

1. **Purchase of Goods and/or Services.** Seller agrees to sell the quantity of goods and/or services ("Deliverables") that are described in the purchase order or agreement to which these General Terms and Conditions are attached (in either case, the "Order"). "Buyer" is the Imerys entity stated in the Order or agreement; "Seller" is the entity supplying the Deliverables. If the Order is a purchase order then Buyer's purchase order number must be shown on all correspondence, invoices and shipments. A packing slip must accompany each shipment and, if a shipment is to a consignee or agent of Buyer, a copy of the packing slip shall be forwarded concurrently to Buyer. To the extent of any conflict between the Order and these General Terms and Conditions, the Order shall govern; provided, however, that if these General Terms and Conditions require a higher standard of performance by Seller then these General Terms and Conditions shall govern.
2. **Validity; Taxes.** This Order is not valid unless signed by Buyer's authorized representative. The price and payment terms for the items shall be the price specified by the Buyer on the face hereof, which shall include any local, state and federal taxes applicable to this Order; provided however, Buyer shall be given the benefit of any discount for prompt payment offered by Seller. Unless otherwise indicated on the other side of this form, all purchases are DDP (Incoterms@2010) Buyer's designated destination.
3. **Indemnity; Patents.** Seller shall defend, indemnify and hold harmless Buyer, its subsidiaries and customers from and against all damages, claims, liabilities, losses and expenses (including reasonable attorneys' fees) arising out of or resulting in any way from (i) the Deliverables, (ii) any act or omission of Seller, its agents, employees or subcontractors, (iii) infringement or alleged infringement of any patent or right of a third party by the sale (including resale) delivery, acceptance, possession or use of the Deliverables, whether or not such Deliverables are according to Buyer's specification, drawings, or samples; (iv) violation of any law, regulation, rule, or order; or (v) claims brought against Buyer by Seller's employees or contractors. If Buyer is enjoined from using any Deliverables, Seller shall, at its expense: (a) procure for Buyer the right to use and/or resell such Deliverables; (b) modify such Deliverables so as to avoid infringement of any patent or other proprietary interest; or (c) replace such Deliverables with non-infringing Deliverables.
4. **Objection to Alternate Terms.** The Order is expressly limited to its terms, and Buyer rejects any additional, supplemental, or conflicting terms and conditions submitted by Seller with its acceptance of any Order. In the event of conflict between language of terms hereof and Seller's acceptance, the terms of this Order shall prevail. This Order may be accepted by: (a) Seller's commencement of work on the items listed herein; or (b) shipment of ordered items; or (c) Seller's written acceptance or confirmation to Buyer, whichever first occurs.
5. **Title; Risk of Loss.** Title to Deliverables and risk of loss thereto passes to Buyer upon Buyer's acceptance of the Deliverables. Prior to Buyer's acceptance of the Deliverables, Buyer shall not be liable for any loss of, damage to, or damage caused by the Deliverables. Seller shall make timely delivery of the Deliverables in accordance with Buyer's instructions and, unless otherwise noted on the other side of this form, shall arrange and pay for all freight and insurance charges.
6. **Specifications.** Any specifications, drawings, notes, instructions, engineering notices and technical data referred to in this Order shall be deemed to be incorporated herein by this reference. All Deliverables provided by Seller must conform strictly to specifications and must be the best of their respective kinds. The specifications shall remain the sole and exclusive property of Buyer.
7. **Sample Testing on New Parts.** On any new parts, a sample must be approved by Buyer before Seller proceeds with the manufacture of a quantity run.
8. **Fabrication of Parts.** No charge shall be made to Buyer for tools, dies, patterns, drawings, etc. required for the fabrication of parts unless expressly stated on this Order.
9. **Warranties.** Seller warrants that all Deliverables shall be new and of the highest quality, free from any defect in materials or workmanship, fit for their intended purpose, and free of liens or encumbrances. Seller further warrants that the Deliverables will conform strictly to any specifications, drawings, or samples specified or furnished by Buyer. Seller also warrants that it shall obtain and assign or otherwise provide to Buyer the benefits of warranties and remedies provided by manufacturers or suppliers of material or equipment incorporated into the Deliverables covered by the Order. Seller also warrants that all Deliverables produced or performed hereunder shall be in compliance with applicable local, state, and federal laws, rules, regulations, and standards, including but not limited to, environmental protection and occupational health and safety. This warranty shall survive any inspection, delivery, acceptance or payment by Buyer. Seller warrants that all services shall be provided in a safe, proper, and workmanlike manner, and shall be performed and approved by qualified licensed professionals if customary in Seller's industry.
