

# General Terms and Conditions of Sales ("GTCS") of Mitsubishi Chemical Group Corporation (EMEA) (REF: GTCS-EMEALEG-07-25-v1)

## 1. Definitions and Interpretations

### 1.1. Definitions:

**"Bribe"** and **"Bribery"**: any payment or transfer of value or any other payment commonly held to be improper, and/or any act that would breach the US Foreign Corrupt Practices Act, the UK Bribery Act or any equivalent legislation of any OECD member state or other country.

**Buyer**: as defined in Schedule 1 of the Sales Agreement or if there is no Sales Agreement as agreed in the Order.

**Contract**: the agreement between the Parties comprising (as is applicable) these GTCS, the Order, the Sales Agreement, and any Special Conditions.

**Data Protection Legislation**: (a) the UK GDPR or the EU GDPR; (b) the EC Directive on Privacy and Electronic Communications (Directive 2002/58/EC); (c) the Data Protection Act 2018; (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (e) all other applicable national implementing laws and regulations in any jurisdiction relating to or impacting on the Processing of Personal Data, all as may be amended and supplemented from time to time. "EU GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679). "UK GDPR" means the EU GDPR as implemented by the European Union (Withdrawal) Act 2018 and as amended from time to time including by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020).

**Deliveries**: Products and/or Services (if applicable).

**Order**: the Buyer's order for the Deliveries.

**Order Confirmation**: the Seller's binding written confirmation of the Buyer's Order.

**Parties**: refers to the Seller and the Buyer collectively and each a "Party".

**Permitted Surplus or Shortfall Percentage**: the percentage as referred to in clause 5.9.

**Personal Data and Processing of Personal Data**: terms having the meaning given to those terms in the Data Protection Legislation.

**Products**: as defined in the Sales Agreement, or if there is no Sales Agreement all products specified in writing to be sold by the Seller to the Buyer.

**Quotation**: refers to a non-binding quotation for the Deliveries.

**Sales Agreement**: a written contract entered between the Parties labelled as a "Sales Agreement" in relation to the sale and purchase of the Deliveries.

**Seller**: as defined in Schedule 1 of the Sales Agreement or if there is no Sales Agreement as agreed in the Order.

**Services**: as defined in the Sales Agreement or if there is no Sales Agreement all services specified in writing to be supplied by the Seller to the Buyer or any services that are ancillary to the supply of Products.

**Special Conditions**: any special conditions agreed between the Parties as contained within the Sales Agreement, or if there is no Sales Agreement any special conditions as agreed in writing between the Parties.

**Specifications**: the specifications for the Products and/or Services as defined in the Sales Agreement or if there is no Sales Agreement as agreed in writing between the Parties.

### 1.2. Interpretation:

1.2.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2. A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.3. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted.

1.2.4. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.5. Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.2.6. A reference to writing or written excludes fax but includes email unless specifically stated otherwise.

## 2. General Provisions & Scope of Application

2.1. These GTCS shall apply to:

2.1.1. all sales of Products and supply of Services (if applicable) by the Seller to the Buyer.

2.1.2. the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law,

trade custom, practice, or course of dealing.

2.2. No variation of these GTCS will be valid unless in writing and signed by the Seller; this applies also to changes in the requirement for written form.

2.3. The Seller reserves the right on reasonable notice to the Buyer to amend these GTCS.

2.4. Appendix A to these GTCS shall apply where German is the applicable law.

2.5. Appendix B to these GTCS shall apply where French is the applicable law.

2.6. Appendix C to these GTCS shall apply where Italian is the applicable law.

2.7. Appendix D to these GTCS shall apply where Swiss is the applicable law.

## 3. Quotation, Order, and Order Confirmation

3.1. A Quotation by the Seller is not binding and may change or be withdrawn at any time.

3.2. Unless otherwise stated therein, a Quotation expires if the Buyer does not issue an Order within fourteen (14) days from the date of the Quotation.

3.3. Any acknowledgment of an Order is an acknowledgement of receipt and not an Order Confirmation.

3.4. An Order shall not be binding on the Parties until the earlier of: (a) the issuance of an Order Confirmation; or (b) the delivery of the Products; or (c) commencement of the Services.

## 4. Prices and Payment Terms

4.1. Unless otherwise specified in the Sales Agreement or in an Order Confirmation:

4.1.1. prices do not include delivery costs, VAT, other taxes and duties (if applicable), at the statutory rate;

4.1.2. payments shall be made thirty (30) days from the date of the invoice, in the same currency and to the bank each specified in the invoice; and

4.1.3. a cash, early payment or other discounts deduction are not applicable.

