



YARA AUSTRALIA GENERAL CONDITIONS OF SALE

1. GENERAL

1.1 The following definitions shall apply for these General Conditions of Sale:

- a) **"Agreement"** shall mean the supply agreement between the Supplier and Customer (whether consisting of a purchase order and order acceptance, or otherwise), these General Conditions of Sale and any other appendices, and agreed amendments or variations to said documents.
- b) **"Confidential Information"** shall mean the business or affairs of a party or of any member of its Group, including but not limited to information relating to a party's operations, processes, plans, product information, intellectual property, trade secrets, software, market opportunities and customers.
- c) **"Control"** shall mean the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise.
- d) **"Customer"** shall mean the entity that is the counterparty of the Supplier according to the Agreement.
- e) **"Deliverables"** shall mean all goods, services, works, documents, certificates and packaging, as appropriate, to be delivered by the Supplier pursuant to the Agreement.
- f) **"Force Majeure Event"** shall mean the events listed in condition 19.1.
- g) **"Group"** shall mean in relation to a company, that company, its subsidiaries (entities under its direct or indirect Control), any company of which it is a subsidiary (its parent undertaking) and any other subsidiaries of any such parent undertaking.
- h) **"Hardship"** shall mean the situation defined in condition 18.2.
- i) **"REACH Regulation"** shall mean the EU REACH Regulation (EC 1907/2006).
- j) **"Representatives"** shall mean employees, officers, agents, consultants or sub-contractors.
- k) **"Safety Defects"** shall mean a lack of any safety feature which a user or the general public can reasonably expect of the Deliverables.
- l) **"Supplier"** shall mean the entity identified in the Agreement as the supplier of the Deliverables (being either Yara International ASA or any other member of its Group).

1.2 These General Conditions of Sale apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. No amendment or modification of these General Conditions of Sale shall be valid unless expressly agreed to in writing in the Agreement by authorized representatives of the parties.

1.3 The Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence and negotiations between them relating to the Deliverables. Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Deliverables described in them. They shall not form part of the Agreement or have any contractual force.

1.4 The Agreement between the Supplier and the Customer shall be formed and come into force only upon (i) receipt by the Supplier of a written purchase order document (or similar) from the Customer; and (ii) the consequent receipt by the Customer of a written order confirmation document (or similar) from the Supplier. Any quotations or offers (or similar) provided by the Supplier do not constitute an offer to enter into an agreement and are not capable of acceptance, but are rather invitations to the Customer to submit a binding offer.

1.5 The Supplier reserves the right to amend the specification of the Deliverables at any time if required by any applicable statutory or regulatory requirements.

1.6 Notices, claims, etc. which the Agreement requires to be presented in writing, shall be sent by letter, fax or e-mail to the other party's appointed representative without undue delay.

2. Basis of Sales

2.1 The supplier sells and the customer purchase the deliverables in accordance to these terms which are applied to all contracts to the exclusion of all other conditions including anything which the customer may apply under any purchase order confirmation or similar document,

2.2 All orders for the deliverables shall be deemed to be an offer by the Customer to purchase the deliverables pursuant to these Terms.

2.3 No order submitted by the Customer shall be binding on the Supplier until a written confirmation has been provided by the Supplier.

2.4 The weights/volumes, samples and analyses of the Deliverables provided by the Supplier shall be deemed to be accepted by the Customer. Weights/Volumes are determined by the Supplier's weighing/metering system and will form part of the basis of the invoicing. Sampling and analyses shall take place at Supplier's point of shipment. The Supplier will provide the customer with the invoices and other proper documents as required.

2.5 The Customer shall be responsible for ensuring the accuracy of the order and providing any necessary information within a sufficient time to enable the Supplier to perform the Contract in accordance with these terms. These includes quantity, quality and description of the deliverables.

2.6 No confirmed orders may be cancelled by the Customer except with the agreement in writing by the Supplier and on terms that the Customer shall indemnify the Supplier against all loss (including loss of profit, revenue and business), costs (handling and administrative costs) and other expenses the Supplier incurred as a result of the cancellation.

