

GENERAL TERMS AND CONDITIONS OF SALE

Article 1 DEFINITIONS

Unless the context otherwise requires-

"Place of loading"	means the Seller's mill in Amsterdam, or such other place as the Seller notifies.
"Product"	means the talc or other mineral more particularly described in the Seller's Specifications.
"Purchaser"	means the party specified in the Special Conditions, its successors in title and permitted assigns.
"Sales Contract"	means these General Terms and Conditions of Sales as amended by the Special Conditions.
"Seller"	means Elementis Minerals B.V. of Kajuitweg8, 1041 AR Amsterdam, The Netherlands, its successors in title and assigns.
"Shipment"	means the quantity of Product provided by the Seller pursuant to an order by the Purchaser.
"Special Conditions"	means the written terms and conditions endorsed upon the face of this Sales Contract or otherwise incorporated by express reference therein.
"Data Protection Legislation"	all applicable data protection and privacy legislation in force from time to time including, but not limited to, the General Data Protection Regulations ((EU) 2016/679) (the "GDPR"), the laws implementing the GDPR, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), as amended or replaced, and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), as amended or replaced.

Article 2 SALES CONTRACT

Receipt of an order from the Purchaser, or any agent or representative of the Purchaser shall constitute an offer on the part of the Purchaser incorporating these terms and conditions.

This Sales Contract contains the entire agreement between the Purchaser and the Seller, superseding all previous negotiations, communications, representations, agreements, arrangements or understandings howsoever occurring (written or oral). The Sales Contract may not be modified except by written agreement expressed to be a modification hereof. Local, general or trade customs or practices not expressly or in fact adopted by the parties herein shall not apply to, or modify the Sales Contract. In case of any, or any possible, conflict between the Special Conditions shall prevail over these General Terms and Conditions of Sale to the extent of any such conflict.

SALE AND PURCHASE TERMS

Article 3 PRICE

All prices quoted by the Seller or state in the Seller's price list are effective as at the date on which the price is quoted and are subject to alteration without notice to the Purchaser. All prices are exclusive of any delivery costs and government charges which, if applicable, will be for the Purchaser's account.

Article 4 PAYMENT

All accounts are due and payable in accordance with the Special Conditions. The Purchaser shall be in default if payment in full is not made by the due date and, without limiting any other rights of the Seller, the Purchaser shall pay to the Seller, by way of liquidated damages, simple interest on the amount outstanding or on so much thereof as remains outstanding calculated from the due date of payment until payment is made in full. The annual rate of such interest shall be the sum of the average (as certified by a responsible officer of the Seller) of the Seller's overdraft rate from the due date of payment until the date of payment in full plus 2%. In addition the Purchaser shall bear any costs of collection incurred by the Seller in respect of any overdue amount.

Article 5 CLAIMS

It is the responsibility of the Purchaser to verify for itself at the time of supply of the Product that the quantity, quality and type of Product supplied is in accordance with the Purchaser's order. Any claim for short or wrongful supply of goods must be notified by the Purchaser to the Seller at the time of supply of the Product. Within 14 days thereafter full particulars and substantiation of the claim shall be made by the Purchaser in writing to the Seller. Any claim which the Purchaser does not notify or substantiate within the time mentioned above shall be deemed to have been absolutely waived.

Article 6 PRODUCT SPECIFICATIONS

The specifications for the product shall be stated in the Special Conditions. No warranties, whether express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose implied conditions or warranties arising from statute, trade usage, course of dealing or course of performance are given by the Seller with respect to the talc or otherwise in connection with this Sales Contract.

Article 7 IMPLIED TERMS AND INDIRECT LOSS

The Seller's liability or obligation in respect of any claims or damage loss or expense of whatever kind (including consequential, special, economic or contingent damage, loss or expense) caused directly or indirectly by or in respect of any or all the Product in a shipment shall be limited solely to reimbursement of the Purchase Price for that shipment or pro rata for part thereof where the claims arises in respect of part of the shipment.

Article 8 DELIVERY

Unless otherwise expressly agreed by the Seller in writing the Product will be supplied ex the Place of Loading with Purchaser to arrange for delivery. Any time of date quoted by the Seller for availability of the Product ex - the Place of Loading is an estimate only and the Seller shall not be liable for any loss or damage howsoever arising as a result or consequence of any failure to supply or part of the Shipment on a particular date or at a particular time.

If the Seller determines that it is, or may be, unable to supply within a reasonable time, or at all, this Sales Contract may be cancelled by the Seller. In the event of cancellation by the Purchaser shall have no claim against the Seller for any damage, loss, cost, or expense whatsoever. The Purchaser shall not be relieved of any obligation to accept or pay for the Product by reason of any delay in supply.

Article 9 PROPERTY AND RISK

Property in a Shipment or any part of a Shipment shall not pass from the Seller to the Purchaser until the Purchaser has paid for it in full.

Until such time as the Product has been paid for in full, the Purchaser shall hold the goods as bailee for the Seller. The risk of loss of, or damage to, the Product, or third party damage arising from the carriage, storage or use of the Product shall pass to the Purchaser upon supply.

Article 10 INSURANCE

As risk to the Product passes in accordance with clause 9 above, it shall be the responsibility of the Purchaser to arrange for the insurance of the Shipment.

Article 11 TAXES AND DUTIES

All taxes and duties, present or future, levied or charged in any country in respect of the Product sold and purchased under this Sales Contract or any commercial documents arising from or in respect of its performance, shall be paid and borne in full by the Purchaser in addition to the Purchase Price, unless otherwise agreed by the parties.

Article 12 FORCE MAJEURE

Each party is relieved of the liability to perform such of its obligations under this Sales Contract as it is unable to perform due to the existence of Force Majeure . In this clause "Force Majeure" means any act of government (including the imposition or variation of any law, rule,

Article 13 CONFIDENTIALITY

The terms and conditions in this Sales Contract are confidential to the parties and may not disclosed (except required by law) to any third party except with the prior written consent of the other party.

Article 14 SEVERABILITY

Any provision in this Sales Contract which is illegal, void or unenforceable, shall be severable provided the rights and/or obligations and/or liabilities of the parties are not substantially altered. Following severance the Sales Contract shall be read and construed as if such severed provisions were not contained herein .

Article 15 NOTICES

All notices, requests and other communications (documentary or otherwise) shall be in the English language, and may be served by

order, ordinance or regulation) accidents, fires, insurrections, wars, strikes, natural disasters, labour disputes, sabotage and any other circumstance beyond the reasonable control of the party claiming benefit of this clause.

post, telex or facsimile transmission on the other party at the address specified in the special Conditions. Communications given shall be deemed received on the date on which they would normally have delivered in the ordinary course of transmission or post.

Article 16 DATA PROTECTION

If and to the extent that the Seller processes any **personal data** of the Purchaser in connection with the Sales Contract, it is intended that the Purchaser will be the **data controller** and the Seller will be a separate **data controller**. Both Parties shall comply with the applicable Data Protection Legislation to their respective processing activities at the relevant time.

All terms in bold in this clause shall have the meaning given to them in the Data Protection Legislation.