



General Terms and Conditions of Sale YARA Industrial GmbH - effective as from 01 January 2012 -

I. Scope

The following Terms & Conditions shall apply to all deliveries, services, offers and acknowledgements of order by YARA Industrial GmbH ("YARA"). No subsidiary agreement, guarantee, supplementary agreement and/or modification that has been made or given orally shall be valid unless confirmed in writing by YARA. Buyer's deviating terms and conditions shall not be applicable unless YARA has acknowledged them in writing. Any deviation from the written form requirement shall be agreed in writing.

II. Offers and Contracts, Properties, Advertising, Advice

1. All offers shall be subject to confirmation. Contracts shall only be made effective by YARA's written confirmation, delivery or service or the issuance of an invoice. The same shall apply to any amendments, modifications and subsidiary agreements.
2. Specimens, samples, analytical and other data shall not be binding unless they have expressly been agreed to constitute properties of the products.
3. Pertinent uses identified for the products under the EU Chemicals Regulation REACH shall not constitute an agreement as to corresponding properties of the product, nor as to a use assumed under the contract.
4. Sales messages shall not be binding. They are not suited to extend the quality of the product by the properties advertised. YARA assumes no liability for them.
5. Any advice is given to the best of YARA's knowledge. Statements regarding the suitability and efficacy of YARA's advice shall not release Buyer from its obligation to make its own tests and experiments, in particular with regard to Buyer's intended use of the product.

III. Prices and Payment Terms, Set-Off

1. Unless expressly agreed otherwise, YARA's prices are quoted Ex Works or Ex Warehouse and are exclusive of the sales tax /VAT as applicable at the delivery date and prescribed by law. Unless fixed prices have been agreed by contract, the prices valid at the date of delivery shall be applicable. If relevant price factors, such as customs duty, government charges, freight, tariffs etc. change before the delivery date, prices shall be adjusted accordingly. If prices include carriage, they shall be subject to unimpeded transportation.
2. YARA's invoices are payable on receipt, cash or by remittance, strictly net, unless differing terms have been agreed in writing. Carriers, other suppliers or YARA's employees are not entitled to accept payments unless they have written authority. Payments by cheque will only be credited if they are unconditional.
3. If Buyer has not effected payment more than 14 days after receipt of the invoice and after expiry of the term of payment, Buyer shall be in default even without prior request for payment. In that case - even if such payment obligation originates from other transactions - or in the event that Buyer has stopped payments or its financial circumstances have significantly deteriorated, all other accounts receivable by YARA under any other contract shall immediately fall due for payment. In addition, YARA can exercise its proprietary rights to any goods that are still on hand and can return bills of exchange it has accepted, independent of their due dates, concurrently against cash payment. Buyer may no longer make use of discounts it has been granted. YARA can demand advance payment for open orders or any other suitable security, or can rescind the contract.
4. In the event of default, for which no a prior request for payment is necessary, YARA shall charge interest for the period of delay at the statutory rate and shall reserve the right to claim for further damage caused by such delay. Otherwise, clause III.3 shall apply.
5. Buyer shall have no right of set-off unless its counterclaims are undisputed or validly established.

IV. Delivery Time, Delivery, Force Majeure and Default

1. All delivery dates shall be non-binding unless expressly agreed otherwise. Unless agreed otherwise, the delivery period agreed shall commence upon the receipt of YARA's acknowledgement of the order, provided all the documents and information required for the execution of the order have been received, all technical and commercial details have been clarified, all the necessary approvals have been submitted and Buyer has fulfilled all other obligations. In the event of subsequent changes to the purchase order that impact delivery times, the delivery period shall be extended accordingly. The delivery dates agreed indicate the date the goods are loaded at the point of dispatch. Delivery by instalments shall be permitted.
2. If execution of the order is hindered by unforeseen circumstances - whether at YARA's location or that of its supplier - YARA shall be entitled to defer delivery for the duration of such disturbance or to cancel, wholly or in part, any portion of the contract that has not yet been executed.
3. Force majeure of any kind, including unforeseen disturbances of operations, transport or dispatch; fire; explosions; acts of god; high or low water; unforeseen lack of labour, energy, raw materials or supplies; strikes; lock-outs; war; unrest; acts of terrorism; government orders; incorrect or late supply by YARA'S suppliers or other impediments for which YARA is not responsible and that are beyond YARA'S control, which reduce, delay, prevent or render unreasonable contract performance, availability or dispatch of the products, shall, for the duration and extent of such disturbance, release YARA from its duty to perform. If the events of force majeure continue for more than six (6) weeks, YARA shall be permitted - in case of material disturbance - to withdraw from part or all of the contract; any payment already made by Buyer shall be immediately reimbursed unless it is set off against other accounts receivable. If impediments to performance are only temporary, the period of delivery or performance shall be extended and the delivery/performance dates shall be postponed by the period of the impediment plus a reasonable lead time.
4. Should YARA lose part or all of its sources of supply, YARA shall not be obliged to purchase from other suppliers. In that case, YARA shall rather be entitled to distribute any available quantities, taking into account its own requirements and other internal and external supply obligations.
5. If the quantities delivered are in excess or short of contractual quantities by up to 10 %, they shall be deemed to conform to the contract.
6. If the performance of YARA's delivery obligations is made impossible or delayed by the proper observance of obligations under public law in connection with the European Chemicals Regulation, as requested by Buyer, YARA shall not be liable for such impossibility or delay.
7. In addition to delivery of the goods, Buyer can claim compensation for any loss caused by the delay; in cases of ordinary negligence on the part of YARA, such

