

General Terms and Conditions of Sale

1. Charges, Payment Terms

- a. Buyer agrees to pay for all products purchased from Yara North America, Inc. (which products shall be referred to hereinafter as the "Product") when due at the then current price list in effect at the time Product is shipped to Buyer, unless otherwise agreed in writing between the parties. The quantity of Product delivered shall be as set forth in shipper's bill of lading, absent obvious error. Seller's certificate of analysis for the Product shall govern. Buyer will pay for all Product net 30 days from the date of invoice unless otherwise agreed in writing. Buyer shall make payment at the place shown on the invoice. Buyer agrees to pay all costs of collection including but not limited to reasonable attorney's fees and expenses incurred by Seller if the account is placed with counsel for collection after default in payment by Buyer (such attorney's fees (including travel time) and expenses to include, but not be limited to, fees and costs incurred in all matters of collection and enforcement, before, during and after trial proceedings and appeals, as well as appearances in and connected with any bankruptcy proceedings, creditors' reorganization and arrangement proceedings or probate proceedings). Title to and risk of loss of all Product purchased will pass to Buyer after Yara North America, Inc. (hereinafter referred to as "Yara" or "Seller") delivers the same to Buyer or to a carrier at the shipping point (Yara's warehouse location). **Nothing herein shall obligate Seller to grant credit to Buyer. Seller may at any time refuse to grant credit to Buyer or condition the granting of credit on such terms as Seller in its sole discretion may require.**
- b. All present and future taxes imposed by any federal, state, foreign, or local authority which Seller might be required to pay or collect, upon or with reference to the sale, purchase, transportation, delivery or storage at the request of the Buyer, use or consumption of products or services, and such changes as may occur in freight rates or transportation charges used in determining destination prices, if destination prices are used, after date of quotation or sale and/or prior to dates of shipment will be paid for by Seller and Buyer shall promptly reimburse Seller for the same.
- c. All demurrage, detention charges, pump charges and any special equipment charges are for the Buyer's account unless otherwise agreed in writing.
- d. Seller is authorized to apply all payments received first to reasonable costs and expenses required to be paid under the terms of this Agreement, then to interest on past due payments to the extent accrued, and then to the principal amounts due under any invoices.
- e. Each delivery of Product shall constitute a separate sale with the same effect as if made under a separate contract covering the quantity thereof.

2. Specifications, Warranties and Limitation of Warranties

Seller reserves the right to amend Product specifications from time to time by sending the Buyer a revised specification sheet. Buyer represents that it is familiar with the characteristics, qualities, and uses of the product and that Buyer is not relying on the Seller's skill or judgement to select or furnish Product suitable for any particular purpose. Seller warrants that the Product sold under this Agreement conforms to the description on the front page of this Agreement (if applicable), on the invoice or on the label of the Product and that Seller has title to the Product at the time of its delivery. Buyer assumes all risk of use of the Product, either alone or in combination with other materials. EXCEPT AS SET FORTH IN THIS PARAGRAPH, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE PRODUCTS, WHETHER USED ALONE OR IN COMBINATION WITH ANY OTHER MATERIAL.

3. Limitation on Liability/Claims and Indemnification

- a. SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUE, BUSINESS INTERRUPTIONS, OR FAILURE OF SUPPLY) RESULTING FROM ANY BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT. SELLER SHALL NOT BE LIABLE IN ANY EVENT, INCLUDING BUT NOT LIMITED TO, FOR ANY FAILURE OR DELAY IN MAKING DELIVERY OR FOR BREACH OF WARRANTY OR OTHERWISE, IN AN AMOUNT EXCEEDING ANY PRICE SPECIFIED IN THIS AGREEMENT, SHOWN ON THE INVOICE FOR THE RELEVANT PRODUCT OR IN EFFECT AT THE TIME OF SALE OR SHIPMENT (HEREINAFTER THE PRICE) OF THE PRODUCT IN RESPECT OF WHICH CLAIM IS MADE. BUYER'S REMEDY AND SELLER'S LIABILITY SHALL BE LIMITED SOLELY TO REPLACEMENT OF THE PRODUCT AT THE ORIGINAL POINT OF DELIVERY OR REFUNDING

THE PRICE (AS SET OUT IN THE PRECEDING SENTENCE) OF ANY PRODUCT NOT MEETING THE SPECIFICATIONS, AT SELLER'S OPTION.

