GENERAL TERMS AND CONDITIONS OF INTERNATIONAL SALE

OF FERTILIZER PRODUCT

1 GENERAL

1.1 These General Terms and Conditions of Contract for International Sale of Fertilizer Products (the "**General Conditions**") are applicable to all quotations, orders, contracts, sales and deliveries by Nitrogénművek Zrt., a company incorporated in Hungary with No Cg. 19-10-000148, having its seat at Hősök tere 14., Pétfürdő, 8105 Hungary (the "**Seller**") of fertilizer products (the "**Product**") to any buyer thereof having its seat out of Hungary (the "**Buyer**"). Seller and Buyer are hereinafter referred to as the parties.

1.2 By placing an order or entering into a contract of sale of Product (the "**Contract**") with the Seller, Buyer accepts the applicability of the General Conditions with regard to the relevant order or Contract in writing.

1.3 The General Conditions are available at www.genezispartner.com.

1.4 Seller reserves the right to amend the General Conditions at any time, uploading the General Conditions as amended onto the website stated.

The General Conditions, as amended, will take effect from the point of time of such notification, and will apply to all orders placed by Buyer from that point of time.

1.5 Except as otherwise consented in writing by Seller, no terms and conditions used by the Buyer shall apply.

1.6 The term "in writing" or "written" shall include any electronic communication between Seller and Buyer.

2 FORMATION OF CONTRACT

2.1 Quotations issued by the Seller do not bind Seller and are merely an invitation for Buyer to place an order (the "**Order**") with the Seller. Quotations may be revoked or changed without prior notice.

2.2 A quotation only applies to the type, specification and volume of Product for which it was issued.

2.3 Type and specification of the Product (the "**Specification**") shall be as per the Seller's declaration on the relevant Product as available at www.genezispartner.com. Safety data sheets of the Products are also available at www.genezispartner.com.

Pursuant to Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), products that contain 16 % nitrogen or more by weight with respect to ammonium nitrate (i.e. CAN (ammonium nitrate plus calcium magnesium carbonate), Ammonium Nitrate, Ammoniumnitrate plus S (24N 12 SO3) and Ammoniumnitrate plus S (27N 9 SO3) from among the products offered by the Seller) shall not be marketed except for supplying customers specified in paragraph 58, sub-paragraph 2 of Annex XVII to the Regulation, i.e.

a) downstream users and distributors, including natural or legal persons licensed or authorised in accordance with Council Directive 93/15/EEC;
b) full time or part time farmers for use in agricultural activities.

For the purposes of the foregoing
'farmer' shall mean a natural or legal person, or a group of natural or legal persons, irrespective of the legal status granted to the group or its members by national law, whose agricultural plant is situated within Community territory as referred to in Article 299 of the Treaty, and who is engaged in agricultural activity;
'agricultural activity' shall mean the production, rearing or growing of agricultural products including harvesting, milking, livestock breeding and animal husbandry for farming purposes, or maintaining the land in good agricultural and environmental condition as established under Article 5 of Council Regulation (EC) No 1782/2003;
natural or legal persons engaged in professional activities such as horticulture, greenhouse cultivation, maintenance of parks, gardens or sports fields, forestry or other similar activities.

In the Order, the Customer shall declare that he qualifies as one of the persons specified above.

2.4. Pursuant to Regulation (EU) No 2019/1148 (Regulation on Explosives Precursors) products containing 16% or more by weight of nitrogen in relation to ammonium nitrate (granulated ammonium nitrate 33,5 ammonium nitrate 34, CAN , Ammoniumnitrate plus S 24N12 SO3 , Ammoniumnitrate plus S 27 N 9 SO3 according to the product range of Seller) shall be deemed to be restricted explosives precursors. It shall not be made available to a member of the general public. Buyer shall be a professional user or economic operator and obliged to provide the information specified by the above mentioned regulation (Article 8) in the Customer's statement:
- company name, address and the international tax number (or any other relevant company registration number)
- proof of identity of the individual entitled to represent the company
- commercial, business, or professional activities
- the intended use of the product

