



# Purchase Terms and Conditions



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## 1. Definitions

These General Terms and Conditions of Purchase shall be governed by the following definitions:

### CLP:

Classification, labeling and packaging.

### Buyer:

Entity identified in the Agreement as the buyer of the Deliverables.

### Agreement:

Purchase agreement and/or Yara Group's purchase order(s), these T&Cs, and any other appendices, as well as any updates thereto.

### Control:

Ability to direct the affairs of another person/entity, whether by virtue of the ownership of shares, contract or otherwise.

### Personal Data:

Any information relating to an identified or identifiable natural person ("data subject"), or as otherwise defined in applicable legislation.

### Intellectual Property Rights:

Patent rights, registered and unregistered designs, copyrights, trademarks, trade names, technical know-how and advice, and all other Intellectual Property Rights of any kind wherever and however enforceable in the world.

### Processor:

Natural or legal person, public authority, agency, or other body processing Personal Data on behalf of the Controller.

### Deliverables:

Goods, services, works, documents, certificates and packaging, as appropriate, to be delivered by the Supplier pursuant to the Agreement.

### Sanction Event:

It means the events listed in Clause 29.

### Force Majeure:

Occurrence beyond the control of the party affected, provided that the party could not have foreseen, avoided, or overcome its consequences at the time of entering into the Agreement.

### HESQ:

Health, environment, occupational and process safety, security, product liability and chemical compliance, emergency response and quality management.

### Public Official:

A person employed by or acting on behalf of a national, regional or local government, whether on a full or part-time basis; 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 other office.

### Confidential Information:

Business or affairs of a party, including but not limited to information relating a party's operations, processes, plans, product information, Intellectual Property Rights, trade secrets, software, market opportunities and customers.

### Sanctions List:

Any list of specifically designated or blocked nationals or sanctioned (or similar) persons or entities imposed, administered, or enforced by a Sanctioning Body in connection with Sanctions from time to time.

### Sanctioning Body:

(i) United Nations Security Council; (ii) European Union; (iii) Office of Foreign Assets Control of the U.S. Treasury Department; (iv) any Competent Authority for administering Sanctions in the country that is the domicile of the Supplier or its ultimate parent company.

### Next of Kin:

A person's spouse/partner, grandparents, parents, siblings, children, nieces, nephews, aunts, uncles, and the spouse/partner of any of these people.

### Losses:

It means 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).

### Suppliers:

Yara Group's counterparty according to the Agreement.

### **Controller:**

Natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of Personal Data processing.

### **Sanctions:**

These are the economic or financial sanctions, trade embargoes and terrorism-related restrictions imposed, administered, or enforced by a Sanctioning Body from time to time.

### **Personal Data Breach:**

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.





### **YARA:**

Yara International ASA and/or any other entities which they directly and/or indirectly control.

## **2. Applicability**

2.1 These T&Cs will apply to the Agreement. Supplier accepts the T&Cs and shall check that they are up to date on Yara Group's website in the country where the sale occurred. Yara Group may amend the published T&Cs without notice.

2.2 In the event of any conflict the contractual documents shall be given priority as follows:

-  i) Purchase Agreement or document applicable on each Legal Entity;
-  ii) Buyer's purchase order(s);
-  iii) General Terms and Conditions of Purchase "T&Cs;"
-  iv) And all other appendices to the Agreement.

## **3. General Obligations of the Supplier**

3.1 Preparing and providing the offer documentation and order confirmations at no cost.

3.2 Expressly specifying to Yara Group any deviations from the orders/requests.

3.3 Requesting a purchase order from Yara Group prior to delivery or performance of Deliverables.



3.4 Labeling and packaging the Deliverables according to Yara Group's instructions.



In the absence of instructions, the Agreement, purchase order numbers and other references shall be cited in the delivery note.

## **4. Insurance**

4.1 The Supplier shall procure and maintain at their own expense an appropriate insurance coverage and duration adapted to the Supplier's operations and the nature of the Deliverables.



