

GENERAL TERMS AND CONDITIONS OF SALE OF COMPASS MINERALS UK LIMITED

Last updated in July 2023

These Conditions are the terms and conditions on which Compass Minerals supplies the Goods and/or Services to the Customer.

1. DEFINITIONS

- 1.1 **'Business Day'** means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- 1.2 **"Charges"** means the charges payable by the Customer to Compass Minerals for the Goods and/or Services.
- 1.3 **'Compass Minerals'** means Compass Minerals UK Limited (company number 02654529).
- 1.4 **'Conditions'** means these terms and conditions.
- 1.5 **'Contract'** means the contract for the supply of the Goods and/or Services by Compass Minerals to the Customer, which is formed in accordance with Condition 2.2.
- 1.6 **'Customer'** means the firm, company or organisation that places an Order with Compass Minerals.
- 1.7 **'Customer Data'** has the meaning set out in Condition 5.1d).
- 1.8 **'Delivery Date'** means the delivery date set out in the Order (or any other delivery date agreed by the parties).
- 1.9 **'Delivery Location'** means the delivery location set out in the Order (or other delivery location agreed by the parties).
- 1.10 **'Force Majeure Event'** has the meaning set out in Condition 16.
- 1.11 **'Goods'** means the goods and materials which are to be supplied by Compass Minerals to the Customer under the Contract, as more particularly described in the Order.
- 1.12 **'Insolvency Event'** means
 - a) the Customer compulsorily or voluntarily enters into liquidation (other than for the purposes of a solvent amalgamation or reconstruction), or a petition or notice is filed, or a resolution is passed, or an order is made by any competent court, for or in connection with the winding up or dissolution of the Customer; or
 - b) a liquidator, receiver, manager or administrator is appointed over the Customer or its undertaking or any part thereof, or a resolution is passed or a petition presented to any competent court for the granting of an administration order in respect of the Customer; or
 - c) formal demand is served on the Customer by the holder of a qualifying floating charge for repayment of monies owed by the Customer; or
 - d) the Customer stops or suspends (or threatens to stop or suspend) payment of its debts or is (or is deemed to be) unable to or admits inability to pay its debts as they fall due (within the meaning of section 123 of the Insolvency Act 1986), or the Customer ceases to trade or threatens to cease to carry on the whole or a substantial part of its business; or
 - e) the Customer obtains or takes steps to obtain a moratorium under Part A1 of the Insolvency Act 1986; or
 - f) the Customer commences negotiations for, or enters into, any composition, compromise or other arrangement to reschedule or restructure its indebtedness with or for the benefit of its creditors (other than for the purposes of a solvent amalgamation or reconstruction); or
 - g) any steps or action are taken in preparation for any of the aforementioned events; or
 - h) any event occurs or proceeding is taken with respect to it in any jurisdiction (including in the UK) to which it is subject that has an effect equivalent or similar to any of the aforementioned events.

1.13 **'Order'** means the Customer's order for the Goods and/or Services issued by the Customer to Compass Minerals on the Customer's official purchase order form (or in another form acceptable to Compass Minerals), which is accepted by Compass Minerals in accordance with Condition 2.2.

1.14 **'Services'** means the services to be provided by Compass Minerals to the Customer under the Contract, as more particularly described in the Order.

2. FORMATION OF CONTRACT AND ORDERS

2.1 These Conditions shall govern and be incorporated into every Contract, and shall prevail over any terms or conditions (whether or not inconsistent with these Conditions) contained or referred to in any correspondence, Order or other documentation submitted by the Customer or implied by trade, custom, practice or course of dealing.

2.2 Each Order constitutes an offer by the Customer to purchase the Goods and/or Services set out in the Order. Each Order shall be subject to acceptance by Compass Minerals. Compass Minerals' acceptance of an Order shall be effective only where (i) Compass Minerals issues written acceptance of the Order which has been signed by an authorised representative of Compass Minerals; or (ii) where Compass Minerals commences any act which is consistent with fulfilling the Order (whichever is the earlier), at which point the Contract shall be formed incorporating the Order and these Conditions.

