

GENERAL CONDITIONS OF SALE OF ICL ESSENTIAL MINERALS

以色列化工集团必须矿物质销售通用条件

1 GENERAL APPLICABILITY

普遍适用性

- 1.1 These General Conditions of Sale and the express terms contained in any related Contract of Sale (defined below) constitute the complete and exclusive agreement of the seller ("Seller") and the buyer ("Buyer"), each of which is identified in the respective accompanying quotation, credit application, offer, order acknowledgement, Contract for Sale, Order Confirmation (defined below) or invoice. These General Conditions of Sale may not be added to, modified, superseded, or otherwise amended or altered, except by a written document signed by an authorized representative of the Seller. If there is a conflict between the provisions of the Contract for Sale and these General Conditions of Sale, then the terms of the Contract for Sale shall govern.

本销售通用条件以及任何相关销售合同（定义见下文）中所包含的明示条款，构成了卖方（“**卖方**”）和买方（“**买方**”）之间完整和排他的协议，上述每一条款都标示于各自附随的报价单、信用申请书、要约、订单确认、销售合同、订单确认函（定义见下文）或发票中。除经由卖方授权代表签署的书面文件表示同意，本销售通用条件不可被增添内容、修改、替换或以其它方式修订或更改。如销售合同条款和本销售通用条件存在冲突，则以销售合同条款为准。

- 1.2 No modification of, addition to, or deletion from the terms and conditions contained herein shall be affected by the performance by the Seller, and the Seller specifically rejects all other or different terms and conditions contained in any of the Buyer's documents or otherwise referred to by the Buyer.

卖方的履行行为不会影响对本销售通用条件所含条款和条件的修改、增添或删除，且卖方明确拒绝任何买方文件中所包含的所有其他或不同的条款和条件以及买方以其他方式提及的条款和条件。

2 DEFINITIONS

定义

Throughout these General Conditions of Sale, the following terms shall have the respective meanings set forth below:

在本通用销售条件中，下列术语应具有下述相应含义：

"**Agreement**" means, collectively, these General Conditions of Sale, and any relevant offers, quotations, Contract of Sale, Purchase Orders, Order Confirmations, and invoices, subject to Section 1.

"**协议**"指，在符合第1条的约定的前提下，本通用销售条件及任何与之相关的要约、报价、销售合同、采购订单、订单确认函以及发票的统称。

"**Contract for Sale**" means a contract for sale of Products either delivered by the Seller to the Buyer or otherwise signed by an authorized representative of the Seller, which sets forth, among other things, the type and quantity of the Products to be sold by Seller and purchased by Buyer, the term of the Agreement and the pricing of the Products.

"**销售合同**"指卖方向买方交付或由卖方的授权代表签署的产品销售合同，除其他方面外，其约定了卖方销售和买方购买的产品类型和数量、协议期限和产品价格。

"**Incoterms 2010**" means Incoterms 2010 Edition, published by the International Chamber of Commerce.

"**2010年国际贸易术语**"指由国际商会出版的2010年版国际贸易术语。

"**Order Confirmation**" means a confirmation issued by Seller to Buyer as a response to a Purchase Order, confirming the Products to be supplied by Seller pursuant to the Agreement.

"**订单确认函**"是指卖方针对买方的采购订单出具给买方的确认函，确认卖方将根据协议供应的产品。

"**Products**" means products or goods sold by Seller to Buyer pursuant to the Agreement.

"**产品**"指卖方根据协议向买方销售的产品或者货物。

"**Purchase Order**" means an order issued by Buyer to Seller for the supply of Products by Seller, including quantities and dates of delivery.

"**采购订单**"是指由买方签发给卖方要求卖方向其供应产品的订单，订单中包含数量和交付的时间。

3 CONDITIONS TO ESTABLISHMENT OF THE AGREEMENT

协议成立的条件

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Any offer or quotation issued by the Seller or any Purchase Order issued by the Buyer shall bind the Seller only after (i) the issuance by the Seller of an Order Confirmation; and (ii) establishment of the Buyer's credit worthiness to the Seller's satisfaction.

仅在满足下列条件后，卖方发出的任何要约或报价或者买方发出的任何采购订单才对卖方有约束力：(i)卖方签发订单确认函；且(ii)买方的资信状况使卖方满意。

4 PRICES

价格

- 4.1 The prices of the Products shall be as specified in the Contract for Sale or the Order Confirmation, subject to adjustment in accordance with these General Conditions of Sale.

产品价格应为销售合同中或订单确认函中载明的价格，该等价格可能根据本销售通用条件进行调整。

- 4.2 Unless otherwise agreed in writing, in addition to the price payable for the Products, the Buyer shall pay or shall promptly reimburse the Seller for all shipping charges, insurance costs, and all Taxes with respect to, or measured by, the manufacture, sale, use, shipment, importation, transportation or delivery of the Products. For the purposes of this Section, "Taxes" means any and all present and future sales, stamp, GST, VAT, use and excise taxes, withholding of income tax at source, and any other similar taxes, duties, levies, fees, withholdings and charges of any kind imposed by any governmental authority on any amounts payable by Buyer, together with any interest or penalties imposed thereon.

