

## GENERAL SALES TERMS

The following terms and conditions (these “Sales Terms”) shall apply when Interra International LLC and/or any of its affiliates or subsidiaries (“Interra” or “Seller”), is selling goods (“Product”) and/or services (“Services”) to a buyer (“Buyer”), anywhere in the world.

### 1. Binding Contract.

1.1 Interra’s acceptance of the order of the Buyer designated as such in Interra’s Sale Confirmation is expressly made conditional on, and is limited to Buyer’s assent to, the terms in the Sale Confirmation and these Sale Terms.

1.2 Interra’s Sale Confirmation together with these Sale Terms constitute the valid, legally binding, and enforceable agreement of Seller and Buyer with respect to the subject matter of the Sale Confirmation (the “Contract”). Buyer shall be deemed to have assented, accepted, and agreed to these Sale Terms and any additional terms contained in the Sale Confirmation, and to have entered into the Contract, upon the earliest of (a) Buyer’s signing and returning to Seller the acknowledgement copy of the Sale Confirmation; (b) delivery of any portion of the Product to Buyer pursuant to this Contract; or (c) Buyer’s acknowledgment of the Sale Confirmation electronically on the Interra Trade Management System or by an equivalent electronic data interchange message.

1.3 Buyer must pay the price for the Product and take delivery of the Product as required by the Sale Confirmation and these Sale Terms.

1.4 With respect to any matter or issue related to the Contract which is not expressly provided for in the Sale Confirmation and these Sale Terms:

- a) Buyer will be bound by any usage to which Seller and Buyer have agreed, including any Trade Rules designated in the Sale Confirmation, and by any practices which they have established between themselves; and

- b) Seller and Buyer will be considered, for purposes of the Contract, to have impliedly made applicable to the Contract a usage which they knew or ought to have known and which in international trade is widely known to, and regularly observed by, parties to contracts in the nature of the Contract and in the trade in which Seller is engaged.

2. Seller Warranties. Seller warrants that the Product will substantially conform, at the time of delivery to the first common carrier for delivery to Buyer, to the description of Product in the Sale Confirmation. ALL OTHER WARRANTIES, OTHER THAN THE WARRANTY IN THE FIRST SENTENCE OF THIS SECTION 2, WHETHER EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND EXCLUDED. Any claim for nonconformity must be submitted as provided in Section 5 of these Sale Terms.

3. Buyer Warranties.

3.1 Buyer is in compliance with all applicable U.S. laws, rules and regulations and applicable laws, rules, and regulations of each other nation or country having jurisdiction, including export control laws, import control laws, the Foreign Corrupt Practices Act, U.S.A. Patriot Act, Export Administration Act and Anti-Boycott Regulations, applicable to all aspects of the transaction described in the Contract, including rules and orders of the U.S. Department of Treasury, U.S. Department of Commerce and U.S Department of State.

3.2 Neither Buyer nor any person with whom Buyer will deal with respect to the Product, is on a list of persons with whom Seller is restricted from dealing, including the U.S. Department of Treasury, U.S. Department of Commerce, and U.S. Department of State's lists of Specifically Designated Nationals, Specially Designated Global Terrorists, Designated Foreign Terrorist Organizations, Debarred Persons, Blocked Persons or Denied Persons, or lists now or in

the future created or maintained by departments or agencies of the U.S. Government for the same or similar purpose.

4. Indemnity.

4.1 To the fullest extent permitted by applicable law, Buyer shall indemnify and hold harmless Seller and its parent companies, subsidiaries and affiliates, and their respective agents, servants, employees, officers, directors, customers, and any other third party to whom they may owe a similar obligation by contract or operation of law, (each herein referred to as an “Indemnitee”), from and against all Losses incurred by any Indemnitee who was, or is a party to, or otherwise becomes involved in, a Proceeding (including as a witness) arising out of, in connection with, or with respect to, the Product or any breach of Buyer’s warranties in Section 3 of these Sale Terms, or any other default of the Contract by Buyer.