4.2. If the Buyer does not pay on time, the Buyer shall pay interest of 8 per cent above the base interest rate of the European Central Bank from the due date or, if lower, the highest interest rate permitted under applicable law. The Seller is entitled to seek costs of recovery and further damages.

4.3. The Contract is negotiated on open payment terms. However, the Seller reserves the right to amend these open payment terms if: (a) in the reasonable opinion of the Seller, the credit quality of the Buyer materially changes; and/or (b) economic conditions materially change; and/or (c) the Buyer defaults on payment, in each case the Seller reserves the right to require payment in advance for any Orders or future Orders.

4.4. The Buyer will make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount or otherwise.

4.5. If the Buyer or any entity within the same group of companies as the Buyer is in default of any payment obligations to the Seller or any entity within the same group of companies as the Seller, with respect to Deliveries supplied under the Contract (or for Deliveries supplied under a contract between those group entities) then the Seller may, in its absolute discretion, suspend any rebates, discount or other non-standard arrangements it has with the Buyer until payment has been received.

4.6. During each year of the Contract, the Buyer shall provide to the Seller a copy of its published annual accounts on the date of publication or as soon as reasonably practicable thereafter. Where the Buyer is not required to publish its accounts, it will provide to the Seller on a yearly basis a copy of its annual profit and loss statement and balance sheet signed by a director or duly authorised officer and the Buyer's accountant. The Seller must receive the profit and loss statement and balance sheet of the Buyer no later than six (6) months from the date of the Buyer's financial year end. For the avoidance of doubt, this shall mean that if the accounts have been prepared to include information up to and including, for example, 31 December, the accounts must be received by 30 June in the following year.

## 5. Delivery and Delivery times

5.1. Unless otherwise specified in the Sales Agreement or an Order Confirmation, deliveries are made FCA INCOTERMS 2020.

5.2. Time of delivery is indicative and not binding and is not of the essence.

5.3. The Seller is not liable whatsoever for any delay to deliveries.

5.4. Partial deliveries are permitted.

5.5. The fulfilment of the Seller's delivery obligation is subject to the timely and proper fulfilment of the obligations of the Buyer.

5.6. If the Buyer delays or refused the acceptance of the delivery, the Seller will be entitled to: (i) charge costs and any additional expenses incurred by the Seller, in connection with the delivery; and (ii) damages.

5.7. Subject to clause 5.9, the Buyer agrees to pay for the quantity

of Products delivered.

5.8. Any surplus or shortfall in the agreed quantity of Products to be delivered will not give the Buyer any right to reject the Products by reason only of any such surplus or shortfall.

5.9. Clause 5.8 shall not apply where the surplus or shortfall is: (i) greater than the percentage specified in Schedule 1 of the Sales Agreement; or (ii) where not specified in the Sales Agreement, greater than 10% of the volumes specified in an Order Confirmation, in which case the Buyer shall pay for the Products as specified in the Order Confirmation.

#### **6. Force Majeure**

6.1. The Seller's obligations, including deliveries, will be suspended in case of force majeure event(s) including but not limited to wars, natural disasters, pandemics/epidemics, strikes, lockouts, operating troubles, shortage of manpower and raw material, transportation hold-ups as well as governmental directives (including embargoes or sanctions) that prevent or delay the production or transportation or delivery or provision of services. This also applies when the Seller's suppliers, subcontractors or affiliates are affected by any of the above. If the delivery is permanently made impossible due to a force majeure event the Seller is entitled to withdraw from the applicable Order (or at its discretion the Contract) without any liability for damages. For clarity, this clause 6 shall apply in the case of any impact on deliveries linked to the export licensing laws of the EU (and applicable laws of each Member State), the UK, Japan, USA or any other applicable country or state(s).

#### **7. Title and risk**

7.1. The risk in the Products shall pass to the Buyer in accordance with the applicable Incoterm.

7.2. Title to the Products shall not pass to the Buyer until the earlier of:

7.2.1. the Seller receives payment in full (in cash or cleared funds) for the Products that the Seller has supplied to the Buyer, in which case title to the Products shall pass at the time of payment of all such sums; or

7.2.2. the Buyer resells the Products, in which case title to the Products shall pass to the Buyer at the time specified in clause 7.5.

