

CONTRACT No:
合同号:

For

CATALYST SUPPLY AGREEMENT

For

CHINA COAL SHAANXI ENERGY & CHEMICAL GROUP CO., LTD.

中煤陕西能源化工集团有限公司

6,600 MTPD METHANOL SYNTHESIS UNIT

日产6,600吨甲醇合成装置催化剂供货协议

BETWEEN 合同方

**CHINA NATIONAL COAL DEVELOPMENT CO., LTD. (BUYER'S
AGENT)**

中国煤炭开发有限责任公司（买方代理）；

**CHINA COAL SHAANXI ENERGY & CHEMICAL GROUP CO., LTD.
(BUYER AND ALSO END USER)**

中煤陕西能源化工集团有限公司（买方及最终用户）

& 和

JOHNSON MATTHEY PLC (SELLER)

庄信万丰上市公司（卖方）

DATE: 2024

签署日期: 2024年 月

合同

CONTRACT

地点: 北京东城区安外大街乙88号中煤大厦
China Coal Building, B-88,
Andingmenwai Ave., Dongcheng District,
Beijing 100011, P.R. China

卖方 The Seller:

庄信万丰上市公司
Johnson Matthey Plc
25, Farringdon Street, LONDON, UK, EC4A 4AB
TEL: +44 (0) 1642 523343
Email: shellie.charles@matthey.com

买方代理 The Buyer's Agent:

China National Coal Development Co., Ltd.
中国煤炭开发有限责任公司
北京市东城区安定门外大街乙88号中煤大厦
China Coal Building, B88, Andingmenwai Ave., Dong Cheng District, Beijing, China
Post Code: 100011
联系人:
Tel:
Email:

买方 (也为“最终用户”) The Buyer (also as “the End User”):

中煤陕西能源化工集团有限公司
China Coal Shaanxi Energy & Chemical Group Co., Ltd.
陕西省榆林市榆横工业园区
YuHeng Industry Park, YuLin City, ShaanXi, China
联系人:
联系电话:

中煤陕西能源化工集团有限公司 (以下简称“买方”, 也为“最终用户”), 和中国煤炭开发有
限责任公司(以下简称“买方代理”)作为一方, 与庄信万丰上市公司 (以下简称“卖方”) 为另一
方, 根据以下条款同意签订本合同 (以下简称“合同”)。买方同意购买且卖方同意出售下列商
品, 使用在买方位于陕西省榆林市的日产6600吨的甲醇装置上的 (以下简称“装置”):

China Coal Shaanxi Energy & Chemical Group Co., Ltd. (hereinafter called the "Buyer",
also as "the End User"), and **China National Coal Development Co., Ltd.** (hereinafter called
the "Buyer's Agent") on one hand, **Johnson Matthey Plc** (hereinafter called the "Seller") on the
other, do hereby agree to sign this Contract (hereinafter called the "Contract") in accordance
with the terms and conditions as follows. The Buyer agrees to buy, and the Seller agrees to sell
the under mentioned commodity to be used in 6600T/D methanol plant of the Buyer in Yulin City
Shaanxi Province China ("Plant") according to the terms and conditions stipulated below:

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序号 No.	商品名称、规格（“货物”） Commodity, Specifications ("Goods")	数量(m ³) Quantity	CIF单价 （美元/ m ³ ） CIF Unit Price （ USD/ m ³ ）	总价（美元） Total Amount (USD) CIF China Shanghai Seaport (INCOTERMS 2020)
1	甲醇合成催化剂 KATALCO 51-91	257.6		
2	吸附剂 PURASPEC 2020	103		
总值: CIF中国上海港USD XXXXX（美元XXXXX元整）。 TOTAL VALUE: CIF China Shanghai Seaport SAY XXXX U.S. DOLLARS ONLY.				

2. 原产地及制造厂商: 英国/庄信万丰上市公司

Country of Origin and Manufacturer: U.K. / Johnson Matthey Plc

3. 包装 Packing:

货物应置于不需回收的内有聚乙烯内衬的软性钢桶内。钢桶将固定在木制托盘上，以适宜长途运输，且能适应气候变化、及防湿、抗震。在木质包装上应注有相关机构的IPPC标记。

To be packed in non-returnable polythene lined mild steel drums. The drums will be banded onto

wooden pallets, suitable for long distance - transportation and to change of climate, well protected against moisture and shocks, and the IPPC logo should be marked on the wood packing material by relevant authority.

卖方应承担由于包装不当所引起的任何损失及由于其采取不充分或不妥善的包装防护措施而造成的任何锈损。在该种情形下，但受限于第17条，卖方应对该损害进行赔偿。但是，卖方对在装运港交货后发生的，且非归因于包装及货物本身的任何其他原因所造成的损失不承担责任。

The Seller shall be liable for any damage to the Goods on account of improper packing and for any rust attributable to inadequate or improper protective measures taken by the Seller in regard to the packing and in such case but subject to Clause 17, any expenses incurred in consequence thereof shall be borne by Seller. However, any damage caused by any other reason excluding reasons attributable to packing and Goods, after the delivery at the port of shipment, will not be attributable to the Seller.

4. 唛头 Shipping Mark:

卖方应在每件商品包装上标明包装号、毛重、净重、尺寸和如下字样：“切勿受潮”、“谨慎搬运”、“此端向上”等，以及唛头。

The Seller shall mark on each package the package number, gross weight, net weight, measurement and the wordings: “KEEW AWAY FROM MOISTURE”, “HANDLE WITH CARE”, “THIS SIDE UP”, etc., and shipping mark:

IMAXXXXXXXXXX
UK – Shanghai Seaport

5. 装运期限 Time of shipment

货物将在卖方收到根据第9条开具的不可撤销信用证后从装运港发运。只有在买方代理开出信用证的前提下，卖方才应被要求供应货物。如果买方代理不迟于货物从装运港发运前60天开具且为卖方可接受的不可撤销信用证，受限于不可抗力因素，货物将不迟于2025年12月20日从装运港出运。合同签订日期及信用证开具日期的延后将导致货物从装运港发运日期的相应顺延。若由于卖方过错发生交付延迟，买方可按第19条采取救济措施。第19条中的救济措施是买方在

