



**NPK EXPERT  
GENERAL TERMS AND CONDITIONS**

In Madrid, November 15, 2023

**1. DEFINITIONS**

1.1. The following terms are used in these general terms:

<b>Agreement</b>	a transaction between the Seller and the Buyer constituted by the General Terms and a respective Order Confirmation, including any appendices thereto and amendments thereof.
<b>Associated person</b>	any person (including directors, officers, employees, Buyers, representatives, or other intermediaries) who fulfils assignments or renders services for or on behalf of the Party (at the time of fulfilling such assignments, rendering such services, or performing other actions in that capacity
<b>Buyer</b>	an entity ordering the Goods or (where applicable) the Goods and Services from the Seller. The Seller and the Buyer are collectively referred to as the Parties and individually to as a Party
<b>Confidential information</b>	Seller's business, including, without limitation any information regarding any of the Seller's business plans, or price points, etc.
<b>General Terms</b>	these general terms of sale of Goods effective from 15 November, 2023
<b>Goods</b>	the goods being sold by the Seller
<b>NPK Expert Group</b>	companies indicated in the Seller section. The list of group companies is not complete and can be subject to changes
<b>Order</b>	the proposal from the Seller provided to the Order request
<b>Order Request</b>	a request of the Buyer to the Seller for the purchase of the Goods or (where applicable) the Goods and Services
<b>Order confirmation</b>	a document or e-mail by the Buyer approving the Order (details of the purchase of the Goods or (where applicable) Goods and Services and any additional terms and conditions agreed by the Parties in relation to the relevant Order)
<b>Seller</b>	the company, which issues an invoice to the Buyer and/or has sent an Order. The Buyer agrees that an Order can be sent and an invoice issued, by the following companies: <ol style="list-style-type: none"><li>1. <b>AS Fertilizer Group</b>, registration number 42103079658, VAT number LV42103079658, a corporation having its legal address at Dzintaru Street 41, Liepaja, Latvia, LV-3401;</li><li>2. <b>NPK Expert International LTD</b>, registration number 11925901, a corporation having its office at address: 71-75, Shelton Street, London, Greater London, WC2H9JQ, United Kingdom;</li><li>3. <b>NPK Expert Iberia S.L.</b>, registration number B88633136, VAT number ESB88633136, a corporation having its legal address at Calle Imprenta, Nr. 8, 28760 Tres Cantos, Madrid, Spain;</li><li>4. <b>Theorem Commodities &amp; Services LTD</b>, registration number: CS214212017, having its legal address at P.O. BOX CT. 1848, Cantonments-ACCRA, Metropolitan, Greater ACCRA, Ghana;</li><li>5. <b>Overseas Trading Company</b>, registration number RC/YAO/2010/B/121, VAT number M02100030382K, having its office at the address: BP 5549 Douala, Cameroon;</li></ol>



## **Services**

Goods-related services provided by the Seller

- 1.2. If there is any inconsistency or contradiction between the Agreement and the Terms, the Agreement shall prevail.

## **2. GENERAL PROVISIONS**

- 2.1. The General Terms shall apply to and are deemed to be incorporated in all Orders, which are accepted by the Buyer after the date of approval of these General Terms. The acceptance of the Order by the Buyer implies acceptance of the General Terms.
- 2.2. The General Terms shall have a determinative nature. No terms or conditions proposed by the Buyer are effective in relation to the Agreement unless they are expressly and specifically incorporated in the Order.
- 2.3. These General Terms apply to all requests for quotations, orders, and agreements concerning the supply of Goods. Any deviations from or additions to these General Terms require the Seller's prior explicit and written consent.
- 2.4. The Seller has the right to change the General Terms at any time, at its discretion, by publishing a new version of the General Terms on the Seller's website and without informing the Buyer. The latest version of General Terms shall apply.
- 2.5. In case of a conflict between the provisions of the Order and the General terms the provisions of the Order shall prevail unless otherwise specifically provided in the General Terms.
- 2.6. Unless otherwise provided in the General Terms or required by the context, the General Terms shall apply to the provision of the Services.
- 2.7. The General Terms shall be applicable to all NPK Expert Group companies.

