



PURCHASE ORDER TERMS & CONDITIONS

Yara Belle Plaine Inc. (Yara) agrees to purchase and Supplier agrees to supply the "Goods" and/or the "Services" described in this purchase order ("Order"), subject to the following terms and conditions.

1. Acceptance

This Order will be deemed accepted and will be a binding contract on Supplier, upon Supplier or its agent executing and delivering the acknowledgement copy of this Order to Yara, or upon Supplier delivering any part of the Goods to Yara, or upon Supplier commencing performance of any Services for Yara, or upon Supplier accepting any payment made by Yara related to the Goods, whichever occurs first.

2. Governing Terms and Conditions

The terms and conditions set out in this Order and any documents incorporated by reference in this Order and any master purchase agreement existing between Yara and Supplier (collectively the "Terms and Conditions") constitute the exclusive agreement between Yara and Supplier. Acceptance of this Order is expressly limited to acceptance of these Terms and Conditions only. Yara hereby gives notice that it objects to and rejects any terms or conditions contained in any document which has been or may in the future be supplied to it by Supplier which are in addition to, different from, inconsistent with or attempt to vary any of the Terms and Conditions, whether such terms or conditions are set forth in Supplier's tender, proposal, order acknowledgement, invoice or otherwise disclosed to Yara. Yara's acceptance of the Supplier's Goods and/or Services will not be construed as an acceptance of any terms or conditions contained in any such document provided by Supplier. If this Order is deemed to be an acceptance of a prior offer by Supplier, such acceptance is conditional on Supplier's assent to these Terms and Conditions.

3. Contract Supercedes

The contract constituted by this Order supercedes all prior agreements, correspondence, undertakings or commitments, whether oral or written, between Supplier and Yara with respect to the Goods and/or Services.

4. Price Inclusive

Unless otherwise specified in this Order, the stated price shall include all duties, levies, freight charges, packing charges, insurance charges, installation charges and any other charges whatsoever in connection with the Goods and/or Services. Supplier shall provide all properly completed customs invoices, declarations and evidence of export/import as well as such operating and maintenance manuals as may be reasonably required by Yara.

5. Delivery

Notwithstanding any shipping arrangement specified in this Order, Supplier will have the risk of loss for all Goods shipped under this Order until receipt of delivery and acceptance of such Goods at Yara's plant site, at which time title to and risk of loss with respect to such Goods will pass to Yara.

6. Inspection & Rejection

All Goods are subject to Yara's inspection and acceptance on delivery. If rejected, the Goods will be held for disposal at Supplier's risk and expense. No payment, inspection or acceptance of any part or all of the Goods will relieve Supplier from full responsibility for furnishing Goods conforming to the requirements of this Order.

7. Warranty

In addition to any other express or implied warranties, Supplier warrants that: (a) all Goods and/or Services supplied will be in accordance with all applicable specifications, drawings, descriptions and other requirements specified in this Order; (b) all Goods will be of good industry standard material and workmanship, will be fit and suited for the purpose or use expressly contemplated by this Order and will be of merchantable quality; (c) all Services (including all inputs and workmanship) will be in accordance with good contemporary standards for such Services in Yara's industry; and (d) unless a longer period is specified elsewhere in this Order, all Goods and Services supplied will be free from defects in material, design or workmanship for a period of 12 months, from the date an item is first used or put into operation by Yara or from the date that the Services are completed, as the case may be.

8. Remedial Work

Supplier will promptly repair, replace and correct defects in the Goods or Services not conforming to the requirements of this Order, including any warranty, without expense to Yara, when notified of such non-conformity by Yara.

9. Compliance with Laws

Supplier warrants and agrees that all Goods and Services supplied under this Order will comply with all applicable federal, provincial and local laws and regulations in force at the time of supply and/or performance including, without limitation, all laws and regulations affecting the price, production, use, classification, handling, storage, sale or delivery of any Goods supplied under this Order and all applicable occupational health and safety and environmental laws and regulations.

10. Title to Property

While any property of Yara (the "Property") has been removed from Yara's plant site by Supplier for the performance of any Services, Supplier will be responsible for the care, custody and control of such Property and will have the risk of loss for such Property. Supplier will be deemed to be a bailee of such Property for Yara. Title to such Property will remain with Yara, and Supplier will keep such Property free and clear of all liens, charges or encumbrances whatsoever, created by, through or under Supplier.

11. Intellectual Property

Supplier warrants that neither the Goods or Services, nor Yara's use, maintenance or repair of such Goods or Services, will infringe on any existing or pending patent, copyright, industrial design or other intellectual property right.