2.7 The Deliverable are being provided strictly on the terms that the Customer has satisfied itself of their suitability for the Customer's purposes. Any advice provided by the Supplier is given to the best of its knowledge and shall not relieve the Customer from undertaking its own investigations and tests.

3. PRODUCT AVAILABILITY AND DELIVERY

3.1 Unless otherwise agreed, the Deliverables are to be made available for pick-up in the Supplier designated warehouse or production site within 24-48 hours of order confirmation during normal business days. If order is processed a day before holidays or weekends then additional day or days will be added. If order is required for a later date then Customer needs to specifically inform Supplier so proper arrangements with warehousing and production can be made. Deliverables should be picked-up by Customer not later than 48 hours of the agreed date.

3.2 If either party should have cause to believe that pick-up or availability will be delayed then it should be communicated in writing. If Customers do not comply with the pick-up schedule, then Supplier can cancel orders and deliverables can be made available for other purposes. Costs associated with this cancellation may be charged back to the Customer.

3.3 For pick-up of Deliverables, the Customer is responsible for the strict compliance with all laws and regulations pertaining to the use of appropriate transportation and handling. Supplier can refuse pick-up of Deliverables if it deems that the transport is not suitable to handle the Deliverables.

3.4 The customer must ensure that proper inspection and checks is done upon pick-up of Deliverables. Any issues relating to product and packaging quality should be identified during warehouse pick-up or before use in the case of bulk Liquids.. Claims must be submitted within 10 business days upon pick-up or delivery (as applicable, i.e. bulk liquids).

3.5 For Deliverables that are arranged for delivery by the Supplier, all expenses incurred including transport, handling and administrative will all be charged back to the Customer. Invoices will be based upon confirmation of receipt of Customer.

3.6 For Supplier deliveries, Deliverables will be made available as per agreed schedule. Customer should ensure that an appointed delegate will be able to receive and inspect Deliverables during the agreed timeframe. Failure to do so will incur some costs which will be charged back to the Customer.

4. TITLE, RISK AND FIXED CHARGE

4.1 Risk in Deliverables shall pass to the Customer on pick-up or delivery.

5. INSPECTIONS AND COMPLAINTS

5.1 As soon as the Customer has received the Deliverables and before starting to use them, the Customer is obliged to carefully examine whether the received Deliverables are in accordance with the agreed quantity and quality and whether the Deliverables suffer from any Safety Defects. The Customer may arrange, at its own expense, for the testing and inspection of the Deliverables by an independent inspection agency.

5.2 The Customer undertakes to submit its notice of claims (with the necessary documentation) directly to the carrier within the notice period specified in the agreement with the carrier in case of any transport damage or missing quantities, and at the same time provide a copy of such notice to the Supplier.

5.3 The Customer may reject wholly or partly any Deliverables delivered to it that do not comply with the agreed quality, quantity or that contains Safety Defects, provided that a notice of rejection is given to the Supplier: (i) in the case of a defect that is apparent on normal visual inspection, within ten (10) business days of delivery; (ii) in the case of a latent defect, within ten (10) business days of the latent defect having become apparent; and (iii) in any event within three (3) months from delivery. If the Customer fails to give such notice of rejection, it shall be deemed to have accepted such Deliverables.

5.4 The delivered quantity shall be regarded as full quantity as long as it does not deviate from the agreed quantity by more than ten (10)%. Such shortfall or excess shall not entitle the Customer to reject a delivery, but a pro rata adjustment shall be made to the invoice by the Supplier based on the actual quantities delivered.

5.5 The invoice number/order form number and the traceability code for the product that has been delivered must be stated in any notice of rejection, as well as a detailed description of the nature and extent of the defect.