2.3 If Compass Minerals is unable to satisfy an Order (in whole or in part) for any reason (including due to a Force Majeure Event or limited supply of Goods), including after it has accepted the Order in accordance with Condition 2.2, it will notify the Customer in writing as soon as practicable, and Compass Minerals may, in its sole discretion, either (a) remove the affected Goods and/or Services from the Order and the Charges payable by the Customer shall be amended accordingly, (b) amend any delivery date or performance date for the Goods and/or Services, or (c) cancel the Order. If the Customer has already paid for any Goods and/or Services which have been removed from the Order or (if the Order has been cancelled) the cancelled Order, Compass Minerals will issue a refund to the Customer for the full amount paid. Except as set out in this Condition 2.3, Compass Minerals shall have no liability to the Customer in respect of any amendment or cancellation of an Order.

2.4 The Customer may not cancel or make any amendments to an Order once it has been accepted by Compass Minerals in accordance with Condition 2.2, unless expressly agreed by Compass Minerals.

3. QUOTATIONS

Any quotation issued by Compass Minerals does not constitute an offer, and Compass Minerals reserves the right to withdraw or revise any quotation at any time prior to accepting an Order to which the quotation relates.

4. SPECIFICATIONS AND ADVICE

4.1 All drawings, photographs, illustrations, descriptive matter or advertising (including any specifications, dimensions, weights and other technical information and particulars) relating to the Goods and/or Services, and any samples provided by Compass Minerals, are produced for the sole purpose of giving an approximate idea of the Goods and/or Services. They are not to be treated as binding or as forming part of the Contract.

4.2 All recommendations, instructions and advice (whether written or oral) given by or on behalf of Compass Minerals to the Customer in the provision of the Goods and/or Services (including with regards to health and safety, any methods of storing, using or applying the Goods, the purposes for which the Goods may be used and the suitability of using the Goods in any manufacturing process or in connection with any other materials) are given without liability on the part of Compass Minerals.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

- a) cooperate with Compass Minerals in all matters relating to the Contract;
- b) be responsible for compliance with all relevant laws and regulations and for obtaining and maintaining (at its own expense) any necessary import or export

licences, customs clearance, exchange control consents or other authorisations and permits whatsoever;

- c) where the Services are to be provided at the Customer's premises, provide Compass Minerals, its employees, agents, consultants and subcontractors, in a timely manner at no charge, with access to the Customer's premises and facilities as reasonably required by Compass Minerals for the purpose of providing the Services, and inform Compass Minerals of all health and safety and security requirements that apply at such premises and facilities;
- d) provide to Compass Minerals in a timely manner all data, information (including technical information and specifications), documentation and materials which are required by Compass Minerals to provide the Goods and/or Services ("**Customer Data**"), and the Customer shall ensure that all Customer Data is accurate, complete and up-to-date in all respects.

5.2 If Compass Minerals' performance of any of its obligations under the Contract (each a "**Relevant Obligation**") is prevented or delayed by any act or omission of the Customer or any failure by the Customer to perform any of its obligations under the Contract (a "**Customer Default**"), then, without prejudice to any other rights and remedies of Compass Minerals:

- a) Compass Minerals may suspend the performance of the Contract (including the delivery of any Goods and the performance of any Services) until the Customer has remedied the Customer Default;
- b) Compass Minerals shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Compass Minerals' failure or delay to perform the Relevant Obligations; and
- c) the Customer shall reimburse Compass Minerals on demand for any costs or losses sustained or incurred by Compass Minerals arising directly or indirectly from the Customer Default.

6. SUPPLY OF SERVICES

6.1 Compass Minerals shall provide the Services in accordance with the Contract.

6.2 Compass Minerals shall:

- a) provide the Services using reasonable care and skill;
- b) obtain and maintain all necessary licences and consents and comply with all applicable laws as required to enable Compass Minerals to provide the Services; and
- c) ensure that its personnel providing any Services at the Customer's premises comply with all health and safety and security requirements that apply at such premises and which have been notified by the Customer to Compass Minerals under Condition 5.1c).

6.3 Any performance date for performance of the Services set out in the Order or agreed by the parties shall not be of the essence of the Contract. For the avoidance of doubt, Compass Minerals shall not be in breach of the Contract to the extent that it fails to perform any Services by any such performance date.

