

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), Raw Material and/or Traded Goods described in the Order.

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

“**Raw Material**” means naturally occurring, synthetically produced or secondary materials, procured externally, used in the Sibelco production process to manufacture Sibelco products.

“**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.

“**Standards**” means the standards as defined in clause 14 (Environmental, Health & Safety, Labour and Social Standards).

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

“**Traded Goods**” means Raw Materials that are procured externally and sold again without being processed further.

2. Order

2.1 The Order is an offer of SIBELCO to purchase Goods and/or Services according to these Terms. Once accepted by the Seller, the Order becomes binding upon the Seller.

2.2 Seller’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, Seller hereby expressly agrees and consents that its own conditions of supply or sale do not apply to any Order. All sales of Goods and/or provision of Services between Seller and Sibelco shall be exclusively governed by the terms of the Order and these Terms.

2.3 Order amendments must be accepted by Seller and SIBELCO in writing.

2.4 To the extent of any inconsistency between the Order and these Terms, the Order shall prevail.

3. Warranties on Quantity, Quality, Compliance with Law

3.1 The Seller warrants to SIBELCO that:

- (a) the quantity, quality and specifications of Goods and/or Services will be as set out in the Order or as agreed in writing by SIBELCO.
- (b) the Seller shall comply with all applicable laws and regulations concerning the manufacture, packaging, sale and delivery of the Goods and/or the performance of the Services.
- (c) the Goods and/or Services will be fit for the purposes held out by SIBELCO or made known to the Seller when the Order is placed.
- (d) 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.
- (e) the Services will be performed by qualified and trained personnel with due care and diligence and shall be at least of generally accepted industry standards and SIBELCO’s health and safety standards.
- (f) Seller has not offered and will not offer any gift to any employee of SIBELCO in relation to the Order.

(g) There are no impurities present in the Goods, a.o. there will be no presence of asbestos fibers and they do not contain any Substances of Very High Concern (SVHC’s).

3.2 Unless agreed otherwise in writing, the warranty period will expire 2 (two) years from the date of delivery of the Goods to SIBELCO or the acceptance by SIBELCO of the Services.

4. Time of Delivery

4.1 Goods and/or Services shall be delivered on the date(s) specified in the Order. Time shall be of the essence. SIBELCO shall be entitled to refuse acceptance of Goods and/or Services which are not delivered on the date(s) specified in the Order. In addition, in case of any early or late delivery, SIBELCO may cancel the Order without waiving its other remedies.

4.2 As soon as Seller recognizes any early delivery or delivery delay, it shall immediately notify SIBELCO in writing, stating the reasons and the expected early delivery date(s) or the duration of the delay (as the case may be).

5. Passing of Title and Risk

Risk of loss of or damage to the Goods shall pass in accordance with the agreed delivery term (INCOTERMS 2020) specified in the Order. Title shall pass upon delivery unless payment for the Goods is made prior to delivery, in which case it shall pass to SIBELCO once payment has been made.

6. Packaging & Marking

6.1 Seller shall pack, mark and dispatch the Goods in accordance with:
(i) SIBELCO’s instructions, (ii) the Globally Harmonised System of Classification and Labelling of Chemicals for the Goods (the “GHS”), (iii) applicable domestic and international regulations, (iv) generally accepted industry standard and (v) the Safety Data Sheet.

6.2 All Goods shall be suitably packed to prevent damage and contamination (including, but not limited to, damage from dampness, rust, moisture, erosion and shock) during transportation and/or storage.

6.3 Hazardous goods must bear prominent warnings on all packaging and documents.

6.4 Unless agreed otherwise in writing, SIBELCO shall not be obliged to return to Seller any packaging or packing materials for the Goods.

7. Notification of Defects

SIBELCO will notify Seller within a reasonable period (not less than 14 days) of any defects in Goods / Services upon discovery by SIBELCO.

8. Liability and Indemnity

- 8.1 Without limiting other remedies, if any Goods and/or Services are not delivered in accordance with the Order, SIBELCO is entitled:
- (a) to require Seller to repair / re-supply the Goods and/or Services in accordance with the Order within 7 days at no cost to SIBELCO; and/or
 - (b) at its sole option, and notwithstanding it has previously required the Seller to repair / re-supply the Goods and/or Services, to cancel the Order and require the reimbursement of the price and costs incurred as well as additional cost for the purchase of the Goods and/or Services from any third party.
- 8.2 The Seller shall indemnify SIBELCO against all claims, damages, liability, direct, indirect and consequential loss, costs and expenses suffered or incurred by SIBELCO in connection with:
- (a) any breach by Seller of its warranties or of the conditions set out in these Terms;
 - (b) any claim that the Goods, their export, importation, use or resale, or that the Services, their performance or acceptance thereof, will infringe the intellectual property rights of any third party;
 - (c) any act or omission of the Seller or its employees, agents or sub-contractors in supplying or delivering the Goods / Services.

9. Shipping Documents

- 9.1 Order Number shall be stated on all related correspondence and shipping documents.
- 9.2 Seller shall prepare all shipping documents in accordance with the (i) applicable domestic and international trade / customs regulations and (ii) SIBELCO's instructions.
- 9.3 Seller will promptly provide SIBELCO with duly prepared shipping documents (where applicable) to minimize any delay in customs clearance or receipt of the Goods.
- 9.4 Any type of transportation (eg, truck, train, plane, ship, etc.) engaged by Seller to deliver Goods with clean hold and necessary precautionary measures are taken for their best possible protection in accordance with the technical specifications received from SIBELCO.
- 9.5 Any additional fees incurred by SIBELCO as a consequence of Seller failing to (i) comply with the above or (ii) prepare the shipping documents in a proper manner, shall be borne by Seller.