## **3. OFFERS AND AGREEMENT**

- 3.1. In order for a Buyer to receive the Order, the Order request shall be sent to the Seller. The communication can be done in any written format – e-mail, fax, mail, phone, etc.
- 3.2. The Seller will prepare the Order, with regard to prices and delivery periods, and it will be valid for a period of three (3) days unless stated otherwise. The Seller's offers are non-binding and subject to changes unless they have expressly been labeled as binding with reasonable certainty or they contain a certain term for acceptance.
- 3.3. The Order confirmation shall be sent to the Seller. An agreement is only concluded when the Buyer accepts the Order from the Seller to deliver Goods and/or perform services.
- 3.4. Goods descriptions, documents, and data (such as weights, dimensions, serviceability, tolerances, or technical data) provided by the Seller to the Buyer, including those in electronic format, shall not constitute guaranteed compositions of the Goods. Customary deviations, deviations resulting from legal regulations, as well as other minor deviations, shall be permitted unless they interfere with the usability of the Good.
- 3.5. The Seller may request and is entitled to obtain any additional information necessary for the preparation or performance of an Order from the Buyer before the Seller prepares and submits an Order. When deliveries of the Goods are made directly from a manufacturing plant, additional conditions may be stipulated by the Seller in the Order based on the conditions and requirements of a relevant manufacturer.

## **4. DELIVERY AND TIME FOR DELIVERY**

- 4.1. Delivery times indicated in the Order are approximate. They are given for convenience only and shall not be binding on the Seller.
- 4.2. The place of delivery shall be the Seller's warehouse unless otherwise agreed in the Order. Unless expressly agreed otherwise, deliveries are made "EXW" (Ex Works).
- 4.3. The Seller shall notify the Buyer of the readiness of the Goods for dispatch by email within a reasonable time. If the place of delivery is the Seller's premises, the Goods shall be deemed delivered at the time when ready



for dispatch irrespective of whether the Buyer has taken actual delivery of the Goods or not. From the time when the Goods are ready for dispatch, such Goods will be stocked on the account and at the risk of the Buyer.

- 4.4. The Buyer shall be responsible for loading and carriage unless otherwise agreed in the Order. The Seller may make partial deliveries of the Goods. Early deliveries are permitted. Transshipment is permitted.
- 4.5. The risk of loss of or damage to the Goods passes to the Buyer at the time the Goods are ready for dispatch as notified to the Buyer. If the Seller is to arrange carriage, the risk passes to the Buyer when the Goods are handed over to the first carrier for transmission to the Buyer unless otherwise agreed in the Order.
- 4.6. The Buyer shall ensure that any Buyer's representative to whom the Goods are handed over shall have and present to the Seller a valid power of attorney duly authorizing him to sign the waybill and receive the Goods on behalf of the Buyer.
- 4.7. Without relieving the Buyer from its obligations set out in Clause 4.6 of the General Terms, if the Goods are handed over in a place different from the Seller's or manufacturer's premises, then in favor of the Seller it is deemed that the person receiving the Goods and/or giving orders regarding unloading of the Goods at that place has the authority to receive the Goods and sign documents on behalf of the Buyer.
- 4.8. The Buyer shall supply to the Seller the necessary information and documents. Such information and documents shall inter alia include marking and shipping instructions, all documents required to obtain necessary export licenses, and any other necessary documents for the shipment of the Goods. Such information and documents shall be supplied sufficiently in advance to permit the Seller to make the necessary shipping arrangements.
- 4.9. The Seller shall not be liable for:
  - 4.9.1. any suspension of or delay in shipment and delivery of the Goods;
  - 4.9.2. any damage caused to the Goods or sustained by a carrier or other third parties because of defective loading (int. al. overloading of the vehicle, improper or insufficient trimming, and inadequate distribution of the cargo);
  - 4.9.3. any costs of storing the Goods in a warehouse, wharfage, placing the Goods under canvas, surveillance, stoppage, procuring extra transport, demurrage, temporary unloading, etc., caused due to instructions or documents or failure to provide such instructions or documents by the Buyer. All such costs, expenses and liability shall be borne by the Buyer.
- 4.10. The delivery shall be made by means of transport of a closed type (e.g. tent, cargo case). If the delivery is made by means of open-type transport the Buyer shall bear all responsibility and risks which are connected with the Goods' exposure to the atmosphere (rain, snow, hail, wind, sun, temperature, humidity, and other).
- 4.11. If the Seller arranges or pays for carriage of the Goods the Buyer shall ensure that the transport performing Goods' delivery is provided with a quick and free access to the place of unloading and that unloading equipment is available in order to perform expedite unloading of the delivered Goods. Otherwise, the Buyer shall be responsible for all risks related to the Goods and any additional costs and expenses related to delay and demurrage of transport.
- 4.12. If the Seller arranges or pays for carriage of the Goods the carriage costs will be either specified in the invoice separately or included in the price of the Goods, at the discretion of the Seller, and all the terms and conditions of the Agreement applicable to payment of price and liability for payment failure shall extend to payment of the carriage costs.
- 4.13. If the Seller arranges or pays for carriage of the Goods the Buyer shall pay to the Seller any amount of demurrage or compensation for delay of transport stated in the corresponding Seller's invoice and calculated in accordance with an arrangement between the Seller and carrier.
- 4.14. The Seller may refuse to load the Goods if transport provided for delivery does not correspond to any technical parameters or conditions of carriage or it has any faults.
- 4.15. If the Buyer is bound to arrange for carriage of the Goods by road or carriage is performed by a road carrier nominated by the Buyer, the Buyer shall ensure that drivers of vehicles follow security rules, procedures, and security instructions effective on the Seller's territory set out by the Seller, as well as with the labor safety requirements, including requirements regarding use of the individual protection means for the drivers of the commercial vehicles. In particular, it is prohibited to make noise, make repairs, drink alcoholic beverages, smoke outside the designated areas, and dispose of waste.