12. Confidentiality

Any specifications, designs, patterns, samples or other similar items or other technical, commercial or financial information relating to Yara's business (the "Information") which Supplier may obtain in connection with this Order will be deemed to be confidential. Supplier will not use the Information for its own purposes (other than for fulfilling this Order), nor will Supplier disclose the Information to any third party except as specifically authorized by Yara in writing.

13. Use of Information

Yara will have the right to make copies of or otherwise use for its own purposes (including duplicating any components of any Goods for use as replacement parts at Yara's plant site) any drawing or other information provided by Supplier in the course of its performance under this Order.

14. Delay

Time is of the essence of this Order. Supplier agrees that it will complete delivery of the Goods and/or perform the Services according to the times specified in this Order. Supplier will not be liable for delays in delivery of the Goods or in performance of its Services due to causes not within the reasonable control of Supplier; provided that, Supplier immediately notifies Yara in writing of any such delay. If such delay is or is expected to be more than 15 days, Yara may, at its option, cancel all of any portion of the Goods and/or the Services being supplied under this Order by giving written notice to Supplier, without further liability on the part of Yara.

15. Cancellation for Cause

Yara may cancel the supply of any Goods and/or the performance of any Services or any part thereof under this Order at any time because of Supplier's failure to comply with any of the Terms and Conditions including, without limitation, for late delivery of Goods, late performance of Services, delivery of Goods which are defective or which do not conform with this Order or failure to provide Yara, upon request, with reasonable assurances of future performance.



16. Cancellation Without Cause

Yara may cancel the supply of any Goods and/or the performance of any Services or any part thereof at any time without cause at its sole option, by giving written notice to Supplier. Upon such cancellation without cause, Yara will reimburse Supplier for its actual direct costs incurred in respect of this Order prior to the effective date of notice of cancellation together with any actual direct costs resulting from such cancellation, less the reasonable recoverable value in respect of any Goods or partially completed Goods, if applicable. Reimbursement for such actual direct costs will be Supplier's exclusive remedy, and will constitute satisfaction of any and all liabilities of Yara, with respect to any cancellation of this Order.

17. Waiver of Consequential Damages

In no event will Supplier be liable for consequential damages for loss of profits, loss of revenue or loss of anticipated business suffered or incurred by Yara as a result of Supplier's failure to deliver the Goods and/or perform the Services according to the times specified in this Order.

18. Cumulative Remedies

Except as otherwise expressly provided in this Order, any rights and remedies specified in this Order are cumulative and are exclusive of any other rights or remedies which Yara would otherwise have available at law.

19. Modification and Waiver

No revision, modification or waiver of these Terms and Conditions will be binding on Yara unless such revision, modification or waiver is expressly agreed to in writing by Yara.

20. No Assignment

This Order may not be transferred or assigned in whole or in part by Supplier without the prior written consent of Yara. Such consent will not relieve Supplier of its obligations and liabilities under this Order.

21. Governing Law

The laws of the Province of Saskatchewan (excluding the conflict of law rules and the United Nations' Convention on Contracts for the International Sale of Goods) will apply to and govern the interpretation, validity and enforceability of this Order. All warranties, rights and remedies established for the benefit of a buyer under *The Sale of Goods Act* (Saskatchewan) with respect to the supply of any Goods under this Order are specifically reserved by Yara and are incorporated by reference into these Terms and Conditions. Supplier hereby attorns to the jurisdiction of the courts of the Province of Saskatchewan.

22. Limitation of Actions

No proceedings based on any cause of action, regardless of form, arising out of, or in any way connected with this Order or the Goods or Services furnished under this Order may be brought more than six years after the day on which delivery or performance of the Goods or Services has been completed or on which the claim is discovered, whichever is later.

23. Site Work

When any aspect of this Order involves attendance at or the performance of the Services at Yara's plant site, the following additional provisions will apply.

- (a) Supplier and its officers, employees, agents and subcontractors will comply with all reasonable plant site rules and all safety and security regulations imposed by Yara.
- (b) Supplier will have complete control and responsibility for the safety and health of its officers, employees, agents and subcontractors while engaged in the Services, and will take all necessary precautions to prevent the occurrence of any injury to person or damage to property during the performance of the Services.
- (c) Supplier will obtain all necessary permits and/or licenses and give all necessary notifications for the performance of the Services.
- (d) Supplier will notify Yara in advance of any hazardous materials that it intends to bring onto Yara's plant site and to provide Yara

with the appropriate Material Safety Data Sheets for such materials.