4.2 For purposes of Subsection 4.1,

- a) “Losses” means the total amount an Indemnitee, or person on behalf of an Indemnitee, pays or becomes legally obligated to pay in connection with any Proceeding, including
  - (1) judgments, fines, excise taxes,
  - (2) amounts paid in settlement,
  - (3) costs, charges and expenses (including attorneys, accountants and expert witness fees) incurred in the investigation, defense or prosecution of or other involvement in any Proceeding and any appeal including the cost of appeal, and
  - (4) the cost of establishing the right to indemnification hereunder, and
- b) “Proceeding” means any threatened, pending or completed action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, and whether formal or informal.

4.3 The terms and conditions of this Section 4 shall survive consummation of the Contract and the transactions contemplated by the Sale Confirmation, including delivery of the

Product and payment, for a period of two (2) years or such longer period as may be permitted under applicable law.

5. Inspection/Nonconformity.

5.1 Certification of the Product as wholesome (or similar certification) by the U.S. Department of Agriculture, the U.S. Food and Drug Administration or any other similar foreign, federal, state or local governmental authority or agency (“Government Inspection”) shall constitute proof that the Product is sound and otherwise acceptable for all purposes of the Contract. Seller is not liable for defects or alleged nonconformities in quality of any Product which is certified as wholesome (or similar certification) after Government Inspection conducted in accordance with applicable requirements effective at the time of shipment. Notwithstanding anything herein to the contrary, it is mutually understood and agreed that Seller shall not be responsible or liable for any discrepancy of the Products shipped owing to any causes or cases for which the insurance company, shipping company or other transportation company or organization is responsible or are to be liable.

5.2 Buyer shall have the right to inspect the Product and to notify Seller of any Product which does not conform to Seller’s warranty with respect thereto in Section 2 of these Sale Terms. A survey report issued by a public surveyor acceptable to Seller must be submitted to support nonconformities. Buyer shall provide notice of nonconforming Product to Seller within five (5) working days after delivery of the Product or be deemed to

- a) have accepted the Product “as is,”
- b) have waived all rights to reject the Product for any reason, and
- c) forfeit and waive all remedies it otherwise would have related to defects and nonconformity of the Product. Notwithstanding anything herein to the contrary, the Seller is not liable for any lack of conformity in the Product if at the time for delivery the Buyer knew or reasonably should have known of such lack of conformity.

6. Price.

6.1 The price or prices for the Product set forth in the Sale Confirmation are firm and, unless otherwise provided in the Sale Confirmation, Buyer shall (a) be responsible for the prompt payment of all charges imposed or payable on any of the Product, including state and local taxes, customs duties and tariffs, freight and insurance; (b) pay and bear the risk of any increase in the cost of freight or other shipping costs, insurance or other charges imposed or payable on any of the Product; and (c) pay and bear the risk of any increased costs due to fuel adjustment factors and war premiums if such increased costs are implemented by the shipping company. Buyer shall further pay and be responsible for all discharge costs, destination terminal handling charges, unstuffing charges, demurrage, and port storage costs.

6.2 Unless the Sale Confirmation specifies another time for payment, the Buyer must pay the price in full when the Seller places the Product, or documents controlling the Product's disposition, at the Buyer's disposal in accordance with these Sale Terms. Loss or damage to the Product after risk of loss has passed to the Buyer under the applicable Incoterm specified in the Sale Confirmation or the other provisions of this Contract, does not discharge or relieve Buyer from its obligation to pay the price. If the Sale Confirmation provides for Seller to contract for the carriage of the Product, Seller may ship the Product on terms whereby the Product, or documents controlling disposition, will not be handed over to Buyer except against payment of the price.

6.3 The Buyer shall pay the price to Seller at the place and in the manner specified in the Sale Confirmation or invoice related to the sale.

6.4 If Buyer fails to pay the price or any other sum strictly when due, Seller shall, without prejudice to any claims for damages, be entitled to interest on the unpaid sum from the

due date until paid at the lesser of one percent (1%) per month or the maximum amount permitted by applicable law.

