

**SASOL CHEMICALS PACIFIC LIMITED (“Sasol”)
GENERAL TERMS OF SALE (the “Agreement”)**

1. CONDITIONS

1.1. The Product, Specification, price and terms of payment as well as the mode and terms of delivery shall be as specified in Sasol's written quotation and/or confirmation of order and the applicable letter of credit (if any). All such documents shall be annexures to this Agreement.

1.2. Trade terms including abbreviations referred to in the annexures mentioned in 1.1 shall be construed in accordance with Incoterms 2020, as amended from time to time.

2. QUALITY

2.1. The Product sold and purchased in terms of this Agreement shall conform to the Specification.

2.2. Certificates of Analysis provided or obtained by Sasol shall be deemed conclusive evidence of the matters stated therein.

3. DELIVERY AND RISK

3.1. Risk in respect of the Product shall pass to the Purchaser in line with Incoterms (latest edition to apply) (clause 1). Ownership in respect of the Product shall pass from Sasol to the Purchaser when the purchase price has been paid in full.

3.2. In the event that the Purchaser fails or neglects to pay the purchase price on the due date, Sasol shall have the option at its absolute discretion to recover the Product or to take legal action for the collection of the purchase price. Such Products to be stored separately to the extent possible and marked as Sasol's property, until the purchase price is paid, with Sasol being entitled to enter the premises where the Products are stored to ensure compliance. In the event that such Product is incorporated into equipment which is the property of the Purchaser, the parties agree that although the Purchaser and Sasol's Product may have mixed in the equipment, the Product to be recovered by Sasol in terms of this clause up to the quantity delivered by Sasol, will be regarded as the sole property of Sasol and where the Product has been resold to a third party that the proceeds of the sale are kept separate and held on trust for Sasol until the purchase price is paid.

3.3.1. Sasol will endeavour to dispatch the Product promptly, or within the time agreed.

3.3.2. Customs invoices, certificates of origin or other requirements shall be prepared by Sasol only on advance instructions. If the Purchaser fails to obtain import licenses or any other necessary authorisations timely, Sasol has the right to postpone delivery or to rescind this contract wholly or partially without any liability to Sasol. The Purchaser shall be liable for any losses or expenses suffered or incurred by Sasol as a result thereof.

3.3.3. For bulk shipments the Sasol Marine Terms and Conditions will apply in addition to what is contained herein and are annexed to this Agreement. For the avoidance of doubt the terms of [insert term and condition] shall prevail in the event of any contradiction between the Sasol Marine Terms and Conditions and these General Terms of Sale.

3.3.4. Sasol may deliver in instalments, in which case all terms and conditions in the Agreement that apply to delivery as a whole, shall apply to the part of the delivery so performed.

3.3.5. Sasol shall not be liable for any loss or damage which may occur as a result of delays referred to in clauses 3.4.1.

3.4.1. Clauses 3.4.1 to 3.4.4 apply if “D” Incoterms apply: (a) DAP (Delivery when goods are placed at disposal of Buyer on the arriving means of transport ready for unloading at the named place of destination), (b) DAT (Delivery when goods, once unloaded from arriving means

of transport, are placed at disposal of Buyer at a named place of destination), (c) DDP (Delivery when goods are placed at disposal of Buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination). In the case of such “D” Incoterms delivery, the following shall apply: The Purchaser shall inspect the Product(s) upon delivery. If the Purchaser considers the Product to be unsatisfactory for any reason, Sasol must be notified in writing within seventy two (72) hours of the date of delivery. Failure by the Purchaser to give timely said notice shall constitute a waiver by the Purchaser of all claims with respect to the said Product. Sasol shall be entitled to verify the Purchaser's results regarding the quality of the Product and in the event of a dispute regarding the quality of the Product, the Certificate of Analysis provided by an independent 3rd party shall be deemed conclusive evidence of the quality of the said Product.

3.4.2. Should the Purchaser fail to give such notice, the Product shall conclusively be presumed to be in all respects in accordance with the Agreement and free from any defect.

