the industrial or the intellectual property.

2. In case of delivery of goods and unless otherwise agreed upon, the Supplier shall grant a royalty-free, assignable, exclusive, perpetual and worldwide licence to EuroChem to use all plans, drawings, graphics, calculations and other documents developed in connection with the goods recorded on carriers in any known form like electronic media, Internet, online media, recorded in devices used to store graphical, audio and visual data.

In case of delivery of services and/or works and unless otherwise agreed upon, the Supplier shall grant ownership to EuroChem of all intellectual property rights related to these services.

#### **11. Discontinuation or change of manufacturing**

In case of discontinuation or change of manufacturing the Supplier shall inform and advice EuroChem regarding new products and possibilities for replacement of these products. Modifications in the composition of the sold good and/or in the production process of the Supplier, which (might) have or has an impact on the use which EuroChem wishes to make of these goods, may be implemented by the Supplier only after securing prior approval from EuroChem.

#### **12. Guarantee/Warranty**

1. The Supplier guarantees that the supplied goods or services, the works executed, and the parts and materials used, meet the agreed specifications and qualities, are free from all visible and hidden defects, that they are in conformity with the stipulations of the contract, with the state of the technology, with all statutory and administrative provisions, and with the normal requirements of usefulness, reliability and life span. EuroChem shall not be obliged to conduct immediate examinations.

2. The Supplier provides the abovementioned warranties for a period of at least 3 years after date on which the goods/works came into service. If any part of the material, goods or work is repaired or replaced during this warranty period, a new warranty period for a period of 3 years on all goods, material or services shall become effective starting from the date on which the part has been repaired or replaced or the service has been rendered to EuroChem's satisfaction.

Insofar as they offer greater protection to EuroChem than the warranty period described above, the Supplier shall be obliged to fulfill all legal warranties for goods, materials, services, such as, but not limited to, the warranties described under article 1641 civil code, article 2270 civil code, the law of 25 February 1991, etc.

3. During the guarantee/warranty period the Supplier shall guarantee the immediate and completely free repair of the supplied goods or services, except if he proves that the defect to the goods or services are

exclusively caused by EuroChem. He shall bear all costs including those of assembly, disassembly and transport. In urgent cases or in case of delay, EuroChem may repair or procure the repair of those defects itself and can recover the costs from the Supplier, on condition that EuroChem has notified the Supplier of this intention.

In case of a serious defect EuroChem may however also choose to demand a price-adjustment or may decide that the contract will be dissolved ipso jure, without prior notice being necessary.

4. In addition, EuroChem shall in all cases be entitled to compensation for all damages caused by the defect, and the Supplier shall hold harmless and indemnify EuroChem from any claim for damages lodged by third parties.

5. Defective goods, parts, services works or material shall remain at the disposal of EuroChem until they have been faultlessly replaced.

6. The Supplier is obliged to inquire about the use which EuroChem will make of the sold goods and guarantees that the sold goods are suited for this use.

#### **13. Liability**

1. Parties shall be liable for all damages in line with the applicable Belgian law (including pre-contractual liability).

2. The Supplier shall hold harmless and indemnify EuroChem from claims of third parties, for example but not exclusive, for damage caused by the end product which was produced with the sold goods but which is due to a defect in the goods sold by the Supplier to EuroChem. The scope of this obligation will extend to any and all costs suffered by EuroChem as a result of claims from third parties such as, but without being limited thereto, court costs, administration of justice fees, lawyer's fees, surveyor's fees, compensations, fines and convictions in general

3. EuroChem shall not be liable for loss or damage of any of the Supplier's appliances, objects or materials. If the Supplier suffers damage as a result of actions or negligence by third parties in respect of itself, the Supplier may not address EuroChem but shall directly address those third parties.

4. If several Suppliers and/or subcontractors are either collaborating or are working independently of each other on the same work and it is not possible to determine which party caused the damage, each Supplier shall be jointly and severally liable to compensate EuroChem.

5. The Supplier is liable for the management, use and guarding of the materials, tools, workshops, etc. which EuroChem places at its disposal. It must return them in the same condition as it received them.

6. EuroChem cannot be held liable for total or partial failure of energy supplies.

#### **14. Insurance**

1. The Supplier shall subscribe appropriate insurance policies to cover all the aforementioned liability risks, such as the goods, services, work and its contractors, agents employees. This insurance shall be maintained at the expense of Supplier. Evidence of the amount of insurance coverage for each occurrence of damage shall be provided to EuroChem upon request.

2. The Supplier's liability shall not be limited by his insurance obligation, nor by the cover provided by that insurance.