claim shall be limited to a maximum of 5% of the purchase price. As for the rest, part VII shall apply.

8. Covering purchases shall be barred in any case.

V. Passing of Risk, Dispatch and Acceptance

1. Unless expressly agreed otherwise in writing, risk shall pass to Buyer no later than at the time when the goods are made available to the carrier, forwarder or other person or organisation that is to ship the goods (Schickschuld, *obligation to be performed at the debtor's place of business*). This shall also apply if YARA uses its own means of transport. Dispatch route and mode of transport shall be at YARA's option; the selection shall be made with the care of a prudent businessman, and YARA or its servants shall be held liable for lack of care only in the event of damage caused wilfully or with gross negligence. At Buyer's request, the goods shall be insured for transportation at Buyer's expense.
2. When collecting the goods from the point of dispatch, Buyer and/or its agents shall be responsible for loading the vehicle and observance of the dangerous goods regulations.
3. For CIF/CFR sales, Buyer must ensure compliance with discharge times. Quay dues and demurrage (also if due to ice) as well as low-water or high-water surcharges shall be paid by Buyer. If shipment to the port of destination is not possible, YARA shall be entitled to head for the next open port. Buyer shall be entitled to name a different port.
4. If delivery is effected in tank vehicles, demountable tanks or railway tank wagons, Buyer shall be responsible for the trouble-free connection of feeding lines to the receptacle system, and shall ensure that all safety-related and environmental requirements for the delivery and acceptance of the goods are fulfilled. The carrier's obligations shall be limited to the operation of the vehicle's on-board installations.
5. Goods that have not been accepted shall be stored at Buyer's expense and risk and shall be invoiced to Buyer as goods delivered. Any demurrage and storage charges arising because Buyer does not - or only belatedly - fulfil its obligation to accept and take over the goods shall be paid by Buyer.

VI. Delivery Quantity and Quality

1. Calculations shall be based on the weight and quantities established at the place of loading, and if goods are loaded on board a vessel, on the weight as per bill of lading established by the cubic displacement method or weighbridge.
2. YARA's sales specifications, if any, shall be decisive for product quality. Any statement on properties or other indications of quality shall only be deemed guarantees if they have been agreed and are designated as such.
3. The findings and analytic procedures at the suppliers' plants shall be decisive for the determination of quality. Declarations of content for our fertilizers shall comply with the provisions of the German regulation on fertilizers. Fertilizers complying with these provisions shall be deemed supplied as per contract. Variations within the limits of these provisions shall not justify any price changes.
4. Deviations in quality shall be considered immaterial if the use of the goods is affected to a negligible extent only. Subsequent tests for nutrient contents shall be performed by officially recognised agricultural institutes. For this purpose and by way of precaution, Buyer shall be obliged to take a sample suited for evidence purposes in accordance with the Fertilizer Act before unloading.
5. Only if stored properly, can the products be used without impairment of their efficacy at least until the application period following their purchase.