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由于卖方的过错发生从装运港出运延迟时享有的唯一权利及救济。如果买方代理未按上述时间开具不可撤销信用证，卖方有权延迟在装运港交付货物给承运人。

The Goods shall be shipped from the Port of Shipment after Seller's receipt of an irrevocable letter of credit in the form referred to in Clause 9. Seller shall not be required to supply Goods unless Buyer's Agent issues the letter of credit. Provided that a irrevocable letter of credit acceptable to the Seller is opened not later than **60 days before the dispatch of the Goods**, and subject to Force Majeure, the Goods shall be shipped from the Port of Shipment not later than **20th Dec,2025**. Delayed in Contract signing and L/C opening will lead to related delay in shipment date from the Port of Shipment for a same period of time. In the event of late shipment from the Port of Shipment due to the Seller's fault Buyer's sole right and remedy shall be as specified in Clause 19. Seller shall be entitled to delay delivery of the Goods to the carrier at the Port of Shipment if the irrevocable letter of credit is not opened as per the above schedule.

如果卖方在货物从装运港发运前60天没有收到买方代理开具为卖方可接受的不可撤销信用证，则卖方在向买方发出书面通知后，20日内未仍未开具的，卖方有权立即终止合同而无须承担任何责任。

If an irrevocable letter of credit acceptable to the Seller is not received from the Buyer's Agent before 60 days of the catalyst dispatch from the Port of Shipment, then the Seller shall notice the Buyer in Writing, if the Buyer still haven't issued the LC within 20 days, the Seller shall be entitled to terminate the Contract forthwith without liability by notice in writing to the Buyer.

6. 装运港 Port of Shipment: 英国主要海港 UK MAIN SEAPORT

7. 目的港 Port of Destination: 中国上海港SHANGHAI SEAPORT, PR CHINA

8. 保险 Insurance:

卖方选择信誉好的并在中国有代理/合作伙伴的保险公司购买海运保险。保险应为合同金额的110%，涵盖至CIF目的港的一切险和战争险，如果发生货物丢失或损坏，保险受益人为买方代理，理赔地点在中国。

The Seller should procure at the Seller's own cost from an insurance company with its agent/partner in China of good reputation an insurance policy of marine transportation. The insurance policy, shall be for 110% of the total contract value, covering All Risks and War Risks to CIF Port of Destination, in the event of loss or damage, in favor of the Buyer's Agent, showing claims payable in China.

9. 付款方式 Payment:

按本合同出售的货物的价款应通过不可撤销信用证方式支付。该信用证金额为100%的合同金额。由买方代理在以上第5条规定的期限开具，受益人为卖方。该信用证金额为美元 XXX（美元XXX整），在第5条规定的期限内开具，并应在通知行见到第10条所列单证后即付。信用证在货物根据第5条于装运港出运后的21天内有效。所有在中国境内产生的银行费用由买方代理承担，在境外产生的银行费用由卖方承担。该信用证应由买方代理银行开出。

The price of the Goods sold pursuant to this Contract shall be secured by way of an irrevocable letter of credit, for 100% of contract amount, established by the Buyer's Agent in favor of the Seller as per Clause 5 above. The Letter of Credit shall be for the price of USD XXXX_(SAY XXXX_U.S. DOLLARS ONLY) payable at sight against presentation on the advising bank of the documents stipulated in Clause 10 hereof and as per the time scale set out in Clause 5 of this Contract. Letter of Credit shall be valid for 21 days from the date of shipment as set out in Clause 5 of this Contract. Banking charges outside China will be borne by the Seller, all banking charges inside China will be borne by the Buyer's Agent. The letter of credit shall be opened by Buyer's Agent bank.

对于信用证更改的费用，若是因买方或买方代理的原因导致的更改，费用由买方代理支付；若是因卖方的原因导致的更改，费用由卖方支付。单证应在货物于装运港出运后并在信用证有效期内出示。该信用证应按照本合同附件4中的格式开出。

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The amendment charges will be borne by the Buyer's Agent because of reasons attributable to the Buyer or Buyer's Agent or by Seller if reasons are attributable to the Seller. Documents will be presented after shipment but within L/C validity. The letter of credit will be in the proforma attached as Schedule 4 to this Contract.

信用证受益人的名称和地址:

Full name and address of the Beneficiary of Letter of Credit:

Johnson Matthey PLC
Belasis Avenue
PO Box 1, Billingham
TS23 1LB, UK

If possible the letter of credit should be advised through and available with:
如果可能信用证应通过如下联系方式通知并提供:

HSBC Bank Plc
2nd Floor, Landmark, St Peters Square,
1 Oxford Street,
Manchester M1 4PB
SWIFT: MIDLGB22

10. 单证 Documents:

- (1) 全套已装船清洁海运提单, 并注明“运费已付”, 作成空白抬头/空白背书/通知买方代理。
Full set of clean on-board ocean bills of lading marked “**Freight Prepaid**” made to order blank endorsed notifying the Buyer's Agent.
- (2) 发票五份, 注明合同号和唛头(如有一个以上唛头, 应分别出具发票)。
Invoice in 5 copies indicating contract number and shipping mark (in case of more than one shipping mark, the invoice shall be issued separately).
- (3) 保险单/证正本1份及副本1份, 按装运货物的金额110%投保一切险和战争险以买方代理为受益人至CIF目的港的保险单, 注明理赔地点在中国/按信用证币种赔付。
Insurance Policy/Certificate in favor of the Buyer's Agent in one original and one copy for 110% of the shipped goods value showing claims payable in China in currency of the letter of credit, covering All Risks and war risk to the CIF Port of Destination.
- (4) 由信用证受益人出具的装箱单/重量清单, 正本五份
Packing list/weight list in 5 original issued by the Beneficiary of the letter of credit
- (5) 由信用证受益人出具的质量和数量证明, 正本五份, 副本五份
5 original and 5 copies Certificate of Quality and Quantity issued by the Beneficiary of the letter of credit
- (6) 由英国商会出具的原产地证明, 正本一份, 副本一份
Certificate of Origin in 1 original and 1 copy issued by the British Chamber of Commerce.
- (7) 由信用证受益人出具的木制包装声明
Wood Packing Declaration issued by the Beneficiary of the letter of credit.
如果采用了木制包装, 则信用证受益人应提供木质包装材料的声明, 表明在外包装材料上明确清晰标注符合国际植物检疫措施第15项 (ISPM15) 标准的IPPC标志。如未使用木制包装, 则提供非木质包装声明。
If wooden packing material is used, beneficiary's declaration of wood packing material stating that all wood is stamped with the IPPC mark and is compliant with ISPM15 regulation. If no wood packing material is used, beneficiary's declaration of non-wood packing material.
- (8) 由信用证受益人签发的不需要出口许可证的书面函。

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One letter issued by the Beneficiary of the letter of credit stating that the said Export License is not required.