- 4.16. The Buyer shall ensure that its personnel, representatives, and other persons on the part of the Buyer should not be present at the Seller's territory under the influence of alcohol (where the alcohol concentration in the blood exceeds 0.2 per mill) or drugs. If the Seller suspects that such a person is under the influence of alcohol or drugs, the Seller may request the person to take a breath test, and if the test is positive or the person refuses to take the test, the Seller may refuse to admit that person for the performance of relevant activities.
- 4.17. For each breach of Clause 4.16 or Clause 4.17 of the General Terms, the Seller is entitled to recover a penalty from the Buyer in the amount of 500 EUR.
- 4.18. Delivery of the Goods to a country not indicated in the Order as well as re-export of the Goods by the Buyer is not permitted other than with the Seller's written consent, and the Buyer shall be fully responsible for any third parties' claims with respect to such delivery or re-export.
- 4.19. The Buyer guarantees that its purchase and subsequent use of the Goods, including their alienation in whatever form to any third party, do not violate as of the date of conclusion of the Agreement and will not violate in future any current and future sanctions, restrictions and prohibitions of any states, state authorities or international organizations (including, without limitation, those adopted by the UN, EU or US) in relation to the supply of the Goods in certain countries. The Seller may terminate the Agreement and claim damages if this guarantee proves inaccurate or is not complied with.
- 4.20. To the Agreement might be attached the following original documents:
  - 4.20.1. bills of ladings;
  - 4.20.2. commercial invoices;
  - 4.20.3. packing list;
  - 4.20.4. certificate of origin;
  - 4.20.5. quality & quantity certificate of the goods issued by "Bureau Veritas";
  - 4.20.6. copy of the cadmium declaration certificate issued by the manufacturer.

## **5. RESERVATION OF GOODS**

- 5.1. The Seller has rights, but not obligation, to reserve the Goods in favour to the Buyer.
- 5.2. If the Buyer does not accept the Goods within 5 days from the availability of Goods unless expressly agreed otherwise in the Order, the Seller has rights to apply price for Service in accordance with Section 8 of the GTC or/and handle the Good at Seller's own discretion.

## **6. TITLE**

- 6.1. Any delivered Goods shall remain the property of the Seller until any payments related to the Agreement due to the Seller are settled. The title to the Goods shall be transferred to the Buyer after the settlement of any residual indebtedness.
- 6.2. The Buyer shall have the sole liability for, and shall bear all risks and costs associated with the loading, transportation, unloading, correct handling and suitable storage of the Goods and the new goods as described above. In addition, the Buyer shall (i) take a general liability all risks insurance policy, at its own cost, including coverage as to the deterioration or theft of all or a part of the Goods or the new goods and (ii) provide to the Seller, at its first request, a certificate confirming both such insurance coverage and the payment of the insurance premium related thereto. This regulation prevails over the application of the INCOTERMS 2010.
- 6.3. The Buyer may not pledge or otherwise encumber the Goods to which the Seller retains the title.
- 6.4. The Buyer shall immediately notify the Seller of any sequestration or impairment of the Seller's rights to the Goods by a third party. The Buyer shall cover any expenses related to the removal of the impairment of the Seller's rights or restitution of its rights to the Goods if the said expenses cannot be recovered from the third party.
- 6.5. If the Buyer fails to pay the price, interest, or penalty for late payment, damages, or any other payment due for more than one month, the Seller may execute its title over the Goods and take them back without prior notice to the Buyer. In the event of payment delay the Buyer may not take any steps (neither resale nor processing) which may affect the Goods.
- 6.6. The Seller shall deliver the Goods of ordinary quality stipulated by respective standards or technical conditions referred to in the Order unless agreed otherwise in the Order. If the Buyer fails to use the Goods according to their intended purpose, as contemplated in certificates/declarations issued by the manufacturer of the Goods



and/or by the Seller, or to comply with any storage, operation, or maintenance instruction applicable to the Goods, or offers on the Latvian market the Goods which are intended for use outside of Latvia, the Seller shall not be responsible for any lack of conformity of such Goods. The Seller is not responsible for the normal wear and tear of the Goods.