b. No claim may be asserted by Buyer for breach of warranty unless, within 15 days after Buyer has had a reasonable opportunity to inspect the Product or, in any event, no later than 25 days after the Product has been received by Buyer or Buyer's consignee, Buyer has given written notice of the breach to Seller and Seller has received such notice. No claim may be asserted by Buyer for any other reason unless, within 30 days after the date fixed for delivery of the Product in respect of which the claim is made, Buyer shall have given written notice to Seller and Seller shall have received such notice in that time period. In each case, the notice shall assert the existence of the claim and contain a reasonably detailed statement of the facts on which the claim is based. Failure of Seller to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Seller of such claim irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, further manufacture, other use or resale of products shall have then taken place.

c. Buyer shall indemnify and hold harmless Seller from and against all claims, loss, liability and expense (including but not limited to reasonable attorney's fees and litigation or investigation costs) on account of or in any way arising out of any damage to property or injury or death of persons (including Buyer's employees) arising out of Buyer's loading, unloading, transportation, storage, handling, use, or disposal of the Product or any other occurrence arising out of Buyer's business whether or not such damage to property or injury or death of persons is or is alleged to be caused in whole or in part by any negligence of Seller. Buyer acknowledges that this Agreement will require it to indemnify Seller even if Seller is or is alleged to have been negligent in whole or in part.

4. Termination and/or Withholding of Delivery

a. Either party may terminate this Agreement forthwith by giving written notice to the other in any of the following events: (a) if the other party commits any material breach of any terms and conditions of this Agreement and fails to remedy that breach (if capable to remedy) within seven (7) days after notice from the other party giving reasonably detailed particulars of the breach and requiring it to be remedied, or (b) if the other party is subject to any insolvency or bankruptcy proceedings, or has a receiver or administrator appointed over any part of its assets, or if it suffers any analogous process under any foreign law.

b. If any part of this Agreement remains unfulfilled at the date of expiry of this Agreement, Seller may, at its option, extend the time of shipment, terminate this Agreement, or sell the Product in the open market, charging any loss to the Buyer.

5. Impairment of Buyer's Credit

If (a) Buyer fails to make any payment when due, (b) Buyer defaults under any other term of this Agreement or under any other agreement in force between the parties (reference to parties shall include any affiliate of the parties) for a period of 7 days from the date of a notice of default or of nonpayment, (c) Buyer fails to make arrangements for payment as Seller may require, or (d) a material adverse change occurs in the financial or other condition of Buyer and such material adverse change in the opinion of Seller makes it unlikely Buyer will be able to perform all or any of its obligations to Seller, then, notwithstanding anything contained herein or in any other agreement between the parties, Seller is, at its sole discretion, hereby authorized to (i) stop any Product in transit and defer any further deliveries or require cash in advance of any delivery until Seller has been satisfied of Buyer's ability to pay, or creditworthiness, as the case may be, and/or (ii) terminate this Agreement with immediate effect.

6. Interest on Past Due Payments

Buyer agrees to pay default interest of 1.5 % per month, or the maximum rate applicable under mandatory law, if that is less, which interest shall be added to all payments after the date on which they are due.

7. Assignment

This Agreement is not assignable by the either party, without written consent by the other party, however, Seller may assign the Agreement to any company which, directly or indirectly, is controlling, is controlled by or under the common control with the Seller.

8. Amendments, Headings and Severability

This Agreement constitutes the entire understanding between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings whether oral or written with respect thereto. All additions and amendments to this Agreement shall be in writing and signed by both parties. All headings contained in this Agreement are

for reference purposes only and shall not be deemed to form a part of the Agreement nor affect the interpretation thereof. If any provisions of this Agreement is or becomes illegal, void, or invalid, that provision shall not affect the legality of the other provisions.

9. Destination

The Product shall not, unless otherwise specifically agreed in writing between the parties, be resold in whole or in part to any other country.

