General Terms and Conditions of Sale
Version valid from: October 15, 2026

Omya Performance Polymer Distribution Singapore Pte. Ltd.
Omya Singapore Pte. Ltd.

1. Scope and Definitions

a) These General Terms and Conditions of Sale (hereinafter referred to as "**Terms**") apply to all quotes, price lists, offers, order confirmations, delivery of any tangible and intangible goods, and any performance (of any works, services or other) made by the company(ies) mentioned on the top of this page (hereafter individually referred to as "**Seller**") and all request for quotes and purchase orders placed by Seller's customers (hereinafter individually referred to as "**Buyer**"). Any general terms and conditions and/or any other additional, different or conflicting provision stipulated by Buyer, are expressly not accepted by Seller, and shall not apply. Neither delivery nor performance nor any representations nor other statements or information provided by or on behalf of Seller shall alter these Terms or the rights and duties of Seller and Buyer defined herein.

b) "**Affiliate/s**" shall include any corporation, association, or other entity that directly or indirectly controls, is controlled by, or is under common control with a Party, either currently or during the term of this Agreement. The term "**control**" (including, its correlative meanings "controlled by" and "under common control with") means the power to exercise a decisive influence over the activities and/or the management, whether through the ownership of voting securities, by contract or otherwise.

c) Seller and Buyer are herein individually and collectively also referred to as "**Party**" or "**Parties**", respectively.

d) "**Goods**" shall, for the purpose of these Terms, include any tangible and intangible goods and any performance (of any works, services or other), which are delivered by Seller.

e) "**Dedicated Order**" means an order for Goods that are procured, produced, or held by Seller specifically and exclusively for Buyer pursuant to Buyer's confirmed order, including without limitation orders placed under a One-Product-One-Customer (OPOC) arrangement.

2. Conclusion and Content of Agreement

Seller's quotes, price lists and offers are non-binding. A binding agreement is established by and with the content of Seller's written or electronic order confirmation or, if none, by Seller's delivery or performance. These Terms together with Seller's order confirmation or, if none, with Seller's delivery or performance constitute the entire agreement (collectively referred to as "**Agreement**") between the Parties. Buyer shall review Seller's order confirmation and respond in writing in case of any incorrectness immediately upon receipt.

3. Affiliates and Subcontractors

Seller is entitled, at its discretion, to deliver or perform entirely or partly:

a) through its Affiliates, which shall act in their own name and shall be solely liable to the Buyer for correct execution of the Agreement, and/or

b) through third-party subcontractors.

4. Price and Payment

a) The price payable by Buyer shall be the price set forth in Seller's order confirmation or invoice. Unless otherwise defined therein, the price is payable in the currency of the country in which Seller is domiciled, or agreed between the Parties in writing, the price shall be exclusive of any taxes, duties or other levies, which shall be borne by Buyer.

b) Seller reserves the right, at any time before delivery or performance, to increase the price based on any factors beyond the Seller's control (such as foreign exchange fluctuations, currency regulations, increases in freight costs or duties, increase in the costs of labour, materials or other costs of manufacture, or changes of delivery dates, quantities or specifications requested by Buyer and accepted by Seller).
c) The prices are FCA at the domicile of Seller, in accordance with the ICC-Incoterms 2020, unless otherwise defined in Seller's order confirmation or agreed between the Parties in writing.
d) The payment term is 30 days upon the invoice date, unless otherwise defined in the corresponding order confirmation or the invoice. The Seller reserves the right to request full or partial prepayment, e.g. before delivery, performance, production start, shipping, etc.

e) No amounts due and payable may be withheld or set off against any type of counterclaims.

f) In case of failure to comply with payment terms

(i) Buyer is automatically in delay and is obliged to pay interest on arrears of ten (10) percent per year on the corresponding outstanding amount, and

(ii) Seller and any of its Affiliates is entitled to stop and/or request prepayment for pending deliveries to Buyer and any of its Affiliates.