- (e) Payment of Supplier's invoices will be subject to compliance with the holdback provisions of *The Builder's Lien Act* (Saskatchewan) and Supplier providing appropriate clearance certificates regarding the payment of Saskatchewan Workers' Compensation assessments and Saskatchewan provincial sales tax. NOTE: For non-residents contractors providing on site services, a withholding tax of 15% will be deducted as per CRA 105. (Amount may be refundable)
- (f) Supplier shall indemnify and hold Yara harmless from and against any all claims, demands, damages, losses, expenses, costs (including legal fees), fines and penalties sustained or incurred by or asserted against Yara arising from or in connection with any act or omission of Supplier or Supplier's officers, employees, agents or subcontractors in the course of performing the Services. Supplier's liability in respect of an indemnity claim shall not exceed the greater of \$2,000,000 and the amount of insurance actually maintained by Supplier.
- (g) Supplier will maintain general liability insurance and automobile liability insurance in an amount not less than \$2,000,000 per occurrence. The terms of such insurance must be satisfactory to Yara, acting reasonably and Supplier will provide Yara with satisfactory proof of such insurance coverage upon request.

24. Yara Code of Conducts

(The Supplier) commits to familiarize itself with Yara International ASA's Code of Conduct and use its best efforts to ensure that no action or omission by the supplier or any of its employees, agents or contractors may cause Yara to contravene said Code of Conduct.
www.yaracanada.ca



Code of Conduct

for Yara's Business Partners

Each of Yara's Business Partners, including suppliers, distributors, agents, resellers, and joint venture partners, are recognized as an important member of the worldwide team contributing to Yara's success. Our goal is to develop relationships with Business Partners that share our similar corporate values of Trust, Teamwork, Accountability, and Ambition, and conduct business in an ethical manner.

Yara takes into account internationally recognized and endorsed standards in key areas such as international human rights, business ethics and labor conditions. We expect our Business Partners to do the same and are committed to working only with partners that fulfill this requirement. Failure to comply with this Code of Conduct for Yara's Business Partners may result in discontinuance of business relationships.



1. Respect for People, Human Rights and Appropriate Working Conditions

• Safe and Healthy Work Environment

Yara expects employees at our Business Partners to be provided with a safe and healthy workplace in compliance with international standards and national laws.

• Discrimination

Yara takes the issue of discrimination very seriously. We require that all employees in our joint venture operations be treated with respect and dignity, and that equality of opportunities are based solely on merit, irrespective of race, color, religion, gender, age, national origin, sexual orientation, marital status or disability. All of Yara's Business Partners must commit to creating a fair work environment and to abide by all applicable local laws concerning discrimination in hiring and employment practices.

• Child or Forced Labor

Yara will not use involuntary labor, bonded or forced labor or let anyone do so on our behalf. Any use of child labor by Business Partners must comply with internationally recognized standards such as the guidelines of UNICEF, and the ILO, as well as local legislation.

• Freedom of Association

Yara expects its Business Partners to respect and uphold their employees' freedom of association involving trade unions or similar external representative organizations. Their employees should also have the right to collective bargaining in accordance with applicable laws and regulations, as well as the right for employees to elect not to join a trade union or other representative body.

2. Protection of the Environment

Yara constantly strives to reduce any environmental impact arising from our activities

- Business Partners are encouraged to develop and implement an environmental policy.
- Business Partners are expected to operate in compliance with all applicable laws and regulations addressing environmental protection.
- Yara encourages Business Partners to develop and use environmentally friendly technologies, products and services.

3. Ethics and Business Integrity

• Bribery and Corruption

Yara expect its Business Partners to uphold the highest standards of business ethics, to respect local laws and not to engage in any form of corruption, bribery, fraud, or extortion, Yara considers facilitation payments as a form of corruption and is committed to abolishing such payments.

• Money Laundering

Yara conducts business with high integrity and within the bounds of the law. We will not allow our Business Partners to condone or support money laundering in any form in any location on behalf of Yara.

• Business Gifts and Entertainment

Yara employees, in general, cannot give or accept gifts over the value of 75 USD without express written approval from their manager.

• Fair Competition

Yara strictly prohibits anti-competitive agreements or conduct, including, amongst others, fixing prices, restricting the supply of goods or services, bid rigging and market sharing. We require our Business Partners to be committed to free and fair competition and to abide by relevant competition laws and regulations.

• Confidential Information

Yara is dedicated to protecting confidential and personal information. Business Partners are expected to comply with all applicable laws and regulations governing the protection, use and disclosure of Yara proprietary, confidential, and personal information.

• Conflicts of Interest

Yara expects its employees and Business Partners to immediately identify and address situations where there is an actual conflicts of interest, or even the appearance of a conflicts of interest.

Any breach or concern related to the conduct of Yara employees, consultants or contractors or any of our Business Partners should be reported immediately to Yara's Ethics and Compliance Department at ethics@yara.com