

GENERAL CONDITIONS OF SALE – ICL-IP

1. GENERAL APPLICABILITY

- 1.1. These General Conditions of Sale shall be applicable to all sales documents, offers, quotations, Order Confirmations, invoices, payment reminders and deliveries by the relevant ICL-IP supplying/invoicing entity ("Seller") to the Buyer detailed in the Purchase Order ("Buyer"), that constitute an integral part of the Agreement.
- 1.2. No other agreements, including Buyer's general terms and conditions, or other general conditions shall be applicable or set aside this Agreement, unless expressly agreed to by Seller in writing.
- 1.3. Any conditions submitted, proposed or stipulated by Buyer in whatever form, whether written or oral, whether submitted in a later document or contained in any Purchase Order, offer, acceptance or counter offer made by Buyer are hereby expressly waived and excluded, unless agreed to by Seller in writing.
- 1.4. In this Agreement, headings are for ease of reference only and shall not affect construction.

2. DEFINITIONS

- Throughout this Agreement, the following terms shall have the respective meanings set forth below:
- "Agreement"**: These General Conditions of Sale, and any Order Confirmations, sales contracts, agreements, offers, quotations, invoices, payment reminders and deliveries between Seller and Buyer.
- "Incoterms 2010"**: Incoterms 2010 Edition, published by the International Chamber of Commerce.
- "Order Confirmation"**: a confirmation issued by Seller to Buyer as a response to a Purchase Order confirming the Products to be supplied by Seller, including quantities, price, delivery terms and payment terms.
- "Products"**: any product sold by Seller under Seller's products specifications.
- "Purchase Order"**: an order issued by Buyer for the supply of Products by Seller, including quantities and dates of delivery.

3. ESTABLISHMENT OF THE AGREEMENT

- Any Purchase Order made by Buyer and any offer or quotation made by Seller shall bind Seller only after (i) the issue by Seller of an Order Confirmation; and (ii) explicit confirmation by Seller's credit insurer, in writing, regarding the credit risk of the Agreement.

4. PRICES

- 4.1. The prices of the Products shall be as specified in the Order Confirmation.
- 4.2. Prices are exclusive of local taxes, which will be added, where applicable, at the appropriate rate. Duties, taxes, fees, levies and other compulsory payments, if any, shall be for Buyer's account, unless otherwise explicitly specified in writing between Seller and Buyer.
- 4.3. Seller may, after issuing the Order Confirmation and with reasonable notice to Buyer, adjust the price of the Products for reasons including but not limited to, changes in market conditions, changes in applicable rates, duties, taxes or changes relating to Product and/or increases in the prices of energy, raw materials or other materials necessary for the manufacture of the Products.

5. DELIVERY

- 5.1. Delivery terms are subject to and shall be interpreted in accordance with the terms of the Incoterms 2010.
- 5.2. The time for delivery shall not be of the essence, and delivery dates are intended as estimates only. Seller shall only be liable for reasonable loss or damage that is the foreseeable and direct consequence of its proven fault or negligence.
- 5.3. Seller may deliver the Products by installments and/or invoice Buyer for each such installment.
- 5.4. Seller is only responsible for delivering the Products to the location specified in the Order Confirmation.
- 5.5. Each delivery shall be considered as separate from other deliveries and the failure of any delivery shall not vitiate the Agreement as to others.
- 5.6. If delivery is delayed through Buyer's default or if Buyer declines or delays accepting delivery of the Products for more than three days from the date of delivery, then in any such case Seller may (without prejudice to any other right or remedy available to it) do the following:
 - (i) Sell the Products for Seller's account; and/or
 - (ii) Claim from Buyer any costs and expenses directly incurred by Seller as a result of such delay; and/or
 - (iii) Cancel the delivery of the Products in the consignment in question, or if it deems appropriate, cancel the Agreement as regards to any Products that remain to be delivered under such Agreement.
- 5.7. Seller's rights under this Section shall not be prejudiced by the fact that any delivery has been effected after the stipulated time.