- (9) 由卖方银行出具的，以买方代理为受益人的，等值于合同总价10%的性能银行保函（按附件1格式出具）。该保函覆盖自保函签发之日起的三十六个月。该文件将直接邮寄给买方代理，不通过银行作为信用证交单文件。

One original of Performance Bank Guarantee (in the form attached as Schedule 1) issued by the Seller's bank amounting to 10% of the contract value in favor of the Buyer's Agent to cover the period of 36 months from issuing date. This document will be sent to the Buyer's Agent directly, instead of presenting to the Bank as a document of Letter of credit.

- (10) 装运后15天内通知买方代理有关装运细节的电报/信件副本。

Copy of cable/letter to the Buyer's Agent advising particulars of shipment within 15 days after shipment is made.

11. **N.A.不适用**

12. **装运 Shipment:**

货物应在第5条规定的装运期限之前从装运港发往目的港。允许转运货物。允许分批运送货物。
The Goods shall be shipped within the shipment time mentioned in Clause 5 from the Port of Shipment to the Port of Destination. Transshipment is allowed. Partial shipments are allowed.

13. **装运通知 Shipping Advice:**

一旦货物全部装船，卖方应于10个工作日内将合同编号、货物名称、数量、毛重、发票金额、船名和开航日期传真通知买方代理。如单件货物的重量超过9公吨或宽度超过3400毫米，或两旁高度超过2350毫米，则卖方应将该件重量和尺寸告知买方代理。如由于卖方未及时将装运通知电告买方代理而导致货物未能及时办理保险，受限于第17条的规定，卖方应赔偿因而导致的任何损失。如货物系属危险品，卖方应在货物装运前邮件通知买方代理。

As soon as the Goods are completely loaded, the Seller shall notify the Buyer's Agent within 10 working days of the contract number, name of Goods, quantity, gross weight, invoice value, name of the carrying vessel and the date of sailing. If any package is over 9 metric tons in weight or over 3400mm in width, or over 2350mm on both sides in height, the Seller shall advise the Buyer's Agent of the weight and measurements of such package. In case the Goods are not insured in time owing to the Seller having failed to give timely advice, any and all losses, subject to Clause 17, shall be borne by the Seller. In the case of dangerous goods, the Seller shall email to notify the Buyer's Agent before the shipping date.

14. **质量保证 Guarantee of Quality:**

卖方应向买方保证货物是全新的，从未使用过，在所有方面均符合本合同以及技术附件3（以下简称“技术附件”）中规定的质量、规格和性能。

The Seller shall guarantee to the Buyer that the Goods are brand new, unused and correspond in all respects with the quality, specifications and performance as stipulated in this Contract and the Technical Annexure to Commercial Contract set out in Schedule 3 ("Technical Annexure").

在任何情况下，根据第15条进行的商品检验均不会导致14条及16条项下卖方责任义务的减轻或免除。

The inspection of Goods conducted in accordance with Clause 15 shall in no circumstances result in a reduction or exemption of the Seller's liability and obligations under Clause 14 and Clause 16.

15. **商品检验 Inspection:**

卖方在交货前，应对货物的质量、规格、数量/重量作一个精确和全面的检验并且出具证明，证明货物符合合同的规定。这些证明会成为提交给付款银行用于议付/收款的单据中的不可分割的组成部分，但该证明不得被视为关于质量、规格、性能、数量/重量的最终检验结果。

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The Seller shall before making delivery, make a precise and comprehensive inspection of the Goods as regards their quality, specifications, and quantity/weight, and issue certificate certifying that the Goods are in conformity with the stipulations of this Contract. The certificate shall form an integral part of the documents to be presented to the paying bank for negotiation/collection of payment but shall not be considered as final in respect of quality, specifications, performance and quantity/weight.

买方应在货到后开箱使用前，向中国商品检验局申请对货物数量、质量及重量进行检验。买方应在检验日前的一个月通知卖方开箱检验的准确日期，并向卖方代表提供工作设备。如果卖方的代表无法及时地到达装置现场，买方有权开启包装，独立进行检验和测试。若检测证明显示货物的数量，质量或重量被发现与本合同中的规定不一致且卖方同意该检测结果，则受限于第17条的规定，除属于保险公司的责任外，买方有资格凭该检验证明向卖方提出损失赔偿。

The Buyer should apply for inspection of the quality, quantity, or weight of the Goods with the China Commodity Inspection Bureau after the arrival of the Goods before using. The Buyer shall inform the Seller of the exact date of the open-packaging inspection and test one month prior to the inspection date and the Buyer shall provide working facilities for the Seller's representatives. In case the Seller's representatives are unable to arrive at the Plant site in time, the Buyer shall have the right to open packages and conduct the inspection and test independently. In case the inspection certificate shows that the quality, quantity or weight of the Goods be found not in conformity with those stipulated in this Contract and if such result is agreed by the Seller, the Buyer shall be entitled to lodge claims against the Seller for compensation of losses, subject always to Clause 17, upon the strength of inspection certificate with the exception of those claims for which the insurers are liable.