10. **Termination; Cancellation.** This Order, when accepted by Seller, is not subject to cancellation, price change, or reduction in amount of deliveries by Buyer except with Buyer's written consent and upon terms contained herein. Buyer assumes no obligation for Deliverables shipped or performed in excess of the Order. Buyer reserves the right to change delivery specifications in accordance with its needs and (time being of the essence with respect to Seller's obligations) to cancel, reject, or return all or any part of shipment made after the time of delivery specified in this Order, or if shipped incomplete. All Deliverables deemed unsatisfactory or nonconforming by Buyer shall be subject to return (for goods) or repair/replacement (for services). No payment shall be due until Buyer accepts the relevant Deliverables. Seller shall be solely responsible for all costs, expenses, and damages of every kind associated with any unsatisfactory or nonconforming Deliverable and Buyer shall have all remedies available under UCC Article 2. Buyer may cancel this Order or any part thereof for the sole convenience of Buyer by written notice to Seller prior to shipment or performance, as applicable. Upon receipt of such notice, Seller shall discontinue performance. If this Order is canceled because of the Seller's default of any of the terms and conditions in this Order, or a petition is filed by or against Seller under any bankruptcy laws, or because Seller makes a general assignment for the benefit of its creditors, or because Seller fails to meet its obligations as they fall due, or because a receiver is appointed for any of the property of Seller, the obligations of Buyer under this Order shall terminate. If this Order or any part hereof is canceled for the convenience of Buyer, Buyer shall pay Seller the Order price for all materials separately priced and delivered prior to the receipt by Seller of the notice of cancellation, and a pro rata portion of the Order price for all material delivered and not separately priced on the Order.
11. **Payment.** Unless otherwise agreed to between the parties in writing, Buyer shall pay the undisputed amount of each invoice payment within sixty (60) days after receipt of the invoice. Buyer may recoup, set-off, or credit against amounts owed to Seller any

- amounts that Seller owes to Buyer, whether or not related to this Order.
12. **Insurance.** Seller shall provide Buyer with proof of insurance in amounts and types acceptable to Buyer prior to delivery of any Deliverables hereunder.
 13. **Assignment; Subcontracting.** Seller shall not assign, subcontract, transfer, pledge, or negotiate this Order without the prior written consent of the Buyer. Contractor shall not subcontract to the right or obligation to perform any obligations of Seller hereunder without Buyer's prior written consent in each instance.
 14. **Confidentiality.** All information furnished by Buyer to Seller is confidential, and Seller shall not, without prior written consent from Buyer, disclose any such information to any other person, or use such information itself for any purpose other than performing its obligations pursuant to the Order. All such information and all copies thereof, shall be returned promptly to Buyer upon request. Unless otherwise agreed in writing, no information disclosed by Seller to Buyer shall be deemed confidential, and Seller shall have no rights against Buyer with respect to Buyer's use thereof.
 15. **Exclusive Design.** Seller shall not supply Deliverables made to Buyer's specifications to anyone other than Buyer without Buyer's prior written consent in each instance.
 16. **Force Majeure.** Neither party shall be liable for delayed performance of its respective obligations under the Order when prevented by any cause beyond its reasonable control (other than financial or economic incapacity), that cannot be remedied by the exercise of reasonable diligence, including such as acts of God, acts of a public enemy, insurrections, riots, strikes, fires, explosions, floods, power failure, interruptions in transportation, embargoes, actions or non-actions of civil or military authorities, which prevent, in whole or in part, either party from performing its obligations under this Agreement, (each such event is a "Force Majeure event"). Shortages of, or increased costs for, raw material, labor problems, and equipment failures shall not constitute Force Majeure events. The party suffering a Force Majeure event shall invoke this provision by, within 24 hours, notifying the other party in writing of the nature and estimated duration of the Force Majeure event. In the case of any such Force Majeure event declared by Seller, Buyer may cancel the Order in whole or in part as to any undelivered or unrendered portion of the Deliverables.
