

SIBELCO's General Terms and Conditions

– Technical Procurement & Services, Asia

1. Definitions

“**SIBELCO**” means the legal entity of the Sibelco group placing the Order.

“**Goods**” means the goods (including any instalment of the goods or any part or portion of them) described in the Order.

“**Order**” means SIBELCO's purchase order for Goods (and related Services (if any)), together with the Specification.

“**Seller**” means the entity accepting the Order.

“**Services**” means the services (if any) described in the Order.

“**Sibelco Group**” means a worldwide material solutions company with SCR-Sibelco NV as ultimate parent company and its subsidiaries.

“**Specification**” means the description / specifications of the Goods (and related Services (if any)) as set out in or attached to the Order.

“**Terms**” means these General Terms and Conditions of Purchase.

2. General

- 2.1 These General Terms and Conditions form part of the contract between the SIBELCO legal entity placing the order or making agreement (“SIBELCO”) and the contractor/supplier (the “Contractor”) for the sale and purchase of goods and the supply and acquisition of services. These General Terms and Conditions shall apply to the exclusion of any other terms on which any quotation has been given by the Contractor or subject to which an order is accepted or purported to be accepted by SIBELCO. In case of any inconsistencies between the terms of the order or the contract signed by both parties and these General Terms and Conditions, the terms of the order or the contract signed by both parties shall prevail.
- 2.2 No variation of these General Terms and Conditions shall be binding unless agreed in writing between SIBELCO and the Contractor.
- 2.3 Bids and proposals shall be submitted at no expense to SIBELCO and shall not form any obligations for SIBELCO.
- 2.4 The Contractor's bid shall comply with the requirements of SIBELCO. If the Contractor has a solution for SIBELCO's requirements that is more advantageous technically or economically, the Contractor shall additionally propose such solution to SIBELCO.
- 2.5 Unless otherwise stated in the order, the order shall lapse unless unconditionally accepted by the Contractor in writing within 7 days of its date.
- 2.6 Once accepted by the Contractor, the Order becomes binding upon the Contractor.
- 2.7 Contractor's conditions of supply or any modifications to these Terms shall not be effective except with SIBELCO's prior written consent. Once accepting an Order, Contractor hereby expressly agrees and consents that its own conditions of supply or sale do not apply to any Order. All sales and provision of services between Contractor and Sibelco shall be exclusively governed by the terms of the Order or the contract signed by both parties and these Terms.

3. Specifications

The quantity, quality and specifications of the goods and the services shall be as specified in the order or the contract signed by both parties.

4. Delivery

- a. The Contractor shall deliver the goods to, and perform the services at, the address specified in the order or the contract signed by both parties (“**Delivery Point**”) and on such delivery date(s) and hours as required by SIBELCO, in compliance with each order or the contract signed by both parties and in accordance with these General Terms and Conditions. Each delivery of the goods shall be accompanied by the required shipping documents. Early deliveries of goods or provision of services or part thereof requires SIBELCO's

prior written agreement.

- b. Subject to Article 4a, if SIBELCO and the Contractor have agreed to a delivery inclusive of assembly/service, the delivery of the goods shall be considered punctual after the assembly/service has been carried out as agreed to and the goods are formally accepted by SIBELCO.
- c. The Contractor shall promptly take all appropriate actions (including the provision of documents requested by SIBELCO) necessary for the execution of the order or the contract signed by both parties.
- d. If goods are to be delivered, or services are to be performed, in installment's, the order will be treated as a single contract and not severable.
- e. Time of delivery of goods and of provision of services is of the essence. As soon as the Contractor recognizes that it is unable to fulfill its contractual obligations in full or in part, or not within the timeframe given, it must immediately notify SIBELCO thereof in writing, stating the reason(s) and the likely duration of the delay. SIBELCO may at any time thereafter, without prejudice to its other remedies, elect to terminate all or part of the order or the contract signed by both parties.
- f. Without prejudice to Article 4e, if the Contractor fails to deliver the goods or perform the services in accordance with Article 4a, the Contractor shall pay liquidated damages to SIBELCO calculated at 0.5% of the price of the order or the contract signed by both parties for each day of delay.