Including but not limited to liability insurance and all other insurances determined in the agreement.

4.2 If the Deliverables include work, services, or tests to be performed at Yara Group's facilities the liability insurance shall consider:



i) A minimum coverage equivalent to the maximum allowed by law.



ii) A risk examination performed by Yara Group per incident for damages caused on Yara Group's or third party's property or personnel in connection with work, services, or tests.

4.3 The Supplier shall deliver to Yara Group valid insurance certificates and conditions of the insurance policies.

## **5. Personnel**

5.1 Yara Group shall not be deemed to be employer of the Supplier or their personnel, even if they perform all or part of the Deliverables at Yara Group's location(s), in cooperation with Yara Group or otherwise.






The Supplier is not entitled to contract in the name of or on behalf of Yara Group or their employees, nor shall the Supplier act as a representative or agent of Yara Group.

5.2 The Supplier shall approve the appointment of key personnel upon Yara Group's request.


5.3 The Supplier shall ensure that their personnel are trained and experienced to adequately provide the supplies, and shall be responsible for the activities performed by their personnel.

5.4 The Supplier shall immediately replace the personnel, at their own expense, if they:


-  Do not comply with HESQ policies.
-  Conduct themselves in an improper manner.
-  Are unsuitable to perform the Deliverables.

5.5 The Buyer reserves the right to audit the Supplier's compliance with labor standards and human rights.

For that purpose, the Buyer shall produce a formal request for the Supplier to submit information demonstrating such compliance within five days. This requirement may be requested from time to time.



## 6. Installation and Tests

 6.1 This section is applicable if it has been agreed that the Deliverables will include installation and/or testing work at the Purchaser's premises.

6.2 The Supplier shall be familiar with Yara Group's HESQ standards and shall ensure that the work is performed in accordance with this framework.

6.3 Delivery occurs when the installation work and/or tests have been completed and Yara Group has confirmed in writing delivery and acceptance of the Deliverables.

6.4 The Supplier shall provide no later than 1 week before commencement of the installation work and/or tests, a list of the goods and/or services to be provided by Yara Group to assist in the installation according to the Agreement.

6.5 The price for the Deliverables includes the costs of installation work and/or tests.






## 7. Progress and Delivery

### 7.1 Progress

7.1.1 Deliverables shall be delivered and performed according to the agreed delivery date(s). If no dates have been agreed upon, the Supplier shall deliver and perform the Deliverables according to the schedule provided by Yara Group.

7.1.2 In the event of failure to meet the delivery date(s), the Supplier shall immediately notify Yara Group in writing, indicating the reason and shall:

-  i) Include the proposal to minimize the delay.
-  ii) Pay all expenses incurred to minimize this time, unless the delay is caused by Yara Group.

 In addition to damages, the Supplier is liable for Losses and damages suffered by Yara Group that could have been avoided if the Supplier had duly given notice of the delay.

### 7.2 Delivery

7.2.1 The Supplier shall, in advance, obtain delivery instructions from Yara Group.

7.2.2 The Supplier shall notify the delivery, at the latest upon shipment, so that Yara Group is prepared to receive the Deliverables.

7.2.3 If the Deliverables include goods, they shall be deemed delivered upon receipt by Yara Group or by whomever is indicated in the agreed INCOTERMS. In any event, upon completion of the installation and testing works, these shall be accepted by Yara Group -if applicable.

7.2.4 If the Deliverables include work/services, they shall be deemed delivered once they have been accepted in writing by Yara Group. In the event of non-acceptance, Yara Group shall indicate the reason to the Supplier.



## 8. Delay

8.1 Delay occurs when the Supplier or their representative fails to meet the deadlines set out in Clause 7.1.1, unless the delay was caused by Yara Group.



8.2 If the Deliverables are defective at the time of delivery, Yara Group shall consider that there is a delay for the time the Deliverables may not be used. However, Yara Group is entitled to claim any damages.



