

GENERAL CONDITIONS OF SALE AND DELIVERY OF OCI NITROGEN (OCI)**1. GENERAL**

These General conditions of sale and delivery ("General Conditions") are applicable to all offerings, sales and deliveries by or on behalf of the subsidiaries of OCI Nitrogen BV: OCI Agro BV, OCI Melamine BV and OCI AFA VoF ("Seller") towards buyer ("Buyer") of all goods and/or services ("Goods") unless explicitly agreed otherwise in writing.

2. NO OTHER CONDITIONS

2.1 No other conditions shall apply whether or not reference was made before or after Buyer's receipt of Seller's order confirmation or these General Conditions.

2.2 Electronic communication between Seller and Buyer shall be considered as written communication.

3. QUOTATIONS, ORDERS AND CONFIRMATION

3.1 Quotations do not bind Seller. They are only an invitation to buy. All Sellers' price quotes may be revoked and changed without prior notice. Orders only bind Seller by Seller's written order confirmation ("Order Confirmation"). Seller may always refuse an order without motivation.

3.2 A price quote only applies to the volumes concerned.

3.3 Oral statements and offers only bind Seller to the extent being confirmed in writing by Seller.

4. DELIVERY AND ACCEPTANCE

4.1 Deliveries are made on the agreed condition of the last issued INCOTERMS. If no such condition has been agreed upon in writing, delivery is made ex-works.

4.2 Delivery times and dates are best estimates and do not bind Seller, unless explicitly agreed otherwise in the Order Confirmation.

Seller may deliver the Goods in separate batches and invoice them separately. Seller is not liable for any direct or indirect damage caused by a delay of an agreed delivery date. Neither a delay nor a shortage in the quantities of the Goods delivered shall relieve Buyer from its obligation to accept delivery.

5. PRICES

5.1 The agreed prices and currencies are valid for the agreed period of time. Once that period lapsed before a new price has been agreed upon, Seller shall continue to deliver the Goods for another 30 days at the price last agreed upon. Once the new price has been agreed, such deliveries shall be recalculated at the new price. If no new price is agreed within that 30 days period, Seller may refuse further orders without any liability.

5.2 Unless the prices have been indicated as firm by Seller in the Order Confirmation, Seller is entitled to increase the price of the Goods still to be delivered. Unless otherwise agreed, the prices are inclusive of standard packaging, but exclusive of VAT or any other similar taxes/duties etc. ("Taxes"). Taxes shall be for Buyer's account and shall be separately specified on the invoice.

5.3 Seller is entitled to request payment guarantees before delivery.

6. PAYMENT AND CREDIT

6.1 Unless otherwise agreed in the Order Confirmation, payment shall be effectuated within thirty (30) days from the invoice date, net without set off to the bank account designated on the invoice.

6.2 In case payment are overdue, interest of Euribor plus 1% per month is due calculated from the date payment was due until the date all payments due are fully paid. The costs of collection are for Buyer's account.

6.3 Every payment received from Buyer shall serve as payment of the interest and the cost of collection of the eldest outstanding amounts.

6.4 Invoices shall be deemed to be correct unless a complaint is notified to Seller within 8 (eight) days from the date of invoice

7. CANCELLATION

If Buyer cancels an Order Confirmation or rejects the Goods delivered in violation of the agreement, Seller shall be entitled to, amongst others, the price of the Goods, if they cannot be resold to a third party, or damages equal to 50% of the price of the Goods, if they can be sold to a third party, or if legislation does not permit an action for the price.

8. TRANSFER OF RISK AND RETENTION OF TITLE

8.1 The risk of the Goods shall pass to Buyer on the moment of delivery according to the agreed Inco term. If delivery is made ex works, the risk shall pass at the moment the Goods leave Seller's premises.

8.2 Goods sold on condition of prepayment of which delivery is suspended until payment is received, or Goods rejected by Buyer in violation of the agreement shall be stored by Seller at Buyer's risk and expense.

8.3 The ownership of the Goods shall pass to Buyer upon Seller's receipt of full payment of the respective invoice including all secondary costs like interest and expenses.

8.4 In the event of termination on the basis of paragraph 16 of these Conditions, Seller shall, without prejudice to any other rights, be entitled to require immediate re-delivery of the Goods.