Pursuant to Regulation all economic operators are obliged to inform customers below the supply chain of restrictions on the general public, and for all restricted explosive precursors and controlled explosives precursors (granulated ammonium nitrate 33,5 ammonium nitrate 34, CAN , Ammoniumnitrate + S 24-12, Ammoniumnitrate + S 27-9, UAN, , calcium, magnesium, potassium nitrate in product range of the Seller), suspicious transactions, significant deficiency and thefts shall be reported to the National Contact Point (National Police Headquarters)

2.5. Full responsibility for the truth of the statments under 2.3 and 2.4 shall lie with the Customer. Furthermore, the Seller reserves the right not to accept any Order from Customers other than those specified above or, should it subsequently gain knowledge of any grounds for exclusion, not to fulfil an Order already accepted (futures sales contract) citing legal infeasibility.

In the event that the Customer resells the Product purchased from the Seller, it shall comply with the provisions of Regulation (EC) No 1907/2006 (the REACH Regulation), Regulation (EC) No 98/2003 on the marketing and use of explosives precursors and Government Decree No. 210/2009. (IX.29.) on the conditions governing commercial activities. The relevant detailed information is contained in the document entitled "Regulations governing the resale, distribution and use of chemical fertilisers" available at www.genezispartner.com. Liability in any official proceedings launched on account of the infringement of or failure to comply with the obligations set out in the Information section shall lie with the Customer making redistribution.

2.6 The Order shall be placed in writing with the Seller, and it shall include at least the following substantial items:

(a) description of Product (name, packing and quantity);
(b) mode of transport;
(c) place of delivery;
(d) date or period of delivery;
(e) unit price;
(f) acceptance of the General Conditions.

2.7 Should Seller accept the Order, the parties make and enter into a written sales contract (the "**Contract**"). The Contract includes

(a) all items as per Article 2.4,
(b) all agreements in deviation from, and in addition to, the General Conditions, and
(c) statement whereby Seller acknowledge to have learned Seller's General Conditions, and it is in line with the standard industrial practice,
(d) Seller's General Conditions make an integral part of the Contract.

2.8 Seller may always refuse an Order without giving reasons or refrain from responding thereto.

3 DELIVERY

3.1 Deliveries are made on the agreed terms in accordance with the most recent edition of INCOTERMS.

3.2 Delivery dates or time periods as per the Contract are estimates only unless otherwise agreed explicitly.

3.3 Seller may deliver the Product in separate lots at any date or time period on or before the expiry of the date or time period of delivery specified in the Contract. Further details of delivery schedule, if any, can be clarified by the parties.

3.4 Except as otherwise provided for in the governing law as per Article 18, Seller shall not be liable for any direct, indirect and/or consequential damages and losses caused by any delay in delivery.

3.5 Any delay, by the Seller, in delivery of Product shall not relieve Buyer from its obligation to take delivery of the Product.

3.6 The quantity of Product shall be measured by Seller's platform truck scale duly accredited by the competent Hungarian body. Buyer is entitled to check such measurement in the presence of the representatives of Seller and the forwarder by using any duly accredited platform truck scale.

Should any (negative or positive) deviation from the relevant lot value as per such check measurement not exceed 0.8% thereof or 200 kg, which is higher, the delivery shall qualify as fully compliant with the Contract (standard deviation), and such deviation shall have no impact on the price of the relevant delivery. Deviation, if any, in excess of standard deviation shall be notified to Seller within 48 hours from taking the delivery, whereupon the parties will agree on the measures to be taken with the aim to compensate such excess deviation.

3.7 Should the actual quantity of Product (standard deviation duly regarded)
(a) deviate negatively from the Contract, or
(b) deviate positively from the Contract, but such positive or negative deviation not exceed 5% (five per cent) from the quantity stated in the Contract,
the Buyer will not be entitled to refuse taking the delivery.

3.8 A copy of the stamped shipment document (CMR or alike) shall be sent, by the Buyer, e-mail to export@nitrogen.hu within 24 hours of the arrival of the relevant shipment. Should such document fail to be received by the Seller within such period of time, the Buyer shall forthwith remit the total amount of VAT as per the Hungarian VAT regulation in force as VAT guarantee before further deliveries. As per the date of these General Conditions, the rate of VAT amounts to 27% of the price of the relevant Product.