16. 性能担保索赔 Performance Guarantee Claims:

16.1 如果(i)卖方获得足够的技术数据以审批操作条件和(ii)货物已经在被卖方批准的操作条件下安装、还原、试车和运行，并且基于买方满足技术附件中列出的所有适用条件的前提下，则卖方向买方保证催化剂 KATALCO 51-91 在技术附件规定的担保周期内（“催化剂 KATALCO 51-91 质保期”）将达到技术附件中第 3.1 条中详细列出的保证性能并且吸附剂 PURASPEC 2020 在技术附件规定的担保周期内（“吸附剂 PURASPEC 2020 质保期”）将达到技术附件第 3.2 条中列出的保证性能。

Providing (i) that sufficient technical data has been made available to Seller for approval of operating conditions and (ii) that the Goods have been installed, reduced, commissioned and operated under conditions approved by the Seller and subject to compliance by the Buyer with any other applicable conditions detailed in the Technical Annexure, Seller guarantees to the Buyer the Catalyst KATALCO 51-91 shall give the performance as detailed in Article 3.1 of the Technical Annexure for the guarantee period set out therein ("Guarantee Period for Catalyst KATALCO 51-91") and the Absorbent PURASPEC 2020 shall give the performance as detailed in Article 3.2 of the Technical Annexure for the guarantee period set out therein ("Guarantee Period for Absorbent PURASPEC 2020").

16.2 货物出现故障，买方必须立刻通知卖方，并且在货物从装置卸载前要提供所有支持，包括获得合适的装置记录和货物样品以确定故障原因。卖方将对该主张的货物故障进行调查并努力确定任何买方提出的性能索赔的原因、依据和赔偿金额。具体地，如因以下情形导致货物在物理上或化学上受到影响进而发生故障，该故障将不在担保范围之内：工厂误操作，从装置其他部分带入的固体，合成气中硫或者金属羰基物超标造成催化剂中毒，装置设备项目的施工过失或非卖方的错误设计。卖方对买方就货物性能故障提出的索赔承担责任应以遵守本合同第 16.1 和 16.2 条以及技术附件的催化剂性能保证第 4 条的规定为前提。

Goods failure must be notified to Seller promptly by the Buyer and every assistance given prior to the discharge of the Goods from the Plant, including the making available of appropriate plant records and Goods samples to determine the cause of the failure. Seller will investigate the alleged failure of the Goods and endeavor to determine the cause, merits and financial amount of any guarantee claim by the Buyer. Specifically

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excluded from any guarantee is failure of Goods due to its being affected physically or chemically by any of the following: Plant mal-operation, solids carried over from other parts of the Plant, catalyst poisons caused by sulfur or metal carbonyl in syngas exceeding the limit, faulty construction, or mis-design that not because of the Seller of items of Plant equipment. Whether the Seller shall be liable for the Buyer's claim for the Goods performance failure shall be subject to the compliance of Clause 16.1 and 16.2 of the Contract and Article 4 under the Technical Annexure.

16.3 为履行性能保证项下的任何责任，卖方与买方代理/买方可共同决定选择免费交付至现场相应比例的同类同质货物。

In full discharge of any liability under the guarantees, the Seller and the Buyer's Agent/ the Buyer jointly choose to supply the corresponding percentage of a replacement charge with the equivalent type and quality of the Goods delivered free of charge to the site.

16.4 卖方负责安排将瑕疵货物从买方装置卸出以及对其进行处置。如卖方违反其担保的性能，卖方应自负安排上述卸载和处理的费用。

Seller shall arrange for the removal of any defective Goods from the Buyer's premises and for its disposal. Where Seller arranges the said removal and disposal in circumstances where Seller is in breach of the performance guarantee, this shall be at Seller's cost.

17. 责任限制 Limitation of Liability:

本合同不能排除或限制任何一方的以下责任：因其过错或疏忽导致的人员死亡或伤害，或其欺诈行为，或根据相关适用法律其所不能免除或限制的相关责任。

Nothing in this Contract shall operate or take effect to limit or exclude any liability of any Party for death or personal injury caused by its negligence or for fraud or for any other matter in respect of which it is not permissible to exclude or limit liability under the applicable law.

18. 不可抗力 Force Majeure:

发生地震、台风、水灾、火灾、战争、以及其他不能预见并且其发生和后果超出受影响一方合理控制的不可抗力事件（“不可抗力”）的，受影响一方应在事件发生后尽可能短的时间内通知对方不可抗力事件的发生。受影响方应尽合理努力尽快对情况进行矫正。如果不可抗力事件的影响延续超过 60 连续自然日，双方应在合理时间内通过友好协商确定是否终止本合同。

In the event of earthquake, typhoon, flood, fire, war, strike and other force majeure events that cannot be foreseen and whose occurrence and consequences are beyond the reasonable control of the affected party, the affected party shall notify the other party of the occurrence of the force majeure event within the shortest possible time after the occurrence of the event. The affected party shall use reasonable effort to remedy the situation as soon as possible. If the effect of the force majeure event continues for more than 60 consecutive natural days, the parties shall, within a reasonable time, determine by friendly agreement whether to terminate this Contract.

对于卖方的货物未交付或交付延误或任何其他不履行或违反本合同项下的任何义务，如该等延误，违约或不履行是由于任何不可抗力引起的，卖方不承担任何责任。

The Seller shall not be held responsible and shall have no liability for any delay in delivery or non-delivery of the Goods or for any other non-performance or breach of any of its obligations under this Contract to the extent such delay, breach or non-performance is due to any Force Majeure.

买方未付款或付款延误，或任何其他不履行或违反本合同项下的任何义务，如该等延误，违约或不履行是由于任何不可抗力引起的，买方不承担任何责任。

The Buyer shall not be liable for any failure or delay in payment, or any other failure or breach of any obligation under this Contract, if such delay, breach or non-performance is caused by any force majeure.