5.6 The Supplier may demand to examine the Deliverables or to be sent the Deliverables or a sample of them for examination before agreeing to any complaint. Deliverables must only be returned pursuant to an agreement with the Supplier and any costs relating to returning Deliverables are to be paid by the Customer. Returned Deliverables must be properly packaged and labeled, and the Customer bears the risk for returned Deliverables until they are received by the Supplier. If the complaint is accepted, any transport and insurance costs relating to the returned Deliverables will be paid for by the Supplier. Defective Deliverables shall be placed at the Supplier's disposal and be Supplier's property if the Supplier so demands.

5.7 The supplier will not be liable for any third party or product (i.e. crops) damages caused by the application of the deliverables by the customers.



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6. BREACH OF CONTRACT BY THE CUSTOMER AND INDEMNIFICATION

- 6.1 Should the Customer fail to take delivery of the Deliverables at the agreed time or place of delivery or meet any other obligations, and this is not due to the delivery suffering from a material defect or delay, the Customer shall nonetheless pay for (i) the Deliverables and (ii) any costs incurred by the Supplier (hereunder demurrage) due to the breach. In such cases, the Supplier will take care of the Deliverables for the Customer's account and risk for a reasonable additional period.
- 6.2 Should the Customer fail to take delivery of the Deliverables after an additional deadline which has been stated in writing, the Supplier may (i) terminate the Agreement; (ii) resell or otherwise dispose of part or all of the Deliverables; (iii) and claim compensation for any loss that the Supplier has suffered as a result of the Customer's breach of contract.
- 6.3 The Customer shall indemnify and keep indemnified the Supplier and all members of its Group against any and all actions, claims, losses, damages, demands, expenses and any other losses (including but not limited to legal and other professional fees) arising out of (i) a breach of or failure to comply with any of its obligations under the Agreement by the Customer (or its Representatives); and (ii) a defect in the Deliverables due to an act or omission on the part of the Customer (or its Representatives).

7. PRICES, PAYMENT AND COSTS

- 7.1 If there are any changes in the exchange rates, taxes, duties or other governmental charges or any changes in costs of raw material, transportation or wages during the term of the Agreement, which affects the Supplier's cost for providing the Deliverables, the Supplier shall have the right to change the agreed prices accordingly.
- 7.2 The Supplier may invoice the Customer for the Deliverables on or at any time after delivery or customer pick-up. The Customer shall pay the invoice in full and in cleared funds within the payment terms of 30 days from end of month of the invoice to the bank account nominated in writing by the Supplier. All payments payable under the Agreement shall become due immediately on its termination.
- 7.3 The price of the Deliverables is exclusive of amounts in respect of Goods & Services Tax (GST) or similar taxes (if applicable). The Customer shall, on receipt of a valid GST invoice from the Supplier, pay to the Supplier such additional amounts in respect of GST as are chargeable on the supply of the Deliverables.
- 7.4 Failure of the Customer to make any payment due to the Supplier under the Supplier Terms And Conditions within the specified due date may result in interest* being charged to the Customer on any overdue amount at the Suppliers discretion. *Any interest to be determined by the Suppliers bank rates at the time of due date.
- 7.5 The Customer shall pay all amounts due under the Agreement in full without any deduction or withholding (except as required by mandatory law), and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 7.6 Any and all expenses, costs and charges incurred by the Customer in the performance of its obligations under the Agreement shall be paid by the Customer. All taxes, charges, levies, assessments and other fees of any kind imposed on the purchase, loading and unloading or import of the Deliverables shall be the responsibility of, and for the account of, the Customer.
- 7.7 An order placed against the quotation numbers for a Master Order is a binding legal contract and deemed acceptance to Yara Australia's General Terms & Conditions of Sale including the below Master Order Terms & Conditions, copies of which are found at [weblink] and [weblink] (or available upon request by you to any of our employees) and deemed incorporated to a binding contract between you and Yara Australia Pty Ltd.
- a). The full quantity of product in the Master Order received by Yara Australia will be picked up or delivered as specified in the quotation within the specified time frame.
- b). Yara Australia reserves the right to adjust the quoted price up or down if failure to take the full volume within the specified time frame allocated occurs.
- c). Yara Australia wholly at its own discretion may accept an extension to the pickup / delivery period (of the remaining quantity) and in doing so reserves the right to add the cost of storage for any outstanding volume of product onto the invoice.
- d). If an extension is not granted, Yara Australia reserve the right to invoice the remaining volume in line with its current pricing strategy. Payment shall be made in accordance with the terms of Yara Australia's General Terms & Conditions of Sale including the Master Order Terms & Conditions.