3.4.3. In the event that Sasol is satisfied that the Product is not in accordance with the Agreement, Sasol may elect at its sole discretion to replace such quantity of Product which does not conform to Specification by an equal quantity of Product or alternatively refund the purchase price to the Purchaser against return of the Product or refund the purchase price less the best value at which the Product can be disposed of.

3.4.4. All claims against Sasol shall be deemed to have been waived unless made in writing to Sasol within seventy two (72) hours from the date of delivery of the Product to the Purchaser.

4. PAYMENT

4.1. Sasol's term of payment is cash with order unless otherwise agreed to in writing prior to delivery.

4.2. Payment shall be made in United States Dollar (USD) unless otherwise agreed to in writing.

4.3. All payments to be made by the Purchaser to Sasol hereunder, shall be made gross and without deduction of any type whatsoever in respect of taxes, withholdings or otherwise.

4.4. If payment is to be made by Letter of Credit (“L/C”) the Purchaser shall establish an L/C in a format acceptable to Sasol. The L/C shall be confirmed and irrevocable, without recourse and unrestricted and through a first-class bank satisfactory to Sasol.

4.5. Sasol shall be entitled to claim interest at 1.5% (one point five per centum) per month on any statement which is not paid on or before the due date unless otherwise agreed to in writing.

4.6. Purchaser creditworthiness: On a periodic basis or upon request, Sasol may request Purchaser to furnish its most recent, preferably audited, annual or quarterly financial statements to include a consolidated balance sheet, income statement, cash flow statement, auditor's opinion and management discussion notes. This information will be used to determine Purchaser's creditworthiness for payment terms. Payment terms may be modified at Sasol's sole discretion, based on a determination of financial wherewithal by Sasol.

5. INDEMNITY

The Purchaser indemnifies Sasol and holds Sasol harmless against any claims or actions resulting from:

5.1. any unauthorised representations or Product warranties made by the Purchaser.

5.2. the negligent or malicious acts of it or its employees or contractors regarding the Products or the use of the Products.

**SASOL CHEMICALS PACIFIC LIMITED (“Sasol”)
GENERAL TERMS OF SALE (the “Agreement”)**

5.3. any loss, damage or liability resulting from, or arising out of the use, transport or storage of the Products after they have been delivered to the Purchaser in accordance with this Agreement. Purchaser acknowledges that it is familiar with characteristics and inherent dangers of the Product.

5.4. claims by third parties for damage, death or injury arising from the Purchaser’s failure to provide them with information in respect of, but not limited to, inherent dangers, correct use, storage of the Product.

5.5. breach by the Purchaser of these General Terms of Sale or breach of the Marine Terms and Conditions giving rise to payment by Sasol of any amount to any party.

6. LIABILITY

6.1. Sasol has not and does not give any warranties in respect of the Products or their use, and all warranties implied by law are expressly excluded. The Purchaser waives any claim for loss, damage or liability which it might have against Sasol arising from, but not limited to, claims based on the Products not being suitable for the Purchaser’s purposes.

6.2. Notwithstanding anything herein or elsewhere contained, but subject to clause 6.3 below, Sasol shall not be liable, whether in contract or in tort, for loss of profit or goodwill, loss of production or revenue or loss of market share or any type of indirect or consequential loss whatsoever (including loss or damage suffered by the Purchaser as a result of an action brought by a third party) even if such loss were reasonably foreseeable or Sasol had been advised of the possibility of the Purchaser incurring the same. In all instances Sasol’s liability shall be limited, at Sasol’s option, to either (i) the return of the sales price, or (ii) the timely replacement in kind of the quantity of Product that was found to be non-conform with the Specifications. Sasol may at its option and cost, authorize the return of Product for which Sasol has provided Purchaser with a credit note or replacement in kind of Product.

6.3. The limitation of liability under clause 6.2 shall not apply to liability of Sasol for death or injury resulting from its own or that of its employees’ negligence. Save as aforesaid or as otherwise provided for in the Agreement, Sasol’s liability under or in connection with the Agreement shall be subject to the limitations set out herein.