 17. **Safety; Liability.** Seller's representatives, agents, or employees shall comply with all of Buyer's regulations while on Buyer's property. Seller hereby assumes entire liability for any and all damage or injury of any kind whatsoever (including death or personal injury resulting therefrom to all persons, whether representatives, agents, employees of Seller or otherwise) and to all property, caused by, resulting from, or arising out of Seller's acts or omissions or that of its representatives, agents or employees.
 18. **Independent Contractors.** The parties to the Order are independent contractors, and nothing contained herein shall be construed to place them in the relationship of employer and employee, partner and agent, or joint venturers.
 19. **No Waiver.** The failure of either party to enforce, in any one or more instances, performance of any of the terms, covenants, or conditions of this Order will 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 will in no way affect the validity of this Order 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 each party hereto.
 20. **Governing Law.** The laws of the State of Georgia shall govern this Order. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
 21. **No Liens.** Seller agrees that it shall not file any liens relating to the Deliverables and that it shall not permit its subcontractors or other suppliers to file such liens. When requested, Seller shall provide Buyer with lien waivers for itself, its subcontractors and other suppliers in a form satisfactory to Buyer, who may withhold any payment(s) otherwise due until it has received reasonable assurances that all of Seller's obligations respecting the goods or services have been paid. If a lien is filed, Seller shall cooperate fully with Buyer to remove such liens immediately at Seller's sole expense.

22. **Right of Inspection.** Buyer shall have the right to inspect and test all Deliverables at any time, including during manufacture, at Seller's site or the site of Seller's supplier or subcontractor. Where inspection or testing reveals that material, fabrication, or other characteristics do not meet Buyer's specifications, all corrective actions taken will be at the cost of Seller, and must be accomplished to Buyer's complete satisfaction. It is not Buyer's intent to act as the Seller's quality control inspector; random testing and inspection by Buyer's personnel will be done only as an added assurance that Seller material and manufacturing are in accordance with Buyer's specifications. All Deliverables are subject to final inspection and acceptance by Buyer at destination, notwithstanding any payment or prior inspection. Upon request, Buyer's customers will be allowed to inspect Seller's operations in order to verify product quality.
23. **Compliance.** 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. 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 Buyer with Deliverables (as well as all of their components), 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 Seller to provide any relevant documents for the purpose of verifying the origin of the Deliverables, including a certificate of origin, and the Seller undertakes to provide such documents immediately upon request. 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.
24. Seller shall comply with the provisions of the Civil Rights Act of 1964, as amended, Executive Order 11246, Section 503 of the Vocational Rehabilitation Act of 1973, and Section 404 of the Vietnam Era Readjustment Assistance Act of 1974, as amended. Buyer is an Equal Employment Opportunity employer, and accordingly, 41 CFR 60-1.4(a), 60-250.5, 60-300 and 60-741.5 as well as 29 CFR Part 471, Appendix A to Subpart A are incorporated by reference herein. **Severability.** Any provision of this Agreement that is prohibited, unenforceable, or held to be illegal, unenforceable, or void will be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Order or affecting the validity or enforceability of such provision in any other jurisdiction.
25. **Notices.** Except as otherwise provided in the Order, all notices or notifications described herein must be in writing and must be sent by certified mail, postage prepaid and return receipt requested, or by reputable overnight courier with tracking provided. Notices to Buyer must be sent to the address printed on Buyer's PO, with a mandatory copy sent to Imerys Legal Department, 100 Mansell Court East, Suite 300, Roswell, GA 30076.
26. **Amendments.** This Order may not be modified, amended, or supplemented except by an agreement in writing signed by an authorized officer of each party. **NO EMPLOYEE OF BUYER HAS AUTHORITY TO AGREE, WHETHER ORALLY, IN WRITING, OR BY PERFORMANCE, TO ANY TERMS OR CONDITIONS EXCEPT THOSE EXPRESSLY SET FORTH IN THIS ORDER.**
27. **Third Parties.** Nothing herein is intended to confer upon to any person or entity, other than the parties hereto and their permitted successors or assigns, any rights, benefits, or remedies of any kind whatsoever.
28. **Entire Agreement.** This Order constitutes the entire agreement between the parties.