- 6.7. Prior acceptance, if Buyer wishes to have an acceptance test performed, such test shall be agreed upon expressly in writing with Seller when entering into a contract. Unless otherwise agreed, the acceptance test shall be carried out at the place of manufacture or at a place to be indicated by Seller.

## **7. CLAIMS**

- 7.1. The Buyer shall examine the Goods, their packaging, and shipping documents with respect to any lack of conformity upon their delivery within as short a period as is possible for the Buyer. If during the receipt of the Goods from a carrier, any lack of conformity of the Goods or their package, or inconsistency with the shipping documents is revealed the Buyer shall:
- 7.1.1. indicate such lack of conformity in the transport document during the receipt of the Goods;
  - 7.1.2. take the sharp photo images of such Goods directly in the carrier's vehicle in which the Goods arrived and photo images of the carrier's vehicle state registration number; and
  - 7.1.3. within 24 hours of the Goods' arrival draft a report with a detailed description of all lack of conformity and within 48 hours of the Goods' arrival submit its copy to the Seller via e-mail. Upon the request of the Seller, the Buyer shall dispatch the original of the report and photo images taken to the Seller by registered mail or international courier. The Seller is not liable for any lack of conformity if the Buyer fails to duly examine the Goods. The Seller is not liable for a lack of conformity (whether apparent or hidden) that was revealed or ought to be revealed in the course of examination of the Goods if the Buyer fails to record and report such lack of conformity in accordance with this Clause.
- 7.2. The Goods being under the claim shall not be used or sold.
- 7.3. Any claim shall be submitted with the enclosure of the following documents:
- 7.3.1. a notice of claim indicating: the name of the Goods as per the Order, quantity under the claim, number of the Order, data allowing to determine what Goods are under the claim, subject of the claim (shortage, non-conformity as to the quality, etc.) with reference to a relevant report, demand of the Buyer and (where demand is made in monetary value) calculation of losses;
  - 7.3.2. a debit-note;
  - 7.3.3. a report drawn up with the participation of the Independent Inspection Society or a representative of the Seller, evidencing the subject of the claim;
  - 7.3.4. photo images of the Goods under the claim; and
  - 7.3.5. other documents required in accordance with the Agreement.
- 7.4. The Seller may release the Buyer in writing from the obligation to provide any of the documents mentioned in General Terms.
- 7.5. In case of a quantity claim, the complete quantity of the Goods under the Order shall be re-calculated and a respective report shall be issued. The report shall indicate the number of the received places/packages, the condition of the packaging and gross/net weight of each lot, the method of weighting, and the type and characteristics of scales used for the weighting.
- 7.6. Should the actual amount of the Goods after re-calculation differ from the net amount indicated in the Order for 7% or less, the amount indicated in the Order shall be considered as final and acceptable for further settlements between the Seller and the Buyer.
- 7.7. Any quality claims shall relate only to such quantity of the Goods that were actually in the possession of the Buyer at the moment of their mutual inspection with the participation of the Seller's representative, or, if such inspection was not held, to such quantity as indicated in a warehouse.
- 7.8. If the claim is not valid or the Seller is not liable for the claimed lack of conformity, all cost and expenses, sampling, and other operations connected with the inspection of the Goods, irrespective of where such operations were carried out, shall be covered in full amount by the Buyer. If the claim is valid and the Seller is liable for the lack of conformity, such costs and expenses shall be compensated by the Seller.
- 7.9. If the Buyer has submitted the claim in accordance with the requirements of the Agreement the Seller shall consider the claim and give a reply on the subject of the claim within 30 days after the receipt of the claim.



