

1. Definitions

In these General Terms and Conditions of Procurement ("General Ts&Cs"), the capitalized terms defined below shall have the following meanings:

Affiliate: with respect to either Party, any company directly or indirectly controlling, controlled by, or under common control of such Party. **"Control"** (and the related term controlled) in this context means the direct or indirect ownership of more than 50% of the voting capital or similar right of ownership or the power to direct or cause the direction of the management and policies of such entity, whether by contract or otherwise;

Agreement: collectively, all terms and conditions that have been agreed in writing between Buyer and Seller with respect to the subject matter hereof, and may include, as applicable, a framework contract, project-specific contract, the relevant Purchase Order(s), and these General Ts&Cs;

Buyer: AGF Nitrogen Ammonia Distribution B.V.

Claims: any and all claims, lawsuits, actions, damages, liabilities, deficiencies, costs, losses, fines, penalties, legal fees and expenses;

Goods: tangible products to be delivered pursuant to the Agreement;

Offer: proposal or quote from Seller that Buyer may accept or reject;

Party: Buyer or Seller; Buyer and Seller together are referred to herein as the "Parties";

Purchase Order: order issued by Buyer to Seller, inclusive of all accompanying documentation, for the supply of Goods, Services or a combination thereof;

Restricted Party: any person or legal entity listed on any Sanctions List, or located in or incorporated under the laws of a country or territory subject to Sanctions, or otherwise a target of Sanctions. The meaning of Restricted Party also includes any legal entity that is controlled by a person or legal entity that is subject to Sanctions, or any person or legal entity acting on behalf of one or more persons or legal entities (i) listed on any Sanctions List, or (ii) located in or incorporated under the laws of a country or territory subject to Sanctions;

Sanctions: any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Departments of State or Commerce, the United Nations, the European Union, the United Kingdom, other applicable jurisdictions or the respective governmental institutions and agencies of any of

the foregoing (together the "Sanctions Authorities");

Sanctions List: any list maintained by, or public announcement of Sanctions designation made by any of the Sanctions Authorities, each as amended, supplemented, or substituted from time to time;

Seller: the individual or entity that is selling Goods, Services, or a combination thereof to Buyer;

Seller's Representative: any person acting on Seller's or Seller's Affiliates behalf, including directors, officers, agents, contractors, Subcontractors and employees or any party acting on behalf of any of the foregoing;

Services: the services to be delivered by Seller or Subcontractors pursuant to the Agreement;

Subcontractor: the individual or entity hired by Seller to assist Seller in the execution of the Agreement.

Written, in writing: communication in the form of a letter or other document and includes any electronic communication.

2. Applicability

2.1 These General Ts&Cs apply to all (requests for) Offers, Agreements, Purchase Orders, order confirmations and other engagements in connection with Seller delivering Goods, Services, or a combination thereof to Buyer.

2.2 The applicability of any general terms and conditions used by Seller is hereby expressly excluded unless agreed otherwise in writing. In the latter case, should any contradiction arise between the general terms and conditions used by Seller and these General Ts&Cs, these General Ts&Cs shall prevail.

2.3 Except as set forth in Article 2.2 of these General Ts&Cs, should the terms and conditions of an Agreement conflict with these General Ts&Cs, then the terms and conditions of the Agreement shall prevail.

3. Formation of Agreement

3.1 Offers shall be binding upon Seller, unless the relevant Offer explicitly states otherwise.

3.2 No Agreement shall be binding upon Buyer until an authorized representative of Buyer sends Seller a written confirmation or Purchase Order to that effect.

3.3 Seller's fulfilment of (part of) a Purchase Order shall in any case constitute Seller's acceptance of that particular Purchase Order.