7.3. After delivery, until title to the Products has passed to the Buyer, the Buyer shall:

7.3.1. store the Products separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;

7.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Products; and

7.3.3. maintain the Products, in accordance with Seller's documentation and guidelines of the Products, in satisfactory condition and keep them insured against all risks for their full price on the Seller's behalf from the date of delivery.

7.4. The Buyer must give the Seller such information as the Seller may reasonably require from time to time relating to:

7.4.1. the Products; and

7.4.2. the ongoing financial position of the Buyer.

7.5. Subject to clause 7.6, the Buyer may resell or use the Products in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Products. However, if the Buyer resells the Products before that time:

7.5.1. it does so as principal and not as the Seller's agent; and

7.5.2. title to the Products shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.

7.6. At any time before title to the Products passes to the Buyer, the Seller may:

7.6.1. by notice in writing, terminate the Buyer's right under clause 7.5 to resell the Products or use them in the ordinary course of its business; and

7.6.2. require the Buyer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Products are stored in order to recover them.

7.7. As far as the respective national law, where the Products are in the custody of the Buyer and requires further steps for the validity of the retention of title, for example, the registration with a registry, the Buyer has to perform them on its own costs and has to deliver proof about this to the Seller.

#### **8. Warranty**

8.1. The Seller warrants that:

8.1.1. the Products comply with Specifications at the time of manufacturing; and

8.1.2. the Services are provided with reasonable care and skill, if applicable, in accordance with Specifications.

8.2. The Seller does not provide any further expressed or implied warranty on Deliveries including but not limited to implied warranties of merchantability, fitness for any particular purpose and non-infringement of third-party rights. References to norms or similar regulations, information in safety data sheets, information on the

applicability of the Deliveries and statements in advertisements are neither warranties nor guarantees. The same applies to conformity declarations. In particular, identified uses according to the REACH Regulation [EG.] No. 1907/2006 represent neither an Contract concerning a corresponding contractual property nor a contractually stipulated utilisation.

8.3. Immediately after receipt the Buyer shall examine promptly and without undue delay the Deliveries for defects in quality, damage or errors in quantity and shall notify the Seller in writing, no later than five (5) days after receipt, pointing out the order data, invoice- and lot number. Other defects must be notified to the Seller no later than five (5) days after detection. If the Seller is not notified in time about the defects, the Deliveries are approved by the Buyer. In any case, the Seller must have the opportunity to verify the complaint.

8.4. If the notice of defects is made in time and the Seller confirms that the Deliveries do not comply with Specification, the Seller undertakes, at the Seller's sole option to either: (i) rectify; or (ii) replace the Deliveries; or (iii) refund the paid purchase price for the Deliveries. This clause 8 shall be the Buyer's sole and exclusive remedy (whether express or implied) in relation to a breach of clause 8.1 and the supply of the Deliveries.

8.5. In the event that the Deliveries are rectified or replaced as a result of a legitimate defect-related complaint, the provisions concerning the delivery time shall apply mutatis mutandis.

#### **9. General Liability Limitation**

9.1. The limits and exclusions in this clause 9 reflect the insurance cover the Seller has been able to arrange, and the Buyer is responsible for making its own arrangements for the insurance of any excess liability.

9.2. References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

9.3. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

9.3.1. death or personal injury caused by negligence;

9.3.2. fraud or fraudulent misrepresentation;

9.3.3. breach of statutory implied terms relating to title and quiet possession; and

9.3.4. defective products under the consumer protection legislation.

9.4. Subject to clause 9.3 the Seller's total liability to the Buyer shall not exceed 100% of the value of the Order to which the claim relates.

9.5. This clause 9.5 sets out specific heads of excluded loss for the purposes of this Contract. The following types of loss are wholly excluded:

9.5.1. loss of profits;

9.5.2. loss of sales or business;

9.5.3. loss of Contracts or contracts;

9.5.4. loss of anticipated savings;

9.5.5. loss of use or corruption of software, data or information;

9.5.6. loss of or damage to goodwill; and

9.5.7. indirect or consequential loss.

9.6. The Seller has given commitments as to compliance of the Deliveries to the Specification. In view of these commitments, the terms implied by law are, to the fullest extent permitted by law, excluded from the Contract.

9.7. The Seller shall not have any liability to the Buyer under the Contract for any Deliveries once a period of 12 months has elapsed commencing on the date of delivery.

