

YARA DIGITAL FARMING SOLUTIONS

ANALYTICAL SERVICES TERMS OF USE

These terms were last updated: 27th August 2020

These terms of use apply to the use and provision of the Analytical Services (as defined below) made available by Yara UK Limited and any affiliates controlled by, under common control with, or controlling Yara UK Limited (in each case, **Yara** or **we** or **us**). Each organization or individual wishing to make use of the Analytical Services (**you**) is subject to these terms and conditions of use (**Analytical Services Terms**)

IMPORTANT NOTICE:

- These Analytical Services Terms apply to your use of the Analytical Services.
- Our separate [Yara Digital Farming Privacy Policy](#) also applies to you, and you should check that you understand and are aware of those privacy-related provisions.
- These Analytical Services Terms may be changed over time. You are advised to regularly read the terms applicable to the use of the Analytical Services for possible changes.

BY CLICKING OR TAPPING ANY BUTTON OR BOX MARKED “ACCEPT”, “AGREE” OR “OK” (OR A SIMILAR TERM) REFERENCING THESE TERMS, BY SIGNING UP TO THE ANALYTICAL SERVICES VIA A WEBSITE, APP OR OTHER DIGITAL CHANNEL OR BY COMPLETING AND SENDING TO YARA AN ORDER FORM TO WHICH THESE TERMS ARE LINKED OR ATTACHED, YOU AGREE TO BE BOUND BY THESE TERMS, AND YOU AFFIRM THAT YOU ARE OF LEGAL AGE WHERE YOU LIVE AND HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT AS AN INDIVIDUAL OR AS AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY. YOU SHOULD PRINT AND KEEP A COPY OF THESE TERMS FOR FUTURE REFERENCE.

You should print and keep a copy of these terms of use for future reference.

AGREED TERMS

1. THE ANALYTICAL SERVICES

- 1.1 The Analytical Services allows business users, which may include professional and other farmers and consultants to send a sample to be analysed (**Sample**), together with any other relevant information relating to the Sample (**Information**), to Yara’s laboratory, which will in turn carry out tests and analysis on such Sample (**Test**) and send the results of such Tests back to the customer by email. Test results and other Sample details may also be made available on any Yara digital solution or other customer interface (**Analytical Services**).
- 1.2 Yara offers and markets Analytical Services exclusively to business users, which may include professional and other farmers and consultants. However, in jurisdictions where mandatory legislation dictates that professional or other farmers are to be considered consumers, such persons may be afforded certain augmented rights under applicable local law; and, in such cases, these Analytical Services Terms will not affect any applicable statutory consumer rights that cannot be waived under applicable law.
- 1.3 In the unlikely event that the provision of Analytical Services pursuant to these Analytical Services Terms contradicts any mandatory local law applicable to you, your right to access and use Analytical Services may be terminated by Yara. In such circumstance, you agree not to use or access Analytical Services in any way which might contravene applicable law.
- 1.4 These Analytical Services Terms contain the entire agreement between you and Yara in relation to any Samples or Tests. You confirm that you have not entered into this agreement in reliance on any

representations that are not expressly incorporated in these Analytical Services Terms. These Terms apply to your use of Analytical Services and your Order (as defined in Section 3 below) to the exclusion of any other terms that you seek to impose or incorporate or which are implied by trade, custom, practice or course of dealing. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of Yara which is not set out in these Analytical Services Terms or your Order.

- 1.5 There may be circumstances in which Analytical Services are provided to you by a third party distributor or agent (**Non-Yara Supplier**) rather than direct from Yara. On such occasions, you must still agree to be bound by these Terms in relation to Yara and your use of Analytical Services. You may also need to agree to additional terms, conditions and policies applicable to the relevant Non-Yara Supplier (such as hardware purchase terms, terms of service or privacy policies) (**Third Party Agreement**). It is your responsibility to verify and accept any applicable terms of any Third Party Agreement. The Non-Yara Supplier, and not Yara, is solely responsible for the performance of the Non-Yara Supplier's obligations under any Third Party Agreement.
- 1.6 Depending on the method by which you order or receive the Services, or use Analytical Services, other Yara terms may apply to you. In particular, the [Yara Digital Farming Terms](#) will apply in relation to Orders submitted online or digitally, as well as to your use of any Yara digital solution or other customer interface. Where such other terms apply, you should ensure that you have read and understood them fully, and you will be asked to accept them as part of your sign-up or Order.