3.4 Seller shall bear its own costs in relation to forming an Agreement or preparing an Offer.

4. Prices, Invoicing and Payment

- 4.1. Unless otherwise agreed in writing, all prices included in an Offer or the Agreement shall be (i) fixed and (ii) exclusive of any VAT but (iii) inclusive of all other taxes, levies and fees (including licensing fees) and (iv) including all costs and contributions. Unless agreed otherwise in writing or required by law, payment by Buyer is due within sixty (60) calendar days after receipt of a correct and complete invoice and all relevant underlying documentation to facilitate full and timely compliance with all relevant tax reporting obligations.
- 4.2. Failure to satisfy the agreed requirements with regard to invoicing, shipping instructions and packing lists, as well as failure to include all necessary data in these documents, shall entitle Buyer to suspend its payment obligation to Seller.
- 4.3. Buyer's payment shall not constitute an acceptance of the Goods and/or Services or a waiver of any of its rights.
- 4.4. Buyer shall at all times be entitled to pay in the currency stated in the Agreement, using the exchange rate applicable on the invoice date.
- 4.5. Seller shall not be entitled to set off or suspend payment of any amount it owes to Buyer for any reason.
- 4.6. Seller shall not invoice, and in no event shall Buyer be responsible for the payment of any amounts invoiced more than ninety (90) days past the date of delivery of the Goods or performance of the Services to which such amounts relate.

5. Delivery of Goods

- 5.1. Unless agreed otherwise in writing, Goods shall be delivered to Buyer's location DDP (Delivered Duty Paid) in accordance with the most recent Incoterms prepared by the International Chamber of Commerce, inclusive of proper packaging and documentation. Seller shall, at its own expense, insure the Goods to be delivered to Buyer against transport damage.
- 5.2. Seller warrants that it shall deliver the Goods to Buyer within the agreed term and without interruption or delay, time being of the essence.
- 5.3. Without prejudice to Article 5.2 of these General Ts&Cs, Seller shall be obliged to notify Buyer immediately in writing of any delay or anticipated delay in the execution of Seller's obligations under the Agreement. Any exceeding of a delivery time, no matter how small, shall cause Seller to be in default. If Seller does not deliver the Goods within the stated time period, Buyer may (a) require Seller to deliver the Goods by the most expeditious means available at Seller's expense or (b) cancel all or any part of the undelivered Goods.

- 5.4. Delivery shall be complete when the Goods have been delivered in accordance with the Agreement and accepted by Buyer and Buyer has signed for acceptance of the delivery. Such signing shall in no way entitle Seller to derive any rights, nor preclude Buyer from exercising any rights.
- 5.5. Buyer's failure to perform one or more of its obligations shall not entitle Seller to suspend performance of one or more of its obligations.

6. Supply of Services

- 6.1. Services shall be supplied in the manner and within the term stipulated in the Agreement.
- 6.2. Services shall be performed in a good and workmanlike manner, exercising the knowledge, skill and care of an expert in the performance of similar services but in no event less than a reasonable level of knowledge, skill and care, and using competent and properly trained, certified, accredited and/or licensed personnel and be executed without interruption.
- 6.3. The Services have been provided in full when Buyer has confirmed in writing that the Services have been provided and are approved. Seller shall not derive any rights from this confirmation, nor shall such confirmation preclude Buyer in any way from exercising its rights.
- 6.4. To the extent Services are supplied for a fee based on hours worked and/or costs incurred, Seller shall keep records of all costs, expenditures and hours worked and shall grant Buyer the right of inspection thereof.
- 6.5. Seller may only delegate the supply of Services to a Subcontractor with Buyer's prior written consent.
- 6.6. Buyer's failure to perform one or more of its obligations shall not entitle Seller to suspend performance of one or more of its obligations.

7. Inspection

- 7.1. Buyer shall at all times be entitled, but not obliged, to inspect the Goods to be delivered (or to cause them to be inspected) or to examine whether Services are or were supplied in accordance with the Agreement and Seller shall then be obliged to fully cooperate with such inspection.
- 7.2. Buyer shall be entitled to reject any Goods delivered and/or Services provided (i) at a time other than agreed, (ii) in volumes and/or quantities other than agreed, (iii) in inadequate or damaged packaging or (iv) with one or more defects. In such case title and risk of the rejected Goods shall transfer to Seller and Seller shall bear the expense of returning the Goods, without prejudice to Buyer's right to compensation for any damages, losses, or expenses incurred as a result of Seller's failure to perform its obligations.

- 7.3. Seller shall not derive any rights from the results of an inspection or examination as referred to in Article 7.1 of these General Ts&Cs nor from Buyer refraining from performing same.
- 7.4. Buyer shall never be bound by any term set by Seller within which Buyer must notify Seller of (i) Buyer's rejection of the Goods or Services or (ii) any complaints regarding non-conformity of the Goods or Services.