5. Safety, Health and Environment

In performing the obligations hereunder, the Contractor shall comply, and shall ensure that its employees (and subcontractors and agents) comply, with all applicable safety, health and environmental regulations and any related measures specified by SIBELCO from time to time.

6. Quality Assurance

The Contractor shall establish and maintain effective quality assurance and, if requested, provide such evidence to SIBELCO. SIBELCO and its authorized representatives have the right to inspect the same.

7. Inspection and Acceptance

- a. SIBELCO and its authorized representatives have the right to inspect the premises of the Contractor where goods are being manufactured during usual business hours and on reasonable prior notice, to better assure SIBELCO of the quality of the goods to be supplied under the order. The Contractor and SIBELCO shall each bear its own costs as a result of such inspection.
- b. SIBELCO's inspection of any part of the goods, or failure to inspect, shall in no way affect Contractor's obligation to deliver the goods in accordance with all the terms of the order.
- c. Acceptance of all or part of the goods and services shall be documented in an acceptance certificate to be issued by SIBELCO (or in such other way as the parties agree in writing). Use or acceptance thereof, or payment therefor, or failure to notify the Contractor promptly, shall not waive or affect SIBELCO's rights hereunder.

8. Use of Subcontractors

Contractor may only use or exchange subcontractors with prior approval of SIBELCO. Notwithstanding any approval of SIBELCO, Contractor shall (i) ensure that subcontractors observe the requirements of these General Terms and Conditions; and (ii) remain liable to SIBELCO for any act or omission of the

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subcontractors.

9. Shipping, Packaging, Passing of Risk

- a. The order number has to be stated on all related correspondences (eg. on invoices, delivery order), to enable SIBELCO to arrange for receipt of the delivery and to timely make payment.
- b. In case of sea-freight: Order number should be indicated on Bill of Lading and original shipping documents should be sent directly to SIBELCO via express courier no later than the boarding date indicated on the Bill of Lading. Shipping documents includes invoice indicating order number, packing list, packing declaration, certificate of origin, Bill of Lading.
- c. In case of airfreight: Copies of shipping documents including copy of certificate of origin, Airway Bill, invoice indicating order number, packing list, relevant certificate should be faxed to SIBELCO before freight.
- d. Certificate of Quality and Quantity issued by the Contractor.
- e. Packing list and signed commercial invoice in 3 folds.
- f. For technical equipment, original product brochure/technical information should be provided to SIBELCO for clearance.
- g. Certificate of origin in 1-fold.
- h. Any additional fees incurred by SIBELCO due to the failure of the Contractor to submit the above-mentioned documents promptly to SIBELCO, shall be borne by the Contractor.
- i. The Contractor shall comply with all applicable regulations or other requirements concerning the packaging, packing and delivery of the goods and the provision of the services. Goods shall be properly packed and secured so as to avoid damage during transport. The Contractor shall be liable for any damage incurred due to improper packaging.
- j. The Contractor shall pick up, or cause to be picked up, any packaging or packing materials for the goods from the Delivery Point.
- k. The Contractor is to package, label and send hazardous goods according to the pertinent national and international regulations. A safety data sheet (at least in English) is to be handed over to SIBELCO.
- l. Risk of loss of or damage to the goods shall pass in accordance with the agreed delivery term (INCOTERMS® 2010), or in the case of delivery with installation or assembly at SIBELCO's site, after formal acceptance. Title shall pass upon delivery, unless payment for the goods is made prior to delivery, when title shall pass to SIBELCO once payment has been made and the goods have been appropriated to the order.

10. Origin of Goods

The Contractor shall produce a certificate of origin about the source of the goods upon SIBELCO's request.