7. DELIVERIES

7.1 Unless otherwise agreed by Compass Minerals, Compass Minerals shall deliver the Goods to the Delivery Location. Delivery of the Goods shall be deemed complete when Compass Minerals has delivered the Goods to the Delivery Location and the Goods are ready for unloading. The Customer shall be responsible for unloading the Goods.

7.2 Although Compass Minerals will use all reasonable efforts to meet the Delivery Date for delivery of the Goods, the time for delivery of the Goods shall not be of the essence of the Contract. For the avoidance of doubt, Compass Minerals shall not be in breach of the Contract to the extent that it fails to deliver any Goods by the Delivery Date.

7.3 Compass Minerals reserves the right to refuse to deliver any Goods if in its absolute discretion it determines that the facilities for discharging, unloading or storing the Goods at the Delivery Location are unsafe or unsuitable, in which case the Customer shall be

responsible for the costs, charges and expenses directly incurred by Compass Minerals as a result of the aborted delivery (including all transit, storage and waiting time costs).

- 7.4 If the Customer refuses or fails to take delivery of the Goods on the Delivery Date, or otherwise prevents, hinders or delays Compass Minerals' carrier from delivering the Goods or leaving the Delivery Location, Compass Minerals shall be entitled, at its discretion, to charge the Customer a holding fee equivalent to all costs directly incurred by Compass Minerals and/or Compass Minerals' carrier as a result of such failure (including all transit, storage and waiting time costs), and delivery of the Goods shall be deemed to have completed at 9.00am on the Delivery Date and the Customer shall be liable to pay the Charges for the Goods in accordance with these Conditions.
- 7.5 Compass Minerals reserves the right to deliver the Goods in instalments at its discretion. Each instalment will be invoiced separately and treated as a separate contract and be payable by the Customer accordingly. If the Customer fails to pay for an instalment by the due date for payment, Compass Minerals shall have the right (without prejudice to any other rights it may have) to suspend deliveries of further instalments.
- 7.6 If Compass Minerals delivers up to 10% more or less than the quantity of Goods ordered, the Customer shall not be entitled to reject delivery of the Goods, but a pro rata adjustment shall be made to the invoice for the Goods.
- 7.7 Compass Minerals shall not be liable for:
- a) any non-delivery of the Goods unless the Customer notifies Compass Minerals in writing within 5 Business Days of the date of Compass Minerals' invoice;
 - b) any shortages of more than 10% of the quantity of Goods ordered, unless the Customer notifies Compass Minerals in writing within 48 hours of receipt of the Goods; and
 - c) any damage to or loss of all or part of the Goods in transit (where Compass Minerals is responsible for delivering the Goods to the Customer) unless the Customer notifies Compass Minerals in writing within 48 hours of receipt of the Goods or the Delivery Date, whichever is earlier.
- 7.8 Subject to Conditions 7.4 and 7.7, if Compass Minerals fails to deliver the Goods, its liability shall be limited to a refund of any sums paid in advance by the Customer for the Goods not received.

8. RISK

Except as otherwise provided in these Conditions, the risk of loss or damage to the Goods shall pass to the Customer on delivery of the Goods in accordance with Condition 7.1.

9. CHARGES

- 9.1 The Charges for the Goods and/or Services shall be as stated in Compass Minerals' quotation for the Goods and/or Services or (if no quotation has been issued by Compass Minerals) Compass Minerals' then current price list for the Goods and/or Services.
- 9.2 Compass Minerals may increase the Charges for the Goods and/or Services at any time prior to delivery or performance to reflect any increase in the cost of the Goods and/or Services that it due to: (a) any factor beyond Compass Minerals' control (including increases in taxes and duties and increases in labour, materials and other manufacturing costs); (b) any request by the Customer to change the Delivery Date, any performance date for the Services, or the quantities or types of Goods and/or Services ordered; or (c) any delay caused by any instructions of the Customer or failure by the Customer to provide adequate or accurate Customer Data.
- 9.3 Unless otherwise agreed by Compass Minerals, the costs of delivery of the Goods will be included in the Charges, provided always that the Delivery Location is within mainland UK.
- 9.4 The Charges are exclusive of any Value Added Tax, customs duties and all other taxes, duties and expenses payable in respect of the Goods and/or Services, unless otherwise agreed by Compass Minerals.