- 7.10. Amounts acknowledged by the Seller for payment to the Buyer under a settled claim shall be paid to the Buyer within 45 days after the claim is acknowledged by the Seller and the Seller has received all documents required in order to make the payment.
- 7.11. No set-off by the Buyer, including set-off regarding the Seller's invoices, is allowed unless with Seller's prior written consent.
- 7.12. Satisfaction of any Buyer's claim is conditioned upon the Buyer's compliance with all requirements set out in the Agreement in respect of such a claim. If the Buyer fails to examine the Goods, or to record and report a lack of conformity, or to submit an appropriate claim, or not to use or sell the Goods being under the claim, or to provide the Seller with an opportunity to verify the Buyer's claim (e.g. fails to provide the Seller with access to the Goods or to supply Goods or their samples on demand), as required, the Buyer shall lose the right to rely on the relevant lack of conformity or other Seller's failure that gave rise to the claim.
- 7.13. If the Goods are sold by the Seller to the Buyer as a sub-standard material, the Buyer may not raise claims regarding the reasons for the material to be graded as sub-standard or based on any other grounds that the Buyer is ought to know or has to deal with when buying sub-standard materials. When the quality of the Goods is rated as a second-choice product, any claims regarding the quality of such Goods are precluded.
- 7.14. Any returns or exchanges of the Goods are allowed only with prior written consent of the Seller.

## **8. PRICES**

- 8.1. The prices of the Goods and Services shall be determined in the Order.
- 8.2. If the price for the Service is not indicated in the Order, the standard price for the Service shall be applied. The standard price list is available on the website - <https://www.npkexpert.com/>. The Seller has rights to unilaterally amend the prices for Service.
- 8.3. The prices indicated in the Order shall include costs of packaging and marking and exclude taxes, fees, duties, and other obligatory payments of any kind, transportation, insurance, storage, handling, demurrage, and similar items unless otherwise agreed in the Order.
- 8.4. If the Buyer or its authorized representative collects the Goods at a warehouse within the territory of the Republic of Latvia or that of another EU-State and then exports the Goods from the territory of the state where it has collected the Goods, it shall present such documented evidence of the export as the Seller may require for the taxation purposes. If such evidence is not presented and/or it is not sufficient to demonstrate the export of the Goods out of the Republic of Latvia (or other EU-State, as applicable) and/or it is not accepted by the Latvian (or by other EU-State's, as applicable) tax authorities, the Buyer shall cover any costs and expenses related to the imposition of VAT in Latvia (or in other EU-State, as applicable).
- 8.5. The Buyer shall provide the Seller with its valid VAT payer's number (as used at the moment of shipment for its taxation in the respective territory of the EU) prior to the delivery. If the Buyer fails to comply with its duty, then, in addition to the purchase price, the Buyer shall pay VAT applicable to the Goods pursuant to the VAT regulations of the country of the Goods shipment.

## **9. PAYMENT TERMS**

- 9.1. Unless expressly agreed otherwise in the Order, payment must be made within 30 days following date of invoice, with no deductions. The Seller has the right to request advance payment up to 100% of payment, including payments for Services.
- 9.2. Seller shall be entitled to assign payments to the oldest payable claim.
- 9.3. If the payment deadline is exceeded, the Seller shall be entitled to demand a penalty interest of 8%. This shall not rule out the right to assert further-reaching damages.
- 9.4. Payment in the form of bills of exchange is admissible only subject to prior agreement with the Seller. Seller shall accept bills and cheques only on account of performance, and these shall constitute payment only following redemption. Bank charges shall be for the account of the Buyer.
- 9.5. If the Buyer is late in making payment, the Seller shall be entitled to demand immediate settlement of all due claims to which no objection has been made arising from the business relationship. Neither deferral nor the acceptance of bills or cheques shall rule out this right.
- 9.6. The Buyer may offset payment only against counterclaims that are undisputed or established with legal force. The Buyer shall have no right to withhold payment.