2. AUTHORITY TO ASSENT TO TERMS

- 2.1 If you are an individual, you represent and warrant that you are of legal age to form a binding contract. If you are procuring Analytical Services on behalf of your employer or a business entity, you represent and warrant that you are authorized to enter into an agreement on behalf of, and bind, your employer or the business entity. If you do not have such authority, you may not use Analytical Services and we may immediately terminate your use of and access to Analytical Services.

3. SUPPLY OF THE SERVICES

- 3.1 The specific details of the Services to be provided to you by Yara will be agreed between you and Yara, and are set out either in a Yara order form or a different written or online basis prescribed by Yara (**Order**). By signing and returning the Order, you agree to be bound by these Analytical Services Terms.
- 3.2 You shall, at your own expense, provide to Yara all necessary Information relating to the Services within sufficient time and format to allow Yara to supply the Services in accordance with the Order.
- 3.3 You shall ensure the accuracy of all Information supplied to Yara, and Yara will not be liable in any way for any subsequent losses brought about by any inaccuracy of, or delay in supplying, the Information.
- 3.4 You shall, at your own expense, retain duplicate copies of all Information supplied to Yara and shall insure against its accidental loss or damage. Yara shall have no liability for any such loss or damage to the Information, howsoever caused.
- 3.5 All material relating to the Services, provided by Yara to you, shall be at your sole risk from the date of your Order.
- 3.6 Yara may correct any typographical or other errors or omissions in the Order or any other document relating to the supply of the Services without any liability to you.
- 3.7 Yara may (at any time, without notifying you) make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements or which do not materially affect the nature or quality of the Services. Where any changes are material or substantive, Yara will provide you with reasonable advance notice of such changes, which may be by e-mail or posting through a relevant webpage or Yara digital or other interface. Yara advises you to check regularly for changes. Your continued use of Analytical Services (including any use of Analytical Services after a notice of non-acceptance from you) shall be deemed to be acceptance of any such changes. You agree that Yara shall not be liable to you or to any third party as a result of taking these actions.
- 3.8 An Order may not be cancelled by you except with the agreement in writing of Yara, and on the basis that you shall indemnify Yara against all costs expenses and liabilities incurred by Yara in relation to that Order prior to its cancellation.

4. FEES AND PAYMENT TERMS

- 4.1 You shall pay the relevant fees to Yara as set out in your Order and any invoice issued by Yara (**Fees**).
- 4.2 Yara may invoice you at any time after any Services have been supplied or at any other time as may be agreed between you and Yara in writing. Fees shall be due within thirty (30) days of the date of Yara's invoice to you (the **Due Date**).
- 4.3 Subject to any special terms agreed in writing between the parties, you shall pay the Fees together with any additional sums which are agreed between you and Yara for the supply of the Services or which (at Yara's sole discretion) are required as a result of your instructions or lack of instructions, the inaccuracy of any Information or any other cause attributable to you.
- 4.4 Except where expressly stated otherwise, Fees quoted in any Order are stated exclusive of VAT or sales tax, for which you shall be additionally liable at the applicable rate from time to time, upon receipt of a valid VAT invoice from Yara.
- 4.5 If you do not pay the Fees in full by the Due Date, Yara may:
- (a) charge interest at the lower of (i) two (2%) percent per month or (ii) the maximum rate permitted pursuant to applicable law (if any) on any overdue payments from time to time, from the payment due date until paid in full, whether before or after judgment. You will be responsible for all reasonable expenses (including legal fees) incurred by Yara in collecting such overdue amounts, except where such overdue amounts are due to Yara's billing inaccuracies;
 - (b) terminate the Agreement or suspend the supply of the Services in accordance with Section 9.2(b) below;
 - (c) allocate any payment made by you to such of the outstanding invoices as Yara may deem fit; or
 - (d) charge an administration fee in accordance with the Commercial Debts (Interest) Act 1998 together with any regulations thereunder.
- 4.6 You shall pay all amounts due under your Order in full without any deduction or withholding except as required by law and the you shall not be entitled to assert any credit, set-off or counterclaim against Yara in order to justify withholding payment of any such amount in whole or in part. Yara may (at any time, without limiting any other rights or remedies it may have) set-off any amount owing to it by you against any amount payable by Yara to you.
- 4.7 Yara may have an insured credit limit for you. If, at any time, the total outstanding amount due by you to Yara is in excess of the credit limit in place at that time, or the credit limit is reduced or withdrawn by Yara's credit insurer, Yara reserves the right to limit or stop delivery of the Services to you until such time as the credit limit is returned or increased by Yara's insurer, or the total outstanding amount due by you is less than the credit limit.
- 4.8 If, in the opinion of Yara, your financial standing becomes unsatisfactory, Yara may, without prejudice to its other rights and remedies, cancel or suspend any Order prior to delivery of the Services. Yara shall also be entitled to require immediate payment for all Services delivered.
- 4.9 Except as expressly set out in these Analytical Services Terms, you shall not have any rights in Yara's intellectual property and all intellectual property rights including in any materials provided by Yara to you in relation to any Analytical Services or the Services belong to Yara or its licensors. All such rights are reserved.