10. PAYMENT

- 10.1 Unless otherwise set out in the Order or specified or agreed by Compass Minerals, Compass Minerals shall invoice the Customer for the Charges on or at any time after completion of delivery in accordance with Condition 7.1 or completion of performance of the Services (as applicable).
- 10.2 Unless otherwise agreed by Compass Minerals, the Customer shall pay each invoice submitted by Compass Minerals in pounds sterling on or before the 20th day of the month following the date of Compass Minerals' invoice.
- 10.3 If the Customer fails to make any payment due to Compass Minerals under the Contract by the due date for payment, then, Compass Minerals may (without prejudice to its other rights and remedies):
- a) suspend the supply of the Goods and/or Services until such sum is paid;
 - b) charge the Customer interest at an annual rate of 4% above the base rate of Barclays Bank Plc from time to time. Interest under this Condition will accrue each day on the balance outstanding from the due date until Compass Minerals receives payment in full from the Customer; and/or
 - c) recover from the Customer any fees incurred by Compass Minerals (including debt recovery agency fees, legal fees and court costs) in recovering the overdue amount.
- 10.4 The Customer shall not be entitled to set off or withhold, or deduct from, any payments due to Compass Minerals under the Contract.

11. TITLE

- 11.1 Title to the Goods shall not pass to the Customer until the earlier of: (a) receipt of full payment, in cleared funds, for the Goods (and any other goods that Compass Minerals has supplied to the Customer in respect of which payment has become due), in which case title shall pass at the time of payment of all such sums; (b) use or sale of the Goods by the Customer, in which case title shall pass at the time specified in Condition 11.3; or (c) the date notified to the Customer by Compass Minerals in writing.
- 11.2 Until title to the Goods has passed to the Customer, the Customer shall: (a) ensure that the Goods are stored separately from any goods which belong to the Customer or any third party and shall clearly mark and identify the Goods as being the property of Compass Minerals; (b) ensure that the Goods are stored appropriately and kept in good condition; (c) insure the Goods for an amount equal to at least their list price; (d) not encumber, charge or grant security over the Goods; (e) notify Compass Minerals immediately if the Customer becomes subject to an Insolvency Event; and (f) provide such information relating to the Goods and the ongoing financial position of the Customer as Compass Minerals may reasonably require from time to time.
- 11.3 Subject to Condition 11.4, the Customer may use or sell the Goods in the ordinary course of its business before Compass Minerals receives payment for the Goods, however, if the Customer does so: (a) the Customer shall act as principal and not as Compass Minerals' agent; and (b) title to the relevant Goods shall pass from Compass Minerals to the Customer immediately before the relevant use or sale.
- 11.4 At any time prior to title to the Goods passing to the Customer, Compass Minerals shall have the right (without prejudice to any other rights and remedies) to: (a) terminate the Customer's right under Condition 11.3 to use or resell the Goods in the ordinary course of its business; and (b) require the Customer to deliver up all Goods in its possession that have not been resold or incorporated into or mixed with another product and, if the Customer fails to do so promptly, Compass Minerals may enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

12. WARRANTIES, REMEDIES AND INDEMNITIES

- 12.1 Compass Minerals warrants that, on delivery, the Goods will be free from material defects in design, material and workmanship and be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) ("**Goods Warranty**"). In the event of any breach of the Goods Warranty (as reasonably determined by Compass Minerals upon inspection of the defective Goods), Compass Minerals shall, at its sole option, either (a) issue a

refund of the Charges for the defective Goods, or (b) issue a replacement for the defective Goods at no additional cost to the Customer, provided that:

- a) the Customer makes a full inspection of the Goods immediately upon delivery;
- b) the Customer notifies Compass Minerals within 48 hours of any defects which it discovers and does not make any further use of such defective Goods after giving such notice;
- c) the Customer has used the defective Goods in accordance with any instructions or recommendations of Compass Minerals;
- d) the defective Goods have not been altered by any party other than Compass Minerals;
- e) the defect has not arisen as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions;
- f) the defect has not arisen as a result of Compass Minerals following any design, specification or instructions provided by the Customer; and
- g) the defective Goods are either made available to Compass Minerals for inspection or returned to Compass Minerals (at Compass Minerals' cost), as Compass Minerals may request.