3.9 Should the Buyer fail to take the delivery of Product or the relevant lot thereof, as the case may be, in accordance with the Contract,
(a) Seller shall be entitled to arrange storage of such Product on behalf of the Buyer, whereupon the Product shall be deemed to have been delivered as per the Contract; and
(b) Buyer shall, upon Seller's written notice, reimburse the costs of such storage plus 10% administrative mark-up, or, in case the Product are stored at the Seller, EUR 5 / ton of the relevant Product per each month commenced.
Such amount of reimbursement shall be paid by the Buyer before the actual conveyance of the relevant Product

Should the actual term of such storage exceed 5 (five) commenced weeks, the Seller shall be entitled to terminate the Contract in accordance with Article 14.

4 PRICES

The agreed prices and currencies are valid for the relevant Contract. Unless otherwise agreed, the prices include standard packaging and are exclusive VAT and/or other similar taxes, further any and all duties, charges and/or costs levied on the Product and/or their delivery and all amounts as per Article 3.9 (the "**Taxes**") in any country. Taxes are payable by the Buyer.

5 PAYMENT TERMS

5.1 Unless expressly stated otherwise in the Contract, payment of the prices agreed for the Product as per the Contract must be made prior to the delivery under the relevant Contract (prepayment) within five (5) working days of the receipt, by Buyer, of Seller's invoice into the bank account stated in the invoice, and all banking costs shall be borne by the Buyer.

5.2 Payment shall qualify as made on the day invoice amount is credited to the bank account stated in the invoice.

5.3 Buyer may not
(a) set off any invoice amounts owed by the Seller; or
(b) postpone its payment on the grounds that Buyer has any counterclaim against the Seller.

5.4 If payment is overdue,
(a) Buyer owes default interest at a rate of 1% (one per cent) per month (or the relevant portion thereof) calculated from the due date until such time as all due amounts have been paid in full. All costs incurred by Seller in collecting any overdue invoices in or out of litigation or arbitration (including without limitation fees and costs of attorneys and experts, court duties and other litigation or arbitration costs) are payable by Buyer. Every payment made by Buyer shall serve first as payment towards such collection costs, second as any interest owed by Buyer, and then to satisfy the most senior debt owed by Buyer, regardless of any payment instruction by Buyer to the contrary; and
(b) Seller shall be entitled, to its sole choice, refrain from delivery up to the receipt of payment plus the time period required for arranging the delivery and/or act in accordance with Article 3.9.

5.5 Complaints about an invoice shall be submitted to Seller in writing within eight (8) days of the invoice date. After that term, the invoice is considered as approved by Buyer.

5.6 Should the parties agree on payment upon the delivery of Product, Buyer shall, at Seller's first request, provide payment guarantee for the payment of the purchase prices.

6 REFUSAL

If Buyer refuses taking the delivery of any Product without due reason or in a manner other than agreed, or cancels or refuses to recognise the Contract, the Seller will be entitled to terminate forthwith the Contract and claim payment, by Buyer, of penalty in the amount of 15% (fifteen per cent) of the price of the Product, in addition to claiming compensation for all damages and losses in addition to such penalty caused, directly or indirectly, by such refusal, rejection or cancellation. The amounts as per this Article 6 may be set off.

7 TRANSFER OF RISK

The risk of the Product shall pass to the Buyer in accordance with the agreed term of INCOTERMS, or upon deemed delivery as per Article 3.9, as the case may be.

8 RETENTION OF TITLE

Should the parties agree on payment upon the delivery of Product, title to the Product delivered shall not pass to Buyer until Seller has received full payment of all amounts owed

by Buyer to Seller for the relevant delivery. Buyer shall keep the Product separate from similar goods delivered by other suppliers in a clearly identifiable manner up to the transfer of title, and take out adequate insurance for the Product.

Goods of the kind delivered by Seller to Buyer found at Buyer's premises are presumed to be Seller's property as long as Buyer fails to meet all of its outstanding payment obligations to Seller.

