

## General Terms of Sale and Delivery of LAT Nitrogen for Melamine and Technical Nitrogen Products

### 1. Acceptance of the General Terms:

All sales of products (the "Products") from the individual selling entity of LAT Nitrogen ("LATN"), stated on the LAT Nitrogen order confirmation or agreed in writing by LAT Nitrogen and the Buyer will be exclusively governed by these General Terms of Sale and Delivery ("General Terms") unless otherwise expressly agreed in writing by LATN. The Buyer's general terms of purchase will not apply unless otherwise expressly agreed in writing by LATN.

"LAT Nitrogen Austria GmbH", "LAT Nitrogen Linz GmbH" and "LAT Nitrogen Piesteritz GmbH", referred to as "LATN" act as the supplier of the product.

"Buyer" refers to the entity or individual purchasing the product.

"Products" encompass all sales of products by the individual selling entity of LAT Nitrogen.

### 2. Price:

2.1. Prices are exclusive of VAT.

2.2. Prior to delivery, LATN may change the prices due to changes in duties and taxation imposed on the relevant sale of Products.

### 3. Payment:

3.1. The Buyer shall make payments in such a way that the full amount due will be credited on LATN's designated bank account with value date latest on the due date mentioned on the payment request (in the form of an invoice or otherwise), without any discount, set-off or counterclaim. If not otherwise specified by LATN, a payment request (in the form of an invoice or otherwise) will be due within 30 days from the date of the payment request.

3.2. Overdue payments shall automatically accrue interest, without further notice of default, at a rate indicated on LATN's invoice.

3.3 All payment requests shall become due and payable immediately in the event of justified doubts concerning to the Buyer's solvency or creditworthiness, if insolvency, liquidation or other debt restructuring proceedings are initiated against or by Buyer or any of its affiliated companies.

### 4. Delivery:

4.1. If not otherwise specified by LATN, delivery shall be CPT (INCOTERMS 2010) named place of destination.

4.2. In case of substantial delay in delivery, LATN will inform the Buyer as soon as possible and provide a new date of delivery. If the new date of delivery is deemed unreasonable by the Buyer, as sole remedy the Buyer shall be entitled to cancel the order free of charge.

4.3 If Buyer fails to make payments when due or if LATN at any time has reasonable matters to believe the ability of the Buyer to perform its obligations hereunder is impaired, LATN may suspend deliveries of Products until Buyer has either provided cash payment in advance or security for payments in a form acceptable to LATN. LATN may cancel any order confirmation if Buyer fails to provide such cash payment in advance or security to LATN.

### 5. Acceptance of the Products:

5.1. Buyer shall carefully examine the Product(s) immediately upon delivery and inform LATN in writing if the Product or their packaging is found to be defective in any respect.

5.2. Any lack of conformity which cannot be discovered, despite of careful examination in accordance with Clause 5.1, must be notified immediately when it becomes known to the Buyer.

5.3. The Products shall be deemed accepted if the Buyer does not give notification in accordance with Clauses 5.1 and 5.2 above.

### 6. Warranty and compliance with laws:

6.1. LATN exclusively warrants that the Products at the time of delivery comply with the specifications agreed to in writing by LATN.

6.2. LATN does not extend any warranty (express or implied) of merchantability, fitness for a specific purpose, application or manufacturing process or otherwise (even if known to LATN or in specific or general statements recommended by LATN such as the datasheet).

6.3. It is the Buyer's responsibility to verify compliance with intellectual property rights and that the Products are suitable for the Buyer's particular purpose, application and manufacturing methods.

6.4 Buyer and LATN shall comply with the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, applicable environmental, safety, tax and export control laws related to the conclusion and performance of this Contract.

### 7. Liability:

7.1. Without prejudice to anything else mentioned in these General Terms, LATN's accumulated liability for whatever reason including but not limited to shortfall or lack of conformity shall be limited to two times the invoiced value of the non-conforming or shortfall Products. However, LATN will not be liable for loss of profit, turnover, production or goodwill directly or indirectly suffered by the Buyer.