11. Warranty and Rights of Rejection

11.1 The Contractor warrants that:

- (a) all goods, services and documents furnished by the Contractor hereunder shall be free of any liens, encumbrances, restrictions or charges of any third party and SIBELCO shall have good title in such goods, services and documents;
- (b) The quantity, quality and specifications of goods and/or services will conform to the order or the contract signed by both parties or as agreed by SIBELCO;
- (c) It shall comply with all applicable laws and regulations relating to the manufacture, packaging, packing, sale and delivery of the goods and the provision of the services;
- (d) The goods and services will be fit for the purposes for which they are intended as evidence in the order or the contract signed by both

parties and in any drawings and specifications therein;

- (e) The goods and services will be of good materials, design and workmanship, free from defects and will fulfill the conditions specified in the order or the contract signed by both parties and in any drawings and specifications therein;
- (f) The goods, their export, importation, use or resale; and the services, their performance or acceptance thereof; will not infringe the intellectual property rights of any third party;
- (g) The services will be performed by qualified and trained personnel with due care and diligence and to high standards of quality generally accepted in the industry; and
- (h) neither it nor its employees and agents has offered and will offer any gifts to the directors, officers or employees of SIBELCO in relation to the order or the contract signed by both parties.

11.2 The Contractor shall provide all permits, certificates and licenses that may be required for the performance of the order or the contract signed by both parties or the utilization of the goods and services delivered.

11.3 SIBELCO may reject any goods or services which are not in accordance with the order or the contract signed by both parties, and shall not be deemed to have accepted any goods or services until it has had a reasonable time to inspect them following delivery or performance or, if later, within 60 days of becoming aware of such defects. The Contractor shall promptly rectify defective goods and/or re-provide the services at its costs by such mode of cure and other requirements as reasonably requested by SIBELCO.

11.4 If the Contractor fails to fully remedy any defects within reasonable time, SIBELCO may rectify the defects (by itself or a third party) at the cost and liability of the Contractor or, alternatively SIBELCO may elect to cancel the order or the contract signed by both parties. Any rejected goods will be returned to the Contractor at Contractor's cost. Any remedies available to SIBELCO and any guarantees in favor of SIBELCO shall remain unaffected.

11.5 Claims under warranty shall be valid if made within 30 months subsequent to the passing of risk unless a longer expiration period is prescribed by the law. The warranty period for rectified goods or re-provided services shall be extended by a period equal to the time period between a complaint made in respect of a defect and the remedying of such defect.

12. Indemnities

The Contractor shall defend, indemnify and hold harmless SIBELCO against all liabilities, losses, expenses (including counsel fees) and costs ("Claims") arising from or in connection with (i) any injury to or death of persons, including employees of Contractor or of SIBELCO, (ii) loss or damage to property of third parties or SIBELCO, (iii) any third party claims for infringements of any patent, copyrights or other proprietary or intellectual property rights of third parties, resulting from the use or resale of the goods by SIBELCO, the use by SIBELCO of any documentation or information supplied by the Contractor and the use of the services by SIBELCO provided by the Contractor, and (iv) breach of any warranty given by the Contractor in relation to the goods or services.

13. Force Majeure

Any incident or circumstances beyond either party's control such as serious fire, flood, typhoon or earthquake shall relieve the affected party from its obligations hereunder to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party in writing, and the time for performance of that obligation shall be extended accordingly. If the event of Force Majeure last for a period of more than 1 month, SIBELCO is entitled to terminate the order or the contract signed by both parties without any liability whatsoever.

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14. Insurance

Without prejudice to Article 12, the Contractor shall obtain and maintain sufficient liability insurance at its expense for damage to property of and/or bodily injury to third parties and SIBELCO for which it or its servants or agents are responsible. Evidence of the amount of insurance coverage for each occurrence of damage is to be produced to SIBELCO upon request. The Contractor's contractual and legal liability remains unaffected by the extent and amount of its insurance coverage.