5. ANALYTICAL SERVICES

- 5.1 Samples should be sent directly to Yara at its laboratory (Yara Analytical Services, Wellington Road, The Industrial Estate, Pocklington, York, YO42 1DN) (the **Laboratory**).
- 5.2 Yara may subcontract or delegate any or all part of its obligations under these Analytical Services Terms to another company within the Yara group of companies or any third party organization. You may not subcontract or deal in any other manner with any of your rights or obligations under these Analytical Services Terms without our express prior written consent.

- 5.3 You shall ensure that any Sample sent for analysis is representative of the area requiring analysis and that Samples are obtained in accordance with established sampling techniques. A leaflet containing instructions on how to take Samples is available from Yara on request.
- 5.4 Samples should be transported in secure and clearly labelled sample packaging suitable for transporting by post or carrier. You shall abide by all applicable regulations when shipping samples to Yara or its designated subcontractor.
- 5.5 Sample packaging should be proportional to the size of the contained Sample.
- 5.6 When an Order is raised, you will be issued with a unique Sample identification number. You will ensure that such identification number is clearly marked on the Sample.
- 5.7 You shall be responsible for providing an adequate Sample for testing. Information on Sample sizes is available from Yara.
- 5.8 You shall provide Yara with such information as Yara may reasonably be expected to require concerning the Samples supplied by you and/or the persons from whom the Samples were taken to enable Yara to conduct the Tests and to report thereon. Yara will accept no responsibility for any error or defect in a Test or the report thereon consequent upon any inaccuracies in or omissions from such information supplied by you, nor for any consequences of such errors or defects.
- 5.9 Yara reserves the right to refuse to accept any Sample(s) for analysis and will notify you of any such decision.
- 5.10 Yara will advise you of any Samples that are received in damaged, contaminated or improperly preserved condition or which do not meet the Sample volume requirements.
- 5.11 Yara assumes the risk of loss or damage to a Sample at the time the Sample is delivered to Yara at its Laboratory or other location as set out in the Order.
- 5.12 Both Yara and its designated subcontractors reserve the right to refuse to accept or to rescind acceptance of any Sample which, in the judgment of Yara or its designated subcontractors, and at Yara or its subcontractors' sole discretion, is likely to pose any unreasonable risk in handling and/or analysis. You represent and warrant that any Sample containing any hazardous substance which is to be delivered to Yara will be packaged, labelled, transported, and delivered in accordance with applicable laws. Yara will hold you responsible for any injury or illness that results from the handling of materials that are not clearly labelled as being of a hazardous nature. You shall bear associated costs including, but not limited to: identification of Sample content; and damage incurred by Yara or its designated subcontractor as a result of improper packaging, labelling or omission of documents, return or disposal of Samples.
- 5.13 After the Test results are reported, Yara will retain Samples for fourteen (14) days, after which the Samples will be destroyed. Samples can be returned to you upon request at your own cost.
- 5.14 Results of Tests are routinely reported by email but can be confirmed by other means of communication, if required.
- 5.15 Samples are generally analysed on a "first come, first served" basis. Yara or its designated sub-contractor will aim to complete most of the analyses within three (3) days from receipt of the Sample, although, this may be affected by other factors including instrument availability, type of analyses requested, etc. Requests for urgent analysis will be considered and may be subject to a surcharge. This will be discussed with you prior to commencement of the analysis. While every effort is made to achieve the turn-around times for the conduct of Tests, no warranty or guarantee is given that such turn-around times will be achieved in any particular instance, and all delivery timings that Yara may provide to you in relation to the conduct of Tests are estimates and not commitments.
- 5.16 While every care is taken to ensure that the results from analysis are as accurate as possible, it is important to note that the analysis relates to the Sample received by Yara at its Laboratory, and is representative only of that Sample. No warranty is given by Yara that the results from analysis relate to any part of a field or growing area not covered by the Sample received and accordingly Yara's liability in connection with such analysis is hereby excluded.