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19. 延迟交付与罚款 Late Delivery and Penalty:

除本合同规定的不可抗力或买方代理或买方过错外,如货物未能按合同规定的期限从装运港出运,在卖方同意支付罚金的情况下,买方应同意延期发运货物。但罚金不得超过迟延发运的货物的价值总额的5%。罚金率为每七天迟延发运的货物的价值总额的1%,不足七天的应按七天计算。尽管有前述约定,如果货物因卖方过错于合同规定的发运期限届满后的十周内仍未能发运,买方有权终止该合同。尽管合同被终止,卖方仍应向买方无延迟地支付前述罚金。

Should the Goods fail to be shipped from the Port of Shipment on time as stipulated in the Contract, with exception of Force Majeure causes specified in the above clause or Buyer's Agent's fault or the Buyer's fault or the fault of the carrier, the Buyer shall agree to postpone the shipment on condition that the Seller agrees to pay a penalty. The penalty, however, shall not exceed 5% of the total value of the Goods involved in the late shipment. The rate of penalty is charged at 1% of the total value of the Goods involved in the late shipment for every seven days, odd days less than seven days should be counted as seven days. Notwithstanding the foregoing, in case the Goods fail to be shipped ten weeks later than the shipment time stipulated in the Contract due to the fault of the Seller, the Buyer shall have the right to terminate the Contract and the Seller, in spite of the termination, shall still pay the aforesaid penalty to the Buyer without delay.

20. 仲裁 Arbitration:

本合同以及任何由本合同,本合同的主题事项或合同订立引起的,或任何与本合同或其主题事项或合同订立相关的争议、主张(包括与非合同争议或主张)都应受中国法律管辖,并按照中国法律解释。

This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of China.

各应尽最大努力协商解决合同中产生或有关的争议,争执和争论,和违约。

The parties shall exercise their best efforts to resolve by negotiation any disputes, controversies or differences arising out of or relating to the Contract, or breach thereof.

凡因本合同或与履行本合同相关的争议应通过友好协商来解决。如果协商意见不能达成一致,争议应提交中国国际经济贸易仲裁委员会在北京进行仲裁。仲裁语言为中文。仲裁庭由三位仲裁员组成,首席仲裁员为各方均能接受的人选。仲裁裁决为终局,并对各方都具有约束力。在仲裁过程中,除仲裁部分外,各方应继续履行合同。除仲裁庭另有决定外,仲裁费用由败诉方承担。

All disputes in connection with this Contract or the execution thereof shall be settled through friendly negotiations. In case no settlement can be reached, disputes shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) and to be arbitrated in Beijing, in accordance with the Rules of Arbitration of the CIETAC in force. The language of arbitration shall be Chinese. The arbitration panel shall consist of three arbitrators, and the chairman of the arbitration panel should be agreed by the parties. The award given by the arbitration panel shall be accepted by the parties as final and binding. The parties shall continue to perform their obligations specified in this Contract except those affected by the arbitration. The costs of arbitration shall be borne by the losing party unless otherwise determined by the arbitration panel.

21. 税款与关税 Taxes and duties

- a. 买方和买方代理各自承担由中国政府根据现行中国税法征收的、与执行本合同有关的所有税费。进口关税和增值税由买方通过买方代理交纳。

The Buyer and the Buyer's Agent shall bear all the taxes and/or duties in connection with the implementation of the Contract levied by the Chinese government according to the prevailing Chinese tax laws respectively. Customs duties and VAT will be paid by the Buyer through the Buyer's Agent.

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- b. 卖方应交纳中国境外发生的，与执行本合同有关的一切税款。
The Seller shall pay all taxes and/or duties incurred outside China in connection with the implementation of the Contract.

22. 语言 Language

本合同以中英文书写，两种语言如有冲突，以中文文本为准。

This Contract is made in Chinese and English, and in case of any dispute, the Chinese language will prevail.

合同正本一式七（7）份，买方四（4）份、买方代理二（2）份、卖方持一（1）份。

The Contract is made in seven (7) originals, the Buyer holds four (4) original contracts, the Buyer's Agent holds two (2), and the Seller holds one (1) original respectively.

23. 其它条款 Others

- 23.1 卖方以重量交货，可以交付超过约定数量的，以重量最接近的整罐进行供货。
Seller may deliver Goods supplied by weight to the nearest whole drum load above the agreed quantity.

- 23.2 按体积供货的货物数量应被视为以使用卖方批准的标准安装技术将货物装填于一个正常商业反应器中的密度为基准进行计算。针对运输、装置装填等过程中损失或损坏的货物，无需弥补。本合同中出现的体积没有包括货物在运输，处理，装填过程中的损失或损坏。如果买方需要购买额外的催化剂以弥补该处，应该在本合同中增加修正条款以获得额外的数量。

The agreed quantity of Goods supplied by volume shall be deemed to be calculated on the basis of the density with which the Goods will pack in a normal commercial reactor using a standard charging technique approved by Seller. No allowance in the quantity despatched will be made for loss or damage of Goods during transit, charging to the Plant and etc. The Contract does not factor in any loss or damage of Goods in transit, handling, charging to the Plant. If the Buyer wants more catalyst to meet that requirement, it will place an amendment to this Contract to capture the additional quantity.

- 23.3 买方代理应根据合同中约定的数量进行支付。卖方的发票将被视为是该数量的最终证明。

The Buyer's Agent will pay for the quantity agreed in the Contract. Seller's invoice will be deemed as conclusive proof of that quantity.

- 23.4 本合同仅针对合同各方，未经其他方事先书面同意，合同项下权利和义务不得全部或部分转让。

This Contract is personal to the parties hereto and the rights and obligations hereunder may not be assigned in whole or in part without the prior written consent of the others.

- 23.5 买方代理同意其不拥有任何有关货物的质量以及性能保证的利益，但有权代表买方向卖方主张相应索赔。就货物的质量和性能，卖方对买方代理不承担任何责任。

Buyer's Agent agrees that it shall not have the benefit of the quality and performance guarantee of the Goods but entitled on behalf of the Buyer to claim against Seller, and Seller will have no liability to Buyer's Agent, in relation to the quality or performance of the Goods.

- 23.6 合成气催化剂通用销售条款中第 2.1、2.6、3.2、3.3、4、5、7.2、9、20、23.4、23.5 条，不适用本合同。

Clauses 2.1, 2.6, 3.2, 3.3, 4, 5, 7.2, 9, 20, 23.4 and 23.5 of the General Terms and Conditions of Sale for Catalyst-Synga shall not be applicable to this Contract.