- 9.7. Payments shall be made according to applicable invoices. All payments shall be made in Euro to the Seller's account unless otherwise agreed in the Order.
- 9.8. If the Buyer fails to pay on a due date, the Buyer shall pay penalty at the rate of 0.1% (zero point one percent) of the sum overdue per each day of delay. The Seller may recover any further damages suffered as a consequence of such failure including, inter alia, any losses related to changes in currency exchange rates, demurrage, any fines imposed on the Seller by carriers, authorities, or other entities, any additional banking fees and charges, etc.
- 9.9. Any claims or disputes regarding invoices do not allow the Buyer to delay or set off any payment. Only after the relevant payment is made, may the Buyer raise a claim for recovery of a disputed amount.
- 9.10. The Buyer shall reimburse the Seller for all fees, costs, and expenses (including, but not limited to, attorney fees and legal costs) related to the recovery or collection of a delayed payment. If the Buyer fails to pay on a due date, the Seller may assign the debt to any third party.
- 9.11. Despite any provisions of the Order to the contrary, the Seller shall be entitled to demand the Buyer to make any prepayment or payment within a shorter time or payment of the total Order price or to provide security at any time if the Seller finds it necessary due to the doubts about the Buyer's ability to settle payments, its creditworthiness or due to any other reasons.
- 9.12. The Seller shall be entitled to suspend delivery, if the Buyer fails to make any payment agreed upon in the Order or if the Seller has a reasonable doubt about the Buyer's ability to pay any amount when it becomes due and payable under the agreed Order or there is a breach of the Agreement on the part of the Buyer that remains uncured. Further, if the Buyer fails to pay on a due date for a lot of the Goods, the Seller shall be entitled to suspend delivery of any other lots of the Goods to the Buyer until the amount overdue is paid in full.
- 9.13. Payment of penalties does not release the Buyer from the fulfilment of its obligations in accordance with the Agreement.
- 9.14. The Seller may issue and submit invoices to the Buyer in electronic form by email in accordance with the Regulations for transmission of invoices in electronic form (as amended from time to time) which are available on the Seller's website and included herein by reference. The Buyer agrees to receive invoices in electronic form, any such invoice shall be deemed to be valid for the Parties and has the same legal effect as if it was signed and submitted in paper form.

## **10. LIABILITY**

- 10.1. The Seller shall not be liable for any default or failure under or breach of the Agreement (such as, for example, a failure to fulfill or to punctually fulfil this Agreement, or a mistake made during the preparation of the Order or the Order, or in case of any unauthorized actions, etc.) unless the same is attributable to Seller's wilful misconduct or gross negligence.
- 10.2. Where at the request of the Buyer the Goods are ordered directly from their manufacturer, the order may, at the manufacturer's discretion, be transferred to the next production month or cancelled, in which case the Seller shall be released from any liability for delay in delivery of the Goods or failure to deliver them.
- 10.3. If the Buyer refuses to purchase or rejects the Goods under the accepted Order, or otherwise does not take their delivery within the delivery time stated in the Order (which event shall be deemed tantamount to a refusal to purchase the Goods), the Seller has rights to request Buyer shall pay to the Seller a forfeit at the rate of 20% of the total price of the respective Order.
- 10.4. If the Buyer refuses to purchase or rejects or does not take delivery of the Goods produced specifically for the Buyer under an individual order (e.g. where the product is special or has specific dimensions), and therefore the sale of these Goods to a third party at the agreed Order price is unlikely, the Buyer shall pay the Seller the difference between the agreed price of the Goods and the price of the Goods for which the Goods has been sold further, as well as any further damages.
- 10.5. If the Buyer fails to timely take delivery of the Goods, the Seiler may, without prejudice to its other rights and remedies, store them at the Buyer's risk and expense and, following a notification of their availability, invoice them as having been delivered.
- 10.6. The Seller shall not be liable to the Buyer for any indirect or consequential losses or loss of profit, loss of use, loss of product, loss and/or deferral of production, interruption of business, loss of goodwill. The amount of the direct losses shall be reduced by the amount of any compensation received by the Buyer from any third party and the amount of any insurance payments received from insurance companies.





- 10.7. The Seller's liability in respect of any claim is limited to the invoiced price of the non-conforming or short-delivered Goods. The total liability of the Seller for all claims of any kind (irrespective of whether the claim is founded in contract, tort, unjust enrichment, breach of representation, negligence, breach of statutory duty, or on any other basis whatsoever) arising from or related to the Agreement is in any event limited to the total Goods price under the respective Order.
- 10.8. A Party is not liable for a failure to perform any of its obligations (and its obligations under this Agreement shall be suspended) during the period and to the extent that the Party is prevented from or delayed in complying with them, or compliance with them is rendered impracticable, by any cause beyond its reasonable control and which could not have been prevented by the exercise of reasonable care and skill (Force-majeure circumstances), including but not limited to, any strike, lock-out, riot, the act of war, invasion, armed conflict, explosion, the act of state or other act or failure to act of any governmental agency or body, interruption in the transport or lack of means of transport, breakdown of plant or machinery, shortage of raw materials or energy outages, fire, act of God, flood, storm, earthquake, sanctions, restrictions, prohibitions and embargos. Force-majeure circumstances shall not apply to the obligations of either Party to make payments under the Agreement to the other Party.
- 10.9. Without limiting the generality of the foregoing, Force-majeure circumstances that affect the shipment or delivery of the Goods include, but are not limited to: obstacles on the roads, delays with transportation or import/custom clearance, and adverse weather conditions. It does not matter whether Force-majeure circumstances affecting the Seller happen to the Seller or only to a manufacturer of the Goods or another third party in which the Seller engages in order to perform the Agreement and not directly to the Seller himself.
- 10.10. A Party affected by Force-majeure circumstances shall notify the other Party of their occurrence (indicating the estimated term of their effect) and of their cessation in writing, within 7 days after occurrence or cessation of the same, as applicable. The Buyer shall also submit to the Seller a confirmation of Force-majeure circumstances issued by competent authorities of the respective country. Failure of the Party affected to comply with this obligation shall prevent that Party from relying on the relevant Force-majeure circumstances as on the basis for release from liability.
- 10.11. If by reason of Force-majeure circumstances, of which notice has been given, the fulfilment of the Agreement is prevented in any material respect for more than 4 months, then either Party may terminate the Agreement.

