

GENERAL TERMS AND CONDITIONS

1. General

- 1.1 These General Terms and Conditions of Sale ("T&C") govern the offering, sale, and delivery of all goods and/or services (hereinafter jointly referred to as the "Product(s)") from or on behalf of MDCL ("Seller"), to buyer ("Buyer") and apply to all transactions between Seller and Buyer.
- 1.2 The fact that the Buyer has received a confirmed sales order from the Seller implies the irrevocable and unconditional acceptance of the T&C.
- 1.3 Seller explicitly rejects the applicability of any general terms and conditions of Buyer. Furthermore, the T&C supersede any and all terms of prior oral and written quotations, communications, agreements and understandings of the parties in respect of the sale and delivery of the Products and shall apply in preference to and supersede any and all terms and conditions of any order placed by Buyer and any other terms and conditions submitted by Buyer. Failure by Seller or anyone on its behalf to object to the terms and conditions set by Buyer shall in no event be construed as an acceptance of any of the terms and conditions of Buyer.
- 1.4 Seller reserves the right to amend the T&C at any time. Seller will notify Buyer of any such amendments by sending the amended T&C to Buyer. The amended T&C will take effect 30 days after the date of notification of these amendments. The amended T&C shall apply to all transactions concluded between Buyer and Seller 30 days after the date of such notification. The T&C are available on the website of the Seller www.mdcl-minerals.com and the Buyer acknowledges having read and accepted the same. All sales and trade terms shall be interpreted in accordance with the latest INCOTERMS of the ICC.
- 1.5 Buyer represents that it is not in a situation of economic dependence vis-à-vis the Seller within the meaning of art. IV.2.1 of the Code of Economic Law.
- 1.6 Any electronic communication between Seller and Buyer shall be effective as originals and shall be considered to be deemed "writing" between the parties. The electronic communication system used by Seller will serve as sole proof for the content and the time of delivery and receipt of such electronic communications.

2. Order/Product

- 2.1 Unless stated otherwise by Seller, quotations made by Seller in whatever form are not binding to Seller and merely constitute an invitation to Buyer to place an order. All quotations issued by Seller are revocable and subject to change without notice. Orders are not binding until accepted by Buyer and Seller when signing the PO (the "Order"). Seller shall be entitled to refuse an order without indicating the reasons. Currency fluctuations, increase of the price of raw materials or of the costs imposed by the government arising between the Order confirmation and the delivery of Product entitle the Seller to increase the agreed price accordingly. Once the Buyer signs the Order, it becomes binding; the Order cannot be canceled by the Buyer under any conditions but only by the Seller with written consent exclusively. The product order (PO) will detail all the terms of the deal including the product, quantity, packaging, unit price, the total order price, and the agreed international shipping terms by air or

sea, along with additional remarks and highlights that are an integral part of the transaction and important to be mentioned. All these constitute an approved purchase order ready for the customer's signature and approval.

- 2.2 Seller and Buyer may agree on a Blanket Order that will include a large quantity of a Product to be delivered over a period of 12 months from the signing of the agreement or a calendar year ("Blanket Order"). The Seller will provide separate orders to the Buyer, nonetheless, the Blanket Order is binding for the entire quantity, in accordance with the terms of these T&C.
- 2.3 Price quotations based on estimated or projected quantities are subject to increase in the event that actual quantities purchased during the specified period are less than the estimated or projected quantities. Until a specific order is accepted by Seller, quoted prices are subject to change without notice.
- 2.4 It is agreed that the Price quotations in a Blanket Order are based on Buyer's commitment to certain minimum quantities. If Buyer fails to achieve the forecast run rate within six (6) months from the effective date of the Blanket Order, Seller reserves the right to review and adjust the pricing. If so, the new price shall apply as: 15% extra of the PO's agreed price.
- 2.5 If Seller is unable for any reason to fill Buyer's entire Order, Seller may allocate its supply among any or all buyers on such basis as Seller deems convenient and practical, without liability for any failure of performance which may result from such determination.
- 2.6 Each shipment shall constitute a separate and independent transaction and Seller may recover for each such shipment without reference to any other.
- 2.7 Conforming Product may not be returned except with Seller's prior written agreement and instructions (for credit or refund, at Seller sole discretion). Approved Product returns shall be subject to a restocking charge of 35% of the then current sale price FOB Seller's warehouse as indicated in the product approval, with return freight charges for Buyer's account.
- 2.8 Buyer hereby covenants that in storing and/or using the Product, it shall comply with manufacturer's instructions (as provided by Seller) and with all applicable laws and regulations, and such use shall be in accordance with best industry practice.