9 RECEIPT OF DELIVERY. INSPECTION OF PRODUCT AT RECEIPT OF DELIVERY

9.1.1 Buyer (or the carrier as per FCA, as the case may be) shall inspect the quality of the Product and satisfy itself that the Product delivered meet the relevant Specification before transporting, storing, using or selling the Product (collectively: the "**Use**"). Use of the Product without prior inspection shall be deemed to be the unconditional acceptance of the Product.

9.1.2 Buyer shall not be entitled to reject the receipt and acceptance of the delivery (or the defective portion thereof, as the case may be), unless the Product, due to any material defect, is unfit for agricultural use.

9.2 If, on inspection of the quality of the Product, Buyer finds any deviation (defect), Buyer shall so notify Seller in writing (e-mail, original by registered letter), duly demonstrating the same (analysis findings of accredited samples etc.) and retaining the sample or samples used in the analysis. Subject to forfeiture of all rights with regard to acceptance of the Goods, the notice shall be supplied within eight (8) working days of the date of delivery. Use of notice form available at www.genezispartner.com is recommended.

Buyer shall take three (3) further samples and make these available to Seller in accordance with Seller's request. Seller will be entitled to arrange for an independent third party to analyse these samples Costs of taking the samples and performing the analysis are payable by the party that is proven wrong.

9.3 Defects in a part of the delivery do not entitle the Buyer to reject the entire delivery and/or to refrain from the payment of full payment of all amounts owed by Buyer to Seller for the relevant delivery.

9.4 If and to the extent the Product fails to meet any warranted property described in the relevant Specification according to the analysis as per Article 9.2 (powderness, recrystallization etc.), Seller may within a reasonable time, to its choice, remedy the defect by

(a) duly decreasing the contract price; or
(b) replacing the defective Product (or the defective portion of the delivery, as the case may be) at the place of the delivery at no charge to Buyer.

9.5 After receiving a notice, Seller is entitled to suspend further deliveries until the cause of the defect has been established or the defect has been totally cured.

9.6 Should Buyer's complaint be unjustified, Buyer shall compensate Seller's costs arising out of the management of such complaint.

10 LIMITED WARRANTY

10.1 Seller solely warrants that the Product shall conform to the properties described and warranted in the relevant Specification at the time of delivery as per Article 3. Any and all additional warranties, express or implied, including as to quality, merchantability or fitness for any purpose are excluded, and Seller does not warrant that the Product conforms to any law, regulation, code and standard, unless expressly stated in the Contract.

The Product is suitable solely for Use in accordance with Seller's product information.

Buyer shall be deemed to have satisfied itself as to all such matters prior to ordering the Product.

10.2 Any samples supplied by Seller to Buyer prior to Contract signature are solely for information purpose and in no way imply any express or implied conditions or warranties of any kind, including as to quality, description, merchantability or suitability or fitness for any purpose, and Buyer shall be deemed to have satisfied itself as to such matters prior to ordering the Product.

10.3 In case Buyer identifies any defect of the Product which was not apparent or could not have been apparent at the receipt of delivery, Buyer shall notify the Seller within eight (8) days thereof, but in no event later than twelve (12) months of the date of delivery, and Articles 9.2 through 9.4 shall apply accordingly. Buyer shall make a clear statement whether Product has been handled and stored in strict compliance with the relevant instructions of the Seller.

10.4 The warranty and remedies set forth in this Article 10 are exclusive and in lieu of any other express or implied warranties or remedies and are conditional upon Buyer's handling and storage of the Product being in strict compliance with the relevant instructions of the Seller.

10.5 Any data in Seller's catalogues, specification sheets and other descriptive publications distributed or published by Seller in any manner may be varied from time to time.

11 LIMITATION OF LIABILITY

11.1 Except as otherwise provided for the mandatory rules of applicable laws as per Article 18, and notwithstanding Seller's obligations as per Articles 9.4 and 10.3, Seller shall under no circumstances be liable towards Buyer or any third party (legal entity or private individual) for any direct, indirect, consequential and/or special damages and losses, loss of revenue, profit loss, costs of deals to cover alternate sources, claims by customers of the Buyer.