- 5.17 You shall notify Yara in writing if any Services to be performed are in support of pending or contemplated litigation and shall further advise Yara of the parties involved in such litigation prior to Yara commencing the requested Services. In the event that employees or contractors of Yara are subpoenaed to testify before any tribunal, panel, official, or judicial officer by you or by another litigant in connection with the Services, you shall be responsible for paying all the associated costs of Yara.
- 5.18 Yara will perform the Services in a manner that is consistent with its laboratory quality assurance standard operating procedures.
- 5.19 It shall be your exclusive responsibility to confirm that Yara's standard practices will meet your needs prior to placing the Order. Any advice provided by Yara or its representatives are given to the best of their knowledge, and shall not relieve you from undertaking your own investigations, nor will any such liability subject Yara to any liability.
- 5.20 If you are in breach of this Section 5, you shall indemnify Yara against all and any loss, damage, costs, expenses or other claims that are incurred as a result of such breach.

6. DATA COLLECTION AND USE

- 6.1 By submitting an Order for the supply and delivery of the Services, you acknowledge Yara's right to collect and use data generated from the Services and any Personal Data (together, **Data**) in accordance with this Section 6, and our Digital Farming Privacy Policy.
- 6.2 You acknowledge, and by submitting an Order consent to, the processing and disclosure by Yara of personal or financial data relating to you relevant to any credit which may from time to time be afforded by Yara to credit reference agencies, banks and credit insurers, and that such organisations may process the data provided, or relevant to any other matter which Yara considers reasonable including, without limitation, any commercial relationship which Yara has with any third party.
- 6.3 If you are a consultant [or other Non-Yara Supplier]:
- (a) you represent and warrant that you are authorized to process the Data that you provide to Yara, including third parties' names, relevant addresses, field info, email addresses and any other Personal Data, and to make such Data available to Yara for its use as set out in these Analytical Services Terms and our Digital Farming Privacy Policy, including through: appropriate notice; consent; and by referring individuals, such as your end customers, to our privacy policies (notwithstanding Yara's ability and right, to which you agree, to request consent and to provide further notices separately to such individuals); and
 - (b) you shall process all Personal Data provided to Yara under these Analytical Services Terms in accordance with your obligations under applicable data protection legislation.
- 6.4 To the extent that Yara acts as a processor to you as a controller in relation to Personal Data originating from the European Economic Area, the terms of the [Yara Data Processor Agreement](#) apply between you and Yara.
- 6.5 You shall immediately notify Yara in writing and in any event within two (2) days of: (i) becoming aware of any actual or suspected accidental or unauthorized accessed, disclosure, loss or use of Data; or (ii) in the event of any claim or complaint from any data subject regarding Data. Such notification shall include reasonable details of any such actual or suspected accidental or unauthorized access, disclosure loss or use of Data.
- 6.6 For the purposes of these Analytical Services Terms, **Personal Data** means information that allows us to identify an individual.
- 6.7 Yara may use your contact information to send out marketing within the customer relationship about products and services similar to the ones that the customer relationship is based on. If you do not want to receive marketing within your existing customer relationship, please let us know by sending an email to unsubscribe.ypl@yara.com.

