

STANDARD TERMS AND CONDITIONS OF SALE – CHINA

Every sale of any product (“Product”) made by a Chinese company with a registered office in China which is under directly/indirect control under Imerys S.A. (the “Seller”) is governed by these terms and conditions of sales (these “GTCs”). Therefore, the sole fact of placing an order implies full and unreserved acceptance by the Purchaser of these said GTCs. No special conditions shall prevail over these GTCs unless the Seller expressly so agrees in writing. These GTCs take precedence over any terms and conditions of purchase and all other documents particular to the Purchaser.

1. Orders

No order shall be binding on the Seller until expressly confirmed in writing by the Seller. Unless stipulated otherwise, Seller’s offers are valid for a period of thirty (30) days only and within the limit of available stocks.

In the event of a delay in carrying out the order attributable to the Purchaser, the Seller may cancel all or part of the order by notice with immediate effect, and any sums that the Purchaser may have paid shall accrue to the Seller as compensation.

2. Product Specifications – Limited Warranty and Liabilities

The Seller warrants that the Products comply in all material respects with either the Seller’s standard specifications at the time of dispatch of the Products or the specifications agreed in writing with the Purchaser. The Seller may change such specifications at any time and, in case the Specifications have been expressly agreed by the Purchaser, in that event, will notify the Purchaser in advance.

The Seller makes no other warranty, express or implied, concerning the Products.

It is the Purchaser’s responsibility to ensure that (a) the Products ordered are fit and suitable for its own products, production methods and intended purposes and (b) the use of the Products complies with all applicable laws and regulations (including consumer protection laws) and does not infringe any third party intellectual property rights. **Consequently the Seller expressly disclaims any legal warranty in regard to (a) and (b) above and the Products are used by the Purchaser at its sole risk.** The Purchaser shall indemnify the Seller against all third parties claims in connection with the sale by the Purchaser of any item incorporating the Products. No statement(s) made in relation to the Products is intended or shall be construed as inducing infringement of a valid patent.

3. Complaints

The Purchaser shall immediately after receipt inspect the Products or have the Products inspected as to apparent defects or non-compliance (including weight) of the Product. The Purchaser loses the right to claim that a defect exists if it does not give notice thereof to the Seller in writing immediately, and at the latest within eight (8) days of delivery of the Products; concealed defects must be notified in writing within thirty (30) days of Product delivery.

In the event of damage or loss while in transit, the Purchaser must take up these concerns and exercise any recourse it may have against the Carriers directly.

The Seller’s warranty above is subject to the Purchaser (a) supplying all required evidence of any non-compliance or defects found, (b) co-operating in the inspection and investigation of the said defects by the Seller, and (c) ensuring that no intervention on the Products that are the subject of a claim is carried out, without the Seller’s prior written agreement. No Product may be returned without the Seller’s prior agreement.

Nothing in these GTCs shall limit or exclude the Seller’s liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable), (b) fraud or fraudulent misrepresentation, (c) any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

Subject to the foregoing paragraph:

(a) the Seller shall under no circumstances whatever be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for (aa) defects caused by use of the Products, including handling, storing subsequent to the transfer of

risks by the Purchaser or third parties that is faulty or non-compliant with regard to the Seller’s recommendations and prudent industry practice; it being understood that in any event, all claims made after the Products have been resold by the Purchaser, or altered contrary to the Seller’s instructions in any form whatsoever shall be null and void, and (bb) any loss of profit, or any indirect or consequential loss arising under or in connection with the contract, and

(b) the Seller’s total liability to the Purchaser in respect of all other losses arising under or in connection with the order, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in any event be strictly limited, to either the replacement or the refund of Products, as the Seller shall see fit.

4. Deliveries – Shipment

Time for delivery shall not be of the essence. Delivery times are given as an indication only and may depend on various factors such as availability of Seller’s stocks. Overrunning delivery times do not give rise to payment of any compensation, withholding of payment or cancellation of current orders.