7. Shipment and Delivery.

7.1 If the Sale Confirmation provides for Seller to contract for the carriage of the Product, and in order to comply with Buyer's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in the Sale Confirmation, any increased transportation cost resulting therefrom shall be paid for by Buyer unless the necessity for such rerouting or expedited handling has been caused by Seller.

7.2 Partial shipments are permitted within the delivery period stated in the Sale Confirmation.

7.3 The term "delivery" as used in the Contract (the Sale Confirmation and in these Sale Terms), other than with respect to the giving of notices, means, (i) when used in the context of the Seller's obligations, that point in time when the Seller has fulfilled its delivery obligation as specified in the "A4" clauses of Incoterm specified in the Sale Confirmation, and (ii) when used in the context of the Buyer's obligation to take or accept delivery of Product, the obligation which is specified in the "B4" clauses of the Incoterm specified in the Sale Confirmation. The Buyer must do all acts which are reasonably necessary in order to enable Seller to make delivery and for Buyer to take the Product.

7.4 If

- a) Buyer is in delay of taking delivery of Product, or payment of the price and delivery are to be made concurrently, and
- b) Buyer fails to pay the price and Seller is either in possession of the Product or otherwise able to control its disposition, Seller may deposit the Product in a warehouse of a third person at the expense of Buyer and/or retain the Product until it has been paid the price and reimbursed all expenses by Buyer.

7.5 Notwithstanding anything herein to the contrary, and without expanding any other term hereof establishing an earlier date, in any case where the Seller has delivered the Product the Buyer loses the right to terminate or declare the Contract avoided.

7.6 Unless the Incoterm used in the Sale Confirmation is a so-called “D” term under Incoterms 2020, or it is otherwise expressly and specifically stated in the Sale Confirmation, Seller has no obligation or responsibility to take any steps, pay any costs or comply with any formalities with respect to the importation of the Product into any country, state, province, territory or other jurisdiction all of which are the responsibility of the Buyer. Without limitation of the generality of the foregoing, Buyer shall be responsible for obtaining any necessary import licenses.

8. Documents/Security.

8.1 All Product delivered to Buyer will be accompanied only by the specific documents, if any, set forth on the face of the Sale Confirmation. If Seller has handed over documents prior to the last date for doing so under the Sale Confirmation, it may, up to the last date for such performance, cure any lack of conformity in the documents.

8.2 All negotiable documents and other documents controlling disposition of the Product which are required by or are incidental to the transactions contemplated by the Sale Confirmation, including any Bill of Lading, Multimodal Transport Document, Seaway Bill, Mates’ Receipt, Airway Bill, Consignment Note, Warehouse Warrant or receipt, and freight forwarder’s documents may be held by Seller as security for Buyer’s full and faithful performance of the Contract.

8.3 Title to the Products shall not pass to Buyer until Seller has received payment in full for the Products in accordance with Seller’s instructions. Seller is entitled to claim Products from Buyer’s premises should payment not be made.

9. Risk. If the Sale Confirmation includes a contract for carriage of the Product but does not specify a particular place for Seller to hand over the Product, risk of loss passes to Buyer when the Product is handed over to the first carrier for delivery to the Buyer. If the Sale Confirmation specifies that Seller will hand over the Product to a carrier at a particular place, risk of loss passes to the Buyer when the Product is handed over to the carrier at that place. If the Sale Confirmation does not include a contract for carriage, risk of loss passes to the Buyer when delivery is due, and Buyer is aware of the fact that the Product has been placed at its disposal at the place specified in the Sale Confirmation. The fact that Seller is authorized to retain documents controlling disposition of the Product does not affect the passage of risk of loss.

10. Force Majeure / Delays / Impossibility.

10.1 In the event that either party is prevented from performing its obligations under this Contract, or is delayed in performing its obligations under this Contract, by reason of any circumstances beyond the control of either party, including, but not limited to, strike, labor trouble, war, insurrection, civil commotion, acts of public enemy, acts of terrorism (whether threatened or actual), pandemic, fire, explosion, accident, flood, storm, act of God, act of any governmental authority, executive or administrative orders or other legal restrictions including trade bans, riot, embargo, blockade, quarantine, wrecks or delay in transportation or any cause beyond the reasonable control of Seller, then the party affected thereby shall give prompt notice to the other party and shall use reasonable efforts to resume performance as soon as practicable.

