

GENERAL TERMS AND CONDITIONS OF PURCHASE

The following terms and conditions of purchase will apply to each Order, notwithstanding anything to the contrary in any of Supplier's Documents:

1. DEFINITIONS:

“**The Conditions**” means these terms and conditions of purchase, constituting integral and binding part of any Order, whether or not attached to it.

“**Affiliate**” means any entity, other than Buyer, which belongs to ICL Group.

“**Buyer**” means any company which is part of ICL’s Industrial Product Sector, i.e. Dead Sea Bromine Company Ltd, Bromine Compounds Ltd., Tetrabrom Technologies Ltd..

“**ICL**” means Israel Chemicals Ltd.

“**ICL Group**” means any and all companies under direct or indirect control of ICL, including without limitation any Buyer.

“**Order**” means the document or documents issued by Buyer specifying the Products to be delivered to Buyer using any form Buyer may provide whether labeled as an Order or by other labels.

“**Product**” means the products described in each applicable Order.

“**Supplier**” means the entity responsible for supplying the Products in accordance with the terms of each Order.

2. ORDERS AND DELIVERY

2.1 Issuance by Buyer. Orders will be in written form and will be delivered by mail, courier, facsimile, or other electronic transmission; however, Orders may be issued orally in which case they will be confirmed in writing by Buyer, unless otherwise agreed. Each Order will contain delivery and other instructions necessary to the performance by the Supplier.

2.2 Supplier's Receipt of Order. Unless otherwise agreed, Supplier's receipt of each Order shall be confirmed by the Supplier in written form and delivered by mail, courier, facsimile or other electronic transmission, within seven (7) days after receipt of the Order by Supplier. In the event such confirmation was not received within the above period, Buyer is entitled to assume that the Order has been tacitly accepted by Supplier.

2.3 Entire Order. Each Order constitutes the entire contract between Supplier and Buyer for delivery of Products under the Order, and it supersedes all prior negotiations, representations or other agreements, either oral or written related to the subject matter thereof.

- 2.4 Changes to Orders.** Any alteration, deletion or addition to Products ordered in the Order or a change in any provision of the Order shall be effective only if made in writing by Buyer.
- 2.5 Acceptance of Products.** Buyer will have the right to inspect, reject and return at Supplier's expense, with prior notification to Supplier, any Products that do not conform to the material terms and conditions of the applicable Order (including non conforming Products in Buyer's stock or in transit). In the event of such rejection, at Buyer's option, Supplier shall be liable to Buyer (i) for the refund of any payment made by Buyer for such returned Products, including documented shipping costs and all applicable taxes, fees, duties, and other related costs and any associated markup, or (ii) to replace the rejected Products with conforming Products at no additional cost to Buyer, within fifteen (15) days after receipt by Supplier of Buyer's notification regarding nonconformity. Inspection and acceptance by Buyer shall not relieve Supplier of liability for breach of any of its warranties or representations under the Conditions.
- 2.6 Title.** Unless otherwise specified in an Order, title to Products shall pass to Buyer upon payment therefor by Buyer or upon delivery to Buyer's premises or other designated site by Buyer, whichever occurs earlier. Unless otherwise specified in an Order, risk of loss or damage to Products shall pass to Buyer upon delivery to Buyer's premises.
- 2.7 Supplier's Documents.** "Supplier's Documents" includes without limitation any price lists, rate schedules, quotations, work tickets, invoices, receipts, confirmation of Orders or other documents containing terms and conditions related to Products, prepared by Supplier and/or submitted to Buyer. Supplier's Documents, now or in the future, shall not supersede, add to or amend in any way the Conditions or any Order regardless of any provision to the contrary in the Supplier's Documents, and shall be regarded as being formally rejected by Buyer without notice or objection.
- 2.8 Performance under Order.** The Buyer issuing an Order shall be solely responsible for performance of Buyer's obligations under such Order. Unless otherwise agreed, time shall be of the essence with respect to Supplier's delivery of Products to Buyer. Upon receipt of an Order, Supplier will deliver Products when and as directed by the Order, or as may be later amended by Buyer in accordance with Section 2.4 above. Supplier will show on all related shipping papers and other communications with Buyer the applicable Order number, together with Buyer's material symbol numbers or other code numbers if furnished by Buyer to Supplier. If Supplier is unable to comply with schedule or other requirements of the Order, Supplier shall immediately notify the Buyer that issued the Order. Substitutions of Products will not be permitted unless authorized in writing by Buyer.
- 2.9 Terms of Delivery.** Terms of delivery will be in accordance with the latest addition of INCOTERMS published by the International Chamber of Commerce.
- 2.10 Order Assignments.** Buyer may assign any Order including all its rights and obligations thereunder to any of its Affiliates without the consent of Supplier. Supplier shall not assign any Order without Buyer's prior written approval, which approval shall not relieve Supplier of its obligations under such Order. Any assignment made by Supplier not in accordance with this Sub-Clause shall be void.
- 2.11 Responsibility for Loss.** Without derogating from Supplier's liability under the Conditions and/or applicable law, it is hereby clarified that Supplier shall be liable for any costs, claims, damages or liabilities whatsoever of Buyer, resulting from or in connection with any delivery not conforming with the Order and/or the Conditions, including without limitation delay in the release of the Product from the relevant port due to delay or non conforming documentation, repackaging as a result of non conformance of Product, etc.