VII. Requirement to Give Notice of Defects, Rights in Case of Defects, Liability, Limitation

1. Buyer shall examine on of the goods receipt whether they conform to the specifications of the purchase order and whether there is any visible (transport) damage, and shall notify YARA in writing of any defects no later than 3 working days after receipt of the goods (Saturdays excluded), and in the case of hidden defects as soon as Buyer becomes aware of them. If Buyer fails to give such notification, or if it uses, mixes or sells the goods, this shall be deemed unconditional acceptance. As for the rest, section 377 HGB (Commercial Code) shall apply.
2. Rejected goods shall be preserved in the condition in which they were when the deficiency was discovered for inspection and, if necessary, for examination by a sworn expert (preservation of evidence). Any costs arising shall be borne by the defeated party.
3. In the event of a claim for a defect, Buyer shall safeguard YARA's right of recourse against any third party. (e.g. fact finding by railroad authority, official gauging certificate, weighbridge ticket). Buyer shall take all necessary steps in this respect and shall inform YARA without delay. Any culpable contravention shall cause liability for damages on the part of Buyer.
4. If a complaint regarding a defect is justified and has been submitted in time, YARA can first offer Buyer a price reduction. If this is rejected by Buyer, YARA shall be entitled, at its own option, either to replace the quantity complained about or to refund the purchase price. If YARA is unwilling or unable to replace the goods, in particular if this would mean an undue delay for reasons that YARA is responsible for, or if a replacement delivery cannot be effected for other reasons, Buyer shall be entitled to cancel the contract.
5. For deliveries of technical equipment, including plant, appliances and devices - i.e. goods other than chemicals - Buyer shall, in deviation from clause 4, provide YARA the time and opportunity for subsequent improvement and/or replacement deliveries which YARA deems necessary; otherwise YARA shall be released from its liability for the consequences. Only in urgent cases if operational safety is jeopardised and/or in order to prevent disproportionate damage - in which case YARA shall be notified immediately - the Buyer shall be entitled to remedy the defect itself or have it remedied by a third party and to claim compensation for the necessary expenses from YARA. Ownership of replaced parts shall pass to YARA. Of the immediate expenses caused by the rectification of the defect and/or replacement, YARA shall bear, if the complaint proves to be justified, the costs of the replacement part including shipment. If the goods are at a place other than the place of performance, Buyer shall bear any resulting additional costs.
6. YARA shall assume no responsibility in the following cases: improper or inappropriate storage, rectification of the defect or modifications to the item made by Buyer or by a third party. This shall not apply where YARA is responsible.
7. If damage has occurred not at the supplied item itself (especially consequential damage), YARA shall not be liable - on whatever legal grounds - unless the damage





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was caused wilfully or by gross negligence or injury has been culpably caused to life, limb and health. If essential contractual obligations (cardinal obligations) have been breached, YARA shall also be liable in cases of slight negligence, but limited to reasonably foreseeable damage typical of such contracts.

8. The limitation period for claims for defects/liability claims shall be up to one year from the statutory commencement of limitation. This shall not affect liability for deliberate acts, fraudulent concealment of a defect, culpable breach of a cardinal obligation or liability for damage resulting from culpable injury to life, limb or health. In these instances, statutory limitation shall apply. It shall also in case of liability for other damage resulting from wilful or grossly negligent breach of duty by YARA, or from wilful or grossly negligent breach of duty by a legal representative or servant of YARA.

VIII. Reservation of Title

1. YARA shall retain title to all deliveries until it has received full payment of all debts resulting from the business relation, no matter on what legal basis, including future or contingent claims under contracts entered into now or at a later time.

2. Buyer can sell and/or utilise any goods that are subject to reservation of title in the ordinary course of its business, provided Buyer's claims from the resale of the goods shall pass to YARA and provided Buyer is not in default. Buyer is not entitled to any other disposal of the goods. Buyer shall not pledge the goods or transfer ownership by way of security. In the event of default or insolvency, Buyer shall notify its creditors of the assignment and give YARA the information and documents YARA requires to assert its title.

3. The goods subject to reservation of title shall be stored by Buyer at no cost for YARA. They shall be stored separately and at YARA's request shall be marked in a way that enables any third party to identify them as YARA's property. Buyer shall insure such goods against fire, water and theft.

4. Buyer hereby fully assigns to YARA any receivables (including any current account balance claim) to which it is entitled from the resale of goods under reservation of title or on any other legal basis (e.g. insurance, tort). YARA hereby accepts the assignment. YARA shall give Buyer the revocable authorisation to collect any receivables assigned to YARA for YARA's account in its own name. The authorisation to collect can be revoked any time if Buyer does not duly fulfil its payment obligations. Buyer shall not be entitled to assign this claim, not even for the purpose of collecting debts by way of factoring, unless an obligation is created at the same time for the factor to effect compensation directly to YARA in the amount of the receivables, so long as YARA has claims against Buyer. If Buyer includes a claim resulting from the resale of goods subject to reservation of title in mutual current accounts with its customer, the claim on current account shall be fully assigned to YARA. After the account has been balanced, it shall be replaced by the recognised balance, which will be deemed assigned to YARA in the amount of the original current account claim. If Buyer sells goods subject to reservation of title together with other goods not purchased from YARA, the assignment of the claim from the resale shall only hold in the amount of the resale value of the respective supplied items. At YARA's request, Buyer shall inform its customers of the assignment - unless YARA itself does not arrange for it to be done - and furnish YARA the information and documents required for the collection.

5. If Buyer receives a bill of exchange or cheque for goods subject to reservation of title which it has resold, it shall assign its claims under such bill or cheque to YARA and shall transfer ownership of the physical bill or cheque to YARA while holding the document in safe custody. Buyer shall hand such documents, indorsed, to YARA without delay. If Buyer does not obtain immediate possession of the documents, it hereby assigns to YARA its claim against any third party for the surrender of such documents.