除非书面同意，在产品应付价格之外，买方应支付或应立即补偿卖方所有运输费用、保险费用及与产品制造、销售、使用、装运、进口、运输或交付相关或以之衡量的所有税收。就本条之目的，“**税收**”指任何和所有目前和将来的销售税、印花税、货服税、增值税、使用税和消费税，来源地所得税抵扣，及任何其他类似的税款、关税、征税、费用、代扣代缴税和任何政府机构对买方应付的任何数额征收的任何种类的费用、利息或罚金。

5 DELIVERY

交付

- 5.1 Delivery terms are subject to and shall be interpreted in accordance with the terms of Incoterms 2010 specified in the Agreement.

交付条款应受限于协议中所约定的2010年国际贸易术语条款并依其进行解释。

- 5.2 Unless otherwise specifically agreed to by the parties in writing, the Seller may deliver the Products in partial deliveries and invoice the Buyer for each such partial delivery accordingly.

除非双方另有书面特别约定，卖方可分批交付产品，并就每一批交付的货物向买方开具相应的发票。

- 5.3 The Seller is only responsible for delivering the Products to the location specified in the Agreement. In no event shall Seller be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

卖方仅负责将产品交付至协议约定的地点。在任何情况下，卖方都没有义务交付买方没有提供运送指示的任何数量的产品。

- 5.4 Each delivery shall be considered as separate from other deliveries and the failure of any delivery shall not be a breach of the Agreement as to other deliveries.

每一交付应当被视为独立于其他交付，且任何交付的未履行都不应构成其他交付项下的违约。

- 5.6 The Seller's rights under this Section shall not be deemed waived or otherwise prejudiced by the Seller's delivery of the Products ordered under a Purchase Order after the delivery date set forth in such Purchase Order.

本条款下卖方的权利不因卖方晚于采购订单上载明的交付日期交付该采购订单项下订购的产品而被视为放弃或以其他方式受到减损。

6 QUANTITY WEIGHT AND ANALYSIS

称重和分析

- 6.1 The Seller shall be deemed to have complied with the terms of the Agreement if, with respect to any delivery of Product, it supplies an excess or deficiency of up to 10 (ten) percent of the quantity to be delivered pursuant to this Agreement on the relevant delivery date. The Buyer shall pay for the quantity actually delivered.

