General Terms of Sale and Delivery

(effective as of 10 October 2026)

1. General Provisions

(1) Unless otherwise agreed, these General Terms of Sale and Delivery apply to all transactions under which the Seller (as defined below) offers, sells and delivers goods and/or services (collectively "Goods" or "Products") to the buyer ("Buyer"), and shall form an integral part of the transaction contracts. Any purchasing conditions or other reservations made by Buyer that conflict with or deviate from these General Terms of Sale and Delivery shall not be effective unless Seller has expressly accepted such purchasing conditions or reservations in writing in respect of a specific transaction.

(2) The Seller shall refer to Zhejiang Cenway Materials Co., Ltd. (“Zhejiang Cenway”) and its affiliates. Zhejiang Cenway’s affiliates shall mean any company or entity that directly or indirectly controls Zhejiang Cenway, is controlled by Zhejiang Cenway, or is under common control with Zhejiang Cenway. "Control" shall mean: (a) the direct or indirect ownership of at least fifty percent (50%) of the voting equity of such entity; or (b) the power to appoint at least fifty percent (50%) of its directors; or (c) otherwise having the absolute power to direct the management and policies of such entity.

2. Formation of the Agreement

(1) Unless otherwise stated, any quotation provided by the Seller in any form shall not be binding on the Seller and shall constitute merely an invitation to the Buyer to place an order. All quotations issued by the Seller are revocable.

(2) An agreement shall be concluded between the parties upon the earliest of (a) conclusion of a written agreement signed by both parties, (b) The Seller issuing an order confirmation, or (c) the Seller fulfilling the order. Any orders submitted by the Buyer are requests and do not bind the Seller in any way. The Seller is under no obligation to accept an order.

3. Products and Prices

(1) Product grades, specifications and quantities shall be as set out in the agreement.

(2) Unless otherwise agreed in writing by both parties, the interval between the conclusion of the order and the actual shipment date shall be no longer than one (1) month; otherwise, the Seller shall have the right to adjust the unit price of the Products or cancel the entire order or any part thereof.

(3) Prices for the Products shall be paid by wire transfer (bank transfer). Settlement of the payment in banker’s acceptance draft or letter of credit requires prior consent of the Seller.

(4) Where the Seller has reason to doubt the Buyer’s solvency or creditworthiness and the Buyer fails to make an advance payment or provide the Seller with the requested security, the Seller shall have the right to cancel the unperformed portion(s) of the order.

(5) Where payment has been agreed in a currency other than Chinese Yuan (CNY), the Seller reserves the right to reduce or increase the amount agreed in the order, with the result that, when converted into CNY, the amount stated in the invoice shall be equivalent to the CNY value obtained by converting the amount agreed at the time the order was concluded.

4. Payment

(1) Payment shall be deemed to have been made only when the funds have been credited to the Seller's account. Unless otherwise agreed in writing, any invoice shall be due and payable within thirty (30) calendar days of the date of such invoice. If the parties agree on an advance payment, the Buyer shall make the advance payment within five (5) business days from the date of signing of the order.

(2) If the Buyer fails to pay the amount due on time and in full after the expiry of the payment deadline, the Buyer shall be in default. In the event of default in payment, the Seller shall be entitled to take one or more of the following measures: (a) to unilaterally change the agreed method of payment to advance payment by giving appropriate notice in writing; (b) to suspend delivery of the relevant Goods to the Buyer; (c) to require the provision of security by a third party as a condition precedent to the resumption of delivery of Goods; (d) to amend the price and/or quantity under the order; or (e) to terminate the order after setting a reasonable period, in which case any advance payment already made by the Buyer shall not be refunded. The Seller reserves the right to apply any payment received in the following order of priority towards the oldest outstanding invoices and the interest and costs incurred thereon: costs, interest and principal.

(3) The Buyer shall not make any deduction from any payments. The Buyer may set off its claims against amounts due only where such claims are undisputed or have been mutually agreed.