8. PRODUCT LIABILITY

- 8.1 To the fullest extent permitted by applicable law, the Supplier disclaims any liability for injury to persons or damage to moveable or real property, except in the case of losses directly caused by gross negligence or willful misconduct by the Supplier (but not its sub-contractors). Similarly, the Supplier is not liable for damage to products manufactured by the Customer or to other products of which the delivered Deliverables form a part.
- 8.2 Should a third party bring a claim against the Customer for compensation for a loss or the Customer in any other way becomes aware of a Safety Defect or dangerous defects in the Deliverables, the Customer must to the extent possible (i) prevent and limit the danger and damage; and (ii) inform the Supplier of this immediately so that the necessary measures can be implemented.

9. WARRANTY

- 9.1 The Deliverables supplied to the Customer by the Supplier under the Agreement shall at the time of delivery (i) conform to the specification and (ii) comply with all applicable statutory and regulatory requirements.
- 9.2 The warranty in this condition nine (9) is in lieu of all other warranties, whether express or implied by operation of law or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose and/or any other warranty as to the quantity, quality, kind, character or condition of any goods or the adequacy of any warnings concerning the possession, handling, storage, transportation, use or other disposition of material, whether used singly or in combination with other substances.

10. SUPPLIER'S LIABILITY FOR ERRORS AND DEFECTS

- 10.1 Subject to the conditions and limitations set out in these General Conditions of Sale, the Supplier undertakes to remedy all defects which are due to faults in the construction, materials or manufacture by, in its sole discretion, either (i) delivering additional Deliverables to remedy a shortfall of quantity (subject to condition 5.4); (ii) repairing or replacing the rejected Deliverables; or (iii) repaying the price of the rejected part of the Deliverables in full. Once the Supplier has performed such rectification and/or repayment, it shall have no further liability to the Customer in respect of the rejected Deliverables. The total liability for a defect is under all circumstances limited to the defective Deliverables' invoice value.
- 10.2 The Supplier shall not be obliged to deliver further Deliverables in the event the defect in the Deliverables is resulting from failure by the Customer or its Representatives to comply with safety data sheets or other information provided by Supplier, applicable laws, regulations or industry standards relating to the use, handling or storage of the Deliverables.
- 10.3 The Supplier shall not be liable for Deliverables' failure to comply with the agreed quality or quantity in any of the following events: (i) the Customer makes any further use of such Deliverables after giving notice in accordance with condition 5.3; (ii) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, assembly, use and maintenance of the Deliverables or (if there are none) good trade practice regarding the same; (iii) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer; (iv) the Customer alters or repairs such Deliverables without the prior written consent of the Supplier; (v) the defect arises as a result of normal wear and tear, willful damage, negligence, or abnormal storage or working conditions; (vi) the Customer has not paid the total amount for the Deliverables to the Supplier by the agreed due date; or (vii) the Deliverables differ from the specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 10.4 To the fullest extent permitted by applicable law, and except in the case of losses directly caused by gross negligence or willful misconduct by the Supplier (but not its sub-contractors), the Supplier shall not under any circumstances whatsoever, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, be liable to the Customer for any trading losses, loss of profit, loss of goodwill, loss of production, business or business opportunity, loss of anticipated savings, loss or corruption of data or information, or any special, indirect or consequential damage suffered by the Customer.