3. ORDER CANCELLATION AND RETURN OF PRODUCTS

3.1 Order Cancellation. Buyer may, at any time and for any reason, cancel the delivery of Products under an Order, in whole or in part, by notice to Supplier, and Supplier shall promptly comply.

3.2 Return of Products

In the event Buyer ceases from using the Product for any reason whatsoever, Buyer shall be entitled to return to Supplier the remaining stock of Products, provided such Products are still packed in their original package, and Supplier shall refund Buyer with any payment made by Buyer for such returned Products as agreed between the parties.

3.3 Responsibility for Loss. Buyer shall not be liable for any costs, claims, damages or liabilities whatsoever of Supplier, including, without limitation, consequential loss, punitive or exemplary damages or reimbursement for Products undelivered or not accepted or returned.

4. NON-EXCLUSIVE

The Conditions and the Orders are non-exclusive. Buyer retains the right to engage others to provide the same type of Products without any liability to Supplier, and makes no representation as to the number, frequency or monetary value of Orders for Products to be issued under the Conditions.

5. INDEPENDENT CONTRACTOR

In providing the Products and performing other obligations under each Order, Supplier shall be an independent contractor and not the agent or employee of Buyer. Supplier shall have no authority to make statements, representations or commitments of any kind or take any other action binding on Buyer, except as specifically provided in the Conditions. It is expressly agreed that it is not the purpose or intention of the Conditions or any Order to create, nor shall the same be construed as creating, any partnership, joint operation or agency relationship between Buyer and Supplier.

6. PAYMENT, TAX AND INVOICING

6.1 Payment. Supplier shall invoice and Buyer shall pay Supplier prices agreed between the parties and specified in the Order for Products delivered in compliance with each Order. Such prices shall be specified net of taxes, and applicable taxes shall be separately identified (e.g., sales taxes, etc.). No payment by Buyer shall limit the Buyer's rights later to dispute any of the charges invoiced or to claim unsatisfactory performance under the Order, and payment shall not be construed as Buyer's acceptance of any Products.

6.2 Set Off. Buyer shall have the right to set off any loss, damage, liability or claim which it may have against Supplier, against payment it (or any of its Affiliates) owes to Supplier. Supplier hereby gives an irrevocable instruction to each Affiliate to deliver to Buyer, upon Buyer's first demand, any amount, if any, due each such company from Supplier, all without derogating from such Affiliate's rights towards Supplier.

6.3 Taxes. If Supplier fails to obtain the immunity or exemption from taxes or duties to which Supplier is entitled under applicable law, or fails to obtain a refund or credit, including interest, for any such taxes or duties paid, Buyer shall not be responsible for those taxes and duties.