10.2 During the period of any such prevention or delay, the party affected shall be relieved of its obligations under this Contract to the extent that such obligations are affected by the prevention or delay and shall not be liable for any damages resulting therefrom. If such prevention

or delay continues for a period of thirty (30) days or more, either party may terminate this Contract upon written notice to the other party.

10.3 In the event of termination, the provisions of Section 11 of these Sale Terms shall apply. Without limiting the foregoing, in no event shall Seller be liable or responsible for delays in ocean carriage.

11. Termination. Seller reserves the right to terminate the Contract, in whole or in part, in accordance with Section 11 of these Sale Terms or by giving Buyer notice, in writing, at any time prior to Buyer's acceptance, or deemed acceptance, of the Contract pursuant to Subsection 1.2 of these Sale Terms.

12. Buyer Default.

12.1 Buyer shall be in material breach and default under the Contract if Buyer

- a) generally does not pay its debts as such debts become due, or admits in writing its inability to pay its debts generally, or makes a general assignment for the benefit of creditors, or any Proceeding is instituted by or against Buyer seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property; or
- b) fails to strictly comply with any of the terms and conditions of the Contract (including payment) or with the terms and conditions (including payment) of any other contract between Buyer, or any affiliate of Buyer, and Seller, or
- c) Buyer exceeds its credit limits established by Seller or
- d) in Seller's sole discretion, Seller deems itself insecure due to Buyer's creditworthiness or credit rating or standing.

12.2 In the event of a breach or default by Buyer, Seller shall be entitled, without being itself in breach or default of the Contract, and without waiving any rights to demand strict performance for that or any subsequent or other breach or default, to

- a) delay Seller's performance for any period deemed by Seller to be reasonably appropriate to allow Buyer to cure its breach or default, including delaying shipment and/or delivery of the Product; or
- b) cancel any unfilled part of the Contract, in either case a) or b) without any liability of Seller to Buyer whatsoever. Seller shall also have such other rights and remedies afforded to Seller for breach of contract under the Uniform Commercial Code as enacted in the State of Georgia, U.S.A. and under any other applicable law, including the remedies of incidental and consequential damages. In addition to the foregoing, if Seller is in possession of the Product, under Subsection 7.3 of these Sale Terms or otherwise, Seller may sell to a third person, for credit to the account of Buyer, all or some of the Product by any means chosen by Seller; provided that at least three (3) days' notice is given to Buyer; and further provided that if the Product is subject to rapid deterioration notice of sale to the Buyer shall be required only to the extent practical. Sales pursuant to this Section 12.2 shall be at Seller's sole and absolute discretion for any price and on such terms as Seller deems necessary in mitigation of Seller's damages (it being agreed that Seller has no duty to mitigate damages).

12.3 If Seller has already shipped or otherwise dispatched the Product before grounds for breach or default described in this Section 12 become evident to Seller, Seller shall not be obligated to deliver and may prevent the handing over of Product to Buyer even though Buyer holds a document which entitles it to obtain the Product.

12.4 If the Sale Confirmation provides for sale, shipment, or delivery of Product in installments, failure of Buyer to perform any of its obligations with respect to any sale, installment, or delivery constitutes a breach of Contract with respect to that sale, installment, or delivery, and Seller may declare the Contract void with respect that sale, installment, or delivery and all subsequent sales, installments, and deliveries.

12.5 Buyer shall pay, and be solely liable for, all transport handling costs, compensation to ship owners ("demurrage"), costs of discharging operations, and other costs incurred as a result of, or following, any breach or default by Buyer, including the failure to obtain necessary import licenses, or Seller's exercise of its remedies.

12.6 The rights and remedies provided Seller herein shall be cumulative, may be exercised singly or concurrently, and are in addition to any other rights and remedies provided at law or in equity.