7. WARRANTY

The Purchaser warrants that it has complied with all statutory requirements and is in possession of all the necessary permits, authorizations or any other official documents required for the purchase of Sasol’s Products. The Purchaser indemnifies and holds Sasol harmless for any loss or damage, direct or consequential, caused by or arising from a breach of the warranty contained in this clause.

8. VARIATION OF GENERAL TERMS

8.1. This Agreement, read together with any Annexures thereto, including the Sasol Marine Terms and Conditions, constitutes the sole Agreement between the Parties in regard to the subject matter thereof and supersedes all prior and contemporaneous negotiations, offers, discussions, promises, representations, agreements and understandings of the Parties with respect thereto. Any inconsistencies introduced by the Purchaser’s order, shall not apply unless expressly agreed to in writing by Sasol.

8.2. No addition to or variation or agreed cancellation of this Agreement shall be of any force or effect unless agreed in writing by or on behalf of the Parties.

9. GOVERNING LAW

The Agreement and any dispute or claim arising out of or in connection with it shall be governed by the laws of the Republic of Singapore without regard to conflict of laws principles. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. All and any disputes or claims arising out of or in connection with the Agreement shall be exclusively referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC”) in force at that time, which rules are deemed to be incorporated by reference into this provision and the Parties waive any objection to such proceedings on the grounds of venue or on the grounds that the proceedings have been brought in an inappropriate forum. The arbitration shall be held in Singapore and shall be conducted in the English language by a single arbitrator to be appointed by the Chairman of the SIAC.

10. INSURANCE

Insurance premiums shall be determined by using 110% of the indicated CIF value on the invoice. Any shortages for which it is deemed that a settlement will be made, whether directly by the insurance company or commercially by Sasol will only be made on the basis of actual value of cargo losses incurred (i.e. actual CIF value indicated). Any other costs specifically (and additionally) incurred to determine the cargo loss or as a result of the cargo loss will also be covered on an actual cost basis. No consequential damages will be covered under this arrangement and the limitation of liability as provided for in clause 6.2 above shall apply.

11. FORCE MAJEURE

11.1. If either Party is rendered unable, wholly or in part, by force majeure to perform or comply with any obligation or condition of the Agreement, such obligation or condition shall be suspended to the extent and for the duration of the continuance of the inability so caused and such Party shall be relieved of any liability during such period. The term “force majeure” shall mean any cause of any kind not within a Party’s reasonable control and shall include without limitation, strike, labour stoppage, blockage, accident, plant breakdown, unplanned shutdowns, fire, flood, earthquake, storm, invasion, war, revolution, uprising, pandemics, compliance with laws, rules, regulations or requests of any civil power or person purporting to act therefor, act of God or any other cause beyond its reasonable control, whether or not similar to the causes herein specifically mentioned.

11.2. The Party declaring force majeure shall give written notice in a timely manner to the other Party specifying the exact nature of the intervening circumstances and its estimated duration.

11.3. The Party declaring force majeure shall use all reasonable endeavours and employ all reasonable means to overcome or abate the force majeure as quickly as possible. Should the force majeure exceed 90 (ninety) days, either Party shall have the right to terminate this Agreement.

12. BREACH

In the event that any party commits a breach (“the defaulting party”) of any material term or condition of the Agreement and fails to remedy such breach within 14 (fourteen) days of receipt of a written notice to that effect from the other party (“the non-defaulting party”) then and in such event the non-defaulting party shall be entitled, without prejudice to any other rights which it may have in terms of this Agreement or in law, to terminate the Agreement forthwith. The parties agree that all terms of this Agreement shall be deemed material. For avoidance of doubt: such termination of Agreement shall have no impact on accrued rights, in particular with regards to Products partially or fully delivered or Products that have left Sasol’s premises already for shipment to Purchaser.