15. Invoicing, Payment

- a. The prices agreed to are net costs plus any indirect tax (such as value added tax, goods and service tax, business tax, sales tax). No increase in prices may be made without the prior written consent of SIBELCO. Invoices are to be issued for deliveries made and services provided in accordance with the relevant statutory requirements according to the national indirect tax legislation to which the deliveries/services being invoiced are subject.
- b. The invoice must include SIBELCO's full order number and, if applicable, the Contractor's delivery note number. Certificates of work completed and any other records are to be submitted with the invoice. Invoices must correspond to the information in the order in respect of the goods described, price, quantity, the order of the items and item numbers. Invoices are to be sent to the billing address specified by SIBELCO in the order.
- c. SIBELCO's payment term is 90 days from receipt of Seller's correct invoice end of month, unless SIBELCO specifies otherwise.
- d. SIBELCO is entitled to deduct from the amounts to be paid any withholding taxes. The remittance of such withholding taxes by SIBELCO to the respective authorities will relieve SIBELCO from such payment obligations. SIBELCO shall strictly adhere to the conditions and rates applicable under the law, regulations, practice or police of the relevant authorities, unless the Contractor provides SIBELCO, at the Contractor's expense with a legally binding ruling (e.g. "certificate of exemption") from the relevant authority granting SIBELCO the approval for a reduced withholding tax. The Contractor shall ensure its full cooperation so that SIBELCO has all necessary information and documentation which it needs to fulfill its withholding obligations.
- e. Any sum of money owed by the Contractor to SIBELCO can be deducted from any sum payable by SIBELCO to the Contractor under the order or the contract signed by both parties without prejudice to SIBELCO's other rights and remedies thereunder.

16. Assignment

- a. Subject to Article 8, Contractor may not assign, transfer or sub-contract the rights and responsibilities under the Contract to third parties without the prior written consent of SIBELCO.
- b. SIBELCO may assign, transfer or sub-contract the rights and responsibilities stipulated in the Contract to SIBELCO SE or any of its subsidiaries.

17. Termination

17.1 The order or the contract signed by both parties may be terminated without notice in case of the following:

- (a) Contractor is in default of any of its obligations hereunder and such default is not remedied within a reasonable period of time defined by SIBELCO after written complaint is received by Contractor;
- (b) if the Contractor becomes bankrupt, is unable to pay its debts as they fall due, is subject to any threatened or ongoing insolvency or liquidation proceedings, or ceases to carry on business; or
- (c) The purchase or use of the goods or the service is or will be either

entirely or partly impermissible due to legal or official regulations. If SIBELCO terminates the order or the contract signed by both parties for just cause and if additional existing contracts with the Contractor cannot be maintained for the same grounds for just cause, SIBELCO is also entitled to terminate other contracts existing at the time of termination and contracts which have not yet been fulfilled on a pro-rata basis. In such events, the Contractor is not entitled to any further claims for damages, reimbursement of expenses or remuneration.

- 17.2 In the event of contract termination, the Contractor must hand over any documents, records, plans or drawings acquired within the scope of the contract and/or for the purpose of fulfilling or due to the contract without further hesitation to SIBELCO.

18. Contractor's Removal Duty in the Event of Contract Termination

In the event of termination, the Contractor shall, at its expense, (i) promptly attend to dismantling and removing all its plants, tools and equipment; (ii) promptly remove and dispose of any waste or debris produced by the Contractor. If the Contractor does not fulfill its duties, SIBELCO may undertake the work itself or have it undertaken by a third party and charge the expenses incurred to the Contractor.

19. Documents, Confidentiality, Rights of Use

- a. Contractor shall submit to SIBELCO any plans, calculations or other documents in the quantity and at such time as agreed with SIBELCO.
- b. The review, or failure to review, of any documents by SIBELCO does not amount to an approval of the Contractor's obligations hereunder which at all times shall remain with the Contractor.
- c. Any specifications, models, samples, drawings, data, materials and other documents provided to the Contractor by SIBELCO ("**Principal Documentation**") remain the property of SIBELCO and must be returned to SIBELCO at its request at any point in time. The Contractor is barred from the right of retention to Principal Documentation. The Contractor must observe the proprietary rights of SIBELCO to Principal Documentation.
- d. The Contractor is obligated to keep confidential all technical, scientific, commercial and other information obtained either directly or indirectly within the scope of the order or the contract signed by both parties, in particular the information given in Principal Documentation ("**Confidential Information**"). The Contractor may not exploit Confidential Information for commercial purposes, make it the object of industrial property rights, pass it on or make it accessible to third parties in any way, or use it for any purpose other than fulfilling the order or the contract signed by both parties. This obligation shall be subject to disclosure requirements of a legal, judiciary or official nature. The aforementioned confidentiality obligation also applies after the completion or termination of the order or the contract signed by both parties.