6. Goods subject to reservation of title shall be processed on behalf of and authorised by YARA. In that case, YARA's reservation of title to the goods shall continue and refer to the processed goods. To the extent that the goods are processed together with other goods to which YARA has no title, YARA shall acquire co-ownership in the new items in the ratio of the final invoice value of the goods supplied under reservation of title to the other processed goods, at the time of processing. The same shall apply in the event of commingling and mixing of the products. If the commingling/mixing is effected in such a way that Buyer's contribution must be considered the main constituent, it shall be deemed agreed that Buyer transfers to YARA its share in the ownership and keeps the sole property or co-owned property so created in safe custody for YARA.

7. Buyer shall notify YARA immediately of any third-party enforcement measures against goods subject to reservation of title or assigned claims and shall surrender the relevant documents, and Buyer shall inform such third party of the reservation of title. If the third party is unable to compensate YARA for expenses arising in this respect in court and out-of-court, Buyer shall be held liable for such expenses.

8. YARA shall be entitled to inspect the goods subject to reservation of title during the usual business hours at the location of Buyer or Buyer's designee. At YARA's request, Buyer shall be obliged to grant YARA immediate access to these goods.

9. If a petition is filed to open insolvency proceedings on Buyer's assets, YARA shall be entitled to rescind the contract and to demand immediate return of the goods supplied. If Buyer fails to honour its payment obligations, it shall be obliged to surrender the goods subject to reservation of title. The expenses for the return of the goods shall be borne by Buyer.

10. Reservation of title shall only be claimed for that share of goods supplied by YARA whose invoice value covers the amount of debt still owed, including claims under any bill of exchange as well as return costs. If the security held by YARA exceeds the debt secured by more than 10 %, YARA agrees to return to Buyer, at Buyer's request, any security in excess of this amount. YARA shall select the security to be released at its discretion.

11. Claiming reservation of title rights shall not imply a rescission of contract.

IX. Trademarks

1. It is prohibited to offer or supply to any third party substitute products instead of YARA products under reference to such YARA products; the same applies to the use of YARA product names, protected or otherwise, in connection with the word "substitute/replacement" or terms of equivalent meaning, or to the combination or juxtaposition of YARA product names and names of substitutional products in price lists and similar business documents.

2. It is also prohibited when using YARA products, in particular branded products, for purposes of production or further processing, to use YARA product names, in

particular its trademarks, on such goods or their packaging or associated literature and advertising materials without YARA's prior written consent, and in particular in declarations of ingredients. The supply of products under a brand name shall not be deemed permission to use such brand name for other products manufactured from them.

X. Export/Import Permits.

1. YARA and Buyer shall cooperate to obtain from the relevant authorities any export or import permits required. Buyer shall bear the risk of failure to obtain an export or import permit.

2. If no export and/or import licence is eventually issued, YARA shall be released from its duty to supply the contractual goods. Buyer shall be obliged to bear all the expenses that have arisen by that time. To the extent possible, Buyer shall be permitted to collect the goods from YARA within one month from the final refusal of a permit and to utilise them in any other manner. If Buyer makes no use of this right, YARA shall be entitled to sell, at Buyer's expense, the components installed so far and/or the goods. However, YARA is under no obligation to sell. If excess proceeds are obtained by such utilisation, they shall be paid to Buyer after deduction of all costs, banking expenses etc.

3. If there are special requirements or formalities in Buyer's country for the transfer of ownership in items supplied or security furnished, Buyer shall be responsible for their observance at its own expense.

XI. Place of Performance, Legal Venue, Governing Law, Data Protection

1. The place of performance for deliveries shall be the respective point of delivery, and for payments it shall be the location of YARA's domicile.

2. If Buyer is a "merchant" (*German Commercial Code*), the legal venue for litigation between the parties (except as provided in sentence 2) arising from a contract or otherwise and also at an international level, shall be the court having jurisdiction over the subject matter at the location of YARA's domicile. YARA shall also be entitled to bring an action or institute other legal proceedings at Buyer's domicile or any other court of justice that has jurisdiction under national or international law.

3. The parties agree that the laws of the Federal Republic of Germany shall be applicable, to the exclusion of the law on the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980, as amended from time to time.

4. In addition, the INCOTERMS issued by the International Chamber of Commerce, as amended from time to time, shall be applicable.

5. YARA shall be entitled to process and store data regarding Buyer which it has received in connection with the business relationship - even if they have been obtained from a third party - as provided by the Federal Data Protection Act, or have them processed and stored by a third party commissioned by YARA.

XII. Severability, Modifications, Amendments

Should all or part of any provision of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected. The parties agree that they will endeavour to arrive at an agreement that comes as close as possible to the parties' original economic intention. The same shall apply to any gaps in the provisions.