- 23.7 下列附件构成，并被视为本合同不可分割的一部分。除此之外，本合同没有其它的条款和条件。

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The following schedules shall be deemed to form and be construed as an integral part of the Contract. No other terms and conditions will form part of this Contract.

附件一：性能保证银行保函模板

Schedule 1. PROFORMA BANK GUARANTEE FOR PERFORMANCE

附件二：合成气催化剂通用销售条款

Schedule 2. GENERAL CONDITIONS OF SALE FOR CATALYSTS–
SYNGAS

附件三：商务合同的技术附件

Schedule 3. TECHNICAL ANNEXURE TO COMMERCIAL CONTRACT

附件四：出口信用证模板

Schedule 4. PROFORMA REQUEST FOR AN EXPORT LETTER OF CREDIT

附件五：供需双方廉洁互保协议

Schedule 5. INTEGRITY AND MUTUAL GUARANTEE AGREEMENT BETWEEN
BUYER AND SELLER

如果本合同与合同附件出现矛盾或不一致之处，优先顺序如下：

If there is any conflict or inconsistency between this Contract and its schedules, the order of priority shall be:

- | | |
|--|--------------|
| 1. This Contract | 本合同 |
| 2. Technical Annexure to Commercial Contract | 商务合同的技术附件 |
| 3. General Conditions of Sale for Catalysts – Syngas | 合成气催化剂通用销售条款 |
| 4. Proforma Request for an Export Letter of Credit | 出口信用证模板 |
| 5. Proforma Bank Guarantee for Performance | 性能保证银行保函模板 |
| 6. Integrity And Mutual Guarantee Agreement Between Buyer And Seller | 供需双方廉洁互保协议 |

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Signatures 签署人

买方代理 The Buyer's Agent:

中国煤炭开发有限责任公司
China National Coal Development Co., Ltd.

日期 Date:

卖方 The Seller:

Johnson Matthey Plc

日期 Date:

买方 The Buyer:

中煤陕西能源化工集团有限公司
China Coal Shaanxi Energy & Chemical Group Co., Ltd.

日期 Date:

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附件一
SCHEDULE 1

性能保证银行保函模板

PROFORMA BANK GUARANTEE FOR PERFORMANCE

[BENEFICIARY NAME],
[BENEFICIARY ADDRESS].
[DATE]

We, [ISSUING BANK NAME], are informed by Johnson Matthey plc whose registered office is at 25, Farringdon Street, LONDON, UK, EC4A 4AB (“the Seller”) that the Seller has entered into Contract No [CONTRACT REFERENCE] dated [DATE] with [BENEFICIARY NAME] (“You”) for the supply of Catalyst KATALCO 51-91 and Absorbent PURASPEC 2020 to the value of USD ***** [USD *****ONLY] (“the Contract”). In connection with the Contract, we have been requested to issue a 10% (Ten percent) Performance Guarantee with a value of USD ***** [USD *****only].

Therefore, we irrevocably undertake to pay You any amount or amounts not exceeding in aggregate USD ***** [USD *****only] despite any objection by the Seller, upon receipt by us of Your first demand by letter made in accordance with the claim procedure detailed below.

Your demand must be received by us on or before [END DATE] and must be accompanied by or incorporate Your declaration as follows:

“We certify that the amount claimed is due by reason of Johnson Matthey plc having failed to fulfil its performance guarantee obligations under clause 16 of Contract No [CONTRACT REFERENCE] and has failed to discharge its liability under the said performance guarantee”.

Such declaration must be countersigned for and on behalf of the Seller.

Any demand under this Guarantee must be submitted by letter and the signature(s) on the demand authenticated by Your bankers.

A demand submitted by facsimile transmission will not be accepted.

Any demand and declaration made in accordance with the above claim procedure shall be accepted as conclusive evidence that the amount claimed is due to You under this Guarantee.

ALWAYS PROVIDED THAT:

- 1 Our liability under this Guarantee is limited to an amount or amounts not exceeding in aggregate ***** [USD *****only].
- 2 This Guarantee will come into force on [ISSUE DATE]
- 3 This Guarantee will expire on:
 - a. [END DATE] - expiry; or
 - b. If cancelled by You – cancellation; or
 - c. [EVIDENCE THAT THE CONTRACT HAS BEEN COMPLETED] – early expiry,

whichever is the earliest.

Cancellation of this Guarantee is to be effected by the return of the original Guarantee to us. You will return the Guarantee to us on expiry. The Guarantee shall be considered cancelled on expiry whether or not the Guarantee is returned to us.

Any claims hereunder must be received at this office by:

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1. the date of expiry,
2. the date of cancellation,
3. the date of early expiry,

whichever is earliest.

Without prejudice to the generality of the foregoing our responsibility as guarantors shall terminate in any event on [END DATE].

Our liability under this Guarantee shall reduce by any amount paid to [BENEFICIARY NAME] as a result of our having received a valid claim under this Guarantee as defined herein.

This Guarantee, which is irrevocable, shall not be assignable or transferable by You.

This Guarantee is subject to International Chamber of Commerce, ICC Uniform Rules for Demand Guarantees, ICC Publication No. 758.

This Guarantee shall be governed by and construed according to the laws of England, the courts of which country shall have non-exclusive jurisdiction to adjudicate on any claims directly or indirectly relating hereto.

Signed [DATE].

For and on behalf of [ISSUING BANK NAME].

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附件二

SCHEDULE 2

合成气催化剂通用销售条款

GENERAL CONDITIONS OF SALE FOR CATALYSTS-SYNGAS

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附件三

SCHEDULE 3

商务合同技术附件

TECHNICAL ANNEXURE TO COMMERCIAL CONTRACT

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附件四

SCHEDULE 4**出口信用证模板****PROFORMA REQUEST FOR AN EXPORT LETTER OF CREDIT**

To enable us to despatch your goods as quickly and economically as possible it would be helpful if the guidelines set out below could be followed when opening a documentary letter of credit. This will reduce the need to apply for amendments to the credit, keep bank charges to a minimum and also help us to present our documents quickly.

