

ZOTEFOAMS U.K. LIMITED (BRANCH) — SOUTH KOREA
TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

(Governed by the laws of the Republic of Korea)

1. INTERPRETATION

1.1 Definitions:

Charges: the price for the Products and/or Services set out in the Order, exclusive of Taxes.

Conditions: these terms and conditions of purchase.

Contract: the contract between Zotefoams and the Supplier for the supply of Products and/or Services, formed by the Order and these Conditions.

Control: ownership of more than 50% of the voting equity of a person, or the power to direct its management, whether by ownership, contract, or otherwise.

Deliverables: all goods, documents, software, and materials developed by the Supplier as part of or in relation to the Services, including any items specified in the Order.

Delivery Location: Zotefoams' premises or such other location specified in the Order.

Intellectual Property Rights: all patents, copyrights, trademarks, design rights, database rights, trade secrets, and all other intellectual property rights, whether registered or unregistered, anywhere in the world.

Order: Zotefoams' purchase order for Products and/or Services.

Products: the goods to be supplied by the Supplier under the Order.

Services: the services (including any Deliverables and any installation or commissioning of Products) to be provided by the Supplier under the Order.

Specification: any specification, plan, drawing, or sample for the Products or Services agreed in writing or set out in the Order.

Supplier: the person or entity from whom Zotefoams purchases the Products and/or Services.

Taxes: value added tax (VAT) and all other applicable transaction taxes, duties, and charges, but excluding taxes on a party's net income.

Warranty Period: in respect of each Product, the period of 12 months commencing on the date on which that Product is unloaded at the Delivery Location.

Zotefoams: Zotefoams U.K. Limited, a company incorporated in England and Wales with company number 08725935 and registered office at 675 Mitcham Road, Croydon, CR9 3AL, United Kingdom, acting through its branch registered in the Republic of Korea (the "South Korea Branch"), whose registered branch office is at 4th floor, LS Yongsan Tower, 92 Hangang-daero, Yongsan-gu, Seoul, Republic of Korea, whose place of business is at 94 Daedongsandan 4-ro, Daedong-myeon, Gimhae-si, Gyeongsangnam-do, Republic of Korea, corporate registration number 110184-0001633 and business registration number 667-84-00064. Obligations under the Contract are obligations of Zotefoams U.K. Limited, contracted through the South Korea Branch.

Zotefoams Materials: all materials, equipment, tools, drawings, and data supplied by Zotefoams to the Supplier.

1.2 In these Conditions: a reference to a statute includes any amendment or replacement of it; "writing" includes email; "including" means "including without limitation"; and headings do not affect interpretation.

2. BASIS OF CONTRACT

2.1 The Order is an offer by Zotefoams to purchase Products and/or Services on these Conditions. It is accepted on the earlier of the Supplier's written acceptance or any act by the Supplier consistent with fulfilling the Order, at which point the Contract is formed. These Conditions are provided to the Supplier with the Order, or made available to it electronically, before contracting, and the material terms of these Conditions (including clauses 4.1, 6.1, 8.2, 10.1, 10.2, 12.1 and 16.2) are separately drawn to the Supplier's attention and explained to it before contracting. The Supplier confirms that it has received these Conditions, has had the opportunity to review them, and has had the material terms explained to it, in each case for the purposes of Article 3 of the Act on the Regulation of Terms and Conditions.

2.2 These Conditions govern the Contract and **expressly exclude and reject** any different or additional terms the Supplier seeks to apply (in a quotation, acknowledgement, invoice, general conditions, or otherwise) or implied by trade or course of dealing, even if Zotefoams accepts or pays for the Products or Services.

2.3 These Conditions apply to both Products and Services except where stated otherwise. If the Order and these Conditions conflict, the Order prevails.