8.5 As long as title to the Goods remains with Seller pursuant to this paragraph 8, Buyer is entitled to use the Goods solely to the extent required in its ordinary course of business, and, to the extent possible, shall:

1. keep the Goods separate and in a clearly identifiable manner;
2. notify Seller immediately of any claims by third parties which may affect the Goods; and
3. adequately insure the Goods.

9. Examination and conformity to specifications

9.1 For the limitation of damage, Buyer upon delivery and during the handling, use, processing, transportation, storage and sale of the Goods (the "Use"), shall examine the Goods and satisfy itself that the Goods delivered meet all contractual requirements. Use or processing of the Goods shall be deemed to be an unconditional acceptance of the Goods and a waiver of all claims in respect of the Goods.

9.2 Complaints regarding the Goods shall be made in writing and received by Seller not later than seven (7) days from the date of delivery in respect of any defect, default or shortage which would be apparent from a reasonable inspection on delivery, and seven (7) days from the date on which any other claim was or ought to have been apparent, but in no event later than three (3) months from the date of delivery of the Goods.

9.3 Determination of whether the delivered Goods conform to the agreed specifications shall be done solely by analyzing the samples or records retained by Seller and taken from the batches or production runs in which the Goods were produced in accordance with the methods of analysis used by Seller.

Goods that Seller consents or directs in writing to be returned shall be returned to Seller at the risk of Buyer, to the destination directed by Seller.

9.4 Except as provided for in paragraph 9.3, any samples supplied to Buyer are supplied solely for information purposes and in no way imply any express or implied conditions or warranties of any kind, including as to quality, description, merchantability, suitability or fitness for any purpose and Buyer shall be deemed to have satisfied itself as to such matters prior to ordering the Goods.

9.5 Defects in parts of the Goods stated in Seller's Confirmation do not entitle Buyer to reject the entire delivery of the Goods. Complaints, if any, do not affect Buyer's obligation to pay as defined in article 4. Upon receipt of a notice of defect, Seller is entitled to suspend all further deliveries until the complaints are established to be unfounded and/or refuted or until the defect has been totally cured.

10. LIMITED WARRANTY

10.1 Seller solely warrants that on the date of delivery the Goods shall conform to the Specifications. If and to the extent Goods fail to meet such warranty, as shall be determined in accordance with the provisions of paragraph 7 of these Conditions, Seller may at its own option within a reasonable time either repair or replace the Goods at no charge to Buyer, or issue a credit for any such Goods in the amount of the original invoice price. Accordingly, Seller's obligation shall be limited solely to repair or replacement of the Goods or for credit of the Goods.

10.2 The Goods are suitable solely for use in accordance with Seller's product information.

11. LIMITATION OF LIABILITY

11.1 Notwithstanding Seller's above mentioned obligations Seller shall under no circumstances be liable towards Buyer or any third party for any other direct, nor for indirect, consequential or special damage. Buyer accepts the liability for and shall keep Seller harmless from and against all damages and costs related to the Use of the Goods or to Seller's information.

11.2 Seller's liability shall under no circumstances exceed the invoice value of the Goods in relation to which damages are claimed including such transport costs as were for Seller's account.

12. FORCE MAJEURE

No liability is incurred by (partly) non or late performance of the contractual obligations other than the obligation to pay, if and to the extent such non or late performance is caused by circumstances beyond the affected party's influence and if the other party is informed immediately of the cause, the nature and the expected duration of those force majeure circumstances.

13. INFORMATION, INDEMNITY

Buyer acknowledges that data in Seller's catalogues, specification sheets and other descriptive publications distributed or published on its websites by Seller, may accordingly be varied from time to time without notice. Any statement, representation, recommendation, advice, sample or other information of Seller in relation to the Specifications, the Goods and the Use thereof shall be furnished for the accommodation of Buyer only.

14. COMPLIANCE WITH LAWS AND STANDARDS

Seller makes no promise or representation that the Goods shall conform to any law, statute ordinance, regulation, code or standard ("Laws and Standards"), unless expressly stated in Seller's Confirmation or in the Specifications.