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- Seller's weights and quantities, which Seller shall determine in good faith using reasonable methodologies, shall govern unless proven to be in error.
- 对任何产品的交付而言, 如果在相关交付日, 卖方供应的数量相对于协议约定应当交付的数量超出或者短缺不超过百分之十(10%), 卖方应被视为已遵守了协议条款。买方应按照实际交付的数量支付价款。除非被证明有错误, 交付的重量和数量应以卖方以合理方法善意测定的重量和数量为准。
- 6.2 The Seller may sample and analyze a consignment/shipment of the Products to determine the content and the conformity thereof with the Agreement, and such sampling and analysis, if conducted, will be considered as conclusive and final evidence in any claim, dispute or controversy that may arise.
- 卖方可对空运/海运的产品进行采样和分析, 以测定其成分以及是否与协议相符, 如卖方实施了该等采样和分析, 其结果应在任何可能产生的索赔、纠纷或争议中被视为最终和结论性的证据。
- 7 PAYMENT
- 支付
- 7.1 Payment shall be made as provided in the Agreement and in accordance with the payment instructions stated in the Sellers' duly issued invoice.
- 应当按照协议的约定以及卖方正当出具的发票中载明的支付指令进行支付。
- 7.2 In the event the Buyer or any affiliate thereof fails to pay for any Product or products or services rendered by Seller or any affiliate thereof to Buyer, when such payment becomes due, whether under the Agreement or any other agreements between Buyer or its affiliates and Seller or its affiliates, the Seller may, in its sole discretion, and without prejudice to any right or remedy available to it, terminate or suspend future deliveries of Products to Buyer. In the event the Buyer's financial worthiness becomes unsatisfactory to the Seller, the Seller may: (i) elect to withhold future shipments of Products until Buyer's financial credit worthiness has been established to the Seller's satisfaction; (ii) require the Buyer to make cash payments as to future shipments; (iii) require other security for payment before future shipments of Products are provided to the Buyer including but not limited to financial statements, a letter of credit by an entity approved by the Seller, or a payment guarantee by a parent or affiliate of the Buyer; (iv) demand return from the Buyer of any Products for which payment has not been made; and/or (v) terminate the Agreement in accordance with Section 14. The Buyer shall be liable under the aforesaid circumstances for any and all losses and damages the Seller may suffer related thereto.
- 如买方或其任何关联方未能在到期应付时对所有产品或者对任何由卖方或其关联方提供给买方的产品或者服务进行支付, 无论该等支付是协议项下的还是买方或其关联方和卖方或其关联方订立的任何其他协议项下的, 卖方可自行决定终止或中止向买方进一步交付产品, 且这一做法不会损害其享有的任何权利或可获得的任何救济。如买方的财务状况未达到令卖方满意的水平, 卖方可以: (i)选择停止进一步向买方发运产品, 直到买方建立令卖方满意的财务资信状况; (ii)要求买方就今后发运的货物支付现金价款; (iii)在向买方进一步发运产品之前, 要求买方提供其他的付款担保, 包括但不限于财务报表, 由卖方同意的实体开立的信用证, 或买方的母公司或关联方提供的付款保证; (iv)要求买方退还任何未支付价款的产品; 和/或(v)根据第 14 条解除协议。在前述情形下, 买方应当承担卖方可能遭受的与此有关的任何和全部损失和损害。
- 7.3 Without prejudice to any other right or remedy available to it, any default by the Buyer to make any payment shall entitle the Seller to the following: (i) calculated as of the invoice date, an interest of three months Libor plus 5 (five) percent a year on the amount in default; (ii) reimbursement of all costs, including collection costs and legal fees, incurred by the Seller to recover all or part of its payment claims from the Buyer; (iii) subject to and in accordance with applicable law, collect the Products without notice of default, or legal intervention; (iv) set-off payments received from Buyer for Product under the Agreement to cover debts or any non-payment of Seller or any affiliate thereof under any other agreements between Buyer and/or its affiliates and/or Seller and/or its affiliates; and (v) stop or refrain from delivering any Product or products under the Agreement and/or any other agreement it may have with Buyer or with any affiliate thereof.
- 如买方在付款方面存在任何违约, 卖方将有权采取下列措施, 且不损害其可享有的任何其他权利或可获得的任何其他救济: (i)对于违约数额, 从发票日起计算利息, 利率以三个月伦敦银行同业拆借利率加上百分之五(5%)的年利率计算; (ii)向买方追偿卖方为收回买方的全部或部分应付款项而产生的所有成本, 包括催收成本和律师费用; (iii)在符合适用法律的前提下, 不经违约通知或法律干预而直接扣留产品; (iv)以协议项下买方所取得产品的价款抵销卖方或其任何关联方在买方和/或其关联方与卖方和/或其关联方之间所订立的任何其他协议项下欠付买方的债务或未付款; 及(v)停止向买方交付协议项下的任何产品和/或任何其他卖方可能和买方或其关联方之间签署的协议项下的任何产品。
- 7.4 The Buyer shall not be entitled to withhold payment or to deduct from the price invoiced to it for any reason, including (without limitation) on the grounds that it has a claim or set-off against the Seller or that it has made the payment to a third party that fraudulently represented itself to be the Seller.
- 买方无权以任何理由拒绝付款或从开票价款中扣减任何款项, 包括(但不限于)不得以买方对卖方存在索赔或抵销权或买方已向假冒为卖方的第三方支付款项为由。
- 7.5 The remedies contained in this Section are cumulative and shall be in addition to remedies available to the Seller under any applicable law.
- 本条所包含的救济是可以累积的, 并且应当是卖方依据任何适用法律可获得的救济途径之外的救济。
- 8 RETENTION OF TITLE
- 所有权保留
- Title to the Products shall pass to the Buyer once the purchase price is received by Seller in full. Risk of loss or damage to the Products shall pass to the Buyer in accordance with the provisions of the agreed Incoterms 2010.
- 产品的所有权于卖方收到了全部的购买价款之时转移给买方。产品的损失损害的风险将根据 2010 年国际贸易术语的约定转移给买方。
- 9 FORCE MAJEURE
- 不可抗力
- Neither party shall be liable in any respect for failure to perform its obligations under the Agreement if hindered, delayed or prevented, directly or indirectly due to an event or for a reason beyond such party's reasonable control. Such events include, but are not limited to, war, riot, sabotage, acts of terrorism, explosion, accident, flood, fire, or other acts of God, lack of adequate fuel, power, raw materials, labor, containers or transportation facilities, compliance with governmental requests, laws, regulations, orders or actions, breakage or failure of machinery or apparatus, national defense requirements, or labor trouble, strike, lockout or injunction (in no event shall either party be required to settle a labor dispute against its own best judgment). If Seller determines that any such event has occurred, Seller may suspend or cancel all or any part of the deliveries under the Agreement and/or may allocate its available supply of Products, goods or materials (without being obligated to acquire additional supplies of Products, goods or materials or by locating and contracting with other sellers of Products, goods or new suppliers of raw materials) among itself, its affiliates and its purchasers in the Seller's sole discretion. Allocations, suspensions, or cancellations of deliveries or any part thereof under this Section, shall be made without liability, and such allocations, suspensions, or cancellations shall otherwise not affect the remaining terms of the Agreement.
- 如一方对协议的履行由于该方合理控制范围外的事件或原因而直接或间接地受到妨害、延迟或阻碍, 该方均无需就该等未履行承担责任。该等事件包括但不限于战争、暴乱、蓄意破坏、恐怖活动、爆炸、意外事件、洪水、火灾或其他天灾, 缺乏足够的燃料、能量、原材料、劳动力、集装箱或运输工具, 遵守政府指令、法律、法规、命令或行动, 机器或装置的损毁或故障, 国防要求, 或者劳工问题、罢工、停工或禁令(任何一方在任何情况下都不应被要求采用违背其最佳判断的方案解决其劳动争议)。如果卖方确定发生了该等事件, 则卖方可以中止或取消协议项下全部或部分的交付, 和/或自主决定将其可供应的产品、货物或原料(其没有义务去获取额外的产品、货物或原料的供应, 也没有义务寻找或分包给其他产品或货物的卖家或原料的供应商)在其自身、其关联方和其买方之间分配。卖方根据本条对交付或交付的任何部分进行的分配、中止或取消不会导致卖方承担任何责任, 且该等分配、中止或取消不会以其他方式影响协议的其余条款。
- Upon cessation of the Force Majeure, the party affected by the Force Majeure shall resume the performance of its contractual obligations as soon as reasonably possible.
- 一旦不可抗力停止, 受不可抗力影响的一方应尽可能地继续履行其合同义务。
- 10 ECONOMIC HARDSHIP
- 经济困难
- In addition to the other rights and remedies of the Seller set forth herein, if at any time during the term of the Agreement, the Seller experiences any event (including but not limited to, changes in market conditions, changes in applicable rates, duties, taxes or changes relating to the Products and/or increases in the prices of energy, raw materials or other materials necessary for the manufacture of the Products) that causes the continued manufacture or sale of the Products to the Buyer to be uneconomical, or otherwise creates an economic hardship for the Seller, then the Seller may, at its sole option and upon written notice to the Buyer, either (i) increase the price of the Products to cover such event; or (ii) terminate the

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Agreement upon thirty (30) days prior written notice to the Buyer. This Section shall be applied and construed separately from the force majeure provisions in the Agreement.

