



THE GENERAL TERMS AND CONDITIONS of EXPORT SALE

LCY CHEMICAL CORP. as Seller hereby confirms the export sale to the Buyer of the goods subject to the following terms and conditions. Buyer agrees and acknowledges that all contracts, sale confirmations or purchase orders made by Seller and Buyer (referred to as "Contract") shall be governed only by these terms and conditions notwithstanding any conflicting terms and conditions which may be found in any contract or other documentation issued by Buyer.

1. **Inspection:** At loading port for quality and quantity by mutually acceptable independent inspectors. Quality and Quantity shall be based on shore tank composite analysis at load port (APPLY TO BULK SHIPMENT).
2. **Quality:** Conforming to the standard Manufacturer's guaranteed export specifications. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING BUT NOT BY WAY OF LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
3. **Quantity:** As per Seller's option.
4. **Shipment:** In Seller's option. In the event that Buyer appoints any vessel to ship, Buyer shall be responsible such vessel can discharge from shore side.
5. **Maritime terms:**
 - (1) Documentary instructions for each shipment are to be provided by Buyer to Seller in due course.
 - (2) As per Asbatankvoy Charter Party Form incorporating the Hague/ Visby Rules 1971 and the York/ Antwerp Rules 1994.
 - (3) Any costs or expenses or delay whatsoever arising out of or related to security regulations or measures required by the port facility or any other relevant authority in accordance with the code shall be for Buyer's account, unless such costs, expenses or delay arise solely as a result of the negligence of the vessels owners. Any such delay shall count as laytime or, if laytime has expired, as time on demurrage. If the delay occurs before laytime has started or after laytime or time on demurrage has ceased to count, it shall be compensated by Buyer at the demurrage rate.
6. **Insurance:** To be covered by the party who is responsible stipulated the Incoterms. If Seller need to take the insurance that be covered for 110% of invoice value against Institute Cargo Clauses (A), strike & war risk.
7. **Title and Risk:** All goods furnished hereunder shall be shipped subject to the Incoterms as agreed upon in the Contract. Title and risk of loss shall pass from Seller to Buyer in accordance with the Incoterms.
8. **Payment:** As per the terms and conditions stipulated in the Contract. In the event that the payment date falls due on a Saturday, Sunday or non-banking day, payment to be effected on the preceding banking day prior due date.
9. **Claims:** In the event of any claim, Buyer must give written notice to Seller within thirty (30) days of discovery of the facts alleged to justify such claim and, in any case, Seller shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within the period of goods guarantee.
10. **Force Majeure:** Neither party shall be liable in damages or otherwise for any failure or delay in the performance of this Contract, where such failure or delay is caused by force majeure being any event, occurrence or circumstance reasonably beyond the control of that party, including without prejudice to the



generality of the foregoing, acts of god, fires, floods, wars (whether declared or undeclared), riots, delays of the carriers of the sea, embargoes, accidents, restrictions imposed by any governmental authority and any other cause beyond the control of either of the parties.

11. **Limitation of Liability:** Notwithstanding anything to the contrary herein, in no event shall either party or any of its affiliates, subsidiaries, or representatives be liable to the other party for incident, consequential, indirect, special, or punitive damages. Seller shall not be liable for any event outside of Seller's control. Seller's liability to Buyer for any claims or damage arising out of or connected to this contract shall not exceed the purchase price of the applicable goods provided hereunder.
12. **Compliance:** Except as provided in this Contract, the parties shall abide by the laws, regulations and methods where such party's location, including but not limited to intellectual property rights, personal information, honest and fair transactions, anti-money laundering, and sanction. Each party should understand and comply with the statutes of the place where the goods are used and stored. Any party who violates any of the above-mentioned laws or regulations in a commercial activity and causes damages to the other party, such party shall be liable for compensation.
13. **Personal information protection:** The parties agree and acknowledge that to prevent harm on personality rights, and to facilitate the proper use of personal information, each party collects, processes and uses of personal information shall comply with the laws, regulations and other forced laws related to the personal information protection, including but not limited the Personal Information Protection Act where LCY CHEMICAL CORP. is located.
14. **Anti-bribery and Sanction:** Buyer hereby fully understands and agrees that Seller engages in commercial activities based on the principle of fairness, honesty, and transparency. For the purpose of prevention and suppression of unethical misconduct, financing of terrorism, financing of proliferation of weapons and risk management, Seller will not condone any form of misconduct, wrongdoing or unlawful conduct and will strictly comply with the measures under all applicable Anti-Money Laundering and Counter Financing of Terrorism laws and regulations ("AML/CFT"). Buyer hereby undertakes and warrants this provision specified below, and also agrees that these terms and conditions shall be automatically applicable to the existing and future branches, affiliates, offices and other business organizations established by Seller (collectively, "LCY GROUP"):
 - I. Buyer shall not violate all respects with the applicable international and national anti-bribery or anti-corruption laws and shall promise to comply with the LCY Ethical Corporate Management Best Practice Principles and that any violation thereof will be a material breach of its obligations under the Contract.
 - II. Buyer has carefully reviewed and fully understood LCY GROUP's AML/CFT Policy (www.lcycic.com/en/sustainability/policy/trade-sanctions-compliance-policy) and relevant regulations.
 - III. Buyer undertakes and warrants that, during the period of transaction with Seller, Buyer itself, any of Buyer's subsidiaries, branches, affiliates, offices or other business organizations, or any of the shareholders, board of directors, managers, employees, consultants, and agents of the said entity (collectively, "Related Parties"), are not:
 - (i) sanctioned individual or entity, which is listed or managed by or subject to enforcement of US Department of the Treasury's Office of Foreign Assets Control, US Department of State, United Nations Security Council, European Union, Her Majesty's Treasury, Chinese Ministry of Public Safety List, or any Government in which any entity of LCY GROUP is located in or governed by (the "Sanction"), and are not a party owned or controlled by the said individual or entity; or
 - (ii) located, established, or domiciled in a country or region of which the Government is sanctioned, including, but not limited to Crimea Region, Cuba, Iran, North Korea, Sudan, and Syria. (collectively,