This applies immediately and without notice of Seller.

5. Benefits and Risks

Subject to Clause 6 below, the benefits and risks shall pass to Buyer upon the earliest of a) Seller's notification that the Goods are ready for dispatch or b) the delivery of the Goods in accordance with the agreed delivery terms or c) the delivery of the Goods to the consignment stock at Buyer's plant, if applicable.

6. Retention of Title

a) To the extent permitted under the law of the country to which the Goods are delivered, Seller shall retain benefit and title to the Goods until Buyer has paid the price in full. If such law does not permit retention of title but permits Seller to retain other rights to the Goods, Seller shall be entitled to exercise all rights of this kind.

b) Buyer undertakes to assist Seller in connection with all measures for purposes of securing credit for the Goods and, in particular, to enter into corresponding supplemental agreements, if necessary. Buyer authorizes Seller to have the entry or priority note regarding the retention of title registered in public registries and the like. Buyer further agrees to keep the Goods in good storage and repair and to insure them against loss or damage until the purchase price has been paid in full.

7. Deliveries

a) Seller will exercise its reasonable efforts to adhere to agreed delivery dates, subject to the reservation of itself obtaining deliveries and transport contractors' services being provided in due time, but does not accept any binding obligation in regard to proposed or agreed delivery dates or lead-times. Circumstances beyond Seller's control that render timely delivery impossible or lead to increased cost shall entitle Seller, at its option, to postpone delivery, to make partial delivery or to withdraw from the Agreement, in whole or in part. Partial delivery is reserved also in case of absence of such reasons.

b) All liability on the part of Seller for damages resulting from delayed delivery, partial delivery or withdrawal from the Agreement shall be excluded to the extent permitted by law. In the event of liability of Seller, the liability shall be limited to the costs of a replacement delivery of Goods from Seller, minus delivery costs.

c) Seller reserves the right to deliver plus/minus 5% of the quantity of Goods defined in the order confirmation. The weight determined in connection with loading shall be determinative for the calculation.

d) Cost for waiting time, demurrage, or the like due to delayed acceptance / taking over of the Goods by Buyer or persons acting on behalf of Buyer shall be invoiced to and paid by Buyer.

e) Where Buyer cancels a Dedicated Order after Seller's order confirmation, or refuses or fails to accept delivery of or collect the Goods comprised in a Dedicated Order: (i) Buyer shall pay Seller a cancellation charge equal to [100]% of the invoice value of the Dedicated Order; (ii) alternatively, Seller may elect to keep the Agreement in force and tender delivery, in which case Buyer remains liable for the full price of the Dedicated Order; and (iii) without duplicating recovery under (i) or (ii) above, Seller may recover all costs reasonably incurred in ordering, producing, or storing the Goods comprised in the Dedicated Order.

f) Buyer may not defer an agreed delivery date for a Dedicated Order by more than 30 days from the date confirmed in Seller's order confirmation without Seller's prior written consent. Where Seller agrees to such deferral: (i) Buyer shall bear all additional storage, insurance, and holding costs arising from the deferral; and (ii) Seller may adjust the price to reflect any increase in raw material or production costs incurred during the period of deferral.

g) Buyer shall collect the Goods comprised in a Dedicated Order within the timeframe specified in Seller's order confirmation. If Buyer fails to do so: (i) Seller may invoice Buyer immediately as though delivery had taken place; (ii) Seller may store the Goods at Buyer's risk and cost; and (iii) if Buyer has not collected the Goods within 14 days of the date collection was due, Seller may dispose of the Goods and recover from Buyer all losses resulting from such disposal, after deducting any proceeds of sale.

h) Where Goods are the subject of a Dedicated Order, Seller's quotation or order confirmation may include a statement to the effect that: (i) the Goods are being produced or sourced exclusively for Buyer; (ii) Seller has committed to costs in reliance on Buyer's order that cannot be recovered from other customers; and (iii) the order is firm and subject to the cancellation, deferral, and collection provisions of these Terms. Buyer's placement of a purchase order, or its acceptance of the Goods or of Seller's order confirmation, following receipt of such statement, constitutes Buyer's acknowledgement and acceptance of these provisions.