10. Invoice and Payment

- 10.1 All deliveries shall be completed without additional charges to SIBELCO unless otherwise specified in the Order.
- 10.2 Seller's invoice must (i) state the Order Number and the Seller's delivery note number and (ii) be in accordance with the details in the Order with regards to description of the Goods, Services (including narratives/time sheets, if requested by SIBELCO), price, quantities, order of the items and item numbers. Any invoices not following the above requirements may be rejected.
- 10.3 Payment is conditional upon the Goods and/or Services being found to be in accordance with the Order. However, payment made by SIBELCO shall not affect its rights relating to defects in Goods/Services.
- 10.4 SIBELCO's payment term is 90 calendar days from receipt of Seller's correct invoice end of month, unless SIBELCO specifies otherwise in the Order.

11. Force Majeure

- 11.1 Neither SIBELCO nor Seller shall be responsible for the delay / non-performance of its respective obligations under the Order and these Terms (including, but not limited to, delay / non-delivery or delay in acceptance / non-acceptance of the Goods and/or Services) caused by force majeure, such as serious fire, flood, typhoon or earthquake. The party affected by the force majeure event shall advise the other party promptly of the occurrence of any force majeure event and shall take all reasonable measures to resume performance of its obligations under the Order and these Terms.
- 11.2 If the Force Majeure continues for a period of 10 calendar days, SIBELCO may cancel the Order immediately by written notice to Seller.

12. Secrecy

The Seller shall only use and disclose to such of its employees who have a need to know information of SIBELCO's operation and business matters acquired in connection with the Order solely for the purpose of fulfilling the Order and shall keep such knowledge secret, except to the extent that it is or becomes public knowledge through no fault of the Seller or its employees, agents or sub-contractors.

13. Governing Law & Arbitration

- 13.1 The Order shall be governed by the laws of the country in which the SIBELCO entity placing the Order is located/incorporated.
- 13.2 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 Seller.
- 13.3 Any dispute in connection with the Order shall be heard, at SIBELCO's exclusive option and discretion, at the court having jurisdiction over Seller's principal place of business or SIBELCO's principal place of business.

14. Environmental, Health & Safety, Labour and Social Standards

SIBELCO conducts its business in accordance with the principles of sustainable development and complies with internationally recognized fundamental environmental, health and safety, labour and social standards (collectively the "Standards"). The Standards are critical to SIBELCO's basis of conducting its own business and to any business transaction with others of which SIBELCO is a party. Seller will comply with the Standards or its own environmental, health and safety, labour and social standards that are materially similar to the Standards and shall require that its suppliers and subcontractors, of any tier, observe the applicable standards. Sibelco has the right to perform an audit of the Seller's conduct of business in a reasonable manner which Sibelco deems appropriate to verify and check Seller's compliance with this Clause. SIBELCO's supplier code of conduct forms integrally part of these Terms.

15. Safety Data Sheet ("SDS")

The Seller shall ensure that SIBELCO receives the current edition of the respective SDS. The Seller shall also automatically forward any modifications to the SDS— or to labeling changes or obligations – to SIBELCO. All modifications are to be highlighted accordingly.

16. Information regarding domestic / international regulations and statutes

16.1 The Seller shall record all hazards associated with the Goods/Services and their classification in accordance with domestic and international regulations and statutes (e.g. ADR, RID, ADN, IMDG-Code, IATA-DGR, etc.) in the transfer and shipping documents.

16.2 The Seller shall also comply with all existing regulations and statutes in respect of the packaging and labeling of the Goods. In the event of any failure by the Seller to comply with these requirements, the Seller shall be liable for all consequences arising from such breach.

17. Termination

If (i) Seller breaches the Order in a material respect and, in the sole reasonable opinion of SIBELCO, the breach cannot be remedied; or (ii) The breach can be remedied, but is not remedied by the Seller within 14 days after SIBELCO gives the Seller notice of the breach; or (iii) The Seller becomes involved in, is adjudged bankrupt or goes into receivership or liquidation or any petition is presented against the Seller for bankruptcy, receivership or liquidation, SIBELCO is entitled to immediately suspend or terminate the Order (without prejudice to its other rights) and at no cost.

18. SIBELCO Logo

The Seller shall not use the signs and trademarks of SIBELCO in any manner in its marketing or otherwise without a valid license and/or prior written approval from SIBELCO.

19. INSURANCE

The Seller shall arrange and maintain, at its own cost, all insurance customary and on terms common in the industry and satisfactory to SIBELCO, in particular a professional, public and product liability insurance. The Seller shall produce evidence of such insurance to SIBELCO upon request. For the avoidance of doubt, the insurance coverage shall not limit in any way the Seller's responsibility and liability for its Goods delivered and Services performed to SIBELCO.

20. General

20.1 The Seller shall comply with applicable laws relating to the processing of personal data (including, but not limited to the GDPR).

20.2 If any provision or part-provision of an Order or these Terms is or becomes invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification shall not affect the validity and enforceability of the rest of the Order or Terms.

20.3 No failure or delay to exercise (or to exercise in full) any right or remedy shall constitute a waiver or abandonment of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

20.4 The Seller shall not assign or transfer, subcontract or otherwise deal in any manner with any or all of its rights and obligations under an Order without the prior written consent of SIBELCO.