## 9. Variations of the Deliverables

9.1 This section shall apply if the Deliverables are manufactured and/or produced for Yara Group and for the work referred to in Section 6.

9.2 Yara Group, at any time, may order variations to the Deliverables in connection with:



i) Quality and/or quantity



ii) The delivery date(s).

9.3. The Supplier shall request Yara Group, in writing, the modification to the agreement when specific works are requested that are not part of the obligations of the agreement or any other reason that merits the modification.



Any modification request shall be approved by Yara Group by means of a modification request before the Supplier commences any work, unless delay on the approval causes a disadvantage to Yara Group.

9.4 In the event that Yara Group requires modification to the object of the agreement, the Supplier shall confirm the request within 30 calendar days of the modification request, by means of a written document containing:



i) Modified work specification



ii) Specification of the effect on the agreement price



iii) Proposed work schedule



iv) Setting of agreed delivery dates



If the confirmation is not received by Yara Group within the term, the Supplier shall not claim any changes to the agreement to their benefit.

9.5 Compensation for modification work shall be in accordance with the prices, standards and rates contained in the Agreement, or in accordance with the original price level of the Agreement. If a modification entails cost savings for the Supplier, Yara Group shall automatically be informed and credited, unless otherwise agreed.



9.6 If the parties disagree on the amount to be added to or deducted from the agreement price or any other consequences due to the modification, the Supplier shall apply the modification without waiting for the outcome of the dispute. Undisputed amounts shall be paid by Buyer in the usual manner.



## 10. Suspension of Work/Services

10.1 Yara Group may at any time, without just cause and without producing contractual breach, temporarily suspend any work/service, or part thereof, with immediate effect by written notice to the Supplier.

10.2 The Supplier shall inform Yara Group of the effects the suspension will have on the delivery and/or performance of the works/services and shall resume the works/services when Yara Group so requires.

10.3 If the suspension period exceeds 90 calendar days, the Supplier shall have the right to terminate the Agreement by giving Yara Group a 14-calendar-day written notice. During the period of suspension, Yara Group will:



i) Pay for delivered or performed Deliverables;



ii) Compensate the 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 The Yara Group may at any time, without just cause and without breach of contract, cancel any work/service, or part thereof, with immediate effect by giving written notice to the Supplier.

11.2 Following the termination, Yara Group will:



i) Pay for delivered or performed Deliverables;



ii) Compensate the 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.

## 12. Inspections and Notices of Defects.

12.1 The Supplier shall ensure that the Deliverables comply with the contractual requirements.






Yara Group's inspection pursuant to Section 25.3 does not limit the Supplier's liability.

12.2 Yara Group shall inspect the Deliverables after delivery and shall give written notice to the Supplier of defects pursuant to Section 12.4.

12.3 Yara Group is not obliged to inspect or approve the Deliverables prior to delivery and acceptance, pursuant to Section 6.3.

12.4 In case of finding any defect, Yara Group shall:

-  Deliver a written notice to the Supplier within the expiry of the contractual or statutory warranty period.
-  When the Deliverable has been replaced or repaired in whole or in part, the contractual warranty term shall be counted from the delivery to satisfaction of the repaired Deliverable.
-  The deadline for notifying a defect shall not start if the Deliverables cannot be used for the intended purpose, or if rectification work, or other activities necessary to meet the contractual requirements are carried out.



## 13. Payment Terms and Prices


13.1 The Supplier shall submit the final invoice when Yara Group has accepted the Deliverables as completed and to the Supplier's satisfaction. The invoice shall include all claims to be made by the Supplier under the Agreement.




Yara Group will not accept further claims.





13.2 Unless otherwise agreed, payments will be made within 60 calendar days after receipt. Payment shall be subject to:

 i) Complete delivery of the Deliverables

 ii) Compliance with Yara Group policies

 iii) Receipt of any agreed bank guarantee or parent company guarantee (or similar) from the Supplier.