3. Limited Warranty

- 3.1 Seller warrants to Buyer that at the time of delivery, Product delivered shall materially conform to the Specifications detailed in the Order. To enable the Seller to assess any claim, the Buyer must provide the required documents and evidence for the examination to the Seller's Quality Assurance department. This may include, among others: laboratory tests, photographs, tests of the storage condition humidity where the material was stored, and any other document relevant to the complaint, as exclusively determined by the Seller's Quality Assurance department.
- 3.2 To be valid, claims in respect of defective Product together with independent evidence (i.e., first class expertise) that Product does not meet Specifications, and such other substantiating documents, are to be made and submitted to Seller in writing within ten (10) days from date of delivery stating the invoice number with precise identification of the Product and a detailed statement of the non-compliance. Unless Seller receives written notice of any material nonconformity as stated hereabove within ten (10) days after arrival of the Product at the port of destination, the Product will be deemed irrevocably to conform to the said Specifications. An initial response, which includes opening an official complaint in the seller's quality system will be given within 72 hours. A reasoned answer will be given to the buyer within 30 working days, from the date the complaint was opened in the quality system.
- 3.3 Each shipment will be sampled by Seller (or on its behalf) through an accredited laboratory after production to verify conformity with the Specifications. Food-grade or pharmaceutical materials samples will be sealed and kept by Seller (or on its behalf) for not less than six (6) months and will be considered as final in case of claims.
- 3.4 If the Product does not conform to the Specifications at the time of delivery as above, then Seller's sole obligation and Buyer's exclusive remedy, is for Seller, at Seller's sole discretion, to (a) credit Buyer for the purchase price in lieu of replacement, or (b) replace the Product at no cost to Buyer (in which case Buyer shall return the non-conforming Product in strict compliance with Seller's instructions).
- 3.5 This warranty excludes damage to or alteration of the Product arising from (i) the storage and/or use of the Product in any manner inconsistent with the manufacturer's instructions (as provided by Seller), any applicable laws and/or regulations, and/or the applicable best industry practice, (ii) circumstances outside the control of Seller. No claim shall be allowed after any such Product has been repackaged, processed, altered, or combined with any other material in any manner.
- 3.6 THE LIMITED WARRANTIES CONTAINED IN THIS SECTION 3 ARE EXCLUSIVE AND SELLER MAKES NO OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION), IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE.

4. Limitation of Liability

- 4.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES RESULTING FROM LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF GOODWILL OR LOSS OF USE; IN ANY WAY ARISING OUT OF OR RELATED TO THIS ORDER, REGARDLESS OF THE BASIS FOR LIABILITY OF ANY CLAIM (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE), EVEN IF INFORMED OF SUCH DAMAGES.

- 4.2 SELLER'S MAXIMUM CUMULATIVE LIABILITY UNDER THIS ORDER, INCLUDING LIABILITY ARISING OUT OF ANY PRODUCT DELIVERED HEREUNDER, WILL BE LIMITED TO THE PRICE ACTUALLY PAID BY BUYER TO SELLER FOR THE PRODUCT IN QUESTION DELIVERED HEREUNDER.
- 4.3 The content of the administration documents concerning the products is the sole responsibility of the manufacturer. The seller, of course, verifies to the best of his ability that the content is correct and proper, but the seller has no possibility to change the content of the documents and influence the manufacturer's decisions. It is the buyer's responsibility to perform all the tests required to approve the product.
- 4.4 No action, regardless of form, arising out of the sale or delivery of Product hereunder, may be commenced by Buyer more than one (1) year after the occurrence of the event giving rise to such cause of action.
- 4.5 The above limitations of liability shall also apply to the benefit of Seller's directors, officers, employees, and agents.
- 4.6 Article 4.1 is not applicable in the event of deliberate (willful misconduct) or gross negligence of the Seller.

