

GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER

Every purchase order placed by the company within Imerys Group whose registered place is China ("Buyer"), is fully bound by these general terms and conditions of purchase order ("these General Terms and Conditions"). Therefore, the sole fact of placing a purchase order implies full and unreserved acceptance by the seller under the purchase order ("Seller") of these General Terms and Conditions. No special conditions shall prevail over these General Terms and Conditions unless the Buyer expressly so agrees in writing. These General Terms and Conditions take precedence over all the terms and conditions of sale and all other documents particular to the Seller.

1. Products

- 1.1. The Seller will sell the products listed in the order (hereinafter referred to as the "Products") to the Buyer. The Buyer may purchase Products without further documents, project agreements or other documents.
- 1.2. Products must meet the quantities, specifications and/or provisions included or referenced in the order (hereinafter referred to as the "Specifications"). The Seller confirms that it shall provide Products according to the Specifications provided in the order through the conclusion of this order. Unless agreed mutually otherwise, the Buyer may modify Specifications from time to time by means of notifying the Seller, and the Seller must provide products meeting the modified Specifications within 30 days after receiving relevant notice. Where modifications to the Specifications affect the Seller's costs, or result in the Seller's incapability of delivering Products on time, the Seller must notify the Buyer immediately. Where the Buyer still requires the Seller to produce final products according to the modified Specifications under such circumstances, the parties shall make reasonable adjustments to the price or the schedule through consultation.

2. Supply and Inspection

- 2.1. The quantity and unit price of the supplied Products shall be subject to the order.
- 2.2. The delivery time and place of the Products shall be subject to the order, unless the parties reach an agreement through consultation in respect of modifications to the delivery time and place in the order.
- 2.3. The Seller shall provide the Buyer shipping documents, product weight, tare weight and test reports, etc. (hereinafter referred to as the "Documents") relevant to all of the products sent by the Seller to the Buyer.
- 2.4. The Buyer shall be entitled to check the Products for the compliance with the Specifications provided in the order after receiving the Products.
- 2.5. In the event that there is any discrepancy between the Products provided by the Seller and the inspection results of the Buyer, including but not limited to discrepancy between the product quality and the Specifications in the order, damage or loss of the Products, insufficiency of the product quantity that exceeds the reasonable loss provided in the order, etc., the Buyer shall be entitled to claim against the Seller for the compensation in writing after the Products reaching designation. With respect to the defects of the Products which cannot be found out within the aforesaid term even on the premise of careful check, the Buyer may notify the Seller after finding the problems of the Products, and require the Seller to take the products back or replace them, and to make compensations for its losses.
- 2.6. The Buyer may appoint the carrier. In the event that extra cost of freight arises from the delay caused by the Seller, the Seller shall be responsible for such cost.

3. Price

The unit price and total price of the Products shall be subject to the order, and the price shall include package expenses, including but not limited to tax, freight, insurance, transportation and other license fees.

4. Payment Terms

- 4.1. The Seller shall provide formal invoices in agreement with the total price of the order to the Buyer. The Buyer shall make payment for the Products supplied according to the invoice amount. The Buyer shall remit the payment to the Seller's bank account.
- 4.2. Payment of Products shall be made by the Buyer to the Seller on the date agreed by the parties in the order after the Seller's Products reach the delivery place designated by the Buyer, and have been checked as correct by the Buyer, and the invoices provided by the Seller have been received.
- 4.3. In the event that the Seller owns any other credits to the Buyer, the Seller must pay such credits to the Buyer immediately. The Buyer may also offset the amount payable to the Seller according to the order by the Seller's other credits.

5. Title Transfer

When the Products are sent to the place designated by the Buyer and delivered to the Buyer, the ownership of the Products shall be transferred to the Buyer concurrently.

6. Delivery Time and Place

- 6.1. The delivery time of the Products shall be subject to the order. In the event that the Seller fails to deliver the Products in time according to the order, the Buyer shall have the right to cancel the order due to delay in supply, and all losses arising from that shall be borne by the Seller.
- 6.2. In the event that the delivery place needs to be changed due to any party's reasons, the party shall notify the other party in written 7 (seven) days in advance, and shall obtain the other party's written consent regarding the change of the delivery place; otherwise the parties shall implement according to the stipulations in the order.

7. Manners of Return and Replacement of Products and Insurance

- 7.1. The Seller shall be responsible for the risks of the Products before the ownership of the Products transfers.
- 7.2. In the event that the Buyer finds that the Products do not meet the Specifications provided in the order or other introductory documents agreed by the Seller and the Buyer in written, the Buyer shall have the right to require the Seller to take back or replace the unqualified products. The Seller shall bear all of the expenses relevant to the return or replacement of the products, including but not limited to freight, storage charges, etc.
- 7.3. In the event that the quality of the Seller's products does not meet the stipulations in the order, except the return and replacement expenses arising thereof, the Seller shall also take compensation responsibilities for any extra expenses and losses of the Buyer arising thereof.
- 7.4. Insurances relevant to any kind of losses shall be bought by the Seller, unless the Seller and the Buyer agree otherwise in written.