13. Setoff. Any claims for money due or to become due from Seller or its Affiliates to Buyer shall be subject to deduction or setoff by Seller by reason of any claim arising out of this or any other transaction with Buyer.

14. Seller Default.

14.1 In no case shall Seller be liable for the value or cost of any property or any special, incidental or consequential damages based upon breach of any warranty, breach of contract, negligence, strict liability, tort or any other legal theory including loss of profits, loss of savings or revenue, loss of use of goods, cost of capital, cost of any substitute goods, down time, the claims of any third party, including customers, personal injury, death or injury to property. Seller's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from the Contract or from the performance or breach or default thereof shall in no case exceed the price set forth herein allocable to the Product or unit thereof which gives rise to the claim. The liability of Seller for any breach, default or other claim, and Buyer's sole and exclusive remedy for Seller's breach or default of the Contract, shall be limited to, at Seller's sole option, the replacement of the nonconforming Product or the issuance of a credit to Buyer for the price of the nonconforming Product. Seller shall have no other obligation or liability of any kind, and it is further agreed and understood that the price stated for the Product herein described is consideration for the limitation of Seller's liability. THESE REMEDIES CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER FOR BREACH OR DEFAULT, INCLUDING

ANY BREACH OF WARRANTY OR ANY OTHER CLAIM WITH RESPECT TO THE PRODUCT.

14.2 Buyer may not request nor obtain a judgment or order for Seller's specific performance of the Contract.

14.3 Buyer agrees to use its best efforts to minimize any damage it may incur or suffer as a result of any claimed breach of contract.

14.4 Any action resulting from any breach of warranty or any other breach or default on the part of Seller arising out of the Contract must be commenced within one (1) year after the date of the Sale Confirmation.

15. Arbitration. At the option of Seller, any controversy or claim arising out of or relating to the Contract, or the breach or default thereof, shall be settled by binding arbitration in Atlanta, Georgia, U.S.A., conducted in the English language in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

16. Litigation. TO THE EXTENT SELLER DOES NOT SELECT ARBITRATION FOR THE RESOLUTION OF ANY CLAIM OR DISPUTE HEREUNDER:

16.1 BUYER AND SELLER EACH HEREBY AGREE THAT THE UNITED STATES DISTRICT COURT SITTING IN ATLANTA, GEORGIA, U.S.A., OR AT THE OPTION OF SELLER, ANY STATE COURT LOCATED IN FULTON COUNTY, GEORGIA, U.S.A. SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN BUYER AND SELLER PERTAINING DIRECTLY OR INDIRECTLY TO THE SALES CONFIRMATION, THESE SALE TERMS, OR ANY MATTER ARISING THEREFROM. BUYER EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE

TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED IN SUCH COURTS. BUYER FURTHER WAIVES ITS RIGHTS TO MOVE SAID COURTS TO TRANSFER VENUE OF SUCH ACTION OR PROCEEDING FOR LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS. THE EXCLUSIVE CHOICE OF JURISDICTION SET FORTH IN THIS SECTION 16 SHALL NOT BE DEEMED TO PRECLUDE THE BRINGING OF ANY ACTION BY SELLER FOR THE ENFORCEMENT BY SELLER OF ANY JUDGMENT OBTAINED IN SUCH JURISDICTION IN ANY OTHER JURISDICTION.

16.2 BUYER AND SELLER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THE CONTRACT AND THE BUSINESS RELATIONSHIP BETWEEN THEM. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE, AND BUYER ACKNOWLEDGES THAT NEITHER SELLER NOR ANY PERSON ACTING ON BEHALF OF SELLER HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. BUYER AND SELLER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THE CONTRACT.

17. Applicable Law. All issues relating to the Contract shall be governed exclusively by and construed under the laws of the State of Georgia (United States), excluding the conflict of law rules of any jurisdiction and excluding the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period for the International Sale of Goods, as amended. Neither the United Nations Convention on Contracts for

the International Sale of Goods nor the United Nations Convention on the Limitation Period for the International Sale of Goods shall apply to this Contract.