13.3 All invoices shall indicate and/or attach:

-  Clear description of the invoiced amount
-  Agreement number, purchase order and other agreed references.
-  Description of all customs invoices and proofs of origin (if applicable)
-  Any other requirements provided in the Agreement or in the relevant purchase order(s).



Yara Group will return invoices that do not meet these requirements.

13.4 If Yara Group is required to pay for the Deliverables based on time and/or quantities spent by the Supplier, details of the time and/or quantities recorded and approved shall be attached to the relevant invoice.

13.5 The agreed prices are fixed during the term of the Agreement - unless otherwise agreed - and include costs related to:



i) Handling



ii) Transportation



iii) Customs duties



iv) Packaging



v) Insurance



vi) Applicable taxes



Any increase in the price due to material costs, labor, transportation, or any other reason, shall have the written consent of Yara Group, otherwise it will not be paid.

13.6 Yara Group shall be entitled to deduct the following from invoices:

i) Prepayments
 ii) Damages and losses
 iii) Any other sums owed by the Supplier to Yara Group

Disputed or insufficiently documented amounts may either be withheld until resolution or deducted from the Supplier's invoices.

13.7 The Supplier shall submit, in writing, to Yara Group any claims arising under the Agreement regarding invoicing or payment within 60 calendar days after due date under penalty of waiver.



13.8 Yara Group is entitled to visit the Supplier's facilities and audit payments for reimbursable work up to 2 years after receipt of the final invoice. The audits shall be carried out by an independent third party. If the audit shows inaccuracies, overbilling or other violation of the Agreement by the Supplier resulting in a cost to Yara Group, the Supplier will be held liable.



## 14. Taxes

14.1 The Supplier is responsible for the collection and reporting of all applicable transaction taxes. Transaction taxes are additional to the agreed prices and shall be a separate item on the invoice. Yara Group shall comply with withholding tax requirements.



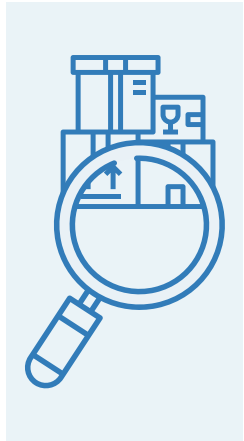
14.2 Yara Group shall be entitled to withhold payment from the Supplier in case of non-payment of applicable taxes until the Supplier either produces documentation or provides satisfactory security for payment. Yara Group may claim from the Supplier any liability as a consequence of the Supplier's failure to pay the required taxes and levies.



## 15. Warranties and Remedies

15.1 The Supplier warrants that the Deliverables are:

- Strictly match the drawings, specifications, samples (if any), and other requirements referred to in the Agreement or by Yara Group.
- They are of commercial quality and suitable for the intended purposes.
- They comply with all applicable laws and regulations.
- They are free of security interests or other encumbrances.
- They are free from defects in materials, design, performance, operation, and workmanship for a period of 24 months from commissioning by Yara Group or 48 months from delivery, whichever expires first.



15.2 The Supplier warrants that they:

- Have the necessary experience, facilities, equipment, licenses, and personnel to perform the work/services.
- Will meet the obligations, specifications, requirements, standards, and deadlines specified by Yara Group or required by regulations.
- Will offer consulting and professional services with the highest degree of skill, care, diligence, and good judgment.



15.3 Yara Group is entitled to reject all or part of the Deliverables or demand delivery of any missing quantity from Supplier. Rejected Deliverables shall be returned to the Supplier at their own risk and expense.



15.4 If the received Deliverables do not conform to the agreed warranties, Yara Group may, at their own discretion:

|  |   |   |
|--|---|---|
| i) Hold rejected Deliverables at the Supplier's risk and expense;    | ii) Require replacement or correction of Deliverables;          | iii) Request an equitable price reduction for acceptance of the Deliverables. |
| iv) Return rejected Deliverables at the Supplier's risk and expense; | v) Require replacement or correction of rejected work/services; |   |



15.5 The Supplier shall, at their own risk, replace or correct defective Deliverables and pay for all related costs, including, but not limited to, the costs of dismantling, handling, and returning the Deliverables.