3. SUPPLY OF PRODUCTS

- 3.1 The Supplier warrants to Zotefoams that the Products will:
- (a) conform with their description, the Order, the Specification, and any sample, be of good quality, and be fit for any purpose made known to the Supplier, Zotefoams relying on the Supplier's skill and judgement;
 - (b) be free from defects (whether apparent or hidden) in design, materials, and workmanship throughout the Warranty Period;
 - (c) be delivered with full, unencumbered title, free from any pledge, lien, retention of title, or other third-party right; and
 - (d) comply with all applicable laws and regulations relating to their manufacture, labelling, packaging, storage, and delivery.
- 3.2 The warranties in clause 3.1 are contractual guarantees that are in addition to, and extend, Zotefoams' statutory rights in respect of defects under Articles 580 to 582 of the Civil Code, which remain in full force. The parties exclude the application of Article 69 of the Commercial Code: Zotefoams' rights are not conditional on immediate examination of the Products or immediate notice of defects, and Zotefoams may notify defects (including hidden defects) at any time within the Warranty Period. The warranties survive inspection, acceptance, and payment, and Zotefoams' inspection or testing of the Products at any time does not reduce the Supplier's obligations.
- 3.3 In connection with the supply of the Products and the Services, the Supplier shall comply with Zotefoams' applicable site health, safety, and security policies (including policies implemented pursuant to the Occupational Safety and Health Act and, where applicable, the Serious Accidents Punishment Act), and shall promptly notify Zotefoams of any change of Control of the Supplier.
- 3.4 The Supplier will maintain complete and accurate records relating to the manufacture, testing, quality control, and traceability of the Products for at least five (5) years after delivery. On reasonable prior written notice and during normal business hours, Zotefoams and its representatives may inspect the production process for the Products and audit those records and the Supplier's quality control processes, at the Supplier's premises and, so far as the Supplier is able to procure it, at the premises of its subcontractors and suppliers. Zotefoams will bear its own costs of any such audit, except where the audit reveals a material failure to comply with the Contract, in which case the Supplier will reimburse Zotefoams' reasonable costs. No audit or inspection reduces the Supplier's obligations or Zotefoams' rights under the Contract.

4. DELIVERY OF PRODUCTS

- 4.1 The Supplier will deliver the Products, properly packed and with a delivery note, DDP (Incoterms 2020) to the Delivery Location on the date stated in the Order, which is an essential term of the Contract. All carriage, insurance, customs, and delivery costs are borne by the Supplier. Title and risk pass to Zotefoams on completion of unloading at the Delivery Location, free from any retention of title.
- 4.2 If the Supplier delivers less or more than the quantity ordered, Zotefoams may reject the Products or the excess (returnable at the Supplier's risk and cost). Zotefoams will inspect the Products and notify the Supplier of the results of that inspection within 10 days of receipt of the Products at the Delivery Location, or within such other period as mandatory law requires. Zotefoams is not deemed to have accepted Products until that notice is given or that period has expired. Acceptance of the Products, whether under this clause 4.2 or by operation of law, does not affect the warranties in clause 3.1 or Zotefoams' right under clause 3.2 to notify hidden defects at any time within the Warranty Period.

5. SUPPLY OF SERVICES

- 5.1 In providing the Services the Supplier warrants that it will: perform with the due care of a good manager (seonryanghan gwanlija-ui juui) and in accordance with good industry practice, meaning the standards, practices, and methods that would reasonably be expected of a skilled and experienced supplier of services of the relevant kind; ensure the Services and Deliverables conform with the Order and Specification and are fit for any purpose made known to it; use suitably skilled personnel and defect-free materials; and meet the performance dates in the Order (an essential term).
- 5.2 Zotefoams may review each Deliverable and will notify the Supplier within 10 days of its delivery whether the Deliverable is accepted or rejected, giving reasons for any rejection. The Supplier will correct, at its own cost and within 10 days of notice or such other period as the parties agree in writing, any rejected Deliverable and any defect in the Services or a Deliverable notified to it within 12 months after completion of the Services. If the Supplier fails to do so, Zotefoams may exercise its rights under clause 6.1. Zotefoams may also require the Supplier to replace any person engaged in performing the Services whom Zotefoams reasonably considers

unsuitable, and the Supplier will do so promptly at its own cost.

6. ZOTEFOAMS' REMEDIES

- 6.1 If the Supplier delivers late, or the Products or Services do not conform, then without limiting any other right (including under Articles 390 and 543 et seq. of the Civil Code), Zotefoams may: (a) rescind or terminate the Contract in whole or part with immediate effect on notice, without a further demand for performance where the delivery date was an essential term (Article 545 of the Civil Code); (b) reject the Products or Deliverables (in whole or part) and require repair, replacement, or re-performance; (c) obtain substitute goods or services elsewhere and recover the additional cost from the Supplier; (d) require a refund or proportionate reduction of sums paid; and (e) claim damages, including ordinary damages and, where foreseeable, special damages (Article 393 of the Civil Code). These remedies are cumulative, but Zotefoams may not recover more than once in respect of the same loss.

7. ZOTEFOAMS' OBLIGATIONS

- 7.1 Zotefoams will provide the Supplier with reasonable access to its premises and such information as the Supplier reasonably requests, in each case as needed for the Services.