This confidentiality requirement shall not include any Confidential Information that the Contractor lawfully possessed prior to SIBELCO's disclosure of such information, or is lawfully known to the public, or has been lawfully obtained from a third party.

The Contractor shall ensure that its employees, subcontractors and agents who are granted access to Confidential Information are obliged to adhere to the provisions of these General Terms and Conditions by means of appropriate contractual agreements. Upon request, the Contractor shall demonstrate compliance with these obligations to SIBELCO in writing.

The Contractor shall specifically undertake all required, appropriate precautions and measures to effectively protect the Confidential Information against loss or against unauthorized access. This includes in particular the creation and maintenance of appropriate,

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required access and entry precautions for facilities, repositories, IT systems, data storage devices and other information storage devices, especially those which contain Confidential Information. This also includes informing and instructing those people who are granted access to Confidential Information pursuant to this section. The Contractor is required to promptly notify SIBELCO in writing in the event that Confidential Information is lost and/or accessed by unauthorized parties. The Contractor hereby acknowledges that the Confidential Information is and will be, by its very nature, secret, proprietary and very valuable to SIBELCO, and that the unauthorized dissemination or use of Confidential Information would be very damaging to SIBELCO. Accordingly, the Contractor agrees that a remedy at law for any breach of the provisions of these General Terms and Conditions shall be inadequate and that SIBELCO shall be entitled to seek injunctive relief, specific performance and any other equitable relief and/or non-monetary nature.

The Contractor shall grant SIBELCO freely transferable rights of use barred from any restraints in space, content and time for all plans, drawings, graphics, calculations and other documents related to the order or the contract signed by both parties in all known media formats including electronic media, Internet and online media saved to all imaging, audio and data storage devices. This information may have either been prepared by the Contractor or by third parties ("Work Results"). SIBELCO has the right in particular to exploit, duplicate and distribute such Work Results wholly or in part as well as to modify them, revise them, or have the aforementioned activities carried out by third parties. SIBELCO also has the right to grant third parties the same complete rights to use such Work Results wholly or in part inclusive of any intermediate changes and revisions.

The Contractor shall grant SIBELCO the right of use for Work Results of the aforementioned scope including for types of use not known at the time of award.

In acquiring licenses and results from intellectual services, especially studies, specifications, user requirement- and functional design specifications, specific developments in and customization of software, SIBELCO has the absolute and irrevocable right to use all results of service at SIBELCO's premises, and any of its subsidiaries or affiliates.

20. Storage and Review of Documents

SIBELCO has the right to view and make copies or duplicate for its own purposes all documents in the Contractor's possession or control and which are in connection with the order or the contract signed by both parties during usual business hours for a period of 3 years starting from the date of acceptance or delivery.

21. Environmental, Labor and Social Standards

SIBELCO conducts its business in accordance with the principle of sustainable development and complies with internationally recognized environmental, labor and social standards. Equally, SIBELCO expects its suppliers to comply with comparable standards. Should SIBELCO discover that the Contractor (or its subcontractor(s)) is in breach of these standards (e.g. relating to child labor, forced and compulsory labor); SIBELCO reserves the right to terminate the order or the contract signed by both parties. In addition, SIBELCO requires the Contractor to urge its suppliers/subcontractors to introduce corresponding standards.

22. Publicity Ban, Applicable Law, Place of Jurisdiction

- a. The Contractor may only refer to the business relationship with SIBELCO with the prior written consent of SIBELCO.
- b. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded for any and all transactions between Sibelco and the Contractor.
- c. The order or the contract signed by both parties shall be governed by the laws of the country in which the SIBELCO legal entity placing the order or making agreement is located/incorporated.
- d. Any dispute shall be heard, at SIBELCO's exclusive option and discretion, at the court having jurisdiction over the Contractor's principal place of business or SIBELCO's principal place of business.