9.8. This clause 9 shall survive termination of the Contract.

#### **10. Compliance**

10.1. If the Buyer notifies the Seller of a use according to Article 37.2 of the Regulation [EC] No. 1907/2006 of the European Parliament and the Council on registration, evaluation, authorisation, and restriction of chemical substances ("REACH Regulation") which requires an updating of the registration or substance safety data report, or another obligation under the REACH Regulation, the Buyer bears all verifiable expenditure. The Seller is not liable for any delivery delays resulting from the notification of this use and the fulfilment of the corresponding obligations according to the REACH Regulation. In case, for reasons of health or environmental protection, it is not possible to include this use as an identified use, and should the Buyer intend, contrary to the Seller's advice, to use the Products in a manner the Seller discourages, the Seller can immediately terminate the Contract and any accepted orders. The Buyer cannot claim damages against the Seller from the above-mentioned regulations and process or termination of this Contract in the above-mentioned circumstances.

10.2. Each Party shall, at all times, comply with their respective obligations under all applicable Data Protection Legislation in connection with the Contract.

10.3. Each Party represents, warrants and covenants that it:

10.3.1. shall not give, promise or offer any Bribe, or request, agree to receive or accept any Bribe, in connection with this Contract or its dealings with the other Party (this applies whether the Bribe is direct or

through another party, and whether or not it involves a government official);

10.3.2 is not a government official and is not affiliated with any such official;

10.3.3 shall have in place adequate procedures to prevent those performing services on its behalf from committing Bribery; and

10.3.4 shall keep accurate and true records that are not misleading of all payments made in connection with this Contract or its dealings with the other party.

## **11. Termination**

11.1 In all cases without limiting its other rights or remedies, the Seller may terminate the Contract on 30 days' written notice for any reason or with immediate effect by giving written notice to the Buyer if:

11.1.1 the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

11.1.2 the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

11.1.3 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

11.1.4 the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or continued association with the Buyer would harm the Seller's reputation;

11.1.5 the Buyer is in breach or causes the Seller to be in breach of applicable competition laws, anti-corruption laws or the Seller's anti bribery and corruption policy.

11.2 Without limiting its other rights or remedies, the Seller may stop any products in transit and suspend provision of the Deliveries (and any future deliveries) under the Contract or any other contract between the Buyer and the Seller if:

11.2.1 the Buyer becomes subject to any of the events listed in clause 11.1.1 to clause 11.1.5;

11.2.2 the Seller reasonably believes that the Buyer is about to become subject to any of the events listed in clause 11.1.1 to clause 11.1.5; and/or

11.2.3 the Buyer fails to pay any amount due under the Contract on the due date for payment.

11.3 If the Buyer becomes subject to any of the events listed in clauses 11.1.1 to clause 11.1.5 the Seller may:

11.3.1 enter any premises where the Products are stored and take possession of such Products in lieu of payment therefore; and

11.3.2 sue for damages, notwithstanding that the delivery of the Products may be by instalments.

11.4 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.

11.5 On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Deliveries supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt.

11.6 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11.7 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

## **12. Export Control**

12.1. Unless otherwise agreed in writing, the Buyer shall be responsible for compliance with statutory and regulatory requirements for the import, transport, storage, use, distribution, and export of the Deliveries.

12.2. In particular, but not limited to, the Buyer shall not use, sell or otherwise dispose of any of the Deliveries (i) for the development or production of biological, chemical or nuclear weapons; (ii) for the unlawful manufacture of drugs; (iii) in violation of embargoes or sanctions imposed by Germany, the EU, UK, Japan, or the USA or any other applicable country or state (including but not limited to Deliveries which fall under the scope of The Russia (Sanctions) (EU Exit) Regulations 2019); (iv) in violation of any legal registration or notification requirement; or (v) without having obtained all relevant approvals required under applicable laws and regulations. The Buyer shall indemnify the Seller against, and hold the Seller harmless from,

any claims, damages, costs, expenses, liabilities, loss, claims or proceedings whatsoever arising out of, or in connection with, any breach by the Buyer of its obligations set in this clause 12.

12.3. Where a statutory or regulatory approval requirement applies to the export of the Seller's Deliveries at the time of delivery/performance and such export approval is not granted upon request, the Seller shall be entitled to terminate the Contract or accepted order without any liability for the Seller. Delays in obtaining such approvals by responsible authorities will not result in the right of the Buyer to claim damages.

12.4. The Seller is also entitled to terminate any accepted orders in the event a trade prohibition applies at the time of delivery or in the event a product registration obligation applies and registration at the time of delivery/performance has not been applied for or granted.