Seller shall not be liable for any improper use of the Good by the Seller or any third party. Buyer shall be liable for any damage resulting from the Use of the Product. Buyer shall indemnify and keep Seller harmless from and against all damage and costs arising from or connected to any Use of the Product and/or the use, by the Buyer or any third party.

11.2 Seller's overall liability for any claims related to the performance or non-performance of the Contract shall under no circumstances exceed the amount of price received for the defective Product or the contract fee.

12 INTELLECTUAL PROPERTY

12.1 Seller has not verified the possible existence of third party intellectual property rights which might be infringed as a consequence of the sale and/or delivery of the Product, and Seller shall not be liable for any loss or damages in this respect.

12.2 The sale and/or delivery of the Product shall not convey any licence under any intellectual property right relating to the composition and/or Use of the Product, and Buyer expressly assumes all risks of any intellectual property infringement by reason of its importation and/or Use of the Product.

13 FORCE MAJEURE

13.1 Seller shall not be liable in any manner for any damage, costs and/or expenses arising from or connected with any delay in, restriction on or interference with the performance of, or any other failure to perform, any of its obligations to Buyer caused by circumstances beyond Seller's reasonable control (the "**Force Majeure**"), including but not limited to natural disasters, earthquakes, floods, fire, explosions, war, terrorism, riots, collapse of relevant financial market, economic crisis, sabotage, accidents, epidemics, strike actions, lockouts, work-to-rule actions, labour unrest, problems in sourcing the necessary staff or raw materials, radical changes of the raw material prices, lack of transport means, traffic jam, failure of factory or essential machinery, emergency repairs or maintenance, disruption or lack of public amenities, late delivery of or defects in Product and/or services delivered by Seller's suppliers or subcontractors, laws and regulations, administrative orders, decrees, legislative measures, government action or other administrative measures, lack of permit, orders of court, arbitration panel or body of public administration, as well as significant changes in the market (for example dramatical price increases, currency weakening etc.).

13.2 If a Force Majeure event occurs, Seller must notify Buyer thereof with no undue delay in writing or at www.genezispartner.com, stating the cause of the Force Majeure and explaining how it may affect the performance of its obligations arising from Order Confirmation.

13.3 In the event of a delay caused by Force Majeure event, Seller's obligation to deliver will be postponed for a period equal to the loss of time caused by the Force Majeure event.

Should Force Majeure event continue or is expected to continue for more than two (2) months after the agreed delivery date, Seller will be entitled to cancel the Contract or the relevant part thereof without incurring any liability to Buyer.

13.4 If a Force Majeure event occurs, Seller shall not be required to purchase any Product with the aim to resell them to its customers, but Seller shall consider the distribution of available quantities of Product among its customers.

14 SUSPENSION AND TERMINATON

14.1 If

(a) Buyer fails to perform any of its obligations; or
(b) Seller has doubts about whether Buyer will be able to perform its obligations properly, and Buyer fails to provide adequate security for its performance within thirty (30) days of Seller's demand for such security; or

(c) Buyer becomes insolvent or goes into liquidation (otherwise than for the purpose of reorganisation or merger) or any bankruptcy proceeding is instituted by or against Buyer; or
(d) a trustee or receiver is appointed for Buyer's assets; or
(e) Buyer makes any assignment for the benefit of its creditors,

then, without prejudice to any other rights of Seller, Seller my by notice in writing forthwith

(i) suspend its performance by cancelling agreed delivery dates, unless Buyer pays for the Product in advance or, at Seller's request, provides adequate security for such payment; or
(ii) terminate the Contract, and demand re-delivery at Buyer's cost, and take repossession of any delivered Product which have not been paid for, for which purpose Buyer hereby grants an irrevocable right to Seller to enter into any and all premises where the Product are or may be located and all costs relating to the redelivery of the Product shall be for the account of Buyer.

Should the term of suspension as per item (i) exceed two (2) months, Seller may proceed in accordance with Article 6 or item (ii) of this Article 14.1.

14.2 In the events referred to in items (i) and (ii) of Article 14.1, all amounts owed by Buyer to Seller shall become due and payable instantly.