5. Delivery

(1) Unless otherwise agreed by the parties, the delivery date shall be the date on which the Goods leave the Seller’s plant or warehouse. The Seller shall make reasonable efforts to effect delivery as early as possible. Where the parties have agreed upon a delivery period, such period shall commence from the execution date of the order; where delivery is to be made against advance payment, such period shall commence from the receipt date of payment. Unless the parties have expressly agreed in writing upon a fixed delivery date, the date committed by the Seller for the supply of Goods shall be an estimated date only.

(2) Where the Seller delivers the Goods, delivery shall be deemed complete upon the Goods arriving at the location designated by the Buyer, and the Buyer shall be responsible for unloading and warehousing. Where the Buyer collects the Goods, the place of delivery shall be the Seller’s plant, and delivery shall be deemed complete upon completion of loading by the Seller. The Buyer shall designate transport vehicles that meet the Seller’s transport requirements to the Seller’s plant for loading. The risk of loss, damage or destruction of the Goods shall pass to the Buyer at the time of delivery.

(3) The provision of packaging including oil and water tanks and tank containers by the Seller shall be determined according to the special conditions, and the actual delivered quantity shall allow for reasonable variation (±0.3% of the shipment quantity). If either party considers that the actual quantity delivered exceeds the tolerance range referred to above, the parties shall negotiate to resolve the matter.

(4) The Buyer shall be obliged to take delivery of the Goods and to take all actions reasonably expected of the Buyer in order to enable the Seller to make the delivery as agreed. In the event the Buyer breaches this obligation, the risk in the Goods shall, irrespective of the trade term or mode of delivery applicable, pass to the Buyer at the moment of such breach and all costs incurred by the Seller in connection with the delivery, as well as any further costs of transport, safekeeping and storage shall be borne by the Buyer.

(5) Any request by the Buyer to change the performance period or any other date shall be legally effective only upon the Seller's written consent, and any additional costs arising therefrom shall be borne by the Buyer.

6. Acceptance and Warranty

(1) The Buyer shall promptly inspect the Goods upon receipt for their markings, quantity/weight, packaging and transport damage. If the Buyer has any objection to the Goods, it shall notify the Seller in writing within five (5) days after receipt of the Goods, together with the order number, batch number of the relevant Goods, and preliminary evidence of the Buyer's belief that the Goods fail to meet the delivery requirements or are damaged.

(2) The Buyer shall notify the Seller in writing of any latent defects immediately upon discovery (and in any event no later than six (6) months after delivery of the Goods). The burden of proof that a defect constitutes a latent defect shall rest with the Buyer.

(3) Unless otherwise agreed, the acceptance criteria shall be based on the quality specifications provided by the Seller. If any Goods fail to conform to the agreed quality specifications, the Seller shall, at its own expense, collect the non-conforming Goods and replace them free of charge with Goods that conform to such specifications. If the replacement Goods are still defective, the Buyer may cancel the order with respect to the defective portion(s) or the parties may mutually agree to a reduction in the purchase price. These shall constitute the Buyer's sole and exclusive remedies in respect of the Goods that do not conform to the specifications.

7. Shipment

(1) Unless otherwise agreed in the order, the Seller reserves the right to choose the route and the mode of transport. Any additional costs resulting from special shipping requests made by the Buyer shall be borne by the Buyer. Unless prepaid freight has been agreed, the Buyer shall also bear any increase in freight charges incurred after the conclusion of the order, additional costs arising from changes in the shipping route, storage charges, etc.

8. Retention of Title

(1) Title to the Goods shall pass to the Buyer upon the Seller's confirmation of receipt of

full payment for the Goods from the Buyer.

9. Properties of Goods, Technical support

(1) As a general rule, the properties of the Goods shall be limited to those stated in the Seller's product descriptions, specifications and labels. Public statements, claims or advertisements shall not be deemed to constitute information regarding the properties of the Goods.