11. TERMINATION

- 11.1 Without affecting any other rights that it may be entitled to, either party may give notice in writing to the other terminating the Agreement immediately if: (i) the other party commits a material breach of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of twenty (20) business days of being notified in writing to do so; or (ii) the other party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement; or (iii) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up or bankruptcy of that other party; or (iv) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or (v) there is a change of Control of the other party.
- 11.2 A breach of any of conditions 2.5, 4.2, 7.2, 16, 17 and 20 shall be deemed as a material breach of obligations for the purposes of this condition.
- 11.3 On termination of the Agreement (i) each party shall promptly return to the other party all equipment, materials, documentation and property belonging to the other party that the other party had supplied to it or a member of its Group in connection with the supply and purchase of the Deliverables under the Agreement; and (ii) on request, certify in writing to the other party that it has complied with the requirements above.



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12. THIRD PARTY LIABILITY

12.1 To the extent that the Supplier is made liable to a third party in respect of the Agreement, the Customer undertakes to indemnify the Supplier to the same extent as the Supplier's liability is limited according to these General Conditions of Sale.

13. THE USE OF CHEMICALS

13.1 The Supplier publishes safety data sheets which state the correct treatment of the Deliverables, a copy of which is available upon request from the Customer or at http://www.yara.com/products_services/safety_data_sheets/index.aspx.

13.2 The Customer is aware that chemicals can be a dangerous product when stored or used carelessly or wrongly. The Customer undertakes to become familiar and comply with the warning and safety information relating to the product. The Customer undertakes to make sure that the product is properly labeled and that it remains labeled as it was when it was delivered.

14. THE EU'S REACH REGULATION

14.1 The Supplier warrants that it complies with the REACH Regulation in respect of the Deliverables. The Supplier undertakes that all those substances used in the production of and/or incorporated in the Deliverables which are subject to registration under the REACH Regulation, have been or shall be registered by the Supplier and/or by its sub-suppliers in accordance with the REACH Regulation.

14.2 The Customer shall use the Deliverables only for the use(s) registered by the Supplier for the substance(s) incorporated in the Deliverables. The Customer shall also comply with the instructions set forth in any safety data sheet (including any annexed exposure scenario) which may be provided by the Supplier to the Customer in relation to the Deliverables.

15. PRODUCT STEWARDSHIP / SAFETY WALKS

15.1 The Supplier reserves the right to perform, either itself or through a nominated substitute, safety walks and/or safety inspections at the Customer's storage facilities for the Products. Such inspections may take place either before or after Delivery, and the Customer agrees that the Supplier may carry out subsequent periodic inspections at a frequency decided by the Supplier based on an assessment of the risk potential. The Supplier shall notify the Customer of its intention to perform a safety walk/inspection at least one week in advance. The safety walks and/or safety inspections shall be performed by the Parties together in accordance with the Supplier's safety manuals and safety procedures.

15.2 These inspections are for the Supplier's internal purposes only and shall have no legal effect. However, if the Supplier notices a material safety deviation from good industry standard in the storage facilities, its management, or otherwise, the Supplier reserves the right to suspend further deliveries to the Customer until such deviation has been corrected to the Supplier's satisfaction.

15.3 With respect to Deliverables sold under Incoterms CPT, the Customer shall agree on a formal safety protocol with the carrier of the Deliverables. The safety protocol shall consist of, but not be limited to, (i) rules for the carrier to access and work on the Customer's premises; (ii) personal protective equipment requirements; (iii) vehicle standards; (iv) directions and speed limits; (v) training requirements; (vi) normal routine and emergency contact details; and (vii) specific operating procedures.

16. ASSIGNMENT AND SUB-CONTRACTING

16.1 Neither party may assign or transfer or sub-contract any of its rights, benefits or obligations under the Agreement without the prior written consent of the other party, provided that the Supplier may assign, transfer or sub-contract its rights and obligations under the Agreement to another member of its Group.

16.2 The Customer shall notify the Supplier without undue delay when a change of Control of the Customer takes place.

17. CONFIDENTIALITY

17.1 Each party undertakes that it shall not at any time during the term of the Agreement and for a period of five (5) years after termination disclose to any person any Confidential Information disclosed to it by the other party, except as permitted by condition 17.2.

17.2 Each party may disclose the other party's Confidential Information: (i) to its Representatives who need to know such information for the purposes of carrying out the party's obligations under the Agreement, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this condition 17 as though they were a party to the Agreement. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this condition; and (ii) as may be required by law, court order or any governmental or regulatory authority.