除本销售通用条件中载明的卖方的其他权利和救济外，如在协议有效期内的任一时间，卖方遭受到任何导致卖方继续为买方继续生产或销售产品无法盈利的，或者将以其他方式造成卖方经济困难的事件（包括但不限于市场条件变化，适用利率、关税、税收的变化，或与产品相关的变化，和/或能源、原材料或其他生产产品所需的原材料价格的上涨）时，经书面通知买方，卖方可单方面选择(i)提高产品价格以弥补事件带来的损失；或(ii)经提前三十天（30）书面通知买方解除协议。本条款应当独立于协议中的不可抗力条款而被适用和解释。

11 REPRESENTATIONS; WARRANTIES AND COVENANTS

陈述，保证和承诺

11.1 The Seller warrants solely to Buyer that on the date of shipment of the Products, such Products will meet the Seller's standard specifications for the Products or such other specifications as have been expressly agreed in writing between the Seller and the Buyer. This warranty is specifically made and limited to Buyer in respect of the Products delivered to it in accordance with the Agreement. THE SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE PRODUCTS.

卖方单方面向买方保证，在产品的装运日，该产品将符合卖方的产品标准规格或经买方和卖方书面明确同意的其他规格要求。本保证仅针对依据协议向买方交付的产品而特别向买方作出且仅限于向买方作出。**卖方不对产品的适销性、针对特定用途的适销性或产品相关的其他事项做其他任何种类的明示或默示的陈述或保证。**

11.2 The Buyer represents and warrants that: (i) it is not, nor are its representatives or anyone for whom it is acting, assisting, or owned or controlled directly or indirectly by, a person(s) designated, named, or identified pursuant to any national or international law or regulation imposing trade and economic sanctions, prohibitions or restrictions (a "Sanctioned Entity"); and (ii) it shall not resell the Products or have any commercial relationship with respect to the Products with any Sanctioned Entity. The Seller may terminate the Agreement immediately, without any liability, in the event of breach by the Buyer of this representation and warranty.

买方就下列事项作出陈述和保证：(i) 买方本身、其代表、其所代理的人、其所协助的人、直接或间接地拥有或控制买方的人，都不是根据任何国家或国际的法律法规被指定、指名或认定应施以贸易和经济制裁、禁令或限制的主体（“**被制裁主体**”）；且(ii) 买方不会将产品转售给任何被制裁主体或与任何被制裁主体就产品建立任何商业关系。在买方违反本陈述与保证的情况下，卖方可立即解除协议且无需承担任何责任。

11.3 The Buyer will not make any disposition, by way of transshipment, re-export, diversion or otherwise of the Products to contrary to any applicable law, including but not limited to Israeli, US or EU export laws.

买方不会以违反任何适用法律（包括但不限于以色列、美国或欧盟的出口法律）的方式处置产品，包括但不限于转运、再出口、转移或其他方式。

11.4 Seller makes no representation or warranty with respect to the accuracy of any tariff code classification information provided by Seller with respect to a Product. In no event will Seller be responsible to Buyer for any losses, liabilities or damages of any nature whatsoever resulting from the use or reliance upon such information. Buyer must make its own determination as to each Product's tariff code classification.

卖方不对其提供的关于某一产品的关税代码分类信息的准确性做出任何陈述和保证。在任何情况下，卖方都不对买方由于使用或者依赖该等信息而遭致的任何性质的损失、责任或损害承担责任。买方必须自行确定每一产品的关税代码分类。

11.5 The Buyer acknowledges that it is aware that the Products, by their very nature, may be hazardous and, if so, shall apply the necessary professional and legal standards of diligence and shall strictly follow the Seller's instructions regarding the use, handling, storage and maintenance of such Products.

买方承认其知晓产品根据他们的自然属性可能是有害的，在此种情况下，买方应当尽到必要的专业和符合法律标准的注意，并且严格遵守卖方关于使用、处理、储存和保养该等产品的指示。

11.6 The Buyer is aware of the global increase in cyber-based attacks on organizations such as the Parties during the last few years. Buyer hereby represents that it is compliant with the requirements of FAR clause 52.204-21 (as may be amended, updated, revised or replaced by a similar regulation), which shall apply mutatis mutandis to information systems owned or operated by the Buyer, which process, store, or transmit Seller information in connection with this Agreement. In electronic communication with the Seller it is Buyer's responsibility to verify that the party with

whom it is corresponding is indeed the Seller and not a fraudster impersonating the Seller. Buyer shall be responsible for the breach of its own IT systems and social-engineering attack on its organization including (without limitation) in the event of phishing and impersonation by a third party fraudster to be the Seller.