7. WARRANTIES AND NOTIFICATION OF CHANGE

7.1 Products Warranties. Without limiting the rights that Buyer may otherwise have under the applicable law, Supplier represents and warrants that:

- (a) all Products and related components furnished under any Order will be new unless otherwise stated by Buyer in the Order, and .
- (b) Products delivered to Buyer shall conform to the specifications in the applicable Order and in addition shall conform to the standard grade offered generally by Supplier, at the place of delivery, and
- (c) title to all Products delivered to Buyer is free and clear of all liens, taxes, and/or encumbrances, and
- (d) use of Products by Buyer will not infringe upon any patent or any other intellectual property right relating to the Products.

7.2 Defect or Deficiency Warranty and Remedy. In addition to the other warranties granted, if Buyer discovers any defect or deficiency and Buyer has notified Supplier of the defect or deficiency Supplier, at its sole expense, shall at Buyer's option promptly repair or replace the defective or deficient Products. Any Product repaired or replaced under this Sub-Clause shall be warranted on the same basis as provided in this Sub-Clause.

7.3 Notification of Change. Supplier shall inform Buyer in writing if Supplier intends to modify in a material fashion the production process of Products. This includes modifications of raw materials, process and production and/or packaging location, equipment, quality control and analytical methods, final Product specifications or packaging.

8. INDEMNITY AND LIABILITY

8.1 Indemnity. Supplier shall assume the responsibility for and shall indemnify, defend and hold Buyer and/or anyone on its behalf harmless from any and all direct or indirect losses, expenses (including legal fees), liabilities or damages of any kind or nature, including but not limited to claims for death, personal injuries or property damages or product liability, arising of the Supplier's actions and omissions (including its Affiliates, agents, employees or any of its customers purchasing the Product) under these Conditions, including without limitation in connection with failure of Supplier to perform any of its obligations under these Conditions.

9. INSURANCE

9.1 Minimum Insurance Requirements. Without derogating from Supplier's liabilities and/or obligations under the Conditions and/or any applicable law, Supplier shall carry and maintain in force while supplying the Products pursuant to the Conditions or any Order under the Conditions and for a period of seven years thereafter, at its sole expense, a Comprehensive Products Liability Insurance including ecology and environmental loss or damage insurance with an insurer of good standing, with a limit of liability of not less than \$ 5,000,000 for each occurrence (hereinafter the "Policy"). The policy will contain a clause of 60 days prior written notice of cancellation, and shall name Buyer as additional Insured, subject to a Cross Liability Clauses.

- 9.2 The policy shall include a special provision declaring that it is primary to any insurance carried by Buyer and that the Insurer waives all rights to demand or claim participation of Buyer's insurance policies. The policy shall include a retroactive date not later than the commencing of operations by Supplier according to the Conditions even if the operations began prior to the signing of these Conditions. The Territorial limits and jurisdiction shall include Israel.
- 9.3 Supplier will submit a certificate of Insurance for each period of Insurance, signed by his Insurers confirming the cover under the above policy. The issue of the above policy, will not constitute an approval that the above insurance are in accordance with the provisions of these Conditions and will not impose any liability on Buyer; nor will it be considered as reducing the Supplier's liability under these Conditions and under any law.

10. CONFIDENTIAL INFORMATION

Supplier shall keep and cause its employees to keep confidential any technical information, data and information concerning the business and research plans or activities of Buyer, its Affiliates, or third parties which are made available to Supplier and its employees by Buyer or its Affiliates or which result from the work of Supplier for Buyer or Affiliates under any Order, and Supplier agrees not to use and to cause its employees not to use said information and data except for the purposes of providing Products under an Order. Supplier agrees not to make any unauthorized disclosure of any confidential information of others to Buyer or its Affiliates. Supplier shall require its subcontractors under any Order to undertake the same obligations toward Buyer as are accepted by Supplier pursuant to this clause. Supplier shall keep the existence of these Conditions and/or the terms and conditions of these Conditions in strict confidence except and to the extent required by applicable law, provided that prompt, prior written notice of such required disclosure is delivered by Supplier to Buyer. It is hereby clarified that any publicity releases or announcements by Supplier regarding the Conditions, any Order, the Products delivered under any Order, or any related activities shall be made only upon prior written approval of Buyer. Buyer shall have no obligation of confidence with respect to any information disclosed to it by Supplier unless specifically provided for in a separate, written confidentiality agreement. Supplier's obligations of confidentiality shall survive the termination of the Conditions for any reason.