14.3 If any circumstances occur that prevent Buyer from performing any of its obligations to Seller properly, Buyer must notify Seller thereof without delay in writing.

15 ASSIGNMENT

Buyer may not assign any of the rights and/or obligations under the Contract or the entire Contract without the prior written consent of Seller.

16 WAIVER

Failure by Seller to enforce any provision of the General Conditions shall not be construed as a waiver of any of its rights under the Contract.

17 SEVERABILITY

Should any provision of the General Conditions be held invalid or unenforceable, the same shall not affect in any respect whatsoever the validity of the remaining provisions. The pertaining provisions held invalid or unenforceable shall be reformed to provisions satisfying the legal and business intent of the original provisions to the maximum extent permitted by applicable law.

18 APPLICABLE LAW

Both the General Conditions and the Contract shall be governed by the substantive laws of Hungary including Regulation (EC) No 2003/2003 of the European parliament and of the Council of 13 October 2003 relating to the fertilizers, as amended.

19 Data processing

19.1. If Buyer is a natural person in the sense of data protection law (e.g. natural person, sole proprietorship, primary producer, etc.), Seller as data controller treats Buyer's personal data recorded in the order and processed during the performance of the order on a legal basis according to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) for the purpose of fulfilling the contract.

As regards the personal data indicated on the invoice issued by the Buyer, the legal basis for the processing is Article 6(1)(c) of the GDPR, the fulfilment of a legal obligation with regard to the provisions of the accounting and taxation legislation.

19.2. If Buyer is a legal person, Seller will treat the data of the Buyer's representative and contact person as data subject in accordance with Article 6(1)(f) of the GDPR for contact purposes resulting from the performance of the contract with a legitimate interest.

19.3. If Seller is obliged to process the personal data of the Buyer considered a natural person in the sense of data protection law, or the data of the Buyer's representative or its contact person if Buyer is a legal person under Regulation (EU) 2019/1148 of the European Parliament and of the Council of 20 June 2019 on the marketing and use of explosives precursors, amending Regulation (EC) No 1907/2006 and repealing Regulation (EU) No 98/2013, the legal basis for the processing is Article 6(1)(c) of the GDPR.

19.4. Seller and Buyer undertake to notify each other in writing without delay, but at the latest within 5 days of any change in the identity of the representative/contact person named in the Order and its confirmation.

19.5. Seller deletes the personal data of the data subject from his electronic records as soon as reasonably possible after the Buyer’s request for cancellation/change, otherwise Seller shall treat the data recorded in the order on paper as well as the data recorded on the invoice for at least 8 years and keep them in legible form for this period under section 169 of Act C of 2000 since the order and invoice is an accounting document based on Section 166 of Act C of 2000.

Seller shall keep the data recorded under EU Regulation 2019/1148 for a period of 18 months from the date of the transaction in order to verify compliance with this Regulation and to prevent and detect the illegal production of explosives.

19.6. If Buyer is a legal person, he undertakes to inform his currently named representative/contact person of his rights and of the fact that Seller has processed his personal data.

19.7. Seller is committed to data protection and handles personal data in accordance with the GDPR, the Act CXII of 2011 and other applicable laws and its internal regulations, complying with the requirements of data security.

19.8. Data subject may exercise his rights to his data (rights to access, rectification, withdrawal of consent, erasure/be forgotten, restriction, objection, data portability, etc.) by sending a statement to seller's address indicated in this GTC, and can lodge a complaint with the National Authority for Data Protection and Freedom of Information (in Hungary: www.naih.hu) and, if he considers his rights to be infringed, he can apply to the court of his place of residence.

19.9. Further information on data processing can be found on the Seller's websites.

20 RESOLUTION OF DISPUTES

The parties agree that all disputes arising from or in connection with the General Conditions and the Contract, its breach, termination, validity or interpretation, shall be exclusively decided by the Ordinary Courts in Veszprém, Hungary pursuant to the Hungarian Civil Procedure Act of 2016. CXXX.

These GTC shall remain valid until revoked or until the date of publication of the new GTC on the www.genezispartner.com website.