

## GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF GOODS

### ARTICLE 1 – SCOPE OF APPLICATION

This purchase of the Goods is made on the basis of the following General Terms and Conditions for Procurement. The Purchase Order together with these General Terms and Conditions for Procurement constitute the Contract. Any deviating sales conditions on documents from Seller (such as confirmation orders or invoices) shall not apply, unless expressly and previously confirmed in writing by LAT.

### ARTICLE 2 - DELIVERY & TRANSFER OF TITLE AND RISK

- 2.1 Unless otherwise provided in the Purchase Order, the Goods shall be delivered DDP Incoterms 2020, at the Place of Delivery identified in the Terms of Delivery of the Purchase Order.
- 2.2 The Delivery Date is specified in the Purchase Order and Seller must deliver all the Goods strictly in accordance.
- 2.3 Title and risk to the Goods shall be transferred to LAT at the Place of Delivery, immediately after unloading, unless the Goods are rejected by LAT.

### ARTICLE 3 - DELAY IN DELIVERY

- 3.1 If at any time Seller is not making sufficient progress to meet the Delivery Date, it shall immediately notify LAT in writing. Seller shall within two working days following such notice inform LAT about
  - a) the reason for and the duration of the delay, and
  - b) the measures which Seller has undertaken to comply with the Delivery Date.Seller shall, at no cost for LAT, immediately effect all such measures.
- 3.2 If Seller's measures to comply with the Delivery Date are not sufficient, LAT may undertake all necessary and reasonable measures at Seller's cost, including but not limited to the termination of this Contract.

### ARTICLE 4 – LIQUIDATED DAMAGES

- 4.1 If the delivery of the Goods is delayed and LAT does not terminate the Contract in accordance with article 3.2 above, Seller shall pay liquidated damages to LAT at a rate of 0,35% of the Purchase Price per day of delay.
- 4.2 Seller's aggregate liability for the liquidated damages under this Article is limited to 10% of the Purchase Price.

### ARTICLE 5 – PAYMENT TERMS & INVOICE

- 5.1 Unless otherwise provided, in the Purchase Order the Purchase Price shall include all expenses in connection to the delivery of the Goods, including packaging, transport, insurance, and any national, state or local taxes of whatever nature payable until the delivery, except VAT. If requested by LAT, the invoices shall specify as separate items the different expenses listed above.
- 5.2 Unless otherwise provided in the Purchase Order, the Terms of Payment will be net sixty (60) days end of month from the Delivery Date.

### ARTICLE 6 - CONFORMITY & WARRANTY

- 6.1 The Goods shall meet the agreed specifications. Any change to the specifications has to obtain LAT's prior written consent. In particular, the Goods shall be deemed non-conforming when
  - they are not the ones specified in the Purchase Order, or do not conform to the specifications, samples or other descriptions and requirements set forth or described in the Purchase Order, or are defective; or
  - the manufacture, packaging, labelling or transportation of the Goods does not comply with any and all national, state and local laws, rules, regulations and ordinances; or
  - they infringe upon any existing or pending patents, copyrights, trade secrets or other proprietary rights of third parties; or
  - they are not free from all liens, encumbrances and claims of third parties; or

- a different quantity than the one required in the Purchase Order is delivered; or
  - they do not possess the necessary qualities for LAT's intended usage expressly or implicitly specified.
- 6.2 Seller warrants that none of the Goods shall be non-conforming in the meaning of article 6.1. above.
- 6.3 LAT shall have the right but not the obligation to inspect all the Goods. If any of the Goods are non-conforming, LAT will notify Seller within 90 days of identification of non-conformance and shall have, in addition to the available legal remedies and claims, including damages, the right to:
- reject such Goods without obligation or liability and direct Seller, at Seller's sole risk and expense, to properly dispose of such Goods; and
  - obtain either the replacement of such Goods by conforming Goods, or be reimbursed of any Purchase Price paid to Seller in relation to such Goods; and
  - if necessary, purchase similar Goods from another vendor.
- 6.4 Seller shall not replace any non-conforming Goods without LAT's written consent. Any replacements of the Goods shall be additionally and automatically warranted against non-conformity and subject to the same obligations of Seller.
- 6.5 Seller shall obtain adequate product liability insurance coverage for the Goods, and provide LAT at its first request with adequate evidence of such coverage.

## **ARTICLE 7 – CHANGES**

LAT is entitled to change its Purchase Order in respect of the quantity, quality or other characteristics of the Goods. Seller must advise LAT of the resultant impact of the changes on the Purchase Price and on the Delivery Date within a week after receipt of the changes to the Purchase Order. Seller may only implement the changes after LAT written approval of the impact on the Purchase Price and on the Delivery Date.

## **ARTICLE 8- TERMINATION**

In the event of Seller's default, LAT, without prejudice to any of its other rights or remedies, shall have the right to immediately terminate the Contract or any part of it by written notice to Seller, and claim damages. Seller shall be considered to be in default if, inter alia, one or more of the following situations occur:

- Seller becomes insolvent, bankrupt or makes an assignment for the benefit of its creditors.
- Seller is in material breach of its obligations hereunder, if the material breach is not capable of being remedied or has not been remedied within two weeks after its occurrence.
- Seller does not comply with the Delivery Date.

## **ARTICLE 9- ETHICS AND COMPLIANCE**

- 9.1 Seller agrees to conduct business with LAT in accordance with LAT's Ethics policy for business partners ([Ethics \(lat-nitrogen.com\)](https://www.lat-nitrogen.com/ethics) ).
- 9.2 Seller as well as any of its affiliates, respective directors, officers or employees shall not engage in, support or facilitate transactions or activities that violate any laws, regulations, rules or requirements in force from time to time, including without limitation, of the European Union, any EU member state, the United Kingdom, the United Nations or the United States of America relating to trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws.
- 9.3 Notwithstanding any other provisions hereunder, national data protection laws and the General Data Protection Regulation (GDPR) EU 2016/679 as amended shall apply and be adhered to by both Parties. Each Party shall use, and ensure that its respective subcontractors use, all personal data of the disclosing party exclusively for the purposes of performing the Contract. The disclosing party confirms that it is authorized to provide the receiving party with personal data.

#### **ARTICLE 10– GOVERNING LAW & JURISDICTION**

The purchase of the Goods shall be governed by and construed according to the laws of Austria, without recourse to the conflict of law principles of such jurisdiction.

Any dispute shall be exclusively submitted to the jurisdiction of the competent court in Vienna, Austria or, at the choice of LAT, to the competent court of where the Seller has its principal place of business. In the latter case LAT is entitled to waive the application of Austrian law to the benefit of local law.