10. Force Majeure

Neither party shall be liable for any delay or failure in performing its obligations hereunder, other than the payment of money, to the extent that such delay or failure is caused by any event or condition beyond the reasonable control of such party, including, but not limited to, an Act of God, strike, lockout, riot, civil commotion, combination of workers, breakdown or other mechanical difficulties of vessel used in the deliveries of Product, fire, shortage of facilities, fuel, materials, or labour, governmental restriction or prohibition of exports or imports, governmental blockade or hostility, governmental seizure or expropriation, war or revolution, or the closure of international trade routes. Recipient acknowledges that Seller's suppliers may be affiliated with the Seller. The affected party shall notify the other party as soon as possible after force majeure occurs. If, due to Force Majeure or any other cause, Seller is unable to obtain or to produce sufficient Product to meet its internal needs and the requirements of its customers, Seller will in its sole discretion allocate its Product in a manner it deems to be fair and reasonable considering its internal needs, needs of its affiliates, and its regular customers, and such allocation shall be binding on all parties.

11. Code of Conduct

Buyer shall apply standards of business conduct in the conduct of its business which are consistent with Yara's "Code of Conduct for Business Partners", details of which are referenced at link as follows: http://www.yara.com/doc/32031_Business_Partners_Code_of_Conduct.pdf, or a copy of which is available upon request from Seller. Non-compliance by the Buyer with the terms of the "Code of Conduct for Business Partners" shall entitle Seller to terminate the Agreement immediately without liability. Seller may perform an integrity due diligence review of the Buyer to ensure compliance with the Code of Conduct for Business Partners. Buyer shall fully cooperate with Seller in the performance of such review, and (if applicable) comply with any and all reasonable requests for information and documentation.

12. Health, Environment, Safety and Quality

Buyer agrees to follow all Health and Safety laws and regulatory requirements, codes and/or standards that apply to Buyer up to and including the point of delivery of product as defined by this Agreement. Seller to provide a copy of the relevant safety data sheet(s). Further, Buyer shall comply with all of the Seller's corporate health, environment, safety and quality policies which the Seller may communicate to Buyer in writing from time to time.

13. Confidentiality

Except as may be agreed to in writing by the other Party, or as may be necessary to perform its obligations herein, Buyer and Seller shall each maintain in confidence all information concerning costs and price to be disclosed in connection with the Agreement. Unless disclosure is required by law, neither Buyer nor Seller shall disclose such information other than to its employees and professional advisors with a need to know such information in connection with such Party's performance under, interpretation of, or enforcement of the Agreement, and such employees and professional advisors shall be advised of the confidential nature of such information. Buyer and Seller shall take all proper precautions to prevent such information from being acquired by any unauthorized person.

14. No Waiver

The failure, delay or omission of a Party to enforce any power or right under the Agreement shall not be deemed a waiver of that power or right nor operate as a bar to the exercise or enforcement of such power or right at any time or times thereafter, nor shall any single or partial enforcement of any such power or right preclude any other or further exercise of that power or right or the exercise of any other power or right under the Agreement. No waiver by either Party of any default or breach of any agreement, covenant, condition or stipulation herein by the other Party shall be treated as a waiver of any subsequent default or breach of the same or another agreement, covenant, condition or stipulation hereof.

15. No Implied Relationship

Nothing contained in or done pursuant to the Agreement shall be deemed or construed by the Parties, or by any third party, to create the relationship of principal and agent, partnership, joint venture or any association whatsoever between the Buyer and the Seller.

16. Misuse of Product

Save as expressly agreed in writing between the Parties, the Product shall not be used in the production or processing of (i) livestock feed, food products for human consumption (other than as fertilizers) or pharmaceutical products, or (ii) the use as feed by livestock, food products for direct human consumption or pharmaceutical products; any such use shall be deemed a misuse of the Product. Buyer acknowledges that the bulk nature of the Product makes it impractical for Seller to include labels or warnings regarding the misuse of the Product, and Buyer represents that following its purchase of the Product it will include such warnings and labels as are necessary and practical.

17. Buyer's Terms and Conditions

By execution (electronically or otherwise) of this Agreement, the Buyer accepts that these terms and conditions of sale are incorporated into the Agreement. Notwithstanding any provision in any Buyer's confirmation of order or any other document provided by the Buyer to the contrary, no terms of any sales or purchase order, acknowledgement form, or other document, including but not limited to Buyer's terms of procurement, shall be binding on Seller unless accepted by Seller in writing.

18. Law and Arbitration

This Agreement shall be governed by and construed in accordance with Florida Law, without regard to any conflicts of law. Any dispute or difference between the parties in connection with this Agreement shall be referred to and finally resolved by arbitration conducted in Tampa, Florida, USA, in accordance with the rules of the American Arbitration Association.

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