TYPE OF CREDIT	CONFIRMATION REQUIRED	BENEFICIARY
Irrevocable	YES / NO	Johnson Matthey PLC PO Box 1 Belasis Avenue Billingham TS23 1LB UK

If possible the D/C should be advised through and available with:

HSBC BANK Plc
GTRF Business Services
2nd Floor, Landmark,
St Peter's Square,
1 Oxford Street
Manchester, M1 4PB
SWIFT: MIDLGB22

Method of Advice Teletransmission

PAYMENT TERMS

to be paid/ accepted at: Sight *days from date of Bill of Lading*
* delete as applicable

CURRENCY & AMOUNT

TERMS OF SALE

INCOTERMS 2020 Port of Discharge Port of Loading Country of Origin

As per JMC Quotation No.:

Validity/Expiry Date: Expiry Place: United Kingdom

Latest Date For Shipment:

Period for Presentation of Documents: 21 DAYS AFTER DATE OF SHIPMENT

Part Shipment: Allowed* / ~~Not Allowed*~~ Transhipment: Allowed* / ~~Not Allowed*~~

* delete as applicable

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QUANTITY & DESCRIPTION OF GOODS

Please keep description brief and do not include attachments as an integral part of the Letter of Credit (e.g. copies of purchase orders)

SUGGESTED DOCUMENTS

Documentation requirements should be kept to the minimum necessary. As a standard we would provide the following:

- | | |
|---|-------------------|
| 1. Original Invoice | PlusCopies |
| 2. Original Packing List | Plus Copies |
| 3. Original Insurance Certificate | Plus Copies |
| 4. Full Set Of Shipped On Board Bills Of Lading | |

CHARGES UK Bank Charges for Account of Beneficiary
 Bank Charges Outside UK for Account of Applicant

SPECIAL INSTRUCTIONS:

- Reference to shipment advice in Letter of Credit should allow advice by e-mail
- Shipment advice, if required, to be sent within 15 Working days of shipment by e-mail
- 15 working days despatch period from bill of lading date must be allowed for Letter of Credit requiring copy documents to be sent
- Shipping marks should not be stated on the Letter of Credit
- Bills of Lading, Invoices and Insurance certificates (where applicable) to be presented via the bank only (unless agreed otherwise by Johnson Matthey PLC)
- Only bank charges incurred outside of applicant's territory will be accepted by Johnson Matthey
- Letter of Credit should stipulate documents are sent by courier from the Advising Bank to the Issuing Bank

NOTE: If you are able to have this letter of credit raised through a group office of the HSBC Bank, this would assist in the smooth operation of this transaction and speed of transmission.

Also, if your local bankers cannot advise the letter of credit through HSBC Bank in the UK, please make it freely negotiable to allow us to use HSBC's local service for presentation of documents after shipment.

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附件 5-

SCHEDULE 5 –

供需双方廉洁互保协议

INTEGRITY AND MUTUAL GUARANTEE AGREEMENT BETWEEN BUYER AND SELLER

供需双方廉洁互保协议

Integrity and Mutual Guarantee Agreement between Buyer and Seller

需方：中煤陕西能源化工集团有限公司 / 中国煤炭开发有限责任公司

PARTY A: China Coal Shaanxi Energy & Chemical Group Co., Ltd./China National Coal Development Co., Ltd.

供方：庄信万丰上市公司

PARTY B: Johnson Matthey Plc

为规范双方业务往来活动，建立诚实守信的商务合作关系，共同维护双方合法权益，防止违法违规现象发生，经友好协商，供需双方就业务往来中的廉洁事宜达成此互保协议。In order to standardize the business transactions between the two parties, establish an honest and trustworthy business cooperative relationship, jointly safeguard the legitimate rights and interests of both parties, and prevent violations of laws and disciplines, after friendly negotiation, both parties reached this mutual guarantee agreement on integrity matters in business transactions.

双方都清楚并自愿严格遵守中华人民共和国反商业贿赂的有关法律法规，双方都清楚任何形式的贿赂和和贪渎行为都将触犯法律，并将承担相应的法律后果。Both parties are aware and willing to strictly abide by the relevant laws and regulations of the People's Republic of China on anti commercial bribery. Both parties know that any form of bribery and misconduct will violate the law and bear corresponding legal consequences.

第一条 供需双方共同的权利和义务 Article 1 - The joint rights and obligations of Buyer and Seller

- (1) 严格遵守国家有关法律法规，坚持诚实守信原则，恪守商业道德，规范商务人员廉洁从业行为。Strictly abide by the relevant laws and regulations of the state, adhere to the principle of honesty and trustworthiness, abide by business ethics, and standardize the honest work behavior of business personnel.
- (2) 双方业务活动坚持公开、公正、诚信、透明的原则（商业秘密和合同文件另有规定的除外），不得损害国家和对方利益。The business activities of the two parties shall adhere to the principles of openness, fairness, good faith and transparency (except for trade secrets and otherwise provided in contract documents), and shall not harm the interests of the state and the counter party.
- (3) 发现对方工作人员在业务活动中有违反廉洁规定的行为，有及时要求对方纠正并向对方举报的权利和义务；涉嫌违法的，可以依法向有关部门举报。If it is discovered that the staff of one party has violated the integrity regulations in business activities, other party has the right and obligation to promptly require for correction and report to the that party; where violations of the law are suspected, they may be reported to the relevant government department.
- (4) 对涉嫌不廉洁的商业行为进行调查时，双方有相互配合、提供证据、作证的义务。When investigating suspected unclean business practices, both parties have obligations to collaborate, provide evidence, testify.

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- (5) 未经对方同意，不向任何新闻媒体、第三人述及有关对方工作人员恪守商业道德方面的评价、信息。Without other party's prior consent, either party will not disclose to any news media or third party the evaluation and information about your staff's compliance with business ethics.
- (6) 双方应依法保护举报人员，不得以任何方式对举报人员进行打击报复。The Parties shall protect the whistleblowers in accordance with the law and shall not retaliate against the whistleblowers in any way.