买方意识到近年来全球范围内对于像双方这样类型的组织机构的网络攻击不断增加。买方在此确认其符合 FAR 第 52.204-21 条（及其被修订、更新、修正或被类似规则所替代后的版本）的要求，适当变动后适用于买方所有的或运行的用于处理、存储或传输与本协议相关的卖方信息的信息系统中。在与卖方通过电子通讯方式交流时，应由买方负责验证其交流的对方确实为卖方，而非由诈骗人所伪装成的卖方。买方应对其自身 IT 系统被攻破以及其组织机构受到的社会工程攻击承担责任，包括（但不限于）网络钓鱼攻击以及由第三方诈骗人伪装为卖方。

11.7 Without limiting or derogating from Sections 7.4 or 11.6 above, Buyer warrants that if the Seller requests a change in the bank account, Buyer shall not pay any amount under this Agreement to a new bank account which has not been (i) confirmed in writing by two of Seller's authorized signatories (approved as such, in writing, by the Seller's legal counsel) accompanied by a call from the Seller's representative to the Buyer's representative on his/her land-line phone or by a video conference or mobile phone, and (ii) reconfirmed by Buyer's representative in a call to his/her Seller's representative on his/her land-line phone or by video conference. Any payment by Buyer to a new bank account shall not be deemed payment to Seller under this Agreement, unless Buyer has complied with the conditions set forth in (i) and (ii) in this Section 11.7. Buyer shall make best efforts to minimize the possibility of phishing, spoofing and other forms of social engineering and hacking on its IT systems and undertakes to inform Seller of any suspicious activity or impersonation as Seller, immediately after it becomes aware of such activity or impersonation.

在不受前述第 7.4 条或 11.6 条的限制或减损的情形下，买方保证如果卖方要求改变银行账户，买方不会向未经以下程序的新银行账户支付任何本协议项下的价款：(i) 经两名（由卖方法律顾问以书面形式批准的）卖方授权代表的书面确认以及卖方授权代表用他/她本人的固定电话、视频电话或手机与买方授权代表电话确认，和(ii) 买方授权代表用他/她本人的固定电话或视频电话与卖方授权代表电话再次确认。除非买方已经履行该 11.7 条前述(i)和(ii)项之规定，买方向新银行账户支付的任何价款不被视为买方在本协议项下支付给卖方的价款。买方应尽最大限度努力减少其 IT 系统受到的网络钓鱼攻击、电子欺诈和其它形式的社会工程和黑客攻击，并应在其知晓该等事件或伪装为卖方的情形发生时立即通知卖方。

12 INSPECTION; INDEMNIFICATION; LIMITATIONS OF LIABILITY

检验、赔偿、责任限制

12.1 The Buyer shall examine all Products for any damage, defect or shortage as soon as practically possible after delivery. All claims for any cause whatsoever (whether based in contract, negligence, strict liability, or otherwise) shall be deemed waived unless made in writing and received by the Seller promptly after discovery and in any event within thirty (30) days of the delivery of the Products giving rise to such claim; provided, however, that as to any claims that cannot be reasonably discovered within such thirty (30) day period, Buyer shall have sixty (60) days from the date of the delivery of the Products giving rise to the claim to make such claim in writing to Seller. Failure by the Buyer to provide the Seller with written notice of any claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim irrespective of whether the facts giving rise to such claim shall have then been discovered or whether processing, further manufacture, other use or resale of the Products shall have then taken place. If Buyer timely notifies Seller of any damage, defect or shortage, and subject to Section 11.1 above, Seller shall, in its sole discretion, either (i) replace such damaged or defective Products, or (ii) credit or refund the price for such damaged, defective or shortage in Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Seller shall not be liable for transportation charges for the return of the Products unless authorized in writing and in advance by the Seller. Buyer acknowledges and agrees that the remedies set forth in this Section 12.1 are Buyer's exclusive remedies for the delivery of damaged, defective or shortage in Products. Except as provided under this Section 12.1, all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products purchased under this Agreement to Seller.

买方应在交付后于实际可行时尽快检查所有产品的损坏、缺陷或缺失。因任何原因的所有索赔（不论基于合同、过失、严格责任或其他）应视为被放弃，除非该等索赔在发现后立即通过书面方式作出且被卖方收到，并且在任何情况下，前述索赔应当在引起该等索赔的产品交付后三十（30）日内作出；但是，对于在该等三十（30）日期限内无法合理发现的任何索赔，买方应在自引起该等索赔的产品交付之日起六十（60）日的期限内向卖方作出书面索赔。买方未能在适用的期限内向卖方发出任何书面索赔通知的，应视为买方绝对地、无条件地放弃了该等索赔，而无论引起该等索赔的事实是否本应在该等适用的期限之后被发现，也无论产品在该等适用期限之后是否被加工、再制造、用于其他用途或者转售。如果买方将任何损坏、缺陷或缺失及时通知了卖方，受限于本第