12.2 These Conditions shall apply to any replacement Goods provided under Condition 12.1.

12.3 Subject to Condition 12.4, if Compass Minerals (acting reasonably) agrees that any Services performed (including any outputs of the Services) are defective, Compass Minerals' liability shall be limited to re-performance of the defective Services.

12.4 Compass Minerals shall not be liable for any defective Services provided to the Customer to the extent that the defect arises as a result of any inaccuracy, error or omission in any Customer Data provided by the Customer. In such circumstances, Compass Minerals shall not be required to re-perform the defective Services and the Customer shall remain liable to pay the Charges for the defective Services in full in accordance with these Conditions (and shall not be entitled to any refund or deferred payment agreement). In the event that Compass Minerals agrees to re-perform the defective Services, the Customer shall reimburse Compass Minerals for any costs, charges and expenses directly incurred by Compass Minerals to correct such defective Services (as notified by Compass Minerals to the Customer).

12.5 The remedies set out in this Condition are the Customer's sole and exclusive remedies for any breach of Goods Warranty or any defective Services.

12.6 Compass Minerals makes no representations or warranties that the use of the Goods and/or Services will not infringe the rights (including intellectual property rights) of any third party.

12.7 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

12.8 The Customer shall indemnify Compass Minerals and keep Compass Minerals fully and effectively indemnified against any and all losses, claims, damages, costs, fines, charges, expenses, liabilities, demands, proceedings and actions suffered or incurred by, or brought or awarded against, Compass Minerals, or for which Compass Minerals may become liable, arising out of or in connection with any inaccuracy, error or omission in any Customer Data provided by the Customer.

13. LIABILITY

13.1 Subject to Condition 13.3, Compass Minerals shall not be liable to the Customer, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise for any: (a) loss of profits; (b) loss of anticipated savings; (c) loss of opportunity; (d) loss of or damage to goodwill; (e) loss of or corruption of data; or (f) any indirect, special or consequential losses or damages, in each case howsoever arising out of, or in connection with, the supply, non-supply or delay in supplying the Goods and/or Services or otherwise in connection with the Contract.

13.2 Subject to Conditions 13.1 and 13.3, the entire liability of Compass Minerals arising out of or in connection with the supply, non-supply or delay in supplying the Goods and/or Services, or otherwise in connection with the Contract, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, shall be limited to the sum of 125% of the Charges for the Goods or Services which have given rise to such claim.

13.3 Nothing in these Conditions shall operate to exclude or restrict Compass Minerals' liability:

- a) for death or personal injury resulting from negligence;
- b) for breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- c) for fraud or fraudulent misrepresentation; or
- d) under the Consumer Protection Act 1987 to a person who has suffered damage caused by a defective product or to a dependent or relative of such person.

14. PALLETS

14.1 Unless previously agreed in writing by Compass Minerals, pallets shall remain the property of Compass Minerals and when requested by Compass Minerals the Customer shall make the pallets available to Compass Minerals for collection in their original condition.

14.2 The Customer shall indemnify Compass Minerals on demand for the costs of replacing any pallets which are not returned when requested or which are returned other than in their original condition.

15. SUPPLIER REMEDIES AND TERMINATION

15.1 On or at any time after the occurrence of any of the events identified in Condition 15.2, or where Compass Minerals has reasonable cause to believe that any of the events identified in Condition 15.2 is likely to occur, Compass Minerals may:

- a) stop any Goods in transit;
- b) suspend further deliveries of Goods and/or suspend the provision of Services to the Customer; and/or
- c) terminate the Contract by giving written notice to that effect to the Customer.

15.2 The events referred to in Condition 15.1 are:

- a) where the Customer has committed a material breach of the Contract and such breach is irremediable or (if the breach is remediable) the Customer fails to remedy the breach within 14 days after being notified to do so by Compass Minerals;
- b) where the Customer fails to pay any amount due under the Contract by the due date for payment; or
- c) where the Customer suffers an Insolvency Event.

15.3 On termination of the Contract any indebtedness of the Customer to Compass Minerals shall become immediately due and payable and Compass Minerals is relieved of any further obligation to supply the Goods and/or provide the Services to the Customer pursuant to the Contract.