6. WEIGHT AND QUANTITY

- 6.1. Seller shall be deemed to have complied with the terms of the Agreement if it shall supply an excess or deficiency of up to 5 (five) percent of the quantity specified in the Order Confirmation. Buyer shall pay for the quantity actually delivered. Seller's weights and quantities shall govern except that in case of a deviation of more than 5 (five) percent of the quantity specified in the Order Confirmation following an assessment by an independent investigator appointed by Seller, adjustment shall be made in the relevant proportions.
- 6.2. Notwithstanding the aforesaid, in the event that the Products have been manufactured specifically for Buyer, Buyer shall accept and pay for up to 10 (ten) percent more than the quantity specified in the Order Confirmation.

7. PAYMENT

- 7.1. Payment shall be as provided in the Order Confirmation and in accordance with the payment terms stated in the Order Confirmation and on the invoice.
- 7.2. If any payment becomes overdue; or if before the fulfillment of this Agreement, Buyer shall suspend payment or give notice that it is about to suspend payment of its debts; or commit an act of bankruptcy, whether voluntary or involuntary; or, being a company, shall be unable to pay its debts, either in fact or in law; or have an order made or pass a resolution for winding up or liquidation (other than for the purpose of reconstruction, merger or amalgamation); or have a receiver appointed; then, until payment in full thereof has been made or until Buyer has fulfilled all its obligations, Seller may (without prejudice to any other right or remedy available to it):
 - (i) Withhold future deliveries of Products to Buyer until such default has been cured or Buyer's financial responsibility has been established to Seller's satisfaction; and/or
 - (ii) Require payment in advance as to future deliveries; and/or
 - (iii) Require a payment guarantee by a parent or affiliate of Buyer; and/or
 - (iv) Require the provision of a letter of credit or bank guarantee by an entity approved by Seller; and/or
 - (v) Demand return from Buyer of any Products under the Agreement for which payment has not been made; and/or
 - (vi) Cancel the Agreement, in full or in part, upon 10 (ten) calendar days written notice.Buyer shall be liable under the aforesaid circumstances for damages the Seller may suffer due to the above.
- 7.3. Without prejudice to any other right or remedy available to it, any default by Buyer to make any payment shall entitle Seller to any of the following:
 - (i) Calculated as of the invoice date, an interest of three months Euribor plus two percent a year on the amount in default; and
 - (ii) Buyer shall reimburse all costs, including collection costs, incurred by Seller to recover all or part of claims from Buyer.
- 7.4. In the event of default in any payment by Buyer, Seller retains the right to collect the Products without warning, notice of default, or legal intervention, such without prejudice to any Seller's other rights regarding such late payment.
- 7.5. Buyer shall not be entitled to withhold payment or to deduct from the price invoiced to it on the ground that it has a claim or set-off against Seller.
- 7.6. The remedies contained in this Section are (where applicable) cumulative and shall be in addition to any other remedies available to Seller under applicable law.

8. RETENTION OF TITLE

- 8.1. Title to Products shall pass to Buyer once the purchase price is paid in full and risk of loss or damage to the Products shall pass to Buyer on delivery, in

accordance with the provisions of the agreed Incoterms 2010. Notwithstanding the aforesaid, it is clarified that Seller shall have no liability regarding the Products once they are delivered to Buyer, except as specified in the Warranties and Claims and Limitation of Liability clauses.