GENERAL CONDITIONS OF SALE OF ICL ESSENTIAL MINERALS

以色列化工集团必须矿物质销售通用条件

- 12.1 条, 卖方应自行决定(i)更换该受损的或有缺陷的产品, 或(ii)将该等受损、有缺陷或者短缺的产品的价款与买方因此发生的合理的运输与处理费用一起退还给买方或者贷记于买方。除非卖方提前书面授权, 卖方不负责退回产品的运输费用。买方承认并同意本第 12.1 条中规定的救济为买方对交付产品存在损坏、缺陷或者短缺的排他救济。除非本第 12.1 条另有规定, 向买方做出所有产品销售均为单向的且买方无权将协议项下所购产品退回给卖方。
- 12.2 The Seller and its affiliates shall not be liable to the Buyer for, and the Buyer assumes all liability for, and agrees to defend, indemnify and hold the Seller, its affiliates, and its and their respective directors, officers, employees, agents and suppliers, harmless against all losses, claims, suits, damages, liabilities, costs, fees (including import and export customs fees), and expenses (including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) resulting from or arising out of (i) the Buyer's breach of the Agreement, (ii) the Buyer's distribution, possession, further manufacture, transportation, use or resale of the Products or any product or waste derived therefrom, whether such Products are used alone or in combination with other goods, (iii) the negligence or willful misconduct of the Buyer or its employees or agents, (iv) the Buyer's discharge or release of the Products or any product or waste derived therefrom into water, onto land or into the air, (v) the Buyer's exposing any person (including the Buyer's employees) to the Products or any product or waste derived therefrom, including failure to warn of such exposure, or (vi) any act (or failure to act) by the Buyer or its employees, agents or any person or entity acting on its or their behalf, in contravention of any applicable law or any safety procedures or instructions that the Seller provides to the Buyer or its employees, agents or any person or entity acting on its or their behalf, except to the extent such losses, claims, suits, damages, liabilities, costs and expenses are a direct result of the Seller's gross negligence or willful misconduct.
- 针对因以下原因引起的所有损失、索赔、诉讼、损害、责任、成本、花费(包括进出口关税)和费用(包括合理的律师及专业人员的费用和成本、强制执行本销售通用条款项下赔偿权利的成本以及向任何保险提供商理赔的成本), 卖方及其关联方不对买方承担任何责任, 买方应承担全部责任并同意为卖方与其关联方及其各自的董事、管理人员、雇员、代理人、供应商进行抗辩、作出赔偿并使其免受损害: (i) 买方违反协议; (ii) 买方分销、占有、再制造、运输、使用或转售产品或产品派生的其他副产品或废弃物, 不论买方单独使用该产品或结合其他货物使用; (iii) 买方或其雇员、代理人的过失行为或故意不当行为; (iv) 买方排放或释放产品或产品派生的其他副产品或废弃物至水、土地或空气中; (v) 买方使任何个人(包括其雇员)暴露于产品或产品派生的其他副产品或废弃物, 包括未能警示该暴露; 或(vi) 买方或其雇员、代理人及代表买方或者其雇员、代理人的任何个人或实体的行为(或不作为)违反任何适用法律或违反反方向买方或其雇员、代理人及代表买方或其雇员、代理人的任何个人或实体提供的安全程序或指引; 但是该等损失、索赔、诉讼、责任、成本、费用是卖方重大过失或故意不当行为导致时例外。
- 12.3 SELLER'S TOTAL LIABILITY TO BUYER ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO SUCH CAUSE ACTUALLY RECEIVED BY SELLER, OR, AT THE SELLER'S OPTION, THE REPAIR OR REPLACEMENT OF SUCH PRODUCTS. IN NO EVENT WILL THE SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE OR UNDER-UTILIZATION OF LABOR, MATERIALS OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOSS OF GOODWILL, LOST DATA, AND COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 卖方对买方的因任何原因(不论是因合同、过失、严格责任、其他侵权行为或其他原因)导致的全部责任在任何情况下不应超过卖方实际收到的引起该等损失的产品的价款, 或者不应该超过修理或更换该等产品的费用(卖方选择如此的情况下)。在任何情况下, 卖方不对任何间接的、特殊的、偶然的、惩戒的、继发的损失负责(包括但不限于使用或未充分利用劳动力、材料或设备造成的损失, 收入或预期利润的损失, 商誉损失、数据丢失、替代产品采购成本), 不论行为方式如何, 也不论该等损失是否因合同、侵权或其他原因导致, 即使卖方已被提示该等损失的可能性。**
- 12.4 In no event shall the Seller be liable to the Buyer for any technical or other advice provided to the Buyer with respect to the processing, further manufacture, use or resale of the Products, whether or not provided by the Seller at the Buyer's request.
- 在任何情况下, 卖方不对向买方提供的任何技术上的建议或其他关于加工、再制造、使用或转售产品的建议负责, 不论该等建议是否由卖方在买方的要求下提供。
- 13 SAFETY AND HEALTH INFORMATION AND COMMUNICATIONS
- 安全与健康信息和通讯**
- 13.1 The Buyer acknowledges that it has consulted the 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 the 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.
- 买方承认其已参阅了卖方的文件, 包括卖方关于产品的《材料安全数据表》和其他包含产品及其属性的安全、健康、处理和环境风险信息的技术公报和出版物中的信息, 并且买方确认其已阅读和理解该等信息, 同意将该等信息加入其人身安全程序。
- 13.2 The Buyer shall fully and adequately inform all its employees, contractors, agents and other third parties who may work with or become exposed to the Products, of any hazards associated with the Products, and of the proper storage, handling and use instructions and procedures for the Products, whether disclosed in such documents or in additional documents which are transmitted or otherwise provided to the Buyer.
- 买方应当完整充分地通知其员工、承包商、代理人以及其他可能与产品一起工作或接触产品的任何其他第三方关于产品的有害性以及适当存储、处理和和使用产品的指示以及程序, 无论该等有害性和指示及程序是否在该等文件或者传递或以其他方式提供给买方的额外文件中进行了披露。
- 13.3 If the 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.
- 如果产品被进一步处理、混合或者被融入到另外一种产品中, 买方应当同样地向所有的其可以合理预见的会接触产品的人宣传适当的健康和安​​全信息。
- 14 TERMINATION
- 协议终止**
- In addition to any other remedies that the Seller may have, the Seller may terminate the Agreement with immediate effect upon written notice to the Buyer, if the Buyer: (i) fails to pay any amount when due under the Agreement and such failure continues for five (5) business days after the Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of the terms and conditions of the Agreement, in whole or in part; (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) consummates a change of control (which for the purposes of this Agreement shall mean a transfer of all or substantially all of the assets of Buyer and/or transfer of more than 50% of the share capital of or interest in the Buyer and/or right to appoint 50% or more of the members of its board of directors or other similar controlling body and/or the transfer of power to direct or cause the direction of the management and policies of the Buyer, whether by contract or otherwise).
- 如果买方有下列行为之一, 在卖方享有的任何其他补救措施之外, 卖方可以书面通知买方解除协议且解除立即生效: (i) 买方未能支付协议项下的到期款项, 并在收到未支付的书面通知后五(5)个工作日内仍未支付; (ii) 以其他方式未能履行或遵守协议的全部或部分条款和条件; (iii) 资不抵债、申请破产, 或为债权人利益启动或已经启动了针对其的破产、接管、重整或转让程序; 或(iv) 以合同或其他方式完成控制权变更(为协议之目的, 控制权变更指转让买方全部或实质上全部财产和/或转让买方 50%以上的股权或利益和/或任命买方 50%或以上的董事会成员或其他类似控制实体的权利和/或转让决定或者导致决定买方管理方向和政策, 无论是通过协议还是其他方式)。
- 15 ASSIGNMENT
- 转让**
- 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 the Buyer without the prior written consent of the Seller. Any direct or indirect change in control of Buyer shall be deemed an assignment for the purpose of this Section 15 and accordingly shall be subject to the prior written consent of the Seller, which shall not be unreasonably withheld. The Seller shall have the right to assign the Agreement without the Buyer's consent, including the right to assign the receivables due to it from Buyer or any other third party, as the case may be, to a third party without any limitation.
- 协议为双方各自继承人的利益订立且对其具有约束力, 但未经卖方事先书面同意, 买方不得转让或出让协议。为本第 15 条之目的, 买方直接或间接的控制权变更视为转让并相应地需获得卖方的事先书面同意, 但是该等同意不当被不合理地拒绝。卖方有权未经买方同意转让协议, 包括不受任何限制地向第三方转让来自买方或任何其他第三方的到期应收账款。
- 16 WAIVER