15.6 At Yara Group's request, the Supplier shall correct any defects or deficiencies in the Deliverables at no cost and subject to Yara Group's subsequent acceptance or rejection. If the Supplier fails to remedy or replace the defective Deliverables within the deadline, Yara Group, at their own discretion, is entitled to:

-  i) Remedy the defects or employ a third party to do so at the Supplier's expense.
-  ii) Replace the third-party goods at the Supplier's expense, claiming in this case compensation for any costs and price difference.

15.7 Yara Group is entitled to claim compensation for all losses suffered due to defects, such as, costs related to:

**Costs related to changes in production patterns:**

The investigation, limitation and mitigation of defects and other warranty breaches.

**Use or rental of equipment and machinery:**




Internal and external repair work or support.



15.8 Yara Group may terminate the Agreement if a defect, or failure to rectify the defect, constitutes a material breach of the Agreement. In such event, Yara Group is entitled to reject the 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 written notice to the other party terminating the Agreement with immediate effect if:

-  The other party commits a material breach of the Agreement or the breach is not remedied within a deadline or period of 30 calendar days after written notice of the breach.
-  The other party repeatedly breaches the terms of the Agreement.
-  By liquidation or bankruptcy of the other party, or suspension, cease or threat to suspend the performance of all or a substantial part of their business activity.



16.2 In addition, Yara Group shall, without any liability, give written notice to the Supplier terminating the Agreement with immediate effect if:

-  i) The Supplier fails to comply with any of the conditions set forth in Sections 5.2, 8.1, 25 or 29.
-  ii) Part or all the Supplier's assets intended for the performance of the Agreement are seized or made unavailable.
-  iii) The maximum amount for damages has been accrued.
-  iv) There is a change of Control of Supplier.
-  v) The Supplier performs any action, or omission that results in the creation of any lien or encumbrance of any kind on the property of the Buyer



16.3 By giving at least a 30-calendar-day written notice indicating the scope and effective date, Yara Group may terminate the Agreement of Services and/or Order for Deliverables for convenience without any liability.





16.4 Both Yara Group and the Supplier declare and state that the agreed notice term is reasonable and adequate for both Parties to resume business.

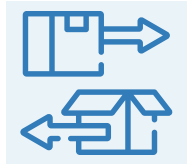


16.5 Termination entails that the parties shall return, at the defaulting party's risk and expense, all deliveries and payments made at the time of termination. However, Yara Group may, at their sole discretion, choose to require delivery or retain of:

-  i) Work-in-progress at the time of termination for a reasonable price, not including loss of anticipated profits or any consequential loss.
-  ii) Non-defective Deliverables for a proportionate part of the agreed price.

16.6 Upon termination, the parties shall have the following obligations:

-  Returning to the other party all equipment, materials, and goods, which belong to and were supplied by the other party.
-  Returning to the other party or erasing, to the extent possible, all documents and materials containing the other party's Confidential Information.



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

## 17. Indemnification

17.1 The Supplier shall defend, indemnify, and hold harmless Yara Group, their affiliates or subsidiaries, and their respective directors, officers, shareholders, employees, agents, as well as Yara Group customers against any loss, damage, liability, cost, and expense of any kind, including reasonable attorneys' fees, arising out of or occurring in connection with:

- Deliverables purchased from the Supplier, any claim brought by a third party for death, personal injury, or property damage, or for negligence, willful misconduct, or breach of Agreement by the Supplier.
- Any labor, withholding tax liability of any kind or nature, arising from the Supplier's personnel, supplies or amounts paid pursuant to the T&Cs.
- Any claim of misappropriation of third-party Intellectual Property Rights.