9. FORCE MAJEURE

- 9.1. Neither party shall be liable in any respect for failure to perform hereunder if hindered, delayed or prevented, directly or indirectly for a reason outside its reasonable control such as but not limited to, war, national emergency, terrorism, riot, inadequate transportation facilities, inability to secure materials, supplies, fuel or power, shortage or non-availability of raw materials, plant breakdown, fire, flood, windstorm, explosion, accident or other act of God, strike, lockout or other labour dispute, order or act of any government, whether foreign, national or local, whether valid or invalid, or any other cause of like or different kind ("Force Majeure Event").
- 9.2. If either party is unable to perform its obligations hereunder due to a Force Majeure Event, or if either party considers it likely that it may become so unable, then such party shall as soon as reasonably practicable, notify the other of the estimated extent and duration of such inability. If the Force Majeure Event continues for a period exceeding 3 (three) months from the date of notification, then either party may end the Agreement, in part or in full by registered letter and without legal intervention, without being liable for damages.
- 9.3. Seller, during any period of shortage due to a Force Majeure Event, may allocate its available supply of Product among its internal requirements and its customers on whatever basis Seller may deem fair and practical.
- 9.4. Any quantity of Products so affected shall be deducted from the total quantity purchased by Buyer.
- 9.5. Seller shall not be required to procure Products from third parties to satisfy its obligations to Buyer hereunder during any period of shortage due to a Force Majeure Event.

10. HARDSHIP CLAUSE

- 10.1. Should the circumstances assumed by either party at any time after signing the Agreement materially change during the term of the Agreement that compliance with one or more of the stipulations cannot reasonably be expected from such party, consultations shall take place regarding the interim amendment of the Agreement.
- 10.2. In the event that the parties fail to agree as to the amendment of the Agreement, each of the parties will be entitled to unilaterally end the Agreement by registered letter, while observing a period of notice of 3 (three) months.
- 10.3. During this period of notice, the conditions stipulated in the Agreement shall remain in force without prejudice.

11. WARRANTIES AND CLAIMS

- 11.1. To the extent permitted by law, all conditions, warranties or obligations whether express or implied by statute, common law or otherwise, including specifically any implied warranties of merchantability or fitness for a particular purpose are excluded and the provisions of the Agreement shall apply in lieu thereof.
- 11.2. Seller warrants that, as of the date of the delivery by Seller, Products delivered in accordance with the Agreement meet Seller's standard specifications for the Products or such other specifications as have been expressly agreed between Seller and Buyer.
- 11.3. Buyer represents and declares that it is aware that the Products, by their very nature, are hazardous and shall apply the necessary professional and legal standards of diligence and the Seller's instructions regarding the use, handling, storage and maintenance of the Products. If any claim is brought subject to the conditions mentioned above, Buyer must prove to the satisfaction of Seller that Buyer applied said standards and instructions.
- 11.4. This warranty is specifically made and limited to Buyer in respect of the Products delivered in accordance with the Agreement. No warranty is made to any other person, firm or company, whether subsequent Buyer or user, or to any bailee, licensee, assignee, employee, agent or otherwise.
- 11.5. Buyer must determine for itself, by preliminary tests or otherwise, the suitability of the Products for Buyer's purpose and the substances present or not present in the Products.
- 11.6. Seller makes no other warranty, express or implied, except as expressly provided herein. In furtherance, and not in limitation, of the foregoing, Seller makes no warranty that the Products are merchantable or fit for any particular purpose, or with respect to freedom from infringement of any patent and/or copyright resulting from Buyer's use of products or Seller's information.

12. LIMITATIONS OF LIABILITY

- 12.1. Seller's liability and Buyer's exclusive remedy for any cause of action arising out of the sale, use, or non delivery of the Products or under any warranty, is expressly limited at Buyer's option to (1) replacement of the non conforming Product, or (2) payment not to exceed the invoiced purchase price of the Product for which remedy or damages are claimed (plus transportation costs, if any, paid by Buyer with respect thereto).
- 12.2. Return consignments of Products may only take place after prior written permission under conditions determined by the Seller and following Seller's instructions.
- 12.3. Seller shall not be liable for loss of profits, loss of production, indirect, or other special, incidental or consequential damages regardless of negligence.
- 12.4. Neither party excludes or limits its liability for fraud, death or personal injury arising from its negligence or any liability to the extent the same may not be excluded or limited as a matter of law.