8. Warranty, Compensation and Remedy

- 8.1. The Seller warrants that: (i) the Products meet Specifications or other introductory documents agreed by the Seller and the Buyer in written; and (ii) the Seller shall transfer all rights of the Products to the Buyer free and clear of any of all liens, claims and other encumbrances.
- 8.2. In the event that the Products sold by the Seller to the Buyer do not meet the aforesaid warranties, or the Seller must be responsible for the sale, disposal or use of the Products for any other reasons, and the Buyer has made part or full payment, the Seller shall return the payment according to the request of the Buyer, or replace the unqualified products with qualified products upon the Buyer's request.
- 8.3. The Seller shall indemnify, defend and hold the Buyer and its affiliates, employees and agents harmless from all losses, damages, claims, debts and

expenses (including reasonable legal fees) (hereinafter referred to as the "Claim Matters") arising out of the Seller's breach of the parties' agreements, carelessness or negligence or deliberate misconduct. The Seller shall be responsible for the conducts of its employees, agents, subcontractors set forth in this section.

9. Part Invalidity

- 9.1. Any of the terms in these General Terms and Conditions is prohibited, unenforceable, or represented or deemed to be illegal, unknown, invalid or abolishable partially or totally, then under such judicial system, only the aforesaid prohibited or unenforceable terms are invalid, which shall not affect the validity of the terms in other parts of these General Terms and Conditions, nor affect the validity or enforceability of the aforesaid terms under other judicial systems.
- 9.2. The invalid term shall be replaced by a term that complies with the purport, sense and economic objective of the original invalid term as much as possible.

10. Force Majeure

- 10.1. Both Seller and Buyer shall be relieved of performance of their respective obligations hereunder when prevented by any cause beyond its reasonable control and could not reasonably be prevented, avoided or removed (herein referred to as "Force Majeure").
- 10.2. The party suffering such Force Majeure event shall invoke this provision by promptly notifying the other party of the nature and estimated duration of the suspension period.
- 10.3. The Parties acknowledge that, as of the date of these General Terms and Conditions, there is a global and local pandemic of COVID-19 and agree that, should Seller be unable to perform and/or be delayed in performing any of its obligations (including but not limited to supply and delivery obligations) under the order for any reason related to COVID-19 (including but not limited to sickness or absence of employees, and/or shortage of goods and services necessary for production, transportation and/or delivery, and/or administrative or legal restrictions, controls or other measures imposed or recommended by any public authority), this shall not constitute Force Majeure.

11. Confidentiality

- 11.1. Each of the Seller and the Buyer shall keep confidential, and shall not without the prior consent in writing of the other disclose to any third party, any technical or commercial information, including but not limited to sales volumes of Products sold and purchased and the price thereof, which it has acquired from the other as a result of discussions, negotiations and other communications relating to the Products, except as may be required by law or legal process.
- 11.2. Without one party's written consent in advance, the other party shall not disclose this trade arrangement or the parties' commercial relationship, and shall not use the other party's name or trademark.

12. Compliance

- 12.1. The Seller and its subcontractors shall comply with Imerys' ESG standards to be found on: <http://www.imerys.com>, which the Seller and its subcontractors acknowledge having read and adhere to.
- 12.2. The Seller shall comply with the international sanction laws and regulations issued by (i) the European Union, (ii) the United States when targeting Specially Designated Nationals And Blocked Persons (SDN Blacklists) and (iii) any other relevant jurisdiction (all together the "Sanctions"). In any event, the Seller undertakes not to supply to Buyer Goods (as well as all of their components) or Services, directly or indirectly originating from and/or having transited through Russia, Iran, North Korea, Syria, Crimea (including Sevastopol), and/or from the non-government controlled areas of the Donetsk and Luhansk oblasts of Ukraine. At any time, Buyer may require the Seller to provide any relevant documents for the purpose of verifying the origin of the Goods or Services, including a certificate of origin, and the Seller undertakes to provide such documents immediately upon request.
- 12.3. The Buyer is entitled to cancel or suspend any orders with immediate effect and the Seller shall not be entitled to any indemnity of any kind in the event that (i) the Seller is in breach of this clause or (ii) the execution of the order is prohibited or unduly burdensome for the Buyer in application of any of the Sanctions.

13. Miscellaneous

- 13.1. In case of any dispute, controversy or claim ("Dispute") arising directly or indirectly out of or in connection with these GTCs, such Dispute shall be exclusively submitted for arbitration to the Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Centre (the "SHIAC") in Shanghai in accordance with its then effective rules and procedures. The seat shall be in Shanghai. The number of arbitrator shall be one (1) appointed by the chairman of SHIAC. The arbitration proceedings shall be conducted in Chinese. The arbitration award shall be final and binding to the Parties.
- 13.2. These General Terms and Conditions shall not be modified, changed or supplemented unless the parties conclude written documents formally.
- 13.3. Except as expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person, entity or enterprise other than the parties hereto and their successors or permitted assigns, any rights, benefits or remedies of any kind or character whatsoever under or by reason of these General Terms and Conditions.
- 13.4. Nothing contained herein shall be construed as granting or implying any license, right, title or interest in or to any present or future patent, patent application, know-how, copyright, trademark, trade secret or other proprietary right or interest owned by the Buyer.
- 13.5. The failure of either party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of these General Terms and Conditions shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of these General Terms and Conditions or the rights and obligations of the parties hereto. The parties acknowledge that a waiver of any term or provision hereof may only be given by a written instrument executed by Seller and Buyer.
- 13.6. The Seller shall not assign its rights, or delegate its performance or obligations hereunder without the prior written consent of the Buyer.
- 13.7. These General Terms and Conditions of the purchase order shall constitute an integral part of this order.