(2) Technical advice provided by the Seller verbally, in writing or by way of trials is provided in good faith but without warranty, and this shall also apply where ownership rights of third parties are involved. The Seller's technical advice shall not release the Buyer from the obligation to test the Products supplied by the Seller as to their suitability for the intended processes and uses. The application, use and processing of the Products are beyond the Seller's control and therefore entirely the Buyer's responsibility.

10. Collection of Packaging Containers

(1) The packaging containers used to deliver the Goods and provided by the Seller are rented by the Seller for repeated use (the "Packaging Containers"), and title to the Packaging Containers remains with the Packaging Container supplier. The Packaging Containers shall be collected uniformly by the Packaging Container suppliers. Upon receipt of the Goods, the Buyer shall promptly notify the Packaging Container suppliers to arrange collection in accordance with the relevant order and the Packaging Container supplier's requirements and instructions. The Buyer shall return the Packaging Containers as required within the agreed period. Unless otherwise agreed in writing by the parties, the maximum period from the date on which the Buyer receives the Goods to the actual collection of the Packaging Containers shall be fifty (50) days (excluding the 50th day). Requirements for the use of the Packaging Containers, operating instructions and collection guidelines are available at https://www.cenwaymaterials.com/en/documents-17.html.

(2) The Buyer shall exercise reasonable care to maintain the Packaging Containers in good condition during the period for which the Buyer is responsible for them, fair wear and tear excepted. If (a) the Buyer fails to notify the relevant party in a timely manner to arrange collection, resulting in the Packaging Containers being retained beyond the permitted period or being deemed lost (including where the period from the date on which the Buyer receives the Goods to the actual collection of the Packaging Containers exceeds ninety (90) days (excluding the 90th day)); (b) the Buyer uses the Packaging Containers for any other purpose or outside the designated delivery location specified in the relevant sales order; or (c) the Packaging Containers are damaged, lost or destroyed due to the Buyer's negligence, fault or misconduct during the period for which the Buyer is responsible for them, the Buyer shall indemnify the Seller against any losses suffered or additional costs or expenses incurred by the Seller therefrom. Such losses shall be the higher of: (a) the compensation amount specified in the relevant sales order; or (b) the applicable compensation charges set out in the packaging container supplier's compensation schedule. The Seller shall be entitled to deduct such amounts directly from any sums

payable by the Seller to the Buyer. If such sums are insufficient to cover the full amount due, the Seller shall be entitled to recover the outstanding balance from the Buyer.

11. Intellectual Property Rights

(1) The Seller grants no rights or licenses to the Buyer with respect to any of its intellectual property rights, including but not limited to patents, trademarks, copyrights, designs, trade secrets, know-how and software. The Seller retains all ownership and intellectual property rights in all documents, materials and other items delivered by the Seller to the Buyer, including but not limited to quotations, product catalogues, price lists, product descriptions and specifications, samples, as well as other physical and/or electronic documents, information and software.

(2) In the event of any third party claim against the Buyer for infringement of intellectual property rights arising directly from the use of the Goods as supplied by the Seller to the Buyer, the Seller may, at its own expense, conduct any subsequent litigation and all negotiations for settlement of the claim. The Seller shall bear the costs of any payment (either by way of a lump sum or continuing royalty payments) to be made in settlement or as a result of an adverse judgment against the Seller in the event of litigation. The benefit of this Section 11/(2) is granted to the Buyer by the Seller only in the event that the Buyer (a) gives the Seller prompt written notice of any such claim, or of any action threatened or brought against the Buyer, (b) takes all reasonable measures to mitigate any losses or damages incurred as a result of the claim, (c) makes no admission of liability and does not take any other action in connection therewith, (d) permits the Seller to handle the defense or settlement of the claim as set forth above, and (e) provides the Seller with all reasonable information, cooperation and assistance in connection with the handling of the claim. In addition, if the return or destruction of the infringing Goods and/or the cessation of use of any affected services is made a condition of any settlement by the Seller or any judgment against the Buyer, the Buyer shall, as applicable, return or destroy all infringing Goods still under its control and cease using any affected services. The foregoing states the Seller's entire liability and the Buyer's exclusive remedies for intellectual property claims with respect to the Goods.