13. INSPECTION AND COMPLAINTS

- 13.1. The Buyer shall inspect the Products and packing materials as quickly as possible and to the extent that reasonably and/or customarily can be expected of him. Defects noted by the Buyer in the Products and packing materials during this inspection shall be reported to the Seller immediately, but in any case at the latest within 10 (ten) days after delivery. To limit the damage, the Buyer shall follow the Seller's directions regarding the handling and storage of the Products and packing material.
- 13.2. Buyer shall, in case of defective products, make sure that the whole consignment, in respect of which a claim will be lodged, remains available for inspection by Seller; in case only part of the consignment is available for inspection, the same will constitute a waiver by Buyer of any claim with respect to the other part of the consignment.
- 13.3. Buyer's failure to give notice of any claim within 30 (thirty) days from the date of delivery shall constitute a waiver by Buyer of all claims with respect thereto and the Products delivered shall be deemed to be in all respects in accordance with the Order Confirmation.

14. SAFETY AND HEALTH COMMUNICATIONS

- 14.1. Buyer acknowledges that it has consulted Seller's documents, including information set forth on Seller's Material Safety Data Sheets regarding the Products and other technical bulletins and publications containing safety, health, handling and environmental hazard information concerning Products and their properties, that it has read and it understands such information, and that it agrees to incorporate such information into its personnel safety programs.
- 14.2. Buyer shall fully and adequately inform its employees, contractors, agents and other third parties who may become exposed to Products after delivery to Buyer hereunder, of any hazards associated with Products, and of the proper storage, handling and use procedures for Products, whether disclosed in such documents or in additional documents which are transmitted to Buyer during the term of the Agreement.
- 14.3. Buyer acknowledges its independent obligation to fully and adequately incorporate available information, including that supplied by Seller, into its product safety communications and to provide to all of its employees, contractors, agents and customers copies of such hazard communication documents.
- 14.4. If Products are further processed, mixed or incorporated into another product, Buyer shall likewise disseminate appropriate health and safety information to all persons Buyer reasonably foresees may be exposed.

15. RETURNABLE EQUIPMENT AND CONTAINERS

- 15.1. Tankers, whether owned or made available by Seller, shall be emptied promptly after arrival at place of delivery and returned to the delivering factory within 24 hours after arrival at the station of destination. In the case of delivery in Buyer's tanker, such a tanker must be ready for filling on arrival at the delivering factory.
- 15.2. In the event that shipments are made in returnable equipment or containers, such returnable equipment or containers shall remain the property of Seller, and Buyer shall return such returnable equipment or containers to Seller's shipping point at Buyer's expense, freight paid, no later than 30 (thirty) days from the date the Products are placed with the carrier for shipment to Buyer. Should Buyer fail to return the returnable equipment or containers within said period, Buyer shall pay Seller a charge in the amount of EUR 50,- per piece of returnable equipment or container, per calendar day, for each day of delay. Buyer shall not use Seller's returnable equipment or containers for any purpose other than the reasonable storage of the Products originally delivered therein. Buyer shall be responsible for any liability arising out of damage to or destruction of the returnable equipment or containers from the time of Seller's tender to the carrier at the shipping point to the time of their return to Seller's shipping point, reasonable wear excepted.

16. SHIPPING INSTRUCTIONS

If Buyer's shipping instructions are delayed or provide for later delivery than the date set out in the Order Confirmation, Seller will store the Product for Buyer at Buyer's expense.

17. TERMINATION

Either party may terminate the Agreement on 30 (thirty) days prior written notice to the other in the event the other party is in default of a material obligation hereunder; provided, that if during the 30 (thirty) day notice period the defaulting party cures its default (or takes steps to cure a default that is not capable of being cured in such 30 (thirty) day period), the termination notice shall not take effect. In addition, Seller may terminate this Contract with immediate effect and without notice if: (a) Buyer becomes insolvent or if the normal conduct of Buyer's business shall become substantially impaired by Buyer's credit problems, (b) Buyer shall call any meeting of creditors or if a receiver or trustee shall be appointed for such party or its assets, or (c) if any petition, proceeding or action under any bankruptcy proceedings shall be filed or instituted by or against Buyer, and in the event such proceeding is filed against Buyer, such proceeding is not dismissed within 60 (sixty) days.