5. Payments

- 5.1 Unless stated otherwise in the Order, payment shall be made at the Seller's seat based on net cash, in the currency as mentioned on the invoice, to be received by MDCL the Seller within 7 (Seven) days following the date of Seller's invoice. In order to be valid, any complaint regarding the invoice shall be formulated in writing with full details within five (5) days after receipt of the invoice. No ground, such as, e.g., the filing of a complaint regarding the delivered Products shall free the Buyer from its payment obligations. In cases where the Buyer is granted special permission to pay on credit, the specific payment due date will be stipulated on the invoice and shall constitute the absolute deadline.
- 5.2 Delay in any payment shall entitle Seller to suspend further deliveries and if such delay shall exceed Seven (7) days, Seller to have the right to terminate any Order.
- 5.3 In the event of late payment, Seller may assess interest *ipso jure* and without notice on overdue payments at the rate of one percent (1.7%) per month or the maximum lesser rate allowed by law (but not less than under art. 5 of the law of 2/8/2002 concerning the fight against late payment in commercial transactions) from the due date for payment until payment is received by Seller (whether before or after judgment), accruing on a daily basis and compounding monthly, without thereby derogating from other rights and remedies afforded to Seller under the T&C and/or under any applicable law. In accordance with article 1254 and further of the Belgian Civil Code, all payments shall firstly be used to compensate interests and costs. In case of total or partial non-payment of an invoice upon due date, all invoices shall become due whether overdue or not and the Buyer shall, *ipso jure* and without notice, owe an indemnity of ten percent (10%) of the amount remaining due, without prejudice to any other right to which the Seller is entitled.
- 5.4 To be valid, any complaint with respect to the invoice must be notified to Seller in writing with full details within five (5) days after the date of invoice. Thereafter, Buyer shall be deemed to have approved the invoice. No ground, such as, e.g., the filing of a complaint regarding the delivered Products shall free the Buyer from its payment obligations.

6. No Withholding Buyer shall not withhold or delay any payment to Seller and shall not set off or deduct therefrom any amounts whatsoever.
7. Taxes / Permits
 - 7.1 All fees due to Seller hereunder are net and are exclusive of all current and future taxes, including, without limitation, sales, use, value-added, withholding, or other taxes, customs, duties, or levies on the transaction made under any Orders. If any taxes (except for corporate taxes imposed upon Seller's net income) are found to be applicable, the appropriate amount of tax shall be invoiced to and paid by Buyer. Buyer shall indemnify Seller for failure to pay any taxes payable by Buyer pursuant to this Section and/or applicable law.
 - 7.2 Buyer is responsible for obtaining all licenses and permits required under applicable law for effecting payment to Seller in the agreed foreign currency, to Seller's bank account outside Buyer's country.
8. Risk and Title Risk of loss, damage, or Title to the Product shall pass to Buyer upon delivery in accordance with the International Commercial Terms (Incoterms) as indicated on the Purchase Order or invoice.
9. Delivery Schedules
 - 9.1 All delivery schedules are approximated as closely as possible by Seller. Seller reserves the right to make partial shipments and Buyer will accept delivery and pay for the Product delivered. No delay in delivery may lead to the rescission of the sale or payment of damages to the Buyer.
 - 9.2 Seller assumes no responsibility for delays in delivery beyond its control.
10. Intellectual Property / Trademarks
 - 10.1 The sale of Product shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the Product.
 - 10.2 Buyer shall not (a) use the trademarks of the Seller nor of the Product's manufacturer, nor adopt, use, or register any names or symbols that are identical or confusingly similar to such trademarks, or (b) remove or alter any trademark notices, serial numbers, labels, tags or other identifying marks, symbols or legends included in and/or otherwise affixed to the Product's packaging.
11. Force Majeure. Seller shall have the right (at its sole discretion) to terminate the Order, suspend delivery or reduce the quantity of Product to be delivered if Seller is prevented from delivering the Product by regular routes or means of delivery as a result of any circumstances beyond Seller's reasonable control, including (but not limited to), acts of God, acts of a public enemy, act of any governmental or quasi-governmental agency or any of their political subdivisions, fire, flood, epidemics, explosion, power or telecommunications irregularities, quarantine restrictions, strikes or other labour unrest, accidents,

breakdowns of plant or machinery, shortage or unavailability of materials from normal sources of supply, delay or unavailability of transportation, earthquakes, civil commotion or revolutions, war, terrorist attack, freight embargoes, and/or unusually severe weather conditions, and Seller shall not be liable for any delay, loss and/or damage resulting from any such causes. If any force majeure event continues for more than thirty (30) days, then either party may terminate the Order upon written notice to the other party.