## **11. ANTI-CORRUPTION COMPLIANCE**

- 11.1. The Buyer undertakes to the Seller that in every aspect of its business, including all services rendered on its behalf by any third party, it will use all reasonable endeavors to comply with best anti-corruption practices in accordance with international standards, law, and regulations.
- 11.2. The Seller warrants the Buyer that it implements, and for as long as it is a party to the agreement with Seller will implement, anti-bribery policy and other adequate control procedures and practices designed to prevent it and its respective Associated persons from violating applicable anti-corruption laws and regulations. The Buyer undertakes that, before or at the date of the entering into force of the agreement, the Buyer itself and its Associated Persons have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the General Terms and that it has taken reasonable measures to prevent its Associated Persons or other subcontractors, or any other third parties, subject to its control determining influence, from doing so.
- 11.3. The Seller warrants and undertakes that it and its directors, officers, and employees will not, and to the extent it is legally able will procure that none of its Associated Persons will, violate any applicable anti-corruption legislation, as well as will not perform any actions referred to in the previous Clause.

## **12. CONFIDENTIALITY**

- 12.1. The Buyer shall not disclose to any third party any details regarding the Confidential Information, make copies of any Confidential Information, or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Seller.
- 12.2. If the Buyer or its Associated person, will make any public or other disclosure or public or other release of information concerning the existence or the contents, or subject matter of the Agreement, in whole or in part, the Buyer shall receive consent of the Seller. If such an announcement is required in connection with the execution of the Agreement, the Buyer shall provide the Seller with the form of the press release and obtain the other party's approval of the announcement prior to its release, whose approval will not be unreasonably withheld or delayed.





- 12.3. The Buyer may not during the term of this Agreement and for an indefinite period thereafter disclose Confidential information, without prior written approval from the Seller. Breach of obligation is the grounds for the Seller to unilaterally terminate the Agreement.
- 12.4. The Buyer is obliged for each time such a breach happens to pay the Seller a penalty of the amount of 20,000 EUR. Issuing a penalty does not affect the Seller's entitlement to impose other sanctions, including damages and/or action as a result of breach of General Terms, if the Seller can demonstrate greater loss or damage than that covered by the penalty.

### **13. FINAL PROVISIONS**

- 13.1. Buyer's rights and duties under the General Terms, including the rights to receive any payments from the Seller, shall be neither transferable nor assignable to other persons without written approval of the Seller.
- 13.2. The Buyer shall notify the Seller as soon as possible (but not later than within 7 days after the date when relevant information came to the Buyer's knowledge) of:
  - 13.2.1. any claim which has been brought against the Buyer, if the amount of the claim, individually or together with other claims which have been already filed against the Buyer, comprises at least 30% of the total debt in regard to the invoiced amount from the Seller;
  - 13.2.2. initiation of the merger or any other kind of reorganization, recovering proceedings, or any other kind of legal protection or insolvency proceeding regarding the Buyer;
  - 13.2.3. changes in the Buyer's shareholders structure which affect more than 30% of the shares.
- 13.3. The Buyer shall observe the Seller's trademark, know-how, brand name, etc. protection. The Buyer shall refrain from any activities that would disrepute the Seller's trademark. The Buyer shall compensate to the Seller any costs, losses, and damages caused by the Buyer's failure to comply with this obligation. If the Buyer uses the Seller name, trademarks, etc. (in any form, including, but not limited to – written, oral, etc.), without prior written approval from the Seller, the Buyer shall pay a penalty of 10,000 EUR per each case.
- 13.4. If the Buyer fails to comply with any of its obligations under the General Terms, including, but not limited to, fails to pay any amount when due, to take delivery, etc., and such failure (if capable to be cured) remains uncured for more than 15 days after its occurrence, the Seller shall be entitled to terminate the agreement. Termination of the Agreement does not relieve the Buyer from the fulfilment of its obligations and the Seller is not prevented from exercising any rights it may have under the Agreement or in law in order to satisfy its relevant claims.
- 13.5. All offers made under these General Terms, agreements entered into and agreements that (may) be the result thereof, as well as these General Terms themselves, are exclusively governed by Spanish law. Only the court in Spain is authorized to take cognizance of disputes, or in the courts chosen by the Seller. The Seller shall have the exclusive right to determine the appropriate jurisdiction for resolving any such disputes.

