

General Terms and Conditions of Business

These General Terms and Conditions apply to offers, services and deliveries, as well as all purchases and sales (hereinafter referred to as - contract) of PhosAgro Deutschland GmbH concluded with third parties, including those concluded by way of electronic correspondence or any other means of communication permitted by law. The general terms and conditions of the contractual partner find no application, nor do they serve as an amendment.

1. Contract Conclusion

Orders or commissions are binding for the customer. At the discretion of PhosAgro Deutschland GmbH, contracts are concluded through written order/sales confirmations alone, or by completing orders or executing contracts. If quotations are sent in advance, the conditions contained therein are generally non-binding. Firm offers with a corresponding time limit form the exception to this.

2. Goods Delivery

2.1. The goods are deemed to have been delivered by the vendor and accepted by the purchaser if the quantity corresponds to the weight specified in the consignment note and the quality corresponds to the quality certificate issued by the manufacturer.

2.2. The Terms and Conditions of Trade and Shipping used in this contract are interpreted in accordance with Incoterms 2010 and set out in the confirmation of sale.

2.3. If the service is not rendered or not rendered within the agreed delivery deadline, our right to withdraw and claim damages are determined by the statutory provisions.

2.4. The right of ownership passes from the vendor to the purchaser at the time the goods are delivered. The risk of accidental loss and deterioration of the goods is transferred on handover to the purchaser.

2.5.. Samples, specimens, analysis data and other quality specifications provided by PhosAgro Deutschland GmbH only represent indications of the actual range of values to be found for the dimensions, colour, quality, chemical composition and mode of action of the delivered goods within the scope of the customary commercial interpretation.

2.6. The permissible quantity tolerance for all modes of transport for the contractually agreed quantity is +/- 10 % at the discretion of the vendor. Quantity specifications stated in quotations or purchase contracts are entitled to an excess or short delivery of up to 10 %. The asking price is then reduced or increased accordingly. The contract is also deemed to have been fulfilled in the event of a corresponding excess or short delivery. Partial deliveries are possible at the discretion of the vendor.

2.7. A guarantee for the quality, durability or yield of the delivery item or for a procurement risk is only assumed against an express, written declaration by PhosAgro Deutschland GmbH, but not on the basis of the content of product descriptions, technical data or other printed matter and information.

2.8. Deliveries are made by sea-going vessel, barge, truck or rail at the discretion of the vendor. In the event that the purchaser makes change requests, additional costs and expenses are to be borne by the purchaser.

2.9. The purchaser undertakes to take immediate delivery of the goods made available. In the event of a default in acceptance, the vendor can store the goods at the expense and risk of the purchaser or auction them off in accordance with Sec. 373 (2) HGB (German Commercial Code) or withdraw from the contract after granting a period of grace.

3. Payment

3.1. Payment terms are agreed between the Parties in the purchase contract. The deadline agreed between the Parties for payment of the amounts due is not allowed to be exceeded.

3.2. All bank commissions and fees are to be paid by the purchaser, with the exception of commissions and fees charged by the vendor's bank.

3.3. In the event of a default in payment, the vendor is entitled to demand interest on arrears from the purchaser on the amount due in the amount of 9% points above the base interest rate, but only to the extent that the purchaser is at fault.

3.4. In the event that the purchaser fails to make advance payments on time, the vendor reserves the right to withdraw from the contract. In this case, the costs relating to preparing to execute the contract will be charged to the purchaser by way of compensation.

3.5. The contractual partner is only entitled to offsetting or retention rights subject to the statutory provisions on the basis of legally established or undisputed monetary claims.

4. Retention of title

4.1. PhosAgro Deutschland GmbH retains express ownership of the delivery until receipt of the full purchase price. The retention of title also extends to the recognised balance insofar as PhosAgro Deutschland GmbH was able to book claims against the customer in current account (current account retention).

4.2. The customer is entitled to resell the delivery item in the ordinary course of business.

4.3. Processing and treatment of the goods subject to retention of title is carried out on behalf of PhosAgro Deutschland GmbH within the meaning of Sec. 950 BGB (German Civil Code), however, without placing any obligation on PhosAgro Deutschland GmbH. If the goods subject to retention of title are processed or inseparably combined with other items that do not belong to PhosAgro Deutschland GmbH, PhosAgro Deutschland GmbH acquires co-ownership of the new item in the ratio of the invoice value of its goods to the invoice values of the other processed or combined items. If the goods are combined with other movable objects to form a uniform object which is to be regarded as the main object, the purchaser transfers co-ownership of this to PhosAgro Deutschland GmbH in the same proportion at the time of its creation. The purchaser stores and keeps safe the property or co-owned property for PhosAgro Deutschland GmbH free of charge. The co-ownership rights that arise as a result are deemed to be reserved goods. At the request of PhosAgro Deutschland GmbH, the purchaser is obliged at any time to provide PhosAgro Deutschland GmbH with the information required to pursue their ownership or co-ownership rights.

4.4. If PhosAgro Deutschland GmbH acquires new ownership in the cases stated in Section 4.3 here, they transfer this to the customer when it arises on condition that the purchase price specified in Section 4.1 is paid in full.

4.5. The purchaser assigns to PhosAgro Deutschland GmbH a principal part of the claim from the resale of the delivery item or the goods produced from it by way of processing or machining in the amount of the purchase price charged by PhosAgro Deutschland GmbH for the delivery item at the time of its creation.

4.6. The purchaser is authorised to collect the assigned claims from the re-sale. This is subject to revocation at any time. On request, they are obliged to name the debtors for the claims assigned, notify them of the assignment and hand over the notice of assignment to PhosAgro Deutschland GmbH or provide for direct notification. PhosAgro Deutschland GmbH will not disclose this assignment as long as the purchaser meets their payment obligations. If the estimated value of the existing securities exceeds the claims made by PhosAgro Deutschland GmbH against the purchaser by more than 30%, PhosAgro Deutschland GmbH is obliged to release securities of its choice at the purchaser's request.