12.5. It is a condition of the Contract that the Buyer is contracting as principal and not as agent of another person, firm or company and the Buyer shall not without the Seller's written consent assign all or any of its rights or obligations under the Contract.

12.6. The Buyer warrants and represents that it is purchasing the Products to be used by the Buyer in its own works (where applicable in the country specified by the Buyer including but not limited to in the Order) for the manufacture of an article or articles, and to the extent that Seller is permitted by law to impose such restriction, the Buyer shall not without the Seller's written consent re-sell or re-deliver the Products or any part thereof to any other person, firm or company or transport any of the Products outside the said country until the Deliveries have been converted into such articles.

12.7 The Buyer shall provide all documentation requested and provide all reasonable assistance required by the Seller in relation to any matter connected with the statutory and regulatory requirements for import, transport, storage, use, distribution, and export of the Deliveries.

12.8 The Buyer shall in relation to any related third party further down its commercial chain regarding the Deliveries:

12.8.1 undertake best endeavours to ensure that the purpose of this clause 12 is not frustrated;

12.8.2 immediately inform the Seller about any problems in adhering to this clause 12 including any relevant activities by third parties that could frustrate the purpose of this clause 12; and

12.8.3 set up and maintain an adequate monitoring mechanism to detect conduct which would frustrate the purpose of this clause 12.

## **13. Confidentiality**

13.1. Without prejudice to the Buyer's obligations contained in any confidentiality Contract or non-disclosure Contracts entered into by the Buyer, the Buyer will keep strictly private and confidential all information and documentation disclosed by the Seller to the Buyer which relates to any specifications or trade secrets of the Seller (including without limitation the Seller's proprietary processes of manufacture, know-how or methods of carrying on business) or which is designated by the Seller as confidential and will not use, copy or disclose any of such information and documentation to any third party whatsoever.

## **14. Severability**

14.1. If any term or condition of this Contract is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, it shall be severed and deemed to be deleted from this Contract and the validity and enforceability of the remainder of this Contract shall not be affected or impaired thereby. If any term or condition of this Contract is found to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, but would not be so if some part or parts of it were deleted, the term or condition shall apply with such minimal modifications as may be necessary to give effect to the original intent of the Buyer and the Seller and to make the provision enforceable.

## **15. Applicable law and Jurisdiction**

15.1 Without prejudice to each Party's obligations to comply with local laws and all applicable laws, all issues, questions and disputes concerning the validity, interpretation, enforceability, execution, and termination relating to the Contract shall be governed by the law as specified Sales Agreement; or b) if not specified in the Sales Agreement: i) the laws of Germany if the registered office of the Seller is in Germany; ii) the laws of France if the registered office of the Seller is in France; iii) the laws of Italy if the registered office of the Seller is in Italy; iv) the laws of Switzerland if the registered office of the Seller is in Switzerland; v) the laws of the Netherlands if the registered office of the Seller is in the Netherlands; or vi) the laws of England in all other circumstances. Such law is applicable with the exclusion of any other choice of law or application of the Vienna Convention on Contracts for the International Sale of Goods which is expressly excluded.

15.2 Where the applicable law is German, the courts of Frankfurt am Main shall have exclusive jurisdiction and venue. Where the applicable law is French, the courts of La Roche Sur Yon shall have exclusive jurisdiction and venue. Where the applicable law is Italy, the courts of Modena shall have exclusive jurisdiction and venue. Where the applicable law is Switzerland, the courts of Zurich shall have exclusive jurisdiction and venue. Where the applicable law is the



Netherlands, the courts of Almelo shall have exclusive jurisdiction and venue. Where the applicable law is England the courts of England and Wales shall have exclusive jurisdiction and venue.

15.3 Seller at its discretion may opt to bring any such Dispute at the competent court of the country of the Buyer's registered office or place of business under the procedural laws applicable in that country. Nothing in this clause 15 limits the right of the Seller to take proceedings against the Buyer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction. The Buyer also acknowledges that monetary damages may not be sufficient to protect the Seller's legitimate interests under this Contract and already hereby agrees that the Buyer shall be entitled to seek specific performance or injunctive relief from any court in any jurisdiction in addition to all other remedies available.

#### 16. Language

16.1 Where this Contract or any part of it including but not limited to these GCTS is provided in a language other than English, this is provided for convenience purposes only and in the event of any conflict or ambiguity, the English version shall prevail.