8. Warranties

a) Seller warrants that, at the time of delivery, the Goods (i) conform to the then current specifications, (ii) are manufactured, packaged and labeled in compliance with the applicable laws at the place of manufacture, and (iii) are free from any legal encumbrances.

b) SELLER MAKES NEITHER WARRANTY NOR REPRESENTATION OF ANY PERFORMANCE OF THE GOODS NOR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL INFORMATION THAT HAS BEEN OR MAY BE GIVEN TO BUYER (E.G. IN PRODUCT INFORMATION, SAFETY DATA SHEETS, OTHER ACCOMPANYING PRODUCT DOCUMENTATIONS, COMMUNICATIONS AND RECOMMENDATIONS) SHALL NOT BE CONSIDERED AS WARRANTY OR REPRESENTATION OF SELLER. THE EXPRESS REPRESENTATIONS SELLER MAKES TO BUYER IN CLAUSE 8 a) ARE THE ONLY REPRESENTATIONS SELLER MAKES. ANY OTHER WARRANTIES AND REPRESENTATIONS, BE IT BY LAW, EXPLICIT OR IMPLICIT, ARE TO THE EXTENT POSSIBLE UNDER APPLICABLE LAW EXCLUDED. BUYER IS RESPONSIBLE FOR CARRYING OUT APPROPRIATE TESTING REGARDING THE SUITABILITY OF THE GOODS OR WORKS OR SERVICES FOR BUYER'S PARTICULAR PURPOSES AND PROCESSING CONDITIONS.

9. Buyer's Claims

a) Claims shall be valid only if made substantiated indicating the reasons in writing within three (3) working days for dry Goods, twelve (12) working hours for wet Goods, and three (3) working days for works, services or any other 'Goods' (as defined above), respectively, each from the time of delivery. In default of such timely notice, the corresponding deliveries and/or performances shall be deemed to have been accepted by Buyer.

b) Seller shall be entitled, at its discretion, to inspect or have inspected the objected Goods at Buyer's premises, and/or to require Buyer to send a sample of the objected goods to Seller within reasonable time.

c) Buyer shall keep the objected Goods separate from other goods in their original condition and not use them.

d) No Claim for non-compliance with the represented specifications or shortage in quantity of any individual delivery shall be valid after the delivered Goods have been mixed with other goods or used in the production process of Buyer or Buyer's customers. For the purposes of these Terms, "**Claims**" means any claims, demands, causes of action, legal actions, proceedings, judgments, awards, damages, losses, costs, expenses, fines, penalties, litigation costs, reasonable attorney's fees, regress claims and any other liability.

e) Subject to timely complaint and compliance with the above provisions by Buyer, Seller, at its option, shall either replace the nonconforming Goods with Goods that conform to the current specifications, or improve the Goods, or reduce or refund the price. Buyer shall, upon Seller's instruction, return the nonconforming Goods to Seller in their original condition or dispose them. It is understood that this shall be Buyer's sole Claim.

10. Limitation of Liability

UNLESS SELLER CAUSED A DAMAGE BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL SELLER, ITS AFFILIATES, AUXILIARY PERSONS, SUBCONTRACTORS, AND THEIR EMPLOYEES AND DIRECTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ANY LOSS OF PROFITS, OPPORTUNITIES, REVENUES, AND ANY REPUTATIONAL DAMAGE, AND ANY OTHER DAMAGE, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF REPRESENTATIONS AND WARRANTIES, TORT OR OTHERWISE.

11. Trademarks

In connection with further processing or other use of the Goods (including transferring into another container, repackaging, mixing, etc.), the trademarks (including, in particular, brand names, logos, etc.) are to be removed

from the delivered Goods. Any further use of such signs shall be permissible only with the prior written consent of owner of such signs.