5. Force Majeure

5.1. The Parties are exempt from responsibility for the total or partial non-fulfilment of the respective obligations under the contract if such non-fulfilment is caused by circumstances brought about by force majeure, in particular, but not limited to: fire, earthquake, flood, typhoon, hurricane and other forces of nature, war, military operations of any kind, epidemics, strikes (except at the companies belonging to the Parties), transport restrictions owing to a blockade, a trade ban (embargo), any kind of restriction on export or import and actions by state and government authorities and any other eventuality beyond the control of the Parties. The circumstances mentioned must be of an extraordinary, unpredictable and unavoidable nature, occur after the conclusion of the contract and have a direct impact on the performance of the contract.

5.2. If a force majeure event has occurred, the performance period is to be extended for a period sufficient to eliminate the circumstances and their consequences.

5.3. The Party for whom it has become impossible to comply with the obligations under the contract shall immediately and without culpable delay notify the other Party in writing of the beginning and end of the relevant circumstances, but in any case no later than five days after the moment they begin. Notification about the commencement of the circumstances should include data on the nature of the circumstances and an assessment of their impact and the possibility of the Party fulfilling their obligations and the due date of the presumed fulfilment of these obligations. Failure to notify or provide timely notification of the commencement and cessation of such circumstances shall deprive the Party of the right to rely on these circumstances in future for a cause which would relieve them of their responsibility for the partial or total non-performance of their obligations under the contract.

5.4. Certificates issued by the chamber of commerce or other competent authorities in the relevant country represent sufficient evidence of such circumstances giving rise to force majeure and their duration.

5.5. If the circumstances giving rise to force majeure and their consequences persist for more than two months, each of the contracting Parties has the right to waive any further execution of their obligations under the contract. In such a case, neither Party is entitled to claim compensation from the other Party for expenses incurred in vain. In any case, the purchaser is still obliged to pay for the goods the vendor has already delivered.

6. Liability & rights arising from defects

- 6.1.** The statutory provisions with regard to warranty for defects apply if material or defects of title occur in the goods or other breaches of duty are attributable to one of the Parties.
- 6.2.** The required notice of defects within the scope of 377 HGB (German Commercial Code) must be given in writing.
- 6.3.** In the event of defects in goods shipped by inland waterway or sea, the purchaser must have the damage ascertained by a recognised, independent expert at the latest at the time of or during the unloading process. In case the goods are sold basis FOB or FCA, the purchaser must have the damage ascertained by a recognised, independent expert at the latest at the time of or during the loading process. In any case claims must take place in writing and be submitted to the vendor along with informative photo and video material.
- 6.4.** In the case of defects in the goods delivered by truck or rail, the purchaser is obliged to submit immediately to the vendor a written statement of the facts upon delivery of the goods along with an assessment of the damage, including the truck or rail wagon numbers and all relevant freight documents, as well as photos and video recordings of the damage.
- 6.5.** All expenses and associated costs which may arise in the context of defects must be agreed with PhosAgro Deutschland GmbH prior to outlay of the expense and in all cases requires written confirmation prior to the outlay. The assumption of unconfirmed costs and expenses is excluded.

7. Limitation

- 7.1.** Claims arising from warranty for defects become statute-barred after one year.
- 7.2.** Otherwise, claims become time-barred in accordance with the statutory provisions.

8. Disputes and jurisdiction

- 8.1.** Place of performance is the place where the goods are dispatched.
- 8.2.** The contract is subject to the provisions of German law and is to be interpreted in accordance with it. UN sales law is excluded.
- 8.3.** Unless otherwise specified, the rules issued by the Paris Chamber of Commerce and Industry for interpreting the Incoterms as amended from time to time also apply.
- 8.4.** All disputes, disagreements or claims arising from or in connection with the contract, including its validity, invalidity, violation or termination, will be decided by the competent jurisdiction in Germany if they are not settled amicably.
- 8.5.** Jurisdiction for both Parties to the contract is Hamburg, Germany.

9. Data Protection

All information relating to the fulfilment of the contract, including personal information from one Party (disclosing Party) which is made available to another Party (receiving Party) shall remain confidential. Such information will not be disclosed to third parties during the effective term of the contract and for three years after its termination unless the information has already been disclosed: (a) with the written consent of the disclosing Party; or (b) to government agencies in accordance with the requirements of applicable current legislation. The Party in receipt is entitled to disclose such information to employees at any of their

premises and at the same time cause such employees to comply with the confidentiality requirements set forth herein with respect to the disclosure of such information to third parties. The requirements of this section do not apply to information that is available in the public domain at the time it is received or becomes available later in the public domain through no fault of either Party. If the Party in receipt disregards the confidential information under the requirements of the contract, they are obliged to compensate the disclosing Party for the damage caused to them as a result of said actions.

10. Assignment

The purchaser is not entitled to assign rights and obligations under the contract to third parties without the prior written consent of the vendor.

11. Previous Correspondence

When the contract is sent, all previous correspondence and negotiations between the Parties relating to the Contract are considered null and void.

12. Validity

The contract is effective from the moment it is sent and remains in force until the Parties have fulfilled their obligations in full.

13. Severability Clause

In the event that one of the conditions or provisions of the contract is invalid or partially ineffective, the relevant provision will be replaced by a corresponding provision that is valid and equivalent to the intended meaning; the other provisions remain unaffected and valid.

14. Power to amend

These Terms and Conditions may be revised and amended from time to time. The version of these Terms and Conditions at the time the contract is signed is binding for the Parties.