17.2 Yara Group is entitled to participate in the defense of all claims and appear with an attorney.

17.3 The Supplier shall not enter any settlement without Yara Group's prior written consent.

## 18. Limitations of Liability

18.1 With the exception of damages resulting from breaches of obligations under the Agreement due to gross negligence or willful misconduct in violation of: confidential information, data protection and privacy, intellectual property, compliance with statutes and regulations, the Supplier or the Purchaser shall not be liable to each other or to any other person or entity for a sum of damages in excess of 2 times the fees paid or payable under the Agreement.



18.2 The Supplier acknowledges that damages suffered by the Buyer or their affiliates as a result of a claim by a Customer against Yara Group or their affiliates in connection with a purchase, are direct damages. Under no circumstances shall the parties be liable for special, incidental, consequential, indirect, exemplary, or punitive damages, even if the Supplier or Yara Group has been advised of the possibility of such damages.



## 19. Joint and Several Liability

19.1 If there is more than one Buyer under the Agreement, the Supplier shall honor their obligations to each Buyer.

## 20. Force Majeure

20.1 A party shall not be considered in breach of the Agreement if Force Majeure is demonstrated. Each party shall cover their own expenses resulting from Force Majeure.

20.2 The party invoking Force Majeure shall notify the other party, including the cause of delay and expected duration.

20.3 Each party is entitled to terminate the Agreement without any liability and with immediate effect if the Force Majeure event continues for more than 60 calendar days.



## 21. Transfer of Title and Risk

21.1 If the Deliverables are manufactured or produced, specifically for Yara Group, the transfer of title shall take place when they are manufactured and for the other Deliverables, ownership shall be transferred until they are paid or delivered.

21.2 All risk associated with the Deliverables shall remain with the Supplier until delivery has taken place according to Section 7.2.

21.3 The Supplier shall mark the Deliverables in their possession as Yara Group's property and, if possible, keep the Deliverables separate from other goods.



## 22. Intellectual Property Rights

22.1 Intellectual Property Rights, reports, drawings, specifications, and similar documents, including computer programs, constitute part of the Deliverables and are exclusive property of Yara Group to the extent that they are:



i) Specifically prepared by the Supplier regarding the Deliverables;



ii) And necessary for the use of the Deliverables.

22.2 Yara Group 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 Each party reserves their rights in respect of their Confidential Information. No rights or obligations shall be granted to the other party regarding the Confidential Information, other than those expressly established in the Agreement.

23.2 All information exchanged or otherwise transferred between the parties shall be treated as confidential, not be disclosed to third parties, and only be commercially exploited for the purposes and within the scope of the Agreement.

23.3 However, a party shall make the information available to third parties provided that the information was already known to that party at the time the information was received, or the information is or becomes part of the public domain available other than through a fault of either party or is legitimately received from a third party without obligation of confidentiality or it is necessary due to applicable laws and regulations.

23.4 The information shall be disclosed to third parties to the extent necessary for execution of the Agreement or utilization of the Deliverables, provided that the receiver of the information is subject to a confidentiality obligation.

23.5 Without Yara Group's written consent, the Supplier shall not issue any press release, refer to or use Yara Group's business name(s) and logo(s), or otherwise announce that this Agreement has been entered into.

23.6 The obligations of this clause shall survive the expiry/termination of this Agreement and shall remain in force for 10 years after expiry/termination.



## 24. Subcontracting, Assignment and Change of Control

24.1 The Supplier is not entitled to subcontract or assign any of their rights and obligations regarding any part of the Deliverables without Yara Group's prior written consent.

24.2 The consent does not relieve the Supplier of any obligations under the Agreement, and the Supplier shall ensure that all HESQ requirements and Yara Group's rights pursuant to this document are applicable and binding for all Subcontractors.



24.3 At Yara Group's request, the Supplier shall:



i) Submit reports on the use, performance, and compliance of any subcontractors;



ii) And obtain collateral warranties from subcontractors for the benefit of Yara Group or third parties.

24.4 Yara Group may assign their rights and obligations pursuant to the Agreement, fully or partly, to any entity within the Group.