18. ASSIGNMENT

The Agreement shall be binding upon and inure to the benefit of the respective successors of the parties hereto, but it shall not be transferred or assigned by Buyer without the prior written consent of Seller, which consent shall not be unreasonably withheld. Seller shall have the right to assign the Agreement without Buyer's consent, including the right to assign the receivables due to it from Buyer and/or any third party, as the case may be, to a third party without any limitation and without notice.

19. WAIVER

Delay or failure by either party in exercising any right hereunder, with the exception of Buyer's right to file notice of claim under Clause 13.3, shall not constitute a waiver of that or any other right or subsequent right in this Agreement.

20. SEVERABILITY

If any provision or part of a provision of the Agreement shall be, or be found by any authority, tribunal or court of competent jurisdiction to be, invalid or unenforceable, such validity or enforceability shall not affect the other provisions or parts of such provisions of the Agreement, all of which shall remain in full force and effect.

21. ENTIRE AGREEMENT

The Agreement, together with any documents expressly incorporated herein by reference, constitutes the entire Agreement between the Parties and supersedes any previous writing or understanding relating to the subject matter. No alteration or addition to the Agreement shall be effected by the acknowledgment or acceptance by Seller of a Purchase Order, acknowledgment, release or any other forms or conditions. Neither party shall claim any modification, limitation or release from any of the terms or conditions contained herein except by mutual agreement to that effect, signed by both Seller and Buyer.

22. INDEMNITY

- Buyer shall indemnify, defend and forever hold Seller and its directors, officers, employees, agents, suppliers, parents, affiliates, subsidiaries, successors and assigns harmless from any and all fines, penalties, suits, actions, claims, liabilities, judgments, costs, and expenses (including lawyers' fees and expenses) resulting or arising from any one of the following:
- (i) Buyer's liability under law including Buyer's negligence or breach of this Agreement; or
 - (ii) Buyer's use, sale, handling, storage, or disposal of the Products or any product or waste derived therefrom; or
 - (iii) Buyer's discharge or release of the Products or any product or waste derived therefrom into water, onto land or into the air; or
 - (iv) Buyer's exposing any person (including Buyer's employees) to the Products or any product or waste derived therefrom, including failure to warn of such exposure; or
 - (v) The transportation of the Products after delivery by Seller in accordance with the provisions of the Order Confirmation and the relevant Incoterms 2010.
- The foregoing indemnification shall apply, but shall not be limited to, injury to person (including death) or damage or harm to property or the environment. Buyer shall not be obligated to indemnify Seller for any fine, penalty, suit, action, claim, liability, judgment, cost, or expense to the extent attributable to Seller's negligence or willful misconduct.

23. INFORMATION REGARDING USE OF PRODUCTS

Upon request, Buyer shall inform Seller of any use it will do of the Products, in order that Seller can comply with any legal regulation or obligation that will apply on Seller from time to time.

24. NOTICES

Notices by either Seller or Buyer shall be made in writing only by facsimile or similar electronic transmission, or by e-mail, effective at the time sent, with confirmation, or by registered letter addressed to the other Party at its registered address, and shall be considered given as of the time it is sent through the post postage prepaid. Notices to Seller shall be sent to the attention of its Supply Chain Manager or CEO.

25. DISPUTE RESOLUTION

In the event of any controversy or claim arising out of or relating to the Agreement, the parties hereto shall consult and negotiate with each other and, recognising their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of 60 (sixty) days, then they hereby consent to the exclusive jurisdiction of the local courts of the Seller in any action brought under the Agreement.

26. GOVERNING LAW

The Agreement shall be governed and construed in all respect in accordance with the laws of the jurisdiction of the Seller, without regard to the conflict of laws provisions thereof. The rights and obligations of the parties under the Agreement shall not be governed by or construed in accordance with the provisions of the Convention for the UN International Sale of Products.