**SASOL CHEMICALS PACIFIC LIMITED (“Sasol”)
GENERAL TERMS OF SALE (the “Agreement”)**

13. NOTICES

Any notice given and any payment made by any party to the other which:

- is delivered by hand during the normal business hours of the addressee at the addressee's registered address shall be rebuttably presumed to have been received by the addressee at the time of delivery;
- is posted by prepaid registered post to the addressee's registered address, shall be rebuttably presumed to have been received by the addressee on the seventh day after the date of posting;
- is sent by telefax during the normal business hours of the addressee to the addressee's registered address, shall be rebuttably presumed to have been received on the date of successful transmission thereof.

14. COMPLIANCE / HSSE

14.1 The Parties shall comply with all applicable (including without limitation HSSE) laws and regulations in the performance of the contract, including relevant anti-bribery and anti-corruption provisions ("ABAC laws"), applicable trade, economic or financial sanctions provisions ("Sanctions") and applicable human rights and competition laws.

14.2 Each party represents and warrants that it and its affiliates, neither directly nor indirectly through any other person or entity, have made, offered or authorised any payment, gift, promise or other benefit to any employee of the other party or any public official in violation of applicable anti-corruption provisions and will not do so in the future. Each party agrees to maintain adequate internal controls and to keep accurate and complete records evidencing payments due and all transactions under the contract. Either party shall have the right to terminate the contract with immediate effect if there are reasonable grounds to suspect a violation of applicable ABAC laws by the other party. Each party (the "Indemnifying Party") shall indemnify and hold the other party harmless from and against any and all liability, third party claims and losses arising from any alleged or actual breach by the Indemnifying Party of any applicable ABAC laws.

14.3 Each Party declares that it is familiar with the relevant Sanctions and confirms that it has implemented and maintains measures and procedures to ensure compliance with its obligations under the applicable Sanctions by it, its respective directors, officers, employees and agents, its subcontractors, suppliers and customers, and its controlled subsidiaries. Neither Party shall be obliged to perform any obligations required by the contract if it would violate, or be inconsistent with, or expose such Party to, punitive measures under laws and regulations applicable to it relating to Sanctions imposed by the European Union, United Kingdom, United States, or United Nations. Either Party shall be entitled, without any liability for damages, to terminate the contract with immediate effect or suspend its performance if the performance of the contract is in any way restricted or prohibited by sanctions. To the extent permitted by law, the customer shall ensure that the product is not sold to an entity or person that is subject to sanctions imposed by the United States, United Kingdom, European Union or United Nations, and that the product will not be transported through, and has no destination in, a country that is subject to those sanctions.

14.4 Each Party represents that it is familiar with and will ensure compliance with all applicable laws concerning the prohibition of slavery and slavery-like practices including child labour and forced labour, and the infringement of other internationally recognised human rights. Any breach or suspected breach of this representation by a Party (the "Defaulting Party") or by any of its affiliates, contractors, or agents acting on

its behalf in connection with the contract entitles the other Party (the "Non-Defaulting Party") on written notice to the Defaulting Party, to suspend its obligations in terms of the contract and/or terminate the contract, with immediate effect, without any liability of the Non-Defaulting Party.

14.5 Purchaser acknowledges that it has been warned by Sasol of the risks associated with handling, using, transporting, storing Product as set forth in Seller's Safety Data Sheets for Product ("SDS"), and that Purchaser is familiar with the Product and shall take all reasonable and practical steps to inform, warn, and familiarize its employees, agents, contractors, and customers with all hazards associated with the Product.

14.6 Products shall be packed and marked by Sasol in the manners customary for the respective merchandise, special arrangements being subject to extra charges. The Purchaser shall comply with Sasol's instructions and all legal requirements if he affixes its trade name or trademarks to the Product, relabels or repackages the Product, reprocesses products containing or involving Sasol's Product.

15. MISCELLANEOUS

15.1 The Purchaser may not cede or assign any of its rights or obligations in terms of the Agreement without the prior written consent of Sasol.

15.2 All legal fees (on an attorney and own client scale), costs, charges, collection commissions and disbursements that may be incurred by Sasol in successfully enforcing any of the provisions of this agreement shall be for the account of the Purchaser and shall be payable forthwith on demand.