24.5 The Supplier shall notify Yara Group without delay once a change of Control of Supplier has taken place.



## 25. Standards of Business Conduct

25.1 Each Party shall comply with applicable laws, regulations, and sanctions regarding the Agreement, as well as those relating to human rights, bribery, corruption, money laundering, accounting and financial controls and anti-terrorism. Moreover, each Party shall implement and maintain appropriate internal measures and controls to allow for its compliance and to detect and notify the other Party with relevant breaches. Each Party shall implement and maintain an adequate anti-bribery policy and maintain appropriate records and books of account related to all payments made under the Agreement.

25.2 The Supplier shall comply with the Code of Conduct for Yara's Business Partners attached to the Agreement.

25.3 The Supplier warrants, agrees and undertakes that, with respect to each of the Agreements, they have 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 thing of value, whether directly or indirectly, to any third party.



25.4 The Supplier represents and warrants that, unless otherwise informed in writing to Yara Group, no Public Official, nor their Next of Kin:



i) Own any controlling interest in the Supplier (directly or indirectly);



ii) Nor have a right to any benefit if Yara Group enters into the Agreement with the Supplier (except for any benefit that may derive solely from being a minority shareholder).

25.5 Yara Group may, at their own cost and upon reasonable written notice to the Supplier:

- i) Perform reviews of integrity due diligence and compliance with this clause;
- ii) And/or appoint an external auditor to review the Supplier's implementation and compliance with their internal measures, controls and policies referred to herein.

25.6 Subject to appropriate confidentiality procedures, the Supplier shall cooperate with Yara Group and the external auditors in performing the reviews and complying with all reasonable applications in writing for access to relevant information, including policies, books of account and other relevant documents.



25.7 The Supplier shall ensure that their business partners supplying goods and/or services in connection with the Agreement, do so only based on a written contract imposing terms substantially equivalent to those imposed on the Supplier in this clause.



25.8 The Supplier shall be responsible for reasonable and appropriate due diligence procedures prior to engaging their business partners in connection with the Agreement, and for monitoring adherence and performance of the compliance obligations.



25.9 Notwithstanding any other provision of the Agreement, Yara Group may, upon prior written notice to the Supplier:

- i) Suspend the Agreement if, and for as long as, Yara Group reasonably believes that the Supplier has breached any of their obligations set forth in this clause.
- ii) Terminate the Agreement if the Supplier has materially breached any of their obligations set forth in this clause, and in cases where it is possible for the Supplier to rectify the breach, within 30 calendar days thereafter.

## 26. HESQ

- 26.1 The Supplier shall ensure that their representatives and subcontractors, always:
- Observe and comply with all applicable rules and regulations relating to HESQ and any other requirements of any relevant public authority.
  - Observe and comply with Yara's Sustainable Procurement Policy and all other HESQ standards provided in writing.
  - Observe and comply with any other safety requirements that apply at Yara

Group's and third-party facilities, as communicated to the Supplier.

- Notify Yara Group as soon as they become aware of any HESQ hazards or issues arising in relation to the Deliverables.
- Work according to a recognized quality management system and have a satisfactory HESQ assurance and quality assurance system suitable for the Deliverables.
- Obtain and maintain all public permits necessary to deliver the Deliverables.
- Produce documents showing that the necessary permits have been obtained.

26.2 Yara Group reserves the right to refuse access to their facilities to the Supplier and their representatives and subcontractors, in case of non-compliance with the obligations set forth in this section.



26.3 Yara Group with the assistance of the Supplier is entitled at any time to carry out upon prior written notice, HESQ audits and inspections of the Deliverables and relevant operations at the Supplier's or any subcontractor's facilities.



## 27. Chemical Compliance

27.1 The Chemical Compliance Appendix (with annexes), as provided by the Buyer, is an integral part of the Agreement. The Supplier warrants that they comply with the terms and conditions set forth in the Chemical Compliance Appendix (with annexes).