**NPK EXPERT  
PRICE LIST**

**For logistic centers and plants in Latvia, Lithuania, and Ghana**

**Approved date:** 15.11.2023  
**Version** 04/LV/Trans

**All charges for services of our plant and sub-contractors as per your direct agreements, in other cases as per this price list that is publicly available for any customer or third party to book a service or assign a task.**

	<b>RAILCAR MANIPULATIONS</b>	<b>Price, EUR</b>	<b>Units, pcs</b>	<b>Days/Other Unit</b>
1	Railcar service	895,00	50-70 MT railcar	From Border to Station
2	Detention of Railcars	275,00	50-70 MT railcar	Per day/Per Railcar
3	Cleaning of Rost	155,00	50-70 MT railcar	n/a
4	Railcar Delivery back to the Border	395,00	50-70 MT railcar	Per Railcar
5	Railcar Taxi/Parking on own rails	155,00	50-70 MT railcar	Per Railcar/per day
6	Railcar Repairs	450,00	50-70 MT railcar	Per Railcar simple repairs
7	Railcar Discharge from open-top	175,00	50-70 MT railcar	Per Railcar
8	Railcar Discharge from hoppers	355,00	50-70 MT railcar	Per Railcar
9	Railcar Discharge from liquid tanks	650,00	50-70 MT railcar	Per Railcar
1	Railcar Transit and Declarations	750,00	50-70 MT railcar	Per Railcar simple package
0				
1	Railcar Transit and Declarations	1000,00	50-70 MT railcar	Per Railcar full package
2				
1	Railcar Loading of any type	To be agreed	50-70 MT railcar	Per Railcar per each case
3				
	<b>MOVEMENT OF CARGO OPERATIONS</b>			
1	Internal Warehouse movement	8,00 – 11,00	Per ton	
2	External Warehouse movement	10,00 – 15,00	Per ton	
3	Palletizing outdoors	20,00	Per ton	
4	Tarpaulin Covers for Cargo	75,00 – 100,00	Per ton	
5	Hard Covers for Cargo	115,00 – 145,00	Per ton	
	<b>BAGGING OPERATIONS</b>			
1	Re-bagging of Cargo – flowing	24,00	Per ton / 50 kg to 500 kg	
2	Re-bagging of Cargo – not flowing	49,00	Per ton / 50 kg to 500 kg	
3	Re-Bagging of Cargo – Special	65,00	Per ton / 50 kg to 500 kg	
4	Bagging of Cargo tailor agreed	15,00 - 55,00	Per ton / 50 kg to 500 kg	
	<b>MOVEMENT OF ADDITIONAL TYPE</b>			
1	Loading of Containers	20,00 - 55,00	Per ton / 15 kg to 500 kg	
2	Loading of Trucks	20,00 - 55,00	Per ton / 15 kg to 500 kg	
3	Movement of Bulk cargo	7,00 - 40,00	Per ton / bulk free-flowing	
4	Movement of Bulk cargo	12,00 - 70,00	Per ton / bulk non-free flowing	
5	Storage Indoors	3,00 - 15,00	Per ton / per Month based on cargo type, short term	
6	Storage Indoors	12,00 - 45,00	Per ton / per Month based on cargo type, long term	
7	Storage outdoors	2,00 - 10,00	Per ton / per month based on cargo type	
8	Truck parking	25,00	Per truck	
	<b>ANY TYPE OF PLANT AND/OR STORAGE DETENTIONS</b>	<b>Price</b>	<b>Units, MT</b>	<b>Days</b>
1	Detention of Production Plant - Penalty	10%	of Contract	Per day
2	Of production Shifts and Load Force	22,00-95,00	Ton	Per Day
3	Detention of trucks or containers	50,00-400,00	Per trucks	Per day
4	Special tailored ready-made material force sale cancelled by Client	Sales difference plus 10% Mark-up	Per cancelled pre-ordered amount	