7. LIMITATION OF LIABILITY

- 7.1 Nothing in these Analytical Services Terms excludes or limits either party's liability for death or personal injury arising from negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.
- 7.2 Yara shall have no liability to you for any loss, damage, costs, expenses or other claims arising from any Information or instructions that you have provided to Yara which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or arising from their late arrival or non-arrival or any other fault of you, your servants, agents or subcontractors.
- 7.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, YARA SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF SALES, LOSS OF CONTRACT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA OR INFORMATION, LOSS OF BUSINESS OPPORTUNITY, GOODWILL AND/OR REPUTATION, LOSS OF USE, LOSS OF ANTICIPATED SAVINGS OR ANY OTHER DAMAGES, NOR FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES, IN EITHER CASE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROVISION OR USE AND/OR INABILITY TO USE THE ANALYTICAL SERVICES SOLUTION OR BY WAY OF INDEMNITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN THE EVENT THAT YARA AND/OR ANY AFFILIATED ENTITY IS LIABLE FOR YOUR LOSSES UNDER MANDATORY LAW, THE MAXIMUM AGGREGATE LIABILITY OF YARA AND/OR ITS AFFILIATES UNDER THESE ANALYTICAL SERVICES TERMS, WHETHER BY WAY OF INDEMNITY OR OTHERWISE, SHALL BE LIMITED TO THE GREATER OF (A) THE FEES PAID BY YOU IN RELATION TO THE ANALYTICAL SERVICES SOLUTION DURING THE ANNUAL SUBSCRIPTION PERIOD DURING WHICH SUCH CLAIM OR CLAIMS ARISE, OR (B) €5,000.

8. WARRANTIES

- 8.1 Yara warrants that the Services will only be performed by Yara or its designated subcontractor and will be provided by suitably qualified and experienced personnel using reasonable care and skill and, as far as reasonably possible, in accordance with the Order and at the intervals and within the times referred to in the Order (the **Warranty**).
- 8.2 Yara shall be under no liability under this Warranty:
- (a) in respect of any failure by you to follow Yara's instructions; or
 - (b) if you have not paid the Fees by the Due Date.
- 8.3 Where a valid claim is made under this Warranty, Yara may in its absolute discretion refund the Fees for the Services supplied, in which case Yara shall have no further liability to you.
- 8.4 Except as expressly stated, Yara disclaims all conditions, warranties, representations or other terms which may apply to the Analytical Services Solution (including with respect to Services and third party materials), whether express or implied, to the fullest extent permissible under applicable law, including any implied warranties or conditions of satisfactory quality, fitness for a particular purpose, non-infringement and title.
- 8.5 Because of the multitude of crops, grown in different production systems, on various soils, and under countless climatic conditions, Yara disclaims all warranties, express or implied, as to the accuracy of Test results or any other information and recommendations provided as part of your use of Analytical Services, and takes no liability for management decisions based on this information. When using Analytical Services and related material, you accept that you will take full responsibility for all agronomic decisions, results and yields.
- 8.6 All exclusions or limitations of liability, and any disclaimers of any kind, (including in this Section and elsewhere in these Analytical Services Terms) are made on behalf of Yara and its affiliates and their respective shareholders, directors, officers, employees, affiliates, agents, representatives, licensors, suppliers and service providers.

9. TERM AND TERMINATION

- 9.1 These Analytical Services Terms shall commence either when you sign the Order or when you first use the Analytical Services Solution. Subject to your payment of any Fees, the rights granted by Yara under these

Analytical Services Terms will continue for the length of time that you have agreed with Yara in relation to Analytical Services.

9.2 Yara may terminate these Analytical Services Terms at any time and without any further obligation to you by notice in writing if you:

- (a) are in material or persistent breach of any of these Analytical Services Terms or fail to remedy any breach capable of remedy within fourteen (14) days of receipt of written notice from Yara;
- (b) in the event of non-payment of Fees within by the relevant Due Date;
- (c) become insolvent or an order is made or a resolution is passed for your winding up (other than for the purpose of a solvent amalgamation or reconstruction); or
- (d) if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of your assets.