## 28. Data Privacy

28.1 Yara Group and the Supplier shall comply with and procure that all representatives comply with applicable data privacy laws and regulations, during the term of the Agreement, including information security requirements relating to their performances under the Agreement.

28.2 The Supplier allows Yara Group to collect and process Personal Data, as defined in EU Regulation 2016/679 pursuant to Yara Group's Data Privacy Policy (the "Policy") which can be found on the website. In accordance with the Policy, Yara Group may, among other things, process Personal Data for the following business purposes:

- i) Supplier relationship management;
- ii) Contract management;
- iii) Business processes execution and management reporting;
- iv) Compliance with legal obligations.

28.3 Yara Group allows the Supplier, to the extent allowed for by law and to the extent necessary for the provision of the Deliverables, to collect and process Personal Data. In the event and to the extent that the Supplier acts as Processor on behalf of Yara Group, the parties shall enter into a data processing agreement.



28.4 The Supplier warrants that:



i) With regard to Personal Data provided to Yara Group, any requirements under applicable data protection laws and regulations that allow Yara Group to process Personal Data are met;



ii) They will cooperate with Yara Group to ensure that there is an adequate legal basis for the transfer of Personal Data between the parties.

## 29. Sanctions

29.1 Each party declares, warrants, and undertakes to the other party, on the date of the Agreement, that they:

- ✓ Are not a person or entity on any Sanctions List or directly or indirectly owned or controlled by any of the persons or entities, or otherwise directly or indirectly subject to any Sanctions;
- ✓ Do not have any director, officer, employee or agent who is on any Sanctions List or is the subject of any investigation, claim or proceeding with respect to Sanctions;
- ✓ Do not and will not violate any applicable Sanctions in connection with the Agreement;
- ✓ Have not and will not involve any of the persons or entities mentioned above.

29.2 If a Sanctions Event occurs in relation to one of the parties after the date of the Agreement or before the date on which all obligations under the Agreement are fully and finally performed:

- ✓ The party to whom the Sanctions Event applies shall immediately give written notice to the other party with full details of the Sanction Event together with any other information reasonably requested by the other party.
- ✓ The other party may suspend performance of the Agreement by notice to the other party, at any time during the Sanctions Event.



- ✓ No party shall be liable for any failure to perform any of their obligations during the period of suspension, provided that the party to which the Sanctions Event applies continues to use all reasonable efforts to resolve the Sanctions Event and keep the other party informed on the progress of the Sanctions Event.
- ✓ The suspension shall terminate, and the parties shall resume performance of their obligations immediately after the Sanctions Event is over;
- ✓ The other party may terminate the Agreement, at any time during the Sanctions Event, by notice to the party to whom the Sanctions Event applies.



Termination shall not imply liability for either party and shall not affect liabilities accrued before the date of suspension or termination in accordance with this clause.



## 30. Modification and Waiver

30.1 A waiver of any right or remedy under the Agreement or at law shall be effective only if in writing and shall not be deemed a waiver of any subsequent breach.

30.2 A party's failure to exercise or delay in exercising any right or remedy provided in the Contract or by law shall not constitute a waiver of the right or remedy, nor shall it preclude or restrict the further exercise of the right or remedy.



The single or partial exercise of any right or remedy provided in the Contract or by law shall not preclude or limit 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 prior discussions, correspondence, and negotiations between them regarding 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 submitted in writing, shall be sent by letter or e-mail to the other party's appointed representative without undue delay.



31.4 This Agreement is for the exclusive benefit of the parties and their respective successors and assigns, and nothing herein, express or implied, is intended to confer or shall confer upon any other person or entity any right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.



31.5 If any provision of the Agreement (or any part of any provision) is held by a court or other authority of competent jurisdiction to be invalid, illegal, or unenforceable, the provision or part thereof shall be deemed not to form part of the Agreement to the extent required, 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 object or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Yara Group's country.



32.2 The parties irrevocably agree that the court in whose jurisdiction the Buyer's registered office is located shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its object or formation (including non-contractual disputes or claims).