GENERAL CONDITIONS OF SALE OF ICL ESSENTIAL MINERALS

以色列化工集团必须矿物质销售通用条件

弃权

Delay or failure by either party in exercising any right hereunder shall not constitute a waiver of that or any other right or subsequent right in the Agreement, except as otherwise specifically set forth herein.

任何一方迟延履行使本销售通用条款项下的权利或不行使任何本销售通用条款项下的权利不构成对该权利、协议项下的其他权利和后续权利的放弃，除非本销售通用条款另有特别约定。

17 SEVERABILITY

可分性

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 provision shall be deemed excluded from this Agreement and shall not render invalid or unenforceability on the other provisions or parts of such provisions of the Agreement, all of which shall remain in full force and effect; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision.

若协议的任何条款或条款的一部分无效或无法强制执行，或被任何主管机关、有管辖权的仲裁庭或法院认定无效或无法强制执行，该等条款将被视为从协议中排除，且不应影响协议的其他条款或该条款的其他部分的有效性和可强制执行性，协议的其他条款或该条款的其他部分仍然有效。但是，在此情形下，在符合法律和被法律允许的最大范围内，协议应当尽量按照使得被排除条款的本意和目的生效的方式进行解释。

18 SURVIVAL

继续有效

The rights and obligations of the parties hereto will survive the termination, cancellation, completion or expiration of the Agreement to the extent that any performance is required under the Agreement after such termination, cancellation, completion or expiration.

在协议解除、撤销、完成或期满后，在双方在协议项下权利和义务需要继续被履行的范围内，该等双方的权利和义务在协议解除、撤销、完成或期满后将继续有效。

19 CONFIDENTIAL INFORMATION, INFORMATION REGARDING USE OF PRODUCTS AND INTELLECTUAL PROPERTY

机密信息、产品使用信息和知识产权

All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller (or on its behalf), to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party, nor does this Section amend, waive or supersede the terms of any written confidentiality or similar agreement between Buyer and Seller.

所有卖方非公开、机密或专有的信息，包括但不限于卖方（或代表卖方）向买方披露的规格、样品、模式、设计、计划、图纸、文档、数据、业务操作、客户名单、定价、折扣或退款，不论是通过口头的或书面的形式、电子的或其他形式或媒介披露或让买方获悉，也不论是否被标示、指定或通过其他方式确认为与协议相关的“保密”，都是保密信息，仅供履行协议使用，非经卖方事先书面授权不得披露或复制。一经卖方要求，买方应当立即返还由卖方处收到的所有文件和其他材料。卖方有权对任何违反本条的行为申请禁令救济。本条不适用于以下信息：(a)公共领域的信息；(b)披露时卖方已知的信息；或(c)在非机密基础上买方从第三方正当获得的信息。本条不会修改、放弃或者取代任何买方和卖方之间的书面保密条款或其他类似协议。

Upon the Seller's request, the Buyer shall inform the Seller of its intended use of the Products to the extent necessary to allow Seller to comply with any applicable law.