8. Title and Risk

- 8.1. Except as described in Article 8.2 of these General Ts&Cs, title to the Goods shall pass to Buyer at the moment of transfer of risk pursuant to the relevant Incoterm, unless agreed otherwise in writing.
- 8.2. If the Agreement stipulates payment in advance, title shall pass to Buyer immediately upon payment and Seller shall mark and identifiably store the raw materials, other materials and semi-finished products intended for use in the production or manufacture of the Goods to be delivered, as well as the finished Goods. The risk in such Goods shall remain with Seller until acceptance and delivery pursuant to Article 5 of these General Ts&Cs.
- 8.3. Where Seller has or regains custody of the Goods owned by Buyer, Seller warrants that Buyer retains unencumbered title to the Goods, also when stored at or repaired by a third party. During the period Seller has custody of the Goods, all loss of and damage to such Goods shall be for the account of Seller.
- 8.4. Seller waives all rights and powers vested in it pursuant to any right of retention or right to reclaim unpaid Goods.

9. Quality Assurance and Quality Control

- 9.1. Seller shall control and examine the quality of the Goods and/or Services and the progress and delivery with due care.
- 9.2. Seller shall ensure that Buyer shall upon reasonable notice have the opportunity to inspect the manufacturing process of the Goods and/or the location where all or part of the Services are provided. Seller shall be obliged to fully cooperate with such inspection. Buyer and Seller will each bear their own cost in relation to the inspection.
- 9.3. Seller shall provide Buyer and/or the inspector that acts on behalf of Buyer with all data, documents and other information, whether in written, verbal and/or electronic form as reasonably requested by Buyer and/or the inspector for the inspection.

10. Verified Changes to Goods and/or Services

Buyer's written permission shall be required before Seller can make any changes to raw and other materials and/or changes that could affect the specifications and/or suitability of Goods

and/or Services. Seller shall provide Buyer with ample prior written notice of any such changes and shall afford Buyer the opportunity to assess such changes. Seller will supply to Buyer, as needed, data, drawings, specifications, test results, quality documentation, schedules, and other documents and information regarding (proposed) changes.

11. Chemical Substances

With regard to chemicals supplied, Seller confirms that it is fully aware of the applicable chemical control regulations. To the extent that any Goods or any of their substances fall within the scope of such chemical control regulations, Seller confirms and represents that the Goods or any of their substances are fully compliant with such regulations. Seller will provide the (pre-)registration number(s) to Buyer.

12. Warranties

- 12.1. Seller warrants that the Goods and/or Services to be supplied shall meet all requirements of the Agreement and be in full conformity with all applicable laws and regulations.
- 12.2. Seller has all necessary rights, including intellectual property rights, and permits to fulfil its obligations pursuant to the Agreement. Seller shall timely furnish Buyer with all applicable licences, permits, documents, information, specifications, certificates and instructions necessary for the safe and correct transport, use, handling, processing, maintenance, storage and/or sale of the Goods or provision of Services.
- 12.3. Seller warrants that, for a period of two (2) years after the delivery of the Goods and/or performance of the Services, such Goods and Services will (i) be fit for Buyer's particular purposes of use; (ii) be of high quality, and be free from defects in title, design, material, and workmanship; and (iii) comply with the most stringent of Buyer's or Seller's specifications, performance guarantees, and requirements.
- 12.4. Seller warrants that Goods and Services satisfy statutory and regulatory requirements, both in the country of delivery and in the country of destination.
- 12.5. Seller agrees to assign to Buyer the benefit of any Subcontractors' warranties. Until such assignment, Seller will co-operate with Buyer in any reasonable arrangements to provide Buyer with the benefit of such warranties including enforcement at the cost of Seller and for the benefit of Buyer.
- 12.6. If the Goods and/or Services do not conform to any of the warranties set forth in the Agreement, then, at Buyer's option, Seller will, at Seller's expense,

repair or replace the defective Goods or reperform the Services.