"Sanctioned Person").

- IV. Buyer will not, directly or indirectly, by utilizing, lending, donating or in other manners, provide funds or goods, obtained by any contract or agreement with Seller, to Buyer's Related Parties or business partners, to finance (i) any activity, commercial act, person or entity of Sanctioned Person, or (ii) any act that may result in a violation of economic sanctions by any person, including, but not limited to banks, advisers, investors or any other third parties.
 - V. Buyer agrees, to the extent permitted by the applicable laws (including, but not limited to AML/CFT laws and regulations), Seller has the right to take relevant measures, including, without limitation of, the examination, investigation or report on a regular or non-scheduled basis, to Buyer and/or any and all its Related Party, and Buyer commits to fully cooperate with and offer assistance to Seller relating to said measures; Buyer further agrees, as requested by Seller, to provide Seller with full description and relevant supporting documents of any raw materials, machines, equipment or sources of fund in connection with its transaction with Seller.
 - VI. Seller has the right to transfer, store, collect and disclose the relevant information in connection with (i) suspicious person engaging in money laundering, suspicious Sanctioned Person and (ii) any transaction between Buyer and Seller or (iii) Buyer itself or its Related Party, among Seller, members of LCY GROUP and/or any party under applicable laws or approved by competent authorities ("Receiving Party"), for the purpose including, without limitation of, offering services, data processing, statistics or risk analysis; furthermore, in the event that Seller deems it necessary, e.g., needs of risk control, involvement of unlawful conduct, suspicious money laundering transaction, suspicious financing of terrorism, or financing proliferation of weapon, Seller has the right to suspend any and all transaction with Buyer, and to terminate any and all transaction or relationship with Buyer, depending on the abovementioned circumstances.
 - VII. In the event that there is an activity or likelihood that Buyer constitutes a violation of this provision, Seller has the right, in its sole discretion, to terminate all existing transaction and/or relationship with Buyer, including, but not limited to decline delivery or cancel purchase order. Buyer shall be responsible for any and all relevant civil and criminal liabilities relating to all damages incurred by Seller, including, without limitation of attorney fee, claims raised by third party, fines or penalties, settlement and/or reputational damages.
 - VIII. In the event that there is a likelihood that Buyer considers itself or any Related Party violating the applicable laws or this provision, Buyer shall voluntarily report to the competent authority where Buyer is located, as well as Seller through the following channel (Email: gm@lcygroup.com).
15. **Secrecy:** All terms and conditions of the Contract are to be kept strictly private and confidential by all parties concerned. In the event of violating foregoing, the defaulting party is responsible for all expenses, losses and/or damages incurred thereby.
 16. **Laws:** This Contract and any execution related to the Contract shall be governed, construed, interpreted and operated in accordance with the laws where Seller is located, without regard to the conflicts of law principles.
 17. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
 18. Each party shall not delegate any duties or assign any rights or claims under the Contract without other party's prior written consent and any such attempt at delegation or assignment shall be void.
 19. This General Terms and Conditions will be made a part of the Contract. Any agreement that contradict to this General Terms and Conditions of Export Sale shall have no effect unless expressly agreed in writing by Seller.