8. CHARGES AND PAYMENT

- 8.1 The Charges are the Supplier's full remuneration and include all packaging, insurance, and carriage. The Charges are exclusive of Taxes; Zotefoams will pay VAT properly charged on receipt of a compliant tax invoice (segeumgyesanseo). Each party bears its own income taxes.
- 8.2 Zotefoams will pay each undisputed, correctly rendered invoice within 60 days of receipt of the Products or performance of the Services (or such shorter period as mandatory law requires, including, where applicable, the Fair Transactions in Subcontracting Act). Zotefoams may set off any amount owed to it by the Supplier against any amount payable to the Supplier, to the extent permitted by applicable law and provided that the relevant obligations are due and of the same kind and no statutory restriction on set-off applies (including under the Fair Transactions in Subcontracting Act). Late payment of undisputed sums bears interest at the commercial statutory rate of 6% per annum under Article 54 of the Commercial Code, or such higher rate as mandatory law requires.

9. INTELLECTUAL PROPERTY

- 9.1 The Supplier transfers to Zotefoams, on creation and within the Charges, all economic copyright and other Intellectual Property Rights in everything created in the performance of the Services, including the Deliverables, and such transfer expressly includes the right to create and exploit derivative works (Article 45(2) of the Copyright Act) and applies to all forms of exploitation, present and future. To the extent the author's moral rights (jeojak-ingyeokgwon) cannot be transferred or waived under Korean law, the Supplier will procure that the relevant authors agree not to exercise them in a manner that impedes Zotefoams' full use and exploitation of the Deliverables. Works prepared by the Supplier's employees in the course of business as works made for hire (Article 9 of the Copyright Act) vest in Zotefoams as agreed herein. Where any work subject to this clause has been created by any person other than the Supplier, including the Supplier's employees, subcontractors or other third parties, the Supplier shall procure from such person(s) all necessary assignments of copyright and other Intellectual Property Rights and agreements not to exercise moral rights, to the extent permitted under applicable law, so that Zotefoams may fully use and exploit such work. The Supplier will, at Zotefoams' request, sign any documents needed to perfect or register Zotefoams' rights.
- 9.2 The Supplier warrants that the Products, Services, and Deliverables, and Zotefoams' use of them, will not infringe any third party's rights. Zotefoams retains all rights in Zotefoams Materials, which the Supplier will use only to perform the Contract and keep in safe custody at its own risk.

10. INDEMNITY AND LIABILITY

- 10.1 The Supplier will indemnify and hold harmless Zotefoams and its group companies from and against all losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of: (a) death, personal injury, or property damage caused by defective Products or Deliverables; (b) the Supplier's breach or negligent performance; (c) any actual or alleged infringement of a third party's Intellectual Property Rights; and (d) the acts or omissions of the Supplier or its personnel. Zotefoams will give the Supplier prompt notice of any claim, and the Supplier will not settle any claim in a manner affecting Zotefoams without Zotefoams' consent.
- 10.2 **Zotefoams' total aggregate liability to the Supplier under or in connection with the Contract, whether in contract, tort, or otherwise, will not exceed the Charges payable under the Order, and Zotefoams will not be**

liable for any lost profits, loss of business, loss of use, loss of production, loss of data, or reputational harm, or for any indirect, special, or consequential loss.

- 10.3 The limits in clause 10.2 do not apply to (and nothing limits) liability arising from intentional misconduct or gross negligence, liability for death or personal injury, or any other liability that cannot be limited or excluded under applicable law (including Article 103 of the Civil Code and the Act on the Regulation of Terms and Conditions). Nothing in these Conditions limits or excludes any of the Supplier's warranties or liabilities to Zotefoams.

11. REPRESENTATIONS AND WARRANTIES

- 11.1 The Supplier represents and warrants that: it has authority and capacity to enter into and perform the Contract, and doing so does not breach any other agreement; it will comply with all applicable laws and hold all necessary licences, permits, and consents; it has full, unencumbered title to the Products and Deliverables; the Products and Deliverables do not infringe any third party's rights; it is current in its tax and social insurance obligations and will provide evidence of good standing on request; and it will comply with, and cause its personnel to comply with, Zotefoams' policies notified to it.

12. INSURANCE

- 12.1 During the Contract and for a period of five (5) years afterwards, the Supplier (and its subcontractors) will maintain with reputable insurers: commercial general and product liability insurance of at least KRW 5,000,000,000 per claim; employer's liability / industrial accident cover as required by law and of at least KRW 1,000,000,000; motor liability at statutory limits; and, where it provides Services, professional indemnity insurance of at least KRW 1,000,000,000 per claim. The Supplier will provide certificates of insurance on request. Insurance does not limit the Supplier's liability.