- 12.7. Seller is responsible for all expenses and damages which Buyer incurs as a result of non-conformance of the Goods and/or Services.
- 12.8. In the event of urgency or if, upon consultation with Seller, it must reasonably be assumed that Seller will fail to perform its warranty obligations hereunder in due course, Buyer shall be entitled to remedy or have the nonconformity remedied, and in such case, Seller shall reimburse Buyer for any reasonable costs Buyer incurs. This shall not discharge Seller from its obligations pursuant to the Agreement.
- 12.9. The warranty period shall recommence upon Buyer's acceptance of repaired or replaced Goods or reperformed Services.
- 12.10. If any repair work, replacement or supplementary delivery of the Goods and/or Services does not conform to the warranties set forth in the Agreement, Buyer will be entitled to a refund of the price paid for the relevant Goods and/or Services.

13. Liability

Seller shall be liable to Buyer for all direct and indirect damages suffered by Buyer, caused by or resulting from acts, omissions or negligence on the part of Seller's Representatives, except to the extent such damages are attributable to Buyer's gross negligence or willful misconduct.

14. Indemnification

- 14.1. Seller shall defend, indemnify, and hold harmless Buyer and its Affiliates and each of its and their respective officers, directors, employees, successors, assigns, contractors, customers, distributors, resuppliers, agents and representatives (the "**Indemnified Parties**") from and against Claims resulting from, arising out of or related to Seller's or Subcontractors' fault, negligence, or breach of the Agreement.
- 14.2. Seller shall be fully liable for the correct and timely payment of all taxes, levies, fees, costs and contributions owed in respect of the performance of the Agreement and shall indemnify the Indemnified Parties against Claims made by and compensation paid to any third party relating to these.
- 14.3. The Indemnified Parties shall not be liable to Seller for Claims based on or ensuing from the Agreement, unless such Claim is the result of wilful misconduct or gross negligence fully attributable to Buyer.

15. Insurance

- 15.1. Seller shall procure and maintain at its own expense appropriate insurance coverage with financially sound and reputable insurers (including but not limited to liability insurance and all other mandatory insurances) adapted to the nature of the Goods and/or Services.
- 15.2. If the Services include work or tests to be performed at Buyer's premises, Seller shall procure and maintain at its own expense liability insurance with a minimum coverage equivalent to EUR 2,000,000 per incident for damages caused on Buyer's or any third party's property or personnel in connection with such work, Services, or tests.

16. Intellectual Property Rights

- 16.1. Seller grants Buyer a non-exclusive, perpetual, irrevocable, global, royalty free, sublicenseable and transferable right to use all intellectual property rights relating to the Goods and/or Services supplied by Seller.
- 16.2. Seller warrants that the manufacture, sale, use, and/or delivery of Goods and/or Buyer's use of the Services supplied or sale and application of such Goods and Services shall not constitute an infringement, directly or indirectly, on any intellectual property rights, including any patent, copyright, trademark, trade secret, or any other proprietary rights of any third party.
- 16.3. Seller agrees to defend, indemnify and hold harmless Indemnified Parties against any actual or alleged third party Claims ensuing from any infringement or alleged infringement of the (use of) Goods and/or Services on the intellectual property rights.
- 16.4. To the extent that Buyer provides Seller with auxiliary materials to which Buyer holds an intellectual property right, Seller acknowledges that Buyer is and shall at all times remain the owner of such right and that Seller shall not acquire any such intellectual property right or title thereto. Seller shall, at its own risk and expense, manage and maintain any such auxiliary materials in good condition. Seller shall not use such auxiliary materials for the benefit of, or allow them to be used by, any third party without Buyer's written consent to that effect.
- 16.5. If Seller develops for Buyer any Goods or Services (including reports, drawings, design and/or software) then any intellectual property right which may be invoked in respect thereof (including source code and documentation) shall vest or be vested exclusively in Buyer. Any compensation in that respect shall be deemed to be included in the agreed price of the Goods and/or Services. Where necessary, Seller shall fully cooperate free of

charge in the vesting of such rights in, or the transfer thereof to, Buyer.

- 16.6. Seller is not entitled to make use of or refer to any trademark, trade name, domain name, patent, design, copyright or other intellectual property right of Buyer, unless Seller obtained the prior written consent of Buyer.