12. Obligation to keep Records and to cooperate

(a) Buyer shall maintain complete and accurate records of all quantities of product purchased and their use.

(b) If any governmental or other competent authority or Seller issues a product withdrawal or recall or wants to communicate an information to the market, Buyer shall fully cooperate with Seller, in particular, upon and in accordance with Seller's instruction, in:

(i) promptly contacting any third party users which Seller desires to be contacted, which have received the Goods or processed products containing the Goods (hereafter the "**Users**") from Buyer,

(ii) promptly communicating to such Users any information or instructions which Seller wishes to transmit,

(iii) obtaining the removal of all Goods or processed products containing the Goods from Buyer's inventory and the inventory of Users, and/or to organize a recall, and

(iv) disposing of removed Goods.

(c) Seller agrees to reimburse Buyer for all reasonable direct out-of-pocket costs and expenses actually incurred as a result of removing of and disposing of Goods produced by Seller as requested by Seller. Seller disclaims any liability for Goods produced by third party producers, Buyer's or third parties' finished products or work in process.

13. Confidentiality

Until the end of the term of the Agreement and for a subsequent period of 5 (five) years, Buyer agrees to keep the existence of the Agreement and any information supplied to it by Seller under the Agreement and/or before the Agreement is made (including, in particular, information regarding offers, pricing, financial information, market information, customer data, data of employees, manufacturing and technical information and know-how) confidential.

14. Force Majeure

a) Non-, bad-, or late-performance of Seller shall be excused to the extent that performance is rendered impossible or prevented or hindered or is delayed by an event of force majeure, governmental act, or change of circumstances beyond the control of Seller (e.g. war and war like activities, revolution, terrorist act, strike, environmental catastrophe, geological implications, epidemics, pandemics, implementation of new economic restrictions/sanctions, economic collapse, collapse of currency, non-, bad-, or late-performance of Seller's own suppliers, service providers and (sub-)contractors, explosions, fire, collapse of infrastructure, cyber incidents or attacks, IT systems failure, shortfalls/shortages of any kind, etc.). Seller shall (i) immediately inform Buyer accordingly, and (ii) resume performance of its obligations under the Agreement within reasonable time after such causes are removed.

b) In case performance by Seller of any of its obligations under the Agreement is rendered impossible by any of the above events, the Parties agree to negotiate in good faith their respective affected obligations.

15. Miscellaneous

a) Assignment. Except as per Clause 3 above, neither Party shall have the right, without the prior written consent of the other Party, to assign, transfer or dispose of, in whole or in part, its respective rights, claims and obligations under the Agreement.

b) Modifications and Amendments. Any modifications and/or amendments of the Agreement, including of this Clause, shall be valid only if made in writing and signed by both Parties, whereas the signed documents can be exchanged physically or electronically.

c) Severability. Should any provision of the Agreement be held unenforceable or in conflict with the applicable laws, then the invalid or unenforceable provision shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such provision in a valid and enforceable manner, and the remainder of the Agreement shall remain binding upon the Parties. This Clause shall apply by way of analogy if the Agreement is incomplete.

d) Compliance with laws and Trade Control. Buyer undertakes that in connection with the use of the Goods (including end use thereof) and the performance of the Agreement, Buyer and those under its control shall comply

at all times with all applicable laws, rules and regulations of all relevant jurisdictions, including those relating to product safety laws and to the export or import of goods including economic sanctions or embargos imposed by the United Nations and other international and national bodies (hereafter collectively the "**Regulations**"). Seller is relieved from its supply/performance obligations in case these would constitute an infringement of such Regulations.

16. Applicable Law and Jurisdiction

a) These Terms and the entire business relationship between Seller and Buyer shall be subject to the applicable law at the domicile of Seller, giving no effect to the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

b) The competent court at the domicile of Seller shall have exclusive jurisdiction, except that Seller has the right to initiate legal proceedings concerning outstanding payments before the competent court at the domicile of Buyer.

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