13. CONFIDENTIALITY

- 13.1 Each party will keep the other's confidential information secret, use it only to perform the Contract, and disclose it only to personnel who need it (and who are bound by like obligations) or as required by law. This does not apply to information that is public, already known, or independently developed without breach. Each party will also comply with the Unfair Competition Prevention and Trade Secret Protection Act.

14. COMPLIANCE

- 14.1 The Supplier will comply with all applicable anti-bribery and anti-corruption laws (including the Criminal Code, the Improper Solicitation and Graft Act, and the Act on Combating Bribery of Foreign Public Officials in International Business Transactions, and, where applicable, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010) and all applicable laws prohibiting forced labour, child labour, and human trafficking, and applicable export control, economic sanctions, import control and customs laws and regulations. The Supplier will adhere to Zotefoams' group ethics, anti-bribery, and responsible-sourcing policies (at <https://www.zotefoams.com/governance/>), impose these obligations on its own supply chain, and confirm its compliance checks to Zotefoams on request.

15. DATA PROTECTION

- 15.1 Each party will comply with the Personal Information Protection Act (PIPA). Where the Supplier processes personal information on Zotefoams' behalf, it does so as Zotefoams' outsourced processor (sutakja) under Article 26 of PIPA, and the Supplier will: process the personal information only within the scope of the outsourced work and Zotefoams' instructions; implement the technical, managerial, and physical safeguards required by PIPA; ensure its personnel are bound by confidentiality; not sub-delegate the processing without Zotefoams' prior written consent; not transfer the personal information overseas without Zotefoams' consent and compliance with PIPA; notify Zotefoams without undue delay of any breach or leakage of personal information and assist with any required notifications to data subjects and the Personal Information Protection Commission; return or delete the personal information on termination; and allow Zotefoams to inspect and audit its compliance. The parties will record this outsourcing in writing as required by Article 26.

16. TERMINATION

- 16.1 Without limiting its other rights (including under Articles 543 to 546 of the Civil Code), Zotefoams may rescind or terminate the Contract immediately on written notice if the Supplier: (a) commits a material breach and, where remediable, fails to cure it within 14 days of notice; (b) breaches clause 14 or any representation or warranty; (c) suspends payments generally, is subject to a transaction suspension by a clearing house, ceases or threatens to cease its business, or an application for rehabilitation or bankruptcy proceedings under the Debtor

Rehabilitation and Bankruptcy Act is filed by or against it, in each case to the extent termination is permitted by that Act; or (d) undergoes a change of Control.

- 16.2 Zotefoams may terminate the Contract for convenience: for Products, at any time before dispatch on written notice; and for Services, on 30 days' written notice. In either case Zotefoams will pay the Supplier's reasonable, evidenced costs properly incurred in performing the Order up to the date of termination, but excluding any loss of profit or other consequential loss. Where both are supplied, Zotefoams may terminate either part and continue the rest.

17. CONSEQUENCES OF TERMINATION

- 17.1 On termination or rescission, the Supplier will immediately deliver all Deliverables and return all Zotefoams Materials. Termination does not affect accrued rights, and any clause intended to survive termination (including clauses 3, 5, 8, 9, 10, 11, 12, 13, and 17) will continue in force.

18. GENERAL

- 18.1 **Governing law and jurisdiction.** The Contract is governed by the laws of the Republic of Korea. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. The Seoul Central District Court shall have exclusive jurisdiction as the court of first instance over any dispute arising out of or in connection with the Contract.
- 18.2 **Force majeure.** Neither party is liable for delay or failure to perform (other than payment) caused by events beyond its reasonable control that could not have been foreseen or prevented (force majeure). If such an event lasts 30 days, either party may terminate the affected supply without liability.
- 18.3 **Assignment.** The Supplier may not assign or subcontract any of its rights or obligations without Zotefoams' prior written consent; Zotefoams may assign or subcontract freely on notice, including to any Zotefoams group company.
- 18.4 **Notices.** Notices must be in writing and delivered by hand, registered post, content-certified mail (naeyong jeungmyeong), courier, or email (with confirmation), to the address in the Order or, for Zotefoams, to the registered branch office address of the South Korea Branch in clause 1.1. Notices of rescission or termination must be sent by a means providing reliable evidence of delivery.
- 18.5 **Other terms.** No variation is effective unless in writing and signed by Zotefoams. A waiver is effective only if in writing and does not waive any later breach. If any provision is held invalid, the remainder continues. The Contract is the entire agreement between the parties relating to its subject matter. The parties are independent contractors. Zotefoams' rights and remedies are cumulative. These Conditions are drafted in English; if a Korean translation is provided, the English version prevails.