12. Compliance with laws / No Re-Export. Buyer hereby covenants that in performing its obligations under any Order, it shall comply with all applicable law and regulations. The Products are supplied to Buyer for Buyer's internal use only, and Buyer may not repackage, resell, or otherwise market the Product, or re-export the Product from the agreed country of destination.
13. Termination.
 - 13.1 If Buyer takes benefit of or becomes subject to any provision of applicable bankruptcy or insolvency law, or violate any applicable law, then Seller will have the right to immediately terminate the Order after serving written notice to the Buyer to perform its obligations remaining without effect for 15 (fifteen) days.
 - 13.2 Except pursuant to sections 5, 10 and 11 or in case of material breach (without prejudice to Section 3 and 4 hereabove), any Order or any part thereof may not be terminated, changed, or modified without the prior written consent of both Buyer and Seller.
14. Governing law and jurisdiction
 - 14.1 The validity, performance, construction, and effect of the Order shall be governed by the laws of the State of Belgium. The United Nations Convention on Contracts for the International Sale of Goods will not apply.
 - 14.2 The competent courts in Brussels (tribunal de l'entreprise francophone) shall have exclusive jurisdiction with respect to any dispute arising under any Order. In transactions conducted with MDCL Minerals LTD., the competent court in Tel Aviv shall have jurisdiction over any dispute that may arise from the order.
15. Entire Agreement / Amendment
 - 15.1 The Order and the T&C contain the complete agreement between the parties and supersedes any prior understandings, agreements, or representations by or among the parties which relate to the subject matter of any Order.
 - 15.2 In the event of any inconsistency or contradiction between the provisions of the T&C and the special terms set forth in any Order, then such special terms set forth in the Order shall prevail with respect to the subject matter of such inconsistency or discrepancy.

15.3 The Order shall not be amended without the express prior written consent of both parties hereto. Notwithstanding the above, Seller reserves the right to correct any inadvertent typing or computing mistakes.

16. Severability If any provision of any Order or the T&C is held to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be construed, limited, modified, or deleted, to the extent necessary to eliminate any invalidity or unenforceability and the remaining provisions of the Order or the T&C remain in full force and effect. If so, the parties will negotiate in good faith a valid clause replacing the invalid provision and having, as much as possible, an equivalent economic effect.
17. Waiver No waiver of any right under any Order or the T&C shall be effective unless in writing and signed by a duly authorized representative of the party to be bound. No waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under any Order or the T&C.
18. No Partnership Nothing contained in any Order, or the T&C shall be construed as creating a partnership, joint venture, agency, or other similar relationship between the parties, nor as granting either party the right, power, or authority (express or implied) to bind or otherwise create any duty or obligation for the other.
19. No Assignment Neither party may assign, subcontract, or otherwise transfer any of its rights and/or obligations under any Order without prior written approval by the other party and any purported assignment or transfer without the other party's prior written consent shall be null and void. Subject to the above, any Order shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
20. Third Party Beneficiaries The Order does not create any obligation of a party to any third parties, nor shall it be deemed to create any rights or causes of action on behalf of any third parties.
21. Privacy Policy In the event the parties receive any personal data according to the Belgian law of 30/7/2018, each party shall comply with such law and warrants that any such personal data will be collected, processed, and used in accordance with the GDPR. The Seller's privacy policy is available on www.mdcl-minerals.com.
22. Notices Notwithstanding article 1.6 above, all notices required or permitted under any Order and/or the T&C and peculiarly art. 3,4,5,11 and 13 shall be in writing, will reference the Order and will be deemed delivered upon actual delivery by a courier service to the other party, with written verification of receipt (recommandé avec accusé de réception). All communications will be sent to the parties' respective addresses set forth in the beginning of the Order.