一经卖方要求，在允许卖方遵守相关适用法律所必要的范围内，买方应当将其对产品的预期用途通知卖方。

Buyer shall not use the Seller's intellectual property with respect to the Products except in the normal course of using the Products according to this Agreement. The Buyer shall not copy, modify, decode, reverse engineer, decompile the Products, or copy, modify, translate, or create a derivative work of any of the Products and/or Product's documentation or collateral

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materials. Buyer shall not use any of Seller's trade names or trademarks without the advance, express written consent of Seller.

除依据协议正常使用产品外，买方不得使用与产品有关的卖方的知识产权。买方不得对产品进行复制、修改、解码、反向工程、反编译，不得对产品文件和/或产品文件或配套资料进行复制、修改或翻译或创建衍生工作。未经卖方提前明确书面同意，买方不得使用任何卖方的商号或商标。

20 CHOICE OF LANGUAGE; TRANSLATIONS AND ADDITIONAL TERMS

语言选择；翻译和附加条款

20.1 Translations of the General Conditions of Sale are available in select languages other than English at <http://www.icl-group.com/commercial-terms/> or upon request to Seller. In the event of conflict between the English version of these terms and a translation of these terms, the English version will govern. Annexes containing additional terms and conditions specific to certain Products or Seller may also be found at such website.

本《销售通用条件》除英语外其他指定语言的翻译可以通过网址<http://www.icl-group.com/commercial-terms/> 获得或者向卖方索取。这些条款的该等翻译版本和英文版本存在冲突时，将以该等条款的英文版本为准。包含适用于特定产品和卖方的附加条款的附件也可以通过上述网址获得。

20.2 Solely with respect to an Agreement whereby the Buyer has committed to purchase a percentage of its requirements of a Product during the term specified in the Agreement, the Product grade, concentration and quality descriptions of the Product described therein are not material and are merely descriptive of the Buyer's then-current requirement (e.g., concentration, sizing, etc.) and grade that the Seller is to provide and the Buyer is required to purchase. The Buyer is not excused from performance under the Agreement if there is a change in its desired or required concentration, quality, specification or grade contracted for therein. In the event the Buyer's needs or desires for concentration, quality, specification or grade of the Products change, the Buyer shall so notify the Seller in writing, and the Buyer shall be obligated to purchase the contracted percentage of its requirements of the relevant Product at such changed concentration, quality, specification or grade, with the purchase price to be adjusted accordingly.

如买方在一份协议中承诺在协议约定的期限内购买占其需求的一定比例的产品，则该协议中的产品等级、浓度、产品质量的描述并非实质性的而仅是卖方将要提供且买方必须购买产品之买方当时需求（例如，对浓度、尺寸）和等级的描述。买方对浓度、质量、规格、等级的期望或要求变更将不会影响买方履行协议项下的义务。如果买方需要或者意图变更产品的浓度、质量、规格或等级，那么买方应当将该等变更书面通知卖方并且有义务在变更的浓度、质量、规格或等级下以相应的调整价格购买合同约定的占其需求的一定比例的产品。

21 NOTICES

通知

All notices, requests, claims, demands and other communications between the parties hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered (i) by personal delivery, (ii) by a nationally recognized next day courier service (with all fees pre-paid), (iii) by first class, registered or certified mail, postage prepaid, (iv) by facsimile (with confirmation of transmission), or (v) by electronic mail return (with confirmation of receipt requested). All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the seventh (7th) day following mailing, whichever occurs first.

双方在本销售通用条件下的所有通知、请求、索赔、要求和其他联系（第一项称为“通知”）应当采用书面形式向接收方在协议中载明的收件人或由接收方书面指定的其他地址发出。所有通知应当以下列方式送达：(i)通过专人送达；(ii)由全国公认的次日达快递服务提供商（已预付所有费用）送达；(iii)通过平信或者挂号信（已预付所有邮费）送达；(iv)通过带有传输确认的传真送达；或(v)通过带有要求确认送达功能的电子邮件送达。所有通知在以下任一情况先发生时生效：(i)通知的接收方收到通知，或(ii)邮件发出后的第七（7）天。

22 GOVERNING LAW AND JURISDICTION

适用法律和司法管辖权

The Agreement shall be governed and construed in all respects in accordance with the laws of the jurisdiction of the Seller's principal place of business, without regard to the conflict of laws provisions thereof. The exclusive jurisdiction and venue in any legal proceeding between Seller and Buyer will be in the courts where the Seller's principal place of business or registered office is located. Notwithstanding the foregoing, the Seller may seek interim injunctive relief or preservation measures in any court of competent jurisdiction to prevent or minimize irreparable damage to the Seller. The rights and obligations of the parties under the

GENERAL CONDITIONS OF SALE OF ICL ESSENTIAL MINERALS

以色列化工集团必须矿物质销售通用条件

Agreement shall not be governed by or construed in accordance with the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

协议由卖方主要营业地的管辖法域的法律进行管辖和解释，不适用冲突法法律条款。对买方与卖方之间的任何法律程序有专属管辖权的法院和审判地为卖方主营地或注册地法院。尽管有前述约定，卖方可以在任何有管辖权的法院寻求临时禁令救济或保全措施以预防或在最大程度上减少对卖方不可恢复的损害。双方在协议项下的权利义务不适用《联合国国际货物销售合同公约》的条款，亦不据其解释。