Without prejudice to any other relief available under the law, the Seller may hold the Purchaser liable for any loss or damages occasioned by the neglect or the refusal of the Purchaser to take delivery of the Products. Unless agreed otherwise by the Parties in advance, Products are delivered Ex-Works INCOTERMS® (ICC, 2010). Products are loaded and transported at the Purchaser’s risk and liability. It is the Purchaser’s responsibility to (a) contract for transport and to take out all necessary insurance to cover damage to, as well as caused by, the Products, and (b) express all reservations to or exercise any recourse against the Carriers, in the event of damage, loss or missing items.

The Seller shall be under no obligation to deliver the Products if the Purchaser is in breach of any of its obligations towards the Seller.

5. Weights – Quantities

The Purchaser may not reject the Products on grounds of weight loss or shortage.

All Products delivered are sold on the basis of the weight recorded by the Seller at the time of dispatch. Small weight losses arising during transit have been taken into account in the price and no claim can be made in respect of weight loss unless check weighing at the Purchaser’s works indicates a weight loss in excess of what is acceptable commercial practice for the concerned Products.

6. Prices

The Products are sold at the prices agreed at the time the Seller confirms the order. Unless agreed otherwise, prices are exclusive of taxes, duties, carriage, insurance and packaging. These shall be added where applicable to the purchase price.

7. Invoicing – Payment – Penalties

An invoice shall be either enclosed with every delivery or separately sent, and shall include all required references, in particular any discount conditions in case of early payment.

Unless agreed otherwise by the Seller in writing: (a) all payments are due within thirty (30) days of the date the invoice is issued, without discount, (b) payments shall be made in Renminbi or equivalent foreign exchange as agreed by Seller in advance, and (c) all payments shall be made by wire transfer to the bank account designated by the Seller. Payments by wire transfer shall be deemed executed when the Seller’s account is credited with cleared funds. The Purchaser must perform its payment obligations notwithstanding any dispute or claims arising in relation to Purchaser’s orders. In the event the Purchaser does not pay all amounts at their due date: (a) any discounts shall no longer

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apply and the full price shall be payable (b) all other amounts due by the Purchaser to the Seller for any other reason whatsoever shall automatically and immediately become payable, and (c) the Seller may suspend all current orders and/or claim advance payment for any current or new order from the Purchaser.

Furthermore, any amount not paid at its due date, shall bear interest at the rate of fifteen percent (15%) per annum. Late payment interest and the lump sums shall be paid by the Purchaser immediately and without need for prior notice from the Seller from the due date until the amount due has been paid in full.

The remedies set out above are without prejudice to any other remedy available to the Seller, including any claims for compensation or damages.

8. Packaging

Unless agreed otherwise in writing, the Seller does not take back packaging. It is the Purchaser's responsibility to deal with the use, recycling, storage and/or destruction thereof in accordance with the law. No packaging displaying the Seller's tradename, trademark and/or logos may be used for anything other than the Seller's Products.

9. Reservation of title

Title to the Products shall pass to the Purchaser only upon full payment of their price, principal and incidentals, it being expressly stipulated that remitting a document merely creating an obligation to pay (bill or other) does not constitute payment.

Until such time as title passes to the Purchaser, the Purchaser shall insure the Products to their full replacement value, and arrange for the Seller to be noted on the policy of insurance as the loss payee.

Until full payment of these amount, the Purchaser shall identify the Products delivered and shall not mix them with other products of a similar nature originating from other suppliers; failing which the Seller may claim indemnification and take back any Products still identifiable or which are of similar nature to and quality with the Products; the Purchaser agrees that it will not oppose any application to a competent court by the Seller to enter upon any property upon which the Products or any part thereof are sold, or upon which the Seller reasonably believes them to be kept in order to repossess Products that have not been fully paid for.

The Purchaser shall inform the Seller without delay in the event of an attachment order or any other third Party intervention affecting the Products, so that the Seller may apply to have the order set aside and preserve its rights.

The Purchaser further agrees not to use the Products to create any charge or assign title to the Products as a security.