#### Appendix A

Where the applicable law is German, the terms contained in this Appendix A shall apply in priority:

#### Clauses 5 (Delivery and Delivery Times) shall be replaced by the following:

5.1 Unless otherwise specified in the Sales Agreement or an Order Confirmation, deliveries are made FCA INCOTERMS 2020.

5.2 Time of delivery is indicative and not binding.

5.3 The Seller is not liable whatsoever for any delay to deliveries.

5.4 Partial deliveries are permitted.

5.5 The fulfilment of the Seller's delivery obligation is subject to the timely and properly fulfilment of the obligations of the Buyer.

5.6 If the Buyer delays or refused the acceptance of the delivery, the Seller will be entitled to:

(i) Charge costs and any additional expenses incurred by the Seller, in connection with the delivery; and (ii) damages.

5.7 Any surplus or shortfall in the agreed quantity of Products delivered which does not exceed 5% of the agreed quantity will not give the Buyer any right to reject the Products by reason only of any such surplus or shortfall. The Buyer shall pay for the quantity actually delivered only.

#### Clause 7.7 of GTCS (Title and risk) shall be replaced by the following:

In the event of resale, the Buyer hereby assigns to Seller any claims together with all subsidiary rights arising from the resale of the Products which are in the ownership of the Seller to third parties until full settlement of all claims arising from the business relationship with Seller. In the normal course of business, the Buyer is entitled to collect claims arising from the further use of such Products. If facts come to Seller's knowledge which indicate a significant deterioration in the Buyer's financial situation, then, upon Seller's request, the Buyer must inform its Buyers of the assignment, refrain from disposing of the debts in any way, give Seller all the necessary information about the inventory of Products which are Seller's property and the claims assigned to Seller, and shall provide Seller with the necessary documents to enforce the assigned claims. In case of levies of execution or seizure attachments by third parties the Buyer must inform Seller immediately. The Buyer shall bear costs caused by Seller's intervention.

Processing or conversion of the Products which are in the ownership of the Seller is carried out on behalf of Seller without any obligation for Seller. Seller is considered the manufacturer in the meaning of section 950 of the German Civil Code, and Seller acquires ownership of the intermediate and end products, excluding the Buyer as owner, in proportion to the invoice value of Seller's conditional Products to the invoice values of the third-party goods. The same applies to combination or mixing of Products with third-party goods in the sense of sections 947, 948 German Civil Code.

#### Clause 8 of GTCS (Warranty) shall be replaced by the following:

8.1 The Seller warrants that:

8.1.1 the Products comply with Specifications at the time of manufacturing; and

8.1.2 the Services are provided with reasonable care and skill, if applicable, in accordance with Specifications.

8.2 The Seller does not provide any further expressed or implied warranty on Deliveries including but not limited to implied warranties of merchantability, fitness for any particular purpose and non-infringement of third-party rights. References to norms or similar regulations, information in safety data sheets, information on the applicability of the Deliveries and statements in advertisements are

neither warranties nor guarantees. The same applies to conformity declarations. In particular, identified uses according to the REACH Regulation [EG.] No. 1907/2006 represent neither an Contract concerning a corresponding contractual property nor a contractually stipulated utilisation.

8.3 Reference to § 377 German Commercial Code (HGB) is made. The Buyer is obliged to examine promptly and without undue delay the Deliveries upon receipt in quality or errors in quantity and shall notify the Seller in writing, no later than five (5) days after receipt, pointing out the order data, invoice- and lot number. Other defects must be notified to Seller in writing when they become visible and no later than five (5) days after detection. If Seller is not notified in time about the defects, the Deliveries shall be deemed approved by the Buyer. In any case, Seller must have the opportunity to verify the complaint.

8.4 The Deliveries shall not be deemed non-conforming solely by reason of minor modifications or changes in Specifications provided by the Buyer.

8.5 Any advice in the mode of application is not binding on Seller and shall not release the Buyer from its duty to check whether the Products are suitable for the procedures and technologies intended by it or its Buyers. Other than the warranty scenarios described in Clause 8.1 above, Seller does not assume any liability and all and any claims for damage against Seller related to advice, suggestions, recommendations and/or any other communication about the mode of application shall be excluded.

8.6 In the event of legitimate claims for defects the Seller may choose subsequent performance by rectification or replacement. This shall have no effect on the right to refuse the type of subsequent performance chosen pursuant to statutory requirements. Subsequent performance does not include removal of the defective Product or re-installation of the non-defective product or reimbursement of the associated costs if Seller's original obligations do not include installation. However, this does not apply in the event of delivery of the Products to the consumers or resellers who directly or indirectly sell Products to the consumers. This clause 8 shall be the Buyer's sole and exclusive remedy (whether express or implied) in relation to a breach of clause 8.1 and the supply of the Deliveries.