(3) The foregoing liability and indemnity shall not apply to any customized or semi-customized Products or components supplied by the Seller in accordance with the Buyer's specifications. Any indemnity for intellectual property claims in respect of such customized or semi-customized Products shall be subject to a separate written agreement between the parties.

(4) Without the Seller's prior written consent, the Buyer shall have no right to use the Seller's trademarks, on any Products produced or processed therefrom, on the packaging therefor, or in any related printed matter or advertising materials. The supply of Goods by the Seller to the Buyer shall not be deemed to constitute consent to the Buyer's use of any trademark associated with such Products.

12. Indemnity

(1) The Seller shall not be liable for any loss suffered by the Buyer as a result of third

party claims, or any indirect damages suffered by the Buyer (including, without limitation, loss of profits, goodwill, business opportunities or anticipated cost savings), whether arising from negligence, breach of contract, misrepresentation or otherwise.

(2) The entire liability of the Seller under or in connection with the supply of the Goods, whether in negligence, breach of contract, misrepresentation or otherwise, shall in respect of each occurrence or a connected series of occurrences be limited to the cost of the defective, damaged or undelivered Goods which give rise to such liability as determined based on the net price invoiced to the Buyer. All claims arising from the same or similar defects shall be treated as a single event for the purposes of this section.

(3) The foregoing limitations of liability shall not apply to liability for damages arising from death, personal injury or harm to health. Nothing in this section shall affect the application of any mandatory statutory liability provisions.

13. Force Majeure, Impediments to Performance

(1) In the event of any force majeure, including but not limited to unforeseeable disruptions to production, traffic or transportation, war, acts of terrorism, fire, flood, unforeseeable shortages of labor, public utilities, raw materials or supplies, strikes, lockouts, government orders, or any other impediments beyond the reasonable control of the party affected, which result in a reduction in, delay or prevention of production, transportation, receipt or use of the Goods, or otherwise render the performance of the affected party's obligations unreasonable, such party shall be relieved, for the duration of the force majeure event, of its obligation to supply or receive the Goods and make or receive payment, as applicable. If, as a result of such impediments, the supply and/or receipt of the Goods is delayed for more than sixty (60) days, either party shall be entitled to terminate the relevant order. If the Seller's suppliers are unable to supply the Seller, in whole or in part, the Seller shall have no obligation to procure the relevant Goods from alternative sources. In such circumstances, the Seller shall be entitled to allocate the available quantities of the Goods among its customers, taking into account its own requirements.

(2) The parties shall negotiate in good faith for modifications to the agreement especially regarding price revisions, if it becomes difficult for the Seller to perform the whole or part of the transaction due to an event beyond the Seller's reasonable control, such as major changes in production, labor and transport costs, general price list increases, exchange rate fluctuations, changes in law or applicable engineering standards, necessary suspensions or modifications of the deliveries as well as any further changes beyond the Seller's sphere of influence. If an agreement concerning such modification is not achieved within one (1) month after the Seller's notification to the Buyer, the Seller may terminate the agreement with immediate effect, without prejudice or penalties of any kind, and without the need to follow Section 17 Termination.

(3) Nothing in this Section 13 shall relieve the Buyer of its payment obligations in respect of the Goods received by it.

14. Compliance with Laws

(1) The Buyer shall at all times comply with all applicable laws and regulations, including but not limited to laws and regulations on anti-bribery, anti-trust, data protection, anti-corruption, environmental compliance, and export control.