10. Force Majeure

The Seller shall not be liable for non-performance of all or part of its obligations where such non-performance results from the occurrence of a case of force majeure and the time for performance of its obligations shall be extended accordingly. Force majeure is an event which is not within Seller's reasonable control and could not reasonably be prevented, avoided or removed by Seller and which causes the Seller to be delayed, in whole or in part, or unable, using commercially reasonable efforts, to partially or wholly perform its obligation; such as, but not limited to: war, riot, strike, lock-out, acts of governmental authorities, Act of God, fire, natural disasters, exceptional weather conditions, raw material shortage, Emergency Incident and/or Public Health Emergency Incident as defined by the laws and regulation of the People's Republic of China, etc.

The Parties acknowledge that, as of the date of this GTCs, 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 Contract 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 constitute Force Majeure.

If such an event results in the suspension of the performance by the Seller of its obligations for a period in excess of ninety (90) consecutive days, either Party may then cancel the sale by notice and without compensation being due by either Party.

11. Applicable law – Dispute resolution

These GTCs are subject to laws of the People's Republic of China, excluding its conflict of laws provisions. The Parties expressly exclude the application of the United Nations Convention on the International Sale of Goods of April 11, 1980.

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.

12. Intellectual Property Rights – Confidential information

All Confidential Information of the Seller, including but not limited to samples, proposals, drawings, documentation prepared or disclosed by the Seller in connection therewith, as well as patents, trademarks, tradenames, copyrights, designs ("Intellectual Property Rights") in relation to the Products shall be and remain the absolute property of the Seller.

Confidential Information shall be kept confidential, whether or not marked as such. The Purchaser may not therefore disclose the same to any third parties without the Seller's prior written consent, unless such disclose is required by applicable laws or regulations, in which case, the Purchaser shall notify the Seller in advance.

The Purchaser shall not have any claim or right or property therein and shall not register or cause to be registered in any part of the world any patent, trademark, tradename, copyright or design similar to, or any imitation of, such Intellectual Property Rights.

The Purchaser, either directly or through a third party, shall not reverse engineer or chemically or otherwise analyse for reverse engineering purposes, any samples of the Products and will not use any information related to the Products for the production of Products similar or equivalent to the Products or the supply thereof from a competitive source. This limitation shall not prevent analysis in the case of a bona fide product liability dispute.

13. Compliance

The Parties shall comply with applicable laws and regulations. The Parties shall comply with Imerys' Code of Business Conduct and Ethics available at www.imerys.com, which Purchaser acknowledges having read and adheres to. Seller may modify the Code of Business Conduct and Ethics from time to time, and Purchaser shall comply with any such amendments upon becoming aware of the same.

Neither Party shall grant any type of unlawful advantage, whether direct or indirect, financial or in kind, to any representative or employee of a private company, or to any person acting with any public authority or exercising any regulated activity, with the aim of unduly influencing, obtaining or maintaining a decision, abstention or intervention (including but not limited to business relationships, benefits or licenses or government authorizations) that could affect or promote the activities of the Parties and/or encourage the purchase of any product or service by them.

The Parties shall comply with the international sanction laws and regulations (including those targeting companies and individuals, so called "Black Lists") issued by the United States of America, the

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European Union, the European Union Member States, and Relevant Jurisdiction. In any event, Purchaser undertakes not to export, sell or distribute, directly or indirectly, the Products to Iran, North Korea, and Syria. At any time, Seller may require Purchaser to provide any relevant documents for the purpose of verifying the final destination of the Product, including an end-user certificate, and Purchaser undertakes to provide such documents immediately upon request.

14. Miscellaneous

Each of the Parties acknowledges and agrees that in entering into this sale it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in these

GTCs.

All personal data communicated by the Purchaser is conserved and treated in accordance with applicable data protection legislation, if any.

If any provision contained in these GTCs is or becomes invalid, illegal or unenforceable in any respect under applicable law, it shall be deemed not to have been included in the GTCs in respect of the concerned sale. The validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and shall remain in full force and effect.