15. INDEPENDENT CONTRACTORS

Seller and Buyer are independent contractors, and the relationship created hereby shall not be deemed to be that of principal or agent. No sale to or obligation of either party towards a third party shall in any way bind the other party.

16. NON-ASSIGNMENT

Neither party may assign any of the rights or obligations under Seller's Confirmation without the prior written consent of the other party, provided however, that Seller may assign such rights and obligations, wholly or partly, to any of its parent companies, subsidiaries or affiliates or to a third party acquiring all or a substantial part of Seller's assets or business relating to the Goods.

17. SUSPENSION AND TERMINATION

17.1 If (a) Buyer is in default of performance of its obligations towards Seller, or (b) if Seller has reasonable doubts with respect to Buyer's performance of its obligations to Seller and Buyer fails to provide to Seller adequate assurance (such as by means of ongoing credit approval) of Buyer's performance before the date of scheduled delivery and in any case within thirty (30) days of Seller's demand for such assurance; or if Buyer becomes insolvent or unable to pay its debts as they mature, or goes into liquidation (otherwise than for the purposes of a reconstruction or amalgamation) or any bankruptcy proceeding shall be instituted by or against

Buyer or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of Buyer or if Buyer enters into a deed of arrangement or makes any assignment for the benefit of its creditors, then, without prejudice to any other rights of Seller, Seller may by notice in writing forthwith

1. demand re-delivery and take repossession of any delivered Goods which have not been paid for, for which purpose Buyer hereby grants an irrevocable right and licence to Seller to enter upon all or any of the premises where the Goods are or may be located and all costs relating to the recovery of the Goods shall be for the account of Buyer; and/or
2. suspend its performance or terminate Seller's Confirmation for outstanding delivery of Goods unless Buyer makes such payment for Goods on a cash in advance basis or provides adequate assurance of such payment for Goods to Seller; without any intervention of courts being required and without liability for Seller of whatsoever kind arising out of or in connection with such suspension or termination.

17.2 In any such event of (i) and/or (ii), all outstanding claims of Seller shall become due and payable instantly in proportion to the quantity of Goods delivered to Buyer and not re-possessed by Seller.

18. WAIVER

Failure by Seller to enforce at any time any provision of these Conditions shall not be construed as a waiver of Seller's right to act or to enforce any such term or condition and Seller's rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by Seller of any breach of Customer's obligations shall constitute a waiver of any other prior or subsequent breach.

19. SEVERABILITY AND CONVERSION

In the event that any provision of these Conditions shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever, the validity or enforceability of the remaining provisions between the parties and shall be severed therefrom. The pertaining provisions held to be invalid or unenforceable shall be reformed to provisions satisfying the legal and economic intent of the original provisions to the maximum extent permitted by law.

20. LIMITATION OF ACTION

No action by Customer shall be brought unless Customer first provides written notice to Seller of any claim alleged to exist against Seller within thirty (30) days after the event complained of first becomes known to Customer and an action is commenced by Customer within twelve (12) months after such notice.

21. GOVERNING LAW AND JURISDICTION

21.1 The parties' rights and obligations arising out of or in connection with Seller's Confirmation and/or these Conditions shall be governed, construed, interpreted and enforced according to the laws of The Netherlands, excluding principles of conflict of laws. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

21.2 The parties agree that any suits, actions or proceedings that may be instituted by any party shall be initiated exclusively before the competent courts of The Netherlands without prejudice to Seller's right to submit the relevant case to the court which would have jurisdiction if this provision has not been incorporated in the Conditions, and the parties do hereby consent to the jurisdiction

of those courts and waive any objection which they may have, now or hereafter, to venue of those suits, actions or proceedings.

22. INTELLECTUAL PROPERTY

22.1 Seller has not verified the possible existence of third party intellectual property rights which might be infringed as a consequence of the sale and/delivery of the Goods and cannot be held liable for any loss or damages in that respect.

22.2 The sale of Goods shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the Goods, and Customer expressly assumes all risks of any intellectual property infringement by reason of its importation, Use of the Goods, whether singly or in combination with other materials or in any processing operation.

These Conditions have been filed at the office of the Trade Register of the Chamber of Commerce for LIMBURG, The Netherlands, filenumber 14041561.