17. Force Majeure

Provided that an affected Party promptly notifies the other Party in writing after becoming aware of Force Majeure (as defined below), neither Party will be deemed to be in breach of the Agreement to the extent that non-performance is beyond a Party's reasonable control and could not have been prevented by such Party through reasonable precautions or mitigation efforts ("**Force Majeure**"), which may include fire, flood, hurricane, earthquake, other extreme elements of nature, initial phase of epidemic, war, national emergency, terrorism, riots, rebellions, revolutions, other civil disorders or actions of military authorities. The following circumstances shall not be considered Force Majeure: lack of staff, strike actions at or caused by Seller, breach of contract on the part of third parties engaged by Seller, transport problems on the part of Seller or third parties engaged by Seller, lack of auxiliary materials, cash and/or solvency problems on Seller's part or Sanctions imposed on Seller. During any period of Force Majeure, (i) Seller shall continue to perform its obligations pursuant to the Agreement to the fullest extent possible, and (ii) in case of any shortage, Seller shall allocate its available supply of Goods and/or Services in an at least proportional way to Buyer and (iii) Buyer may terminate the Agreement or any part thereof without penalty, liability or compensation being due by Buyer.

18. Confidentiality

- 18.1. Seller acknowledges that in connection with the Agreement it may obtain confidential information from Buyer. This confidential information (including information about projects, results of business operations, etc.) shall, both during the term of the Agreement as well as thereafter, remain the exclusive property of Buyer and may not be made public, disclosed to a third party or used for any purpose other than for the performance of the Agreement, unless Seller has obtained Buyer's express prior written permission to do so.
- 18.2. Seller shall refrain from providing any information to third parties about its relationship with Buyer unless Seller has obtained Buyer's express prior written permission to do so.

- 18.3. Seller shall be obliged to impose the obligation laid down in this Article 18 on Seller's Representatives. Seller warrants that Seller's Representatives shall not infringe on this duty of confidentiality.

19. Termination for Cause

- 19.1. Buyer shall, at its discretion, be entitled to suspend or terminate all or part of the Agreement with immediate effect and without any judicial intervention being required (and without Buyer being liable to pay damages) by notifying Seller in writing of such suspension or termination, without prejudice to Buyer's right to claim damages, if:

- (i) Seller fails to perform, timely or properly, one or more of its material obligations pursuant to the Agreement;
- (ii) Seller has requested or been granted a suspension of payments, has filed for bankruptcy, or has been declared bankrupt;
- (iii) if Buyer, in its sole discretion, determines that Sanctions or export controls prohibit or create risk for it to continue under the Agreement or believes that continuing with the Agreement will put Buyer at risk of violating anti-corruption or bribery laws;
- (iv) Seller has been put under a guardianship order or has been put into receivership;
- (v) Seller merges, splits, gets sold, suspended, discontinued or in any way ceases or transfers all or part of its business;
- (vi) permits or licenses that Seller requires for performing the Agreement have ended or been revoked;
- (vii) an attachment order has been imposed on a significant portion of Seller's business assets;
- (viii) Seller is non-compliant with applicable laws and regulations;
- (ix) Seller makes unapproved changes as referred to in Article 10 of these General Ts&Cs.

- 19.2. Any Claims which Buyer may have or acquire against Seller in any of the cases referred to in Article 19.1 of these General Ts&Cs shall be immediately due and payable in full.

- 19.3. Termination of the Agreement, regardless of the grounds for such termination, shall not affect or terminate rights or obligations which expressly, or by virtue of their nature or purport, evoke obligations with respect to confidentiality, intellectual property rights, or rights and obligations that arose during the term of the Agreement.

20. Termination for Convenience

Buyer may terminate the Agreement for any or no reason, effective immediately upon written notice to Seller or upon such later date as set forth in such notice. Seller shall discontinue the Services and/or

supply of Goods under such Agreement immediately upon the effectiveness of such termination and shall take all steps necessary to protect the Goods or Services completed. At Buyer's election, Seller shall deliver all or any portion of the Goods completed, with all warranties, or dispose of such Goods as Buyer may reasonably direct. Upon such termination, Seller will be entitled to (a) compensation for all conforming Goods delivered and Services performed prior to such termination and (b) except to the extent compensated under (a), reimbursement of all reasonable, documented costs actually incurred by Seller prior to such termination in connection with the Services and/or Goods (except with respect to any Goods that are in Seller's standard stock). Seller will not be entitled to any lost profits with respect to any Services not performed or Goods not delivered to Buyer.