3. The Supplier shall appropriately mark all objects which he uses on the premises of EuroChem, and which remain his property, and sufficiently insure such objects against fire and all other risks, with waiver of recourse in respect of EuroChem.

4. Supplier must have taken out a sufficient accident insurance for its employees in accordance with the current legislation, waiving its right of recourse against EuroChem. Supplier must have such waiver of right of recourse included in the policy by its insurer. In addition, Supplier

undertakes to oblige its subcontractors to take out a sufficient accident insurance for their respective employees (i.e. the subcontractor's employees) in accordance with the current legislation, waiving their right of recourse against EuroChem. Supplier guarantees that its subcontractors will have such waiver of right

## 15. Prices, invoicing and payment

1. The price as described in the Tender and Purchase Order shall be an all-inclusive, fixed price.

The price includes all goods, material, services and work, including the additional supplies, services and work required for the perfect and complete execution of the contract, even if this is not explicitly described or provided for in the contract.

The price includes all costs and taxes including, but not limited to, all transport costs, overhead expenses, insurance costs, taxes (except Value Added Tax), the dispatch costs, customs duties, levies and charges necessary for Supplier to perform his duties and obligations under the contract. All taxes, duties, levies, imposts and other government charges with respect to this contract and its execution, which are imposed, directly or indirectly, prospectively or retrospectively by any government shall be borne by Supplier.

If such taxes, duties, levies, imposts and other government charges are paid by EuroChem, Supplier shall immediately reimburse EuroChem. EuroChem is entitled to withhold the amounts from any payments if required by law or governmental regulation. The remittance of such withholding by EuroChem to the respective governmental authority will relieve EuroChem from its according payment obligation under this contract. EuroChem shall strictly adhere to the conditions and rates applicable under the law, practice or policy of the relevant authority, unless Supplier provides EuroChem, at Supplier's expense with a legally binding ruling from the relevant authority granting the EuroChem the approval for a reduced withholding. Supplier shall ensure full cooperation in providing all necessary information in order to enable EuroChem to fulfil his withholding obligations.

2. Invoices will only be taken into account if they: a) are issued after acceptance of the delivery; b) mention all required legal provisions, including those related to the VAT; c) are addressed to EuroChem Antwerpen NV, Scheldelaan 600 - Haven 725, attn. Finance dept., building B510, 2040 Antwerpen, Belgium; d) mention the date and way of transport, delivery conditions, price calculation, prices per unit and the total price; e) are issued for every order separately

3. Payment shall only be due upon receipt of a valid invoice.

EuroChem shall pay such sum as is due to Supplier within sixty (60) days after receipt of the corresponding invoice by direct bank transfer (SWIFT). All payments to Supplier shall be net payments without addition of bank fees, transfer charges or similar costs.

4. EuroChem may refuse to release in whole or in part any amount stipulated in Supplier's invoice because of: (i) defective it goods, materials, services or works, or (ii) failure of Supplier to make payments to its employees, the social security and fiscal authorities, a subcontractor or any other third party involved in the performance of the contract (iii) unrepaired damage to goods, materials, services or works or third parties caused by the execution of the contract or (iv) any other failure of Supplier to perform his obligations in accordance with the contract.

Payment by EuroChem does not imply acceptance of the quality or confirmation of the conformity of the supply and/or work performed and/or services and does in no way influence the liability of the Supplier.

5. The Supplier accepts that all amounts payable by or to EuroChem shall be set off against the amounts that Supplier owes or will owe to EuroChem, even those amounts that are not yet fixed and payable, based both on this order due to non-performance or poor performance of some or all of its obligations as well as under other contracts.

Furthermore, if the Supplier does not perform its obligation(s) properly or in good time (e.g. in accordance with article 4 above), EuroChem has the right to suspend all its payments (also from other orders) or to consider the contract(s) as dissolved, without the Supplier being entitled to compensation and without prejudice to the exercise of any other rights accruing to EuroChem.

Delay interest because of late payment by EuroChem may only be charged after EuroChem has been formally notified by Supplier. In this event, the lower of the following interest rates shall be owed: either the 3-month interbank rate (BIBOR or euro-interest-rate-applying on the date of the formal notice), or the legal civil interest rate applying on the date of the formal notice. The same rates shall apply if judicial interests are awarded.

## 16. Termination of the contract

1. EuroChem can cancel the agreement unilaterally at any time, provided that it compensates the Supplier for what has already been delivered or performed properly and for the cancellation costs demonstrated by the Supplier. No compensation shall be paid for loss of profit.