7.2 The foregoing limitations do not apply in case of gross negligence or willful misconduct by LATN.

### 8. Force Majeure:

Neither party shall be liable to the other for any failure in performance of their obligations, except for obligations to pay, due to any cause beyond their reasonable control or making performance unreasonably burdensome (Force Majeure). This includes but is not limited to, industrial actions, accidents, explosions, fire, embargo, war (declared or undeclared), terrorist acts, requisition of materials, plant or machinery breakdown, energy or transport restrictions and deficiencies or delays in deliveries from suppliers due to such causes. The Buyer and/or LATN may cancel a confirmed purchase order free of charge if a Force Majeure event lasts more than 30 days.

### 9. Retention of Title:

9.1 LATN reserves title to all delivered Products, until paid for in full by Buyer.

9.2 If the Product has been processed, combined or mixed by Buyer with other goods of Buyer or any third party (the "Finished Product"), (i) LATN acquires joint title pro rata to that part of the Finished Product that represents the invoiced value of LATN's Product in relation to the total value of the Finished Product and (ii) Buyer hereby assigns its rights to LATN with regard to the Finished Product.

9.3 The Buyer is entitled to sell the Finished Product in the ordinary course of business and hereby assigns to LATN all claims against third parties that arise from or in connection with such sale.

### 10. Free of charge deliveries:

Products delivered by LATN to Buyer on a free of charge basis are at Buyer's sole risk. LATN makes no warranty and takes on no liability whatsoever related or arising out of the use of such Products (except in case of willful misconduct or blatant gross negligence).

### 11. Sanctions:

The Buyer represents and warrants to LATN, on the date of this Agreement, that the Buyer:

- a) is not a person or entity that is named on any Sanctions List or directly or indirectly targeted under any Sanctions;
- b) is not violating any applicable Sanctions or Embargos.
- c) has not involved any persons or entity with reference to a) and b) with the negotiation of, entry into or performance of this Agreement.

A Buyer's breach of the obligations mentioned under this section shall give LATN the right to terminate the contract. The Buyer shall be liable and indemnify LATN for any expenses and/or damages incurred by LATN due to Buyer's breach of its obligations as stated in this section.

**12. Compliance:**

The Buyer represents and warrants to LATN:

- a) to comply with all applicable laws, statutes, regulations relating to Compliance topics like anti-bribery/anti-corruption and fair competition/antitrust;
- b) not to engage in any activity, practice or conduct which would constitute an offence under applicable law; and
- c) to conduct business with LATN in accordance with LATN's Ethics Policy for Business Partners which can be amended from time to time.

Buyer shall be liable and indemnify LATN for any expenses and/or damages incurred by LATN due to the breach of its obligations.

**13. Applicable Law and Venue:**

13.1. The General Terms, together with the order confirmation, and other written agreements related to the relevant sale (together, the "Contract"), shall be governed by Austrian law by exclusion of its rules for conflict of laws. The regulations of the United Nations Convention on Contracts for the International Sale of Products shall not apply.

13.2. Any dispute arising in connection with the Contract shall be exclusively submitted to the jurisdiction of the competent court in Linz, Austria or at the choice of LATN to the competent court of where the Buyer has its principal place of business.

**14. Partial Invalidity:**

If any one or more of the provisions of the Contract shall be held invalid or unenforceable, such provision shall be modified or eliminated to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of these General Terms shall not be affected.

**15. Assignment:**

LATN may at any time assign the Contract to any of its affiliates.

**16. Services:**

These General Terms also apply to ancillary services delivered by LATN to the Buyer in relation to the Products.

**17. Precedence:**

In the event of any conflict, the terms of the LATN order confirmation or other expressed written agreements shall take precedence over these General Terms.

**18. Data privacy:**

LATN and Buyer shall, during the term of the Agreement:

- a) comply with, and ensure that all representatives comply with, all applicable data privacy laws and regulations in connection with Personal Data and their performances under the Agreement;
- b) not do, or cause or permit to be done.

LATN and Buyer agree in particular to comply with the following fundamental principles in relation to the processing of personal data:

- a) Personal data must be processed in a lawful, fair and transparent manner.
- b) Personal data must only be collected for specified, explicit and legitimate purposes and not be further processed in a way that is incompatible with those purposes.
- c) Personal data processed must be adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.
- d) Personal data must be accurate and kept up to date.
- e) Personal data must be kept in a form that makes it possible to identify data subjects for no longer than is necessary for the purposes of the processing.
- f) Appropriate security must be ensured in the processing of personal data, including protection against unauthorised or unlawful processing, and against accidental loss, destruction or damage, using appropriate technical or organisational measures.