18. Notices. Any and all notices, elections, demands, requests, and responses thereto permitted or required to be given under the Contract (the Sale Confirmation or these Sale Terms) shall be in writing, and shall be deemed to have been properly given and shall be effective upon being

18.1 (a) personally delivered, or (b) delivered by a commercial firm regularly engaged in the business of document delivery and which maintains a record of receipt and delivery (“Courier”), or (c) sent by facsimile or e-mail confirming receipt at the number or email address shown for such person in the Sale Confirmation followed by notice given pursuant to 18 (b) under terms of an agreement between the sender and Courier which requires delivery by the Courier no later than the earliest available delivery day offered by the Courier following the day it is received by the Courier. Delivery under 18(a) and (b) shall be made to a party at the address of such party set forth in the Sale Confirmation. Personal delivery to a party or to any officer, agent, or employee of such party at said address shall constitute delivery. E-mail and facsimile may be used for day-to-day and routine correspondence for the convenience of the parties, but e-mail and facsimile shall not constitute notice unless the other provisions of 18(c) are specifically followed. Rejection or other refusal to accept or inability to deliver notice because of changed address of which no notice has been received shall also constitute delivery.

19. Entire Agreement. The Sale Confirmation and these Sale Terms constitute the entire Contract and agreement between Buyer and Seller with respect to the subject matter hereof. The Contract supersedes any and all understandings, representations, proposals or negotiations between the parties, including any sales or brokerage confirmation between the parties, whether oral or written. No oral agreements contradict or vary in any way, any provision contained herein.

In the event of a conflict or inconsistency between these Sale Terms and any Trade Rules specified in the Sale Confirmation, these Sale Terms shall govern and control.

20. Waiver. No waiver of any provision of or default under the Contract shall affect Seller's rights thereafter to exercise any right or remedy in the event of any other default whether or not similar. No waiver shall in any event be effective unless in writing and signed by the Seller.

21. Modification. None of the terms and conditions contained in the Sale Confirmation or these Sale Terms may be modified, superseded or otherwise altered except by a written instrument signed by Buyer and Seller; provided, however, that Buyer may fix, by any written communication (including electronic), whether or not it constitutes "notice" under these Sale Terms, an additional period or periods of time for performance by Seller of its obligations hereunder and the written communication of such additional period for Seller's performance shall constitute an amendment of the Contract if accepted by Seller in any written communication.

22. Assignment. The rights and obligations of Buyer hereunder may neither be assigned nor delegated (by operation of law or otherwise) without the prior written consent of Seller. Any assignment or attempted assignment by Buyer in violation of the Contract is void.

23. Independent Contractor. Buyer shall perform its obligations under the Contract as an independent contractor and under no circumstances shall it be considered an agent or employee of Seller. The Contract does not and shall not, in any way, be construed so as to, create a partnership or any other kind of joint undertaking or venture between Buyer and Seller.

24. Confidentiality. Buyer acknowledges and agrees that all information, including but not limited to technical, financial, and business information, disclosed or made available by Seller to Buyer in connection with the Product, or disclosed to Buyer before, during, or after the term of this Contract, is confidential and proprietary to Seller. Buyer shall keep such information

confidential and shall not disclose or make available such information to any third party, except to the extent necessary to perform its obligations under the Contract. Buyer shall ensure that its employees, representatives, and agents are bound by confidentiality obligations with respect to such information. This confidentiality obligation shall survive the termination or expiration of the Contract.

25. Interpretation.

25.1 Wherever possible, each provision of the Contract (the Sale Confirmation and these Sale Terms) shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Contract shall be prohibited by or invalid under applicable law, said provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Contract.

25.2 The words “include,” “includes” and “including” when used in these Sale Terms will be interpreted as if they were followed by the words “without limitation.”

25.3 Terms appearing in the Contract which are defined or interpreted by the International Chamber of Commerce Official Rules For The Interpretation Of Trade Terms (“Incoterms”) shall be interpreted in accordance with Incoterms 2020 rules as specifically modified by the Contract (in the case of an irreconcilable conflict between Incoterms 2020 and the Contract, the Contract shall prevail).

End of General Sale Terms