8.7 All warranty claims of Buyer according to this Clause 8 are time-barred after twelve (12) months upon the transfer of risk of the Deliveries. This Clause 8.7 does not apply to claims arising from:

(i) injury to life, body or health, (ii) willful or grossly negligent breaches of duty of the Seller or its vicarious agents or (iii) the German Act on Product Liability (*ProdHaftG*) or any other mandatory liability, which shall in each case be time-barred in accordance with the statutory provisions.

#### Clause 9 of GTCS (General Liability Limitation) shall be replaced by the following:

9.1 The liability of Seller under these GTCS, any Sales Agreement and/or any Order shall be limited as follows:

9.2 Seller shall be fully liable for damages in the event of intent or gross negligence.

9.3 In the event of slight negligence (*einfache Fahrlässigkeit*) Seller shall only be liable for damages to life, body and health resulting from a culpable breach of duty by Seller as well as for damages resulting from breach of an essential contractual obligation (i.e. an obligation the fulfilment of which is essential for the proper performance of the Contract and the observance of which the other party regularly relies on).

9.4 In the event of a breach of an essential contractual obligation, Seller's cumulative liability shall be limited to the foreseeable, typically occurring damages. The parties agree that the amount of the foreseeable, typically occurring damages does not exceed the amounts paid by Buyer to Seller for the affected accepted order.

9.5 The limitations of liability set out herein shall also apply to any special, incidental, consequential or indirect damages arising from or in relation to any Deliveries. The limitations of liability set out herein shall also apply to damages resulting from a breach of duty by vicarious agents or legal representatives of Seller.

9.6 Liability according to the German Product Liability Act, in case of maliciously concealed defects and in case of an accepted quality guarantee for the products remains unaffected.

#### Appendix B

Where the applicable law is French, the terms contained in this Appendix B shall apply in priority:

#### Clause 1.1 of the GTCS (Definitions and Interpretation) is integrated with the following definition:

"Writing" in the sense of this clause 1.1 means a Contract signed by duly authorized representatives of both parties.

#### Clause 4.1.1 of the GTCS (Price and Payment terms) is removed and replaced as follows:

4.1.1. prices include applicable taxes and do not include delivery costs, at the statutory rate; Clause 4.2 of the GTCS (Price and Payment

**terms) is removed and replaced as follows:** In accordance with the legal and regulatory provisions in force, in the event of late payment or partial payment, the sums due will automatically and without formal notice bear interest at a rate corresponding to three times the legal interest rate, without this clause affecting the due date of the debt. In addition, a fixed indemnity for collection costs amounting to 40 euros per invoice concerned will be due to Seller for each delay or absence of payment. Seller may ask the customer for additional compensation if the recovery costs actually incurred exceed this amount, on presentation of supporting documents. These late payment penalties will be payable by operation of law from the day following the date of payment shown on the invoice issued by Seller.

**Clauses from 7.2 (included) to 7.6 (included) of the GTCS (Title and risk) are removed and replaced as follows:**

7.2 It is expressly stipulated as an essential condition of sales concluded in execution of these GTCS that the transfer of ownership of the Products delivered is suspended until the price has been paid in full by the Customer.

7.3 In the event of total or partial non-performance of the obligation to pay the price, the Customer must immediately return, at its own expense, to Seller upon formal notice from the latter, the Products received in performance of the contract concerned, including if they have been incorporated, and/or the price paid to the Customer by the sub-purchaser for these same Products sold with a reservation of ownership clause.

7.4 If the Customer fails to fulfil this obligation to return the Products immediately, it may be forced to do so by a summary order authorizing Seller, in application of this retention of ownership clause, to take back the Products sold at the Customer's expense in any place and at the latter's exclusive expense.

7.5 Seller may also claim from the sub-purchasers the price or part of the price of the Products sold with a retention of ownership clause which has not been paid, settled in value, or offset in a current account between the Customer and its sub-purchasers. In order to exercise this right, the Customer undertakes to provide Seller, without delay and at the latter's first request, with all useful information and/or documents concerning its sub-purchasers (identity, state of sale, method and deadline for payment, etc.).

The part of the price which may have already been paid to Seller will be retained by the latter as consideration for the use of the Products sold.