21. Compliance

- 21.1. **General Compliance.** Seller warrants, represents and undertakes that both Seller and any of Seller's Representatives will comply with the Business Partner Code of Conduct of OCI Global as well as all applicable laws, rules, regulations and decrees ("Legislation") concerning, including but not limited to, Sanctions, export controls, anti-bribery and anti-corruption, anti-money laundering, anti-fraud, personal data protection, competition, human rights including modern slavery, in performing the Agreement.
- 21.2. **Sanctions Compliance.** Seller warrants and confirms that: (a) neither Seller nor any of Seller's Representatives is a Restricted Party; (b) neither Seller nor Seller's Representatives will violate Sanctions in relation to any Goods and/or Services and transaction covered by the Agreement; (c) Seller will not originate any (part of) Goods, Services, equipment, parts, components, technical data, software or hardware from a Restricted Party or an OFAC embargoed jurisdiction; (d) no Restricted Party has and will have any kind of benefit arising from the Agreement; (e) Seller and Seller's Representatives shall refrain from any activities that may cause Buyer, its Affiliates, any of their respective directors or officers, or any party acting on behalf of any of the foregoing; (i) to become a Restricted Party and/or (ii) to violate Sanctions.
- 21.3. **Anti-Bribery and Anti-Corruption.** Seller and Seller's Representatives will comply with United States Foreign Corrupt Practices Act, the UK Bribery Act, the principles of the OECD Convention on Combating Bribery of Foreign Public Officials, and all applicable anti-bribery and anti-corruption laws and regulations including the laws of all countries where business will be conducted or

Services performed pursuant to the Agreement. Seller and Seller's Representatives do not and will not, either directly or indirectly, pay, offer, promise to pay, or give anything of value to any person or entity, including a government official, government (controlled) entity, or political party, with the intent to obtain any improper benefit or to improperly influence any act or decision by such person or party for the purpose of obtaining, retaining, or directing business.

- 21.4. **Consequences of Violation.** If Buyer is of the reasonable opinion that Seller has breached any provisions of this Article 21, Buyer may (without incurring any liability of any nature to Seller) use its rights provided under Article 19 and 20 of these General Ts&Cs or take any other action Buyer deems necessary for Buyer to comply with Legislation. Seller undertakes that it shall inform Buyer immediately after Seller receives notice of or becomes aware of any Claim, proceeding, investigation or potential breach with respect to Legislation in relation to any transaction covered by the Agreement.

22. Adequate Wages, Employee Assignment and Prohibition on Illegal Employment

- 22.1. Seller agrees to comply with all laws and orders and regulations of public authorities relative to wages, hours of labor and other similar matters which may be binding upon Seller in connection with the Agreement.
- 22.2. Seller shall ensure that binding obligations to pay contributions to social security carriers, employers liability insurance association and other institutions are fulfilled.
- 22.3. Seller shall ensure the fulfillment of the obligations set out in this Article 22 by Subcontractors and shall require Subcontractors to provide written confirmation of compliance. Furthermore, Seller shall obtain a written assurance from Subcontractors that they will require other third parties engaged by them to comply with these obligations.

23. Sustainability, HSE and Security

- 23.1. Seller shall comply and act in accordance with all applicable health, safety, and environmental (HSE) and security instructions, rules and regulations, avoid pollution of the soil and groundwater, and limit air and noise pollution on Buyer's site. Seller shall arrange for proper and safe transport and equipment, as well as skilled and qualified staff, able to speak the local languages of Buyer and/or English, and to work in a safe, healthy and environmentally responsible manner. Buyer may audit these aspects. Seller shall immediately report any irregularity with respect to HSE and security on

Buyer's site related to the execution of the Agreement. In case of an incident Seller shall, at its own expense and under supervision of Buyer immediately take all measures to clean up, isolate and mitigate the impact resulting from such incident.

23.2. Seller will provide all reasonable data to Buyer to fulfill Buyer's reporting requirements under Environment Sustainability Governance (ESG) regulations around the world. Buyer may audit these aspects.