11. OWNERSHIP OF DOCUMENTS, DRAWINGS AND SPECIFICATIONS

Supplier agrees that all drawings, field notes, specifications, software, and any other documents and materials, whether written, audio, or video developed for delivery to Buyer under any Order shall be the property of Buyer. Supplier agrees to assign or procure the assignment of the copyrights for all such materials to Buyer.

12. USE OF TRADEMARK

Supplier shall not, without the prior written consent of Buyer use the name or any trade name or trademark of any Buyer or its Affiliates in any advertising or communications to the public in any format except as necessary to provide Products.

13. AUDIT

- 13.1** Supplier shall maintain and preserve, consistent with generally accepted accounting procedures, documentation and data (including but not limited to written and electronic records, books of account, correspondence, plans, memoranda, receipts, and documentation of related systems and controls) pertaining to the supply of Products under these Conditions and any Order.
- 13.2** At all reasonable times, Supplier shall permit employees and agents of Buyer to examine and/or reproduce such documentation and data and to interview Supplier's personnel in connection therewith, as necessary for Buyer to monitor and/or verify (i) the accuracy and propriety of the price of Products, (ii) the existence and effectiveness of Supplier's business practices, and (iii) Supplier's compliance with the terms of these Conditions.
- 13.3** The provisions of this Clause shall be applicable during the term of these Conditions and for a period of three (3) years thereafter. If errors or deficiencies are identified by an audit or otherwise, Supplier shall take prompt corrective action and advise Buyer thereof.

14. COMPLIANCE WITH LAW

Supplier agrees to comply with all and any applicable law in its performance under any Order, including without limitation, environmental laws.

15. SUPPLY GUARANTEE

If Supplier is delayed hindered or prevented from delivering the full quantity of an Order governed by these Conditions, Buyer shall be free to purchase from other manufacturers any quantities which Supplier fails to deliver hereunder, the additional cost of such procurement being born by Supplier.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1** **Governing Law and Waiver of Sovereign Immunity.** The validity, interpretation and construction of the Conditions and any Order shall be governed by and construed in accordance with Israeli Law, without reference to its principles of conflicts laws, and without reference to the UN Convention on Contracts for the International Sale of Products. If Supplier is a government entity or government owned or controlled entity, Supplier waives any right of sovereign immunity.
- 16.2** **Internal Resolution.** Supplier and Buyer shall use reasonable efforts to resolve any dispute which may arise under the Conditions through good faith negotiations. Each party shall nominate a senior representative of its management to meet at any mutually agreed location to resolve a dispute. In the event that negotiations do not result in a mutually acceptable resolution, the dispute shall be handled in accordance with Sub-Clause 8.3.
- 16.3** **Dispute Resolution.** Supplier and Buyer hereby acknowledge and submit to the sole and exclusive jurisdiction of the competent court in Tel Aviv, Israel.

17. AMENDMENTS

Buyer may amend the terms of the Conditions in writing at any time. Once Buyer provided Supplier with an amended addition of the Conditions,, such amended addition shall be deemed incorporated as of its effective date for all future Orders, unless expressly stated to the contrary in such amendment.

18. MISCELLANEOUS

- 18.1 Headings.** The headings and subheadings of articles and clauses of the Conditions and/or any Order, are used for convenience and ease of reference only and shall not be used to construe or interpret the provisions of the Conditions or Order.
- 18.2 Severability.** If any provision or portion of the Conditions or any Order incorporating the Conditions shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that provision or portion of the Conditions or the Order shall be deemed omitted and the remaining provisions shall remain in full force and effect.
- 18.3 Waiver.** No waiver by a party of a right or default under either the Conditions permitting Buyer to obtain Products through the issuance of Orders or the contract formed by each Order shall be effective unless in writing. No such waiver shall be deemed a waiver of any subsequent right or default of a similar nature or otherwise.
- 18.4 Remedies Cumulative.** The remedies provided for in the Conditions are cumulative and shall be in addition to other remedies available at law.
- 18.5 Further Assurance.** Supplier undertakes at the request and cost of Buyer to do all such acts and to execute all such documents as Buyer may from time to time require in order to allow Buyer to carry out the provisions of the Conditions or any Order, or to bring them into full force and effect.