第二条 需方的廉洁责任 Article 2 – Buyer's Liability of Integrity

- (1) 需方工作人员不得以任何形式索要或接受供方的礼金、礼品和有价证券，不得在供方报销任何应由个人支付的各种费用。Buyer's staff shall not ask for or accept Seller's cash, gifts and negotiable securities in any form, and shall not reimburse at Seller's cost for any various expenses that should be paid by individuals.
- (2) 需方工作人员不得私自参加供方安排的宴请，不得私自接受供方提供的通讯、交通工具和办公用品，不得向供方泄露谈判中的商业秘密。Buyer's staff shall not privately participate in the banquet arranged by Seller, shall not accept the communication, transportation and office supplies provided by Seller without permission, and shall not disclose the trade secrets in the negotiation to Seller.
- (3) 需方工作人员不得要求或者接受供方以住房装修、婚丧嫁娶、家属及其他亲属的工作安排、出国出境、旅游等为理由所提供的方便。Buyer's staff shall not require or accept the facilitations from Seller for purchase or decoration of housing, weddings and funerals, school or work arrangements for spouses and children, and travel abroad, tours, etc.
- (4) 需方工作人员不得以任何理由向供方推荐物资供应单位、工程承包或劳务分包单位，合同另有约定除外。Buyer's staff shall not recommend material supply organization, project contractors or labor subcontractors to Seller for any reason, unless otherwise agreed in the contract.

第三条 供方的廉洁责任 Article 3 – Seller's Liability of Integrity

- (1) 供方及其工作人员不得为需方工作人员提供回扣、礼金、有价证券、贵重物品和报销个人费用。Seller and its staff shall not provide kickbacks, money, securities, valuables and reimbursement of personal expenses for Buyer's staff.
- (2) 供方及其工作人员不得为需方工作人员安排有可能影响公平、公正交易的宴请、健身、娱乐等活动。Seller and its staff shall not arrange banquets, fitness, entertainment and other activities for Buyer's staff that may affect fair and equitable transactions.
- (3) 供方及其工作人员不得为需方工作人员投资入股、个人借款或买卖股票、债券等提供方便。Seller and its staff shall not provide facilitations to Buyer's staff for investing in shares, borrow money personally, or buying and selling stocks, bonds, etc.
- (4) 供方及其工作人员不得为需方工作人员购买或装修住房、婚丧嫁娶、配偶子女上学或工作安排以及出国出境、旅游等提供方便。Seller and its staff shall not provide the facilitations to Buyer's staff for purchase or decoration of housing, weddings and funerals, school or work arrangements for spouses and children, and travel abroad, tours, etc.
- (5) 供方及其工作人员不得为需方工作人员在其相关企业挂名兼职、合伙经营、介绍承揽业务等提供方便。Seller and its staff shall not provide the facilitations to Buyer's

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staff for working as part-time, partnership, introduction of contract, etc. in its related enterprises.

- (6) 供方及其工作人员不得利用非法手段向需方工作人员打探有关涉及需方的商业秘密、业务渠道等。Seller and its staff shall not use illegal means to enquire Buyer's staff for prying trade secrets and business channels that involved Buyer's company.
- (7) 供方及其工作人员与需方发生业务往来过程中，不得有弄虚作假、以次充好、虚结虚算等违反诚信原则的行为。Seller and its staff shall not violate the principle of good faith such as fraud, shoddy charging, and false calculation during the business dealings between two parties.
- (8) 其它违反廉洁规定的行为。Other behaviors that will violate the agreement of integrity

第四条 需方工作人员有违反本协议行为的，需方应按照管理权限，依据有关规定给予纪律处分、组织处理或经济处罚；涉嫌犯罪的，移交司法机关追究法律责任。Article 4 - If Buyer's staff violates this Agreement, Buyer shall give disciplinary sanctions, organizational treatment or economic penalties in accordance with relevant provisions in accordance with the management authority; where a crime is suspected, and it shall be transferred to the judicial organizations for investigation of legal responsibility.

第五条 供方及其工作人员有违反本协议行为的，需方有权根据情节和所造成的影响采取以下相应措施：Article 5 - If Seller and its staff violate this Agreement, Buyer has the right to take the following corresponding measures according to the circumstances and the impact caused:

- (1) 情节轻微的，要求供方对相关工作人员进行处分处理，并限期整改。If the circumstances are minor, Seller shall be required to punish the relevant staff and rectify within a time limit.
- (2) 导致需方工作人员受到纪律处分、组织处理或构成犯罪的，供方按照适用的法律法规承担责任，列入永久禁入中煤市场黑名单。If this violation leads to Buyer's staff subject to disciplinary sanctions, organizational treatment, or constitutes a violation of the law, Seller shall undertake the liability in accordance with the applicable laws and regulations, and will be included in the blacklist of permanent ban on entering the China Coal Market.
- (3) 给需方造成重大社会影响或重大经济损失的，需方有权解除、终止双方尚未履行完毕的业务合同，暂停支付合同未结算款项，供方按照适用的法律法规对需方承担责任，供方因需方解除合同产生的损失由供方自行承担，列入永久禁入中煤市场黑名单。If it causes major social impact or major economic losses to your company, Buyer has right to cancel or terminate the unfulfilled business contract between two parties, and suspend the unpaid payment of the settlement contract, Seller shall undertake the liability to Buyer in accordance with the applicable laws and regulations, Seller shall burden its own losses from Buyer's termination of the contract, meanwhile, Seller will be included in the blacklist of the permanent ban on entering the China Coal Market.

第六条 本协议作为双方签订的催化剂供货合同，合同编号 **XXXXXXXXXXXX**，“主合同”的组成部分，与主合同具有同等法律效力。Article 6 - This Agreement, as an integral part of catalyst supply contract, contract number: **XXXXXXXXXXXX** ("Main contract") signed by both parties, has the same legal effect as main contract.

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第七条 本协议与主合同同时生效，有效期与合同履行期一致。Article 7 - This Agreement shall take effect at the same time as the main contract, and the validity period shall be consistent with the performance period of the contract.