23.3. If any of Seller's Representatives enter upon Buyer's premises, Seller shall ensure and guarantee that such Seller's Representatives abide by all laws and all HSE and other rules and regulations established by Buyer. Seller will be fully responsible for the conduct of Seller's Representatives while on Buyer's premises.

24. Withholding and Set-off

Buyer may withhold a payment for any invoiced amount (i) that Buyer disputes in good faith, (ii) in the event Seller is unable to meet a required delivery date or milestone set forth in the Agreement, or (iii) as otherwise provided in the Agreement. Buyer shall be entitled to set off any amount it owes, for whatever reason, to Seller or an Affiliate of Seller, against any amounts Seller or an Affiliate of Seller owes, for whatever reason, to Buyer or an Affiliate of Buyer.

25. Notices

All notices, requests, and other correspondence provided for hereunder (other than invoices) shall be in writing and addressed to the Parties at the addresses set forth in the Agreement or to such other address that may be designated by the receiving Party in writing. Communications to Buyer shall not be effective hereunder unless directed to Buyer's duly authorized representative. All formal notices shall be delivered by reputable courier, email or certified or registered mail (in each case, with confirmation and fees prepaid).

26. Miscellaneous

26.1. Only Buyer that is the contracting Party shall be responsible for its compliance with the terms and conditions of the Agreement. Affiliates of such contracting Party shall not be responsible or liable for Buyer's compliance with the terms and conditions of the Agreement.

26.2. Should any provision of these General Ts&Cs or the Agreement be or become void, then the remaining provisions shall remain in full force and effect. The Parties agree to replace the void provision(s) by a valid provision of similar import, which reflects as closely as possible the intent of the original clause.

26.3. Failure or delay on the part of Buyer in exercising any right, power, or remedy pursuant to the Agreement, including in demanding strict performance from Seller in respect of an obligation pursuant to the Agreement, shall not operate as or constitute a waiver of any such right, power, or remedy or Buyer's further exercise thereof.

26.4. Without the prior written consent of Buyer, Seller shall not be permitted to assign all or part of the Agreement. Buyer shall be entitled to assign all or part of the Agreement to an Affiliate or third party.

26.5. The Agreement may only be amended in writing by the Parties' duly authorised representatives.

26.6. The relationship between the Parties is that of independent contractors. Nothing in the Agreement shall be construed in such a way as to create an agency relationship, a partnership, a joint venture, fiduciary relationship, or an employment relationship between the Parties or between Buyer and any third party, nor shall either Party have authority to contract for or bind the other Party in any manner whatsoever. No Seller's Representative will be deemed to be an employee of Buyer.

26.7. If Buyer is an entity established in Europe, the Agreement and the Parties' rights and obligations resulting therefrom shall be governed exclusively by the laws of the Netherlands. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. All disputes between the Parties shall be finally settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (*Nederlands Arbitrage Instituut*). The seat of the arbitration will be Amsterdam, the Netherlands; language will be English.

26.8. If Buyer is an entity established in the USA, the Agreement and the Parties' rights and obligations resulting therefrom shall be governed exclusively by the laws of the State of Texas, excluding any conflict of law principles that may direct the application of any laws of any other jurisdiction. All disputes between the Parties shall be finally resolved exclusively in the courts of Harris County, Texas. The Parties do hereby consent to the jurisdiction of, and venue in, the state and federal courts located in Harris County, Texas, and Seller and Buyer hereby irrevocably agree that all Claims in respect of such action or proceeding shall be heard and determined in such courts. Seller and Buyer each irrevocably waives any objection, including, without limitation, any objection on the grounds of forum non-conveniens, which it may now or hereafter have to the bringing of any such action or proceedings in such jurisdictions. **EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY**

APPLICABLE LAW, THE RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, OR COUNTERCLAIM OF ANY KIND OR NATURE IN ANY COURT OR FORUM TO WHICH THEY MAY BOTH BE PARTIES (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO OR IN CONNECTION WITH THE AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE PERFORMANCE OR ENFORCEMENT HEREOF, OR WITH RESPECT TO ANY MATTER OR DISPUTE BETWEEN THEM.

26.9. These General Ts&Cs are written in English and may be accompanied by translations of other languages. In case of any discrepancies between the different language versions, the English version shall prevail.

The English version of these General Ts&Cs is the only authentic version.