(2) The Buyer acknowledges that the Goods and any related information, software or technology, may be subject to the export control laws, rules and regulations of the European Union, United States of America, and any other relevant country. The Buyer agrees and warrants that it will comply with all applicable international and national export control laws and regulations and will not export, re-export, or transfer, directly or indirectly, any such Goods and/or services, information, software and/or technology (a) to any country/region subject to any anti-terrorism controls or any comprehensive sanction or embargo at the time of such activity, (b) to any party included on any government restricted party list or subject to such restrictions through its ownership structure, or (c) for any prohibited end-use described in any applicable export control regulations (including, for example, nuclear weapons, chemical/biological weapons and missiles). The Buyer shall maintain records in accordance with any applicable export control regulations and, upon request, provide the Seller with documentation demonstrating its compliance with this Section 14/(2).

(3) The Buyer shall provide the Seller with any information necessary to enable the Seller to comply with all applicable laws, regulations and rules in connection with the sale of the Goods, including any end-user certificates relating to the Buyer's customers. The Buyer represents and warrants that neither the Buyer nor any entity in its ownership structure is subject to restrictions by virtue of being included on any government list of restricted trade parties. If placing an order or making a request would cause the Seller to violate any applicable export control laws, regulations or rules, the Buyer agrees not to place such order or make such request. The Buyer agrees to promptly notify the Seller upon becoming aware of any notice of a violation of any export control laws, regulations or rules that may affect the Seller.

(4) The Buyer agrees to indemnify and hold harmless the Seller and its Affiliates against any claims, liabilities, penalties, and related costs and expenses that may be incurred by the Seller or its Affiliates arising out of or in connection with the Buyer's failure to comply with the applicable laws, regulations and rules set out in Section 14, including but not limited to such laws, regulations and rules.

15. Data Protection

(1) Where the Buyer, in the performance of the transaction contract, processes personal data of the Seller, as defined under applicable data protection and privacy laws ("Personal Data"), the Buyer shall:

(a) process Personal Data of the Seller only to the extent necessary to perform its obligations under the agreement, in accordance with the Seller's written instructions, or as required by applicable law, and not use or disclose Personal Data of the Seller for its own purposes (including sale, marketing, or profiling) beyond what is permitted by the agreement or applicable law;

(b) implement appropriate technical and organizational measures to protect

Personal Data of the Seller and promptly, and in any event within twenty-four (24) hours of becoming aware of any actual or suspected personal data breach involving personal data of the Seller, notify the Seller of any actual or suspected personal data breach involving the Personal Data and provide all information reasonably required to meet legal and contractual obligations;

(c) ensure that persons authorized to process Personal Data of the Seller are subject to confidentiality obligations, and shall not engage any sub-processor to process Personal Data of the Seller on the Buyer's behalf without ensuring that such sub-processor is subject to obligations no less protective than those set out in this Section 15, the Buyer remaining responsible for such sub-processors; and

(d) upon expiry or termination of the applicable transaction contract or sales order, or upon the Seller's written request, delete or return all Personal Data of the Seller (except to the extent and for the period that retention is required by applicable law) and provide reasonable assistance and information necessary for the Seller to comply with its obligations towards individuals and regulatory authorities under applicable data protection and privacy laws, including obligations relating to cross-border transfers where relevant.

16. Confidentiality

(1) Except as otherwise provided hereunder, all Confidential Information communicated by the Seller to the Buyer shall be kept in confidence and shall be used only for the purpose of any agreement, except:

(a) as may be necessary to comply with laws and regulations, provided that, prior to disclosure, the Buyer notifies the Seller of such requirement and cooperates with the Seller's efforts to seek a protective order or otherwise avoid or minimize the disclosure;

(b) to the extent such Confidential Information is already known to the Buyer without confidentiality obligations attached, becomes known to the Buyer without confidentiality obligations attached, or is independently developed by the Buyer without use of the Confidential Information;

(c) to the extent such Confidential Information is or becomes known to the public other than by a breach of this Section 16;

(d) to the professional advisers of the Buyer who are under duties of confidentiality; or

(e) with the prior written consent of the Seller.

(2) The Buyer shall take all reasonable measures to ensure safe preservation or storage with respect to the Confidential Information and shall obtain appropriate undertakings of confidentiality from its employees. The Buyer shall, upon request, promptly return or destroy all Confidential Information, at the Seller's option.