2. If a party fails to fulfil its contractual obligations, the other party can dissolve this agreement and all orders in hand and/or placed ipso jure by registered letter, without prejudice to its right to compensation. Serious shortcomings are considered to be, for example but not exclusively, repeated failure to comply with the warranty obligation, failure to comply with the safety provisions or the ESG Standards, failure to pay its social, tax or salary debts, not (or no longer) being in possession of the required permits or approvals, using staff which do not (or no longer) possess the required authorisations, permits or approvals, events which undermine the creditworthiness of the party (e.g. bankruptcy) or which make the successful performance of the works uncertain.

3. If the contract is no longer useful for EuroChem, it shall ipso jure and without reminder be entitled to declare the mutual obligations partly or completely dissolved. Supplied materials and paid advantages shall immediately be collected respectively paid back by the Supplier.

## 17. Force Majeure

1. "Force Majeure" shall mean any exceptional event or circumstance which renders a performance under the Agreement impossible or causes a delay and: (i) which is beyond a Party's control, and (ii) which, having arisen, such Party could not have foreseen and avoided or overcome.

2. Force Majeure may include, but is not limited to, exceptional events and circumstances of the kind listed below: (i) government action or trade embargo (ii) war or hostilities (iii) riot or civil commotion (iv) epidemic (v) earthquake, flood, fire, lightning or other natural physical disaster. Changes in economic conditions or changes in the financial condition of the Supplier or any other (sub-)contractors shall never constitute a Force Majeure event. Labor force shortages or the inability to retain qualified personnel (other than as a result of a Force Majeure event) shall never constitute a Force Majeure event.

3. If a Force Majeure event or circumstance occurs and a Party is, or will be, prevented from performing any or all of its obligations under the Agreement, then it shall give notice under the Agreement to the other Party of the event or circumstance constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within two days after the Party became aware, or should reasonably have become aware, of the Force Majeure events.

4. Provided that the other Party accepts the notice, both parties shall be excused from performance of the obligations so notified for so long as the Force Majeure event or circumstance reasonably prevents the claiming Party from performing them. Neither Party shall unreasonably withhold acceptance of a Force Majeure notice.

5. Unless otherwise agreed, the Party invoking Force Majeure shall bear in full the cost and expense arising out of each and every Force Majeure event or circumstance.

#### **18. Confidentiality, non-disclosure and publicity**

1. Any information which the Supplier receives directly or indirectly from EuroChem and any plan or document which he produces in the execution of the order, is confidential. They shall not be communicated to any third parties without prior written consent from EuroChem and shall exclusively be used for the execution of this contract. In addition, the Supplier undertakes to take any and all necessary and suitable measures and actions to efficiently protect the obtained confidential information at any time against loss as well as against any unauthorized access. This includes, in particular, the provision and maintenance of adequate and necessary entrance and access measures for rooms, containers, IT systems, data carriers and other information media, in or on which confidential information is provided, as well as the implementation of appropriate instructions for any such persons as are authorized to handle confidential information. The Supplier undertakes to inform EuroChem in writing immediately in the event of any loss and/or unauthorized access to confidential information at the Supplier.

2. The Supplier shall share the information amongst his employees on a need-to-know basis and impose the same confidentiality duty upon the employees appointed by him.

3. At the request of EuroChem or automatically, at the end of the Contract, the Supplier shall immediately return all written information and any produced document or plan, including all copies.

4. Except for prior written consent of EuroChem, the Supplier may not use the name "EuroChem" either in his publicity and advertisement publications, or in any other way.

#### **19. Privacy and personal data**

EuroChem processes all personal data in line with the EU General Data Protection Regulation (EU GDPR) 2016/679. The Personal Data Protection Policy is available on: <http://www.eurochemgroup.com/en/data-protection/>

EuroChem expects that all Suppliers at all times complies with the EU General Data Protection Regulation (EU GDPR) 2016/679 and shall, free of all charges, demand proof of such compliance.

#### **20. Assistance**

The Supplier shall assist EuroChem during any audits and controls carried out by administration authorities

in connection with the agreements.

#### **21. Nullity**

If any of the stipulations from the present conditions appear to be null and void, the remaining stipulations of these conditions shall remain unimpaired. Parties shall in such cases consult to replace the invalid stipulation with a stipulation which is most closely connected to the originally intended meaning of this stipulation.

#### **22. Applicable law and competent court**

This contract is governed by Belgian substantive law. The United Nations Treaty on International Sale Contracts involving Movable Property (Treaty of Vienna dated 11.04.1980) does not apply to this contract.

All disputes which could possibly arise from the present contract shall exclusively be within the competence of the courts of the District of Antwerp. Only EuroChem shall, in addition to this, retain the option to present the dispute before the court which is designated by virtue of general law.