15.4 Termination or expiry of the Contract, howsoever arising, shall not affect any of the parties' rights and remedies that have accrued as at the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry. Upon termination or expiry of the Contract, any provision of the Contract that expressly or by implication is intended to come into or continue in force shall remain in full force and effect.

16. FORCE MAJEURE

16.1 Compass Minerals shall not be in breach of the Contract or otherwise liable to the Customer for any loss or damage caused to or suffered by the Customer as a direct or indirect result of any failure or delay in the performance of Compass Minerals' obligations that is due to any circumstances outside of Compass Minerals' control (a "**Force Majeure Event**"), including without limitation: (a) any flood, earthquake, storm or other adverse weather conditions or natural disaster; (b) war, threat of or preparation for war or armed

conflict; (c) terrorist attack, civil war, civil commotion or riots; (d) nuclear, chemical or biological contamination; (e) compliance with applicable laws or any change in law or any action or direction taken by a governmental body or other authority of competent jurisdiction; (f) the formation of a "salt cell" or any other governmental or quasi-governmental body which advises or directs Compass Minerals where to supply the Goods; (g) epidemic or pandemic; (h) fire or explosion; (i) collapse of building structures, failure of plant, machinery, computers or vehicles; (j) any labour dispute, including strike, industrial action and lockouts; (k) non-performance by suppliers or subcontractors; or (l) the interruption or failure of a transport network or utility service.

16.2 If Compass Minerals is affected by any such event, Compass Minerals shall notify the Customer as soon as reasonably practicable and the time for performance of Compass Minerals' obligations under the Contract shall be extended for the duration of such event.

17. WAIVER

The failure of Compass Minerals to insist upon the strict performance of any of these Conditions shall not be construed as a waiver of any such provision and shall in no way affect Compass Minerals' right to enforce such provision at a later date.

18. SEVERABILITY

18.1 If any of these Conditions is found to be invalid, ineffective or unenforceable, such invalidity, ineffectiveness or unenforceability shall not affect the other Conditions which shall remain in full force and effect.

18.2 If any of these Conditions is so found to be invalid, ineffective or unenforceable but would cease to be invalid, ineffective or unenforceable if some part of the provision were amended or deleted, the provision in question shall apply with such modification or deletion as may be necessary to make it valid, effective and enforceable.

19. THIRD PARTIES

A person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This Condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

20. VARIATION

Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by Compass Minerals.

21. NOTICES

Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by email to the email address provided by that party for the purpose of receiving notices under or in connection with the Contract. Notices shall be deemed to have been delivered at 9am on the next Business Day after transmission (provided that no delivery failure notification is received by the sender).

22. ASSIGNMENT AND SUB-CONTRACTING

22.1 Compass Minerals may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

22.2 The Customer may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Compass Minerals.

23. CONFIDENTIALITY

23.1 In this Condition 23, "**Confidential Information**" means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") whether before, on or after the date of the Contract including, but not limited to, information relation to the Disclosing Party's business, operations, processes, plans, intentions, market opportunities, products, services, software, prices, customers, clients, suppliers, know-how, designs and trade secrets.

- 23.2 For the duration of the Contract and after termination or expiry of the Contract the Receiving Party:
- a) shall not use the Confidential Information of the Disclosing Party for any purpose other than the performance of its obligations and exercise of its rights under the Contract; and
 - b) shall not disclose such Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with Conditions 23.3 and 23.4.
- 23.3 For the duration of the Contract the Receiving Party may disclose Confidential Information of the Disclosing Party to any of its directors, other officers, employees, sub-contractors and customers (each a "**Recipient**") to the extent that the disclosure is necessary for the purposes of the Contract. Before disclosure of Confidential Information to a Recipient, the Receiving Party shall ensure that such Recipient is made aware of and complies with the Receiving Party's obligations of confidentiality under the Contract as if the Recipient was a party to the Contract.
- 23.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent necessary in order to comply with a legal obligation or an order or requirement of a court of competent jurisdiction or any governmental or regulatory authority or professional body.

24. INTERPRETATION

In these Conditions: (a) a reference to a "**party**" is a reference to either Compass Minerals or the Customer (as applicable) and shall include that party's representatives, successors and permitted assigns; (b) a reference to "writing" includes email; (c) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision; and (d) any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

25. GOVERNING LAW

The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any such dispute or claim.