(3) Confidential Information means all information disclosed by the Seller to the Buyer, whether orally or in writing, that is designated as confidential or can reasonably be assumed to be confidential given the nature and character of the information and the circumstances of the disclosure. Confidential Information in any case includes the contents and existence of the agreement and the business relationship between the parties, personal data and technical information, including architecture matters,

setup documents, systems documentation, designs, drawings, and samples.

(4) The above confidentiality obligations shall be in force for five (5) years following the disclosure of Confidential Information by the Seller.

17. Termination

(1) Unless otherwise agreed, either party shall be entitled to terminate the agreement or suspend, in whole or in part, the performance of its obligations under the order by giving written notice to the other party only in the following circumstances:

(a) the other party files a voluntary petition for bankruptcy or commences any voluntary proceeding relating to insolvency, receivership, liquidation, an assignment for the benefit of creditors, or any similar proceeding;

(b) the other party becomes subject to a bankruptcy petition or any proceeding relating to insolvency, receivership, liquidation, an assignment for the benefit of creditors, or any similar proceeding;

(c) the other party commits a material breach of the agreement that (a) is incapable of remedy, or (b) if capable of remedy, remains unremedied for thirty (30) calendar days after receipt of written notice of such breach. For the purposes of this Clause, any breach of Sections 4(2),5(4), 11, 14, 15 or 16 shall be deemed to constitute an irremediable material breach, without limitation; or

(d) the other party ceases, or threatens to cease, carrying on its business in the ordinary course.

(2) The Buyer shall inform the Seller as soon as reasonably possible of any change of control with respect to the Buyer. The Seller shall have the right to terminate the agreement upon receipt of notice from the Buyer of such change of control.

18. Governing law and Dispute Resolution

(1) The agreement, the relationship between the parties, and any dispute, whether contractual or non-contractual, arising out of or in connection with the agreement, as well as any claims based on tort, shall be governed by the laws of China, without regard to its conflict of laws rules or principles or the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) Any controversy or claim arising out of or relating directly or indirectly to the agreement, not capable of satisfactory amicable resolution within thirty (30) days after written notice sent by one party to the other party setting forth with specificity any such controversy or claim, shall be finally settled as follows:

(a) if both parties have their registered office in China, the courts at the place of the Seller’s registered office shall have jurisdiction; or

(b) if the Buyer’s registered office is not within China, either party may submit the dispute to the Shanghai International Arbitration Center ("SHIAC") for arbitration in accordance with its arbitration rules then in force at the time of the application for arbitration. The place of arbitration shall be Shanghai, China.

19. Miscellaneous

(1) Unless otherwise agreed, the Buyer shall not subcontract, assign, pledge or transfer any of its rights or obligations under the agreement without the Seller’s prior written consent, which shall not be unreasonably withheld. Any such approved

subcontracting, assignment, pledge or transfer shall not relieve the Buyer of its obligations under the agreement. Without prejudice to the provisions of Section 4/(3), the Seller may, upon written notice to the Buyer, assign or transfer the agreement or any of its rights and obligations thereunder to any of its affiliates.

(2) If any provision of the General Terms of Sale and Delivery and/or the agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction or as a result of any future legislative or administrative action, such determination or action shall not affect the validity or enforceability of any other provision thereof. Any provision so held to be invalid, illegal or unenforceable shall be replaced by a provision having a similar meaning that reflects the original intent of the relevant provision to the extent permitted by applicable law.

(3) Neither the failure nor the delay by a party to enforce any provision of the agreement shall constitute a waiver of such provision or of such party's right to enforce each and every provision of the agreement.

(4) All terms and conditions of the agreement which are destined, whether express or implied, to survive the termination or expiration of the agreement, including but not limited to Sections 8, 11, 12, 16 and 18 shall survive.

(5) In case of any discrepancy or contradiction between the Chinese version of these General Terms of Sale and Delivery and any translation thereof, the Chinese version shall prevail.