10. INDEMNITY

10.1 Except to the extent prohibited under applicable law, you shall indemnify Yara against all costs, expenses and liabilities awarded against or incurred by Yara in connection with or paid or agreed to be paid by Yara in settlement of any claim arising out of:

- (a) our use of, or activities in connection with, Analytical Services;
- (b) infringement of any industrial or intellectual property rights arising from your use of the Service; or
- (c) any violation or alleged violation of these Analytical Services Terms by you.

11. CODE OF CONDUCT

11.1 You shall apply standards of business which are consistent with Yara's Code of Conduct, details of which can be found at <https://www.yara.com/this-is-yara/ethics-and-compliance/policies/code-of-conduct-for-business-partners/> or a copy of which is available upon request from Yara.

11.2 Non-compliance by you with the terms of the Code of Conduct shall entitle Yara to terminate these Analytical Services Terms with immediate effect and without any liability whatsoever to you.

12. PUBLICITY

12.1 In connection with your use of Analytical Services:

- (a) you may state publicly that you are a Yara customer and display Yara's trademarks, logos, domain names and any other distinctive brand features (**Brand Features**); and
- (b) Yara may verbally state that you are a Yara customer and include your name or Brand Features in a list of Yara customers in Yara's online or offline promotional materials.

12.2 Neither party requires approval for repeating a public statement that is substantially similar to a previously allowed public statement.

12.3 A party may revoke the other party's right to use its Brand Features under this Section by giving written notice to the other party and allowing a reasonable period of time to stop the use.

13. INFORMATION OR COMPLAINTS

13.1 If you:

- (a) have a question or complaint regarding Analytical Services;
- (b) are required to give us notice in writing in accordance with any condition in these Analytical Services Terms; or

- (c) wish to contact us in writing for any other reason,

please send an e-mail to ypl.laboratory@yara.com. A notice to be given by either party to the other under these Analytical Services Terms shall be in writing addressed to that other party at its registered office or principal place of business. Yara will respond to all complaints or claims within reasonable time, and will, in any event, confirm receipt of your message by contacting you in writing, normally by e-mail. Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us.

- 13.2 If you believe in good faith that materials available as part of Analytical Services infringe your copyright, you may write to us by mail or e-mail and request that we remove such material or block access to it. Please be precise about the identity and location of the allegedly infringing materials. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, you may send us a written counter-notice.

14. ASSIGNMENT

- 14.1 Yara may transfer all or any part of its rights and obligations under these Analytical Services Terms, and/or its contract with you, to another company within the Yara group of companies or any third party organization. You may not transfer your rights or obligations under these Analytical Services Terms to another person or legal entity without our express prior written consent.

15. FORCE MAJEURE

- 15.1 Neither party shall be liable for any delay or defect due to any act of God, war, strike, lock-out, industrial action, fire, flood, draught, tempest or any other event beyond the reasonable control of either party, including if any failure is caused due to internet unavailability, lack of mobile data access, or security or other measures impeding access to Digital Content.
- 15.2 If any obligation under these Analytical Services Terms cannot be performed for a continuing period of three (3) months as a result of one or more of the events described in Section 13.1 then either party may terminate these Analytical Services Terms by notice in writing to the other at the end of this period.

16. OTHER IMPORTANT TERMS

- 16.1 You will at all times keep confidential all information acquired in consequence of or pursuant to these Analytical Services Terms save as may be required by law or where such information is in the public domain other than due to your disclosure of such confidential information. Yara will owe you no duty of confidentiality in respect of the use of anonymised Test results for research purposes, or to information which:
- (a) was in Yara's possession prior to disclosure by you;
 - (b) is now or hereafter comes into the public domain other than by disclosure by Yara;
 - (c) was lawfully received by Yara from a third party acting in good faith having a right of further disclosure; or
 - (d) is required by law to be disclosed by Yara.
- 16.2 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 16.3 If we fail to insist that you perform any of your obligations under these Analytical Services Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 16.4 Each of the conditions of these Analytical Services Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

16.5 These Analytical Services Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Analytical Services Terms are governed by English law. You and Yara irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Analytical Services Terms or its subject matter or formation, save that Yara (or any applicable Yara affiliate) shall have the right, as claimant, to initiate proceedings against you in any other court of competent jurisdiction in relation to the non-payment of Fees or other amounts due, the protection of Yara's intellectual property or other rights, or any breach by you of these Analytical Services Terms.