17.3 No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under the Agreement.

17.4 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Agreement are granted to the other party or to be implied from the Agreement. In particular, no license is hereby granted directly or indirectly under any intellectual property right held, made, obtained or licensable by either party now or in the future.

18. HARDSHIP

18.1 Where the performance of the Agreement becomes substantially more onerous for one of the parties, that party is nevertheless bound to perform its obligations, subject to the following provisions on Hardship.

18.2 There is Hardship where occurrence of events fundamentally and substantially alters the equilibrium of the Agreement because the cost of a party's performance has increased beyond what would reasonably be expected to be borne by a commercial party, and (i) the events occur or become known to the disadvantaged party after the conclusion of the Agreement; (ii) the events could not reasonably have been taken into account by the disadvantaged party at the time of conclusion of the Agreement; (iii) the events are beyond the control of the disadvantaged party; and (iv) the risk of the events was not assumed by the disadvantaged party.

18.3 In case of Hardship the disadvantaged party is entitled to request renegotiations of the Agreement. The request shall be made in writing and without undue delay and shall indicate the grounds on which it is based. The request for renegotiation does not in itself entitle the disadvantaged party to withhold performance. If the Parties fail to agree on the revision of the Agreement within 6 (six) months of the request either party may terminate the Agreement with immediate effect.

19. FORCE MAJEURE

19.1 A party shall not be in breach of the Agreement, nor liable for any failure or delay in performance of its obligations under the Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control, including any of the following: (i) Acts of God, including flood, earthquake, windstorm or other natural disaster; (ii) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; (iii) terrorist attack, civil war, civil commotion or major riots; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or government order, rule, regulation or direction, or any action taken by a government or public authority, imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (vi) fire, explosion or accidental damage; (vii) loss at sea; (viii) extreme adverse weather conditions (such as iced seaways); (ix) collapse of building structures, failure of material plant machinery, machinery, computers or vehicles; (x) any labor dispute, including strikes, industrial action or lockouts; (xi) non-performance by suppliers or subcontractors; and (xii) interruption or failure of utility service, including but not limited to electric power, gas or water.

19.2 A party that is subject to a Force Majeure Event shall not be in breach of the Agreement provided that (i) it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and (ii) it has used all reasonable endeavors to mitigate the effect of the event to carry out its obligations under the Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

19.3 If the Force Majeure Event continues for a continuous period of more than three (3) months, any party may thereafter terminate the Agreement by giving twenty (20) business days written notice to the other party. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Agreement occurring prior to such termination.

20. STANDARDS OF BUSINESS CONDUCT

20.1 The Customer shall apply standards of business conduct in the conduct of its business which are consistent with the Supplier's Business Partners Code of Conduct, a copy of which is available upon request from the Customer or at link: http://www.yara.com/about/corporate_governance/ethics_program_and_conduct/index.aspx.

20.2 The Supplier may perform an integrity due diligence review of any of its customers to ensure compliance with Supplier's Business Partners Code of Conduct. The Customer shall fully cooperate with the Supplier in the performance of such review, and (if applicable) comply with any and all requests for information and documentation.

21. APPLICABLE LAW AND LEGAL VENUE

21.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Norway. The applicability of the UN Convention on Contracts for the International Sale of Goods 1980 (CISG) is excluded.

21.2 All disputes or claims that arise out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be finally and exclusively settled by arbitration in accordance with the at all times applicable rules of the Arbitration and Dispute Resolution Institute of the Oslo Chamber of Commerce by three arbitrators appointed by the said institute. The place of arbitration shall be Oslo, Norway and the language to be used in the proceedings shall be English. The arbitration, including its proceedings and award, shall be kept confidential.

21.3 Notwithstanding the foregoing, the Supplier shall be entitled to bring action against the Customer before an ordinary court of competent jurisdiction in order to obtain payment from the Customer of the purchase price or part thereof, which is due for payment.



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