**Clause 9 of the GTCS (General Liability Limitation) is removed and replaced as follows:** With the exception of gross negligence on the part of Seller and compensation for bodily injury, the liability of Seller, for all damages and claims, is limited to the amount invoiced by Seller under the contract in question, exclusive of tax.

Seller's liability may only be incurred in respect of direct material damage and only in the event of fault committed by Seller, proved by the Customer. Seller may, in no case, be held liable for indirect and immaterial damage, financial or incidental to the action initiated (such as loss of earnings, operating or customer losses, damage to image, loss of opportunity, suspension of activities, etc.). Seller shall under no circumstance be liable for any damage caused by the fault and/or negligence of the Customer and/or third party.

In any event, in order to claim compensation, and within the limits described, the Customer must immediately send Seller written notice of default, offering Seller the opportunity to remedy the damage within a reasonable period of time, and that Seller has not fulfilled its obligation at the end of this period. The notice of default must specify in as much detail as possible the alleged fault of Seller, in order to allow Seller to take the necessary measures, without acknowledging its responsibility. The Customer shall indemnify Seller against all claims by third parties in respect of product liability, in the event that a product has been delivered by the Customer to a third party and that this product was partly made up of materials or products delivered by Seller to the Customer, unless the Customer demonstrates by means of unequivocal and convincing evidence that the alleged damage was caused solely by Seller's materials or products.

**New clause 16 is added to the GTCS**

16 Performance of obligations

By express derogation from the provisions of Articles 1219 and 1220 of the Civil Code, the parties undertake to fully and completely perform all of their obligations stipulated under the terms of an Contract, even in the event of non-performance thereof by the other party and regardless of the seriousness of such non-performance, and the parties expressly and irrevocably waive the right to rely on this provision.

Finally, each party expressly and irrevocably waives the right to accept imperfect performance of a Contract or to request a proportional reduction of the price, in express derogation of Articles 1222 and 1223 of the Civil Code.

Obligations stipulated under the terms of a Contract, even in the event of non-performance thereof by the other party and regardless of the seriousness of such non-performance, and the parties expressly and

irrevocably waive the right to rely on this provision.

The parties waive the right to terminate an Contract in accordance with Article 1226 of the Civil Code, even in the event of a serious breach by one of the parties of its obligations under the Contract in question, the non-defaulting party nevertheless retaining the right to seek judicial termination of the Contract in question in the event that such a breach is proven.

**New clause 17 is added to the GTCS**

17 Unforeseeable circumstances

In the case of an unforeseeable event during the order compromising the balance of the order to the point of making it unduly expensive for Seller to execute its obligations, the parties agree to negotiate in good faith the modification of a Contract in order to remedy this. The following events are included in particular: changes relating to standards, legislation and/or regulations, changes in the prices of raw materials.

Notwithstanding article 1195 of the French Civil Code, if the parties cannot reach an Contract within a period of 30 calendar days from the request for review, or any other time period agreed in writing between the parties, Seller will have the option to terminate the order(s) concerned subject to the sending of a registered letter with acknowledgement of receipt, allowing a minimum notice period of thirty (30) calendar days, without this termination entitling one or other of the parties to any compensation. If payments on account have been made by the Customer, they will be kept by Seller.

## Appendix C

Where the applicable law is Italy, the terms contained in this Appendix C shall apply in priority

\_\_\_\_\_, \_\_\_\_\_  
Place Date

\_\_\_\_\_  
Customer's signature and stamp

The Customer specifically accepts the following provisions, according to articles 1341 and 1342 of the Italian civil code:

Clause 2 - "General Provisions & Scope of Application"

Clause 4 - "Prices and Payment Terms"

Clause 5 - "Delivery and Delivery times"

Clause 6 - "Force Majeure"

Clause 7 - "Title and risk"

Clause 8 - "Warranty"

Clause 9 - "General Liability Limitation"

Clause 10 - "Compliance"

Clause 11 - "Termination"

Clause 12 - "Export Control"

Clause 15 - "Applicable law and Jurisdiction"

\_\_\_\_\_, \_\_\_\_\_  
Place Date

\_\_\_\_\_  
Customer's signature and stamp

## Appendix D

Where the applicable law is Swiss, the terms contained in this Appendix D shall apply in priority:

**Clause 7.7 of the GTCS (Title & Risk) shall be supplemented as follows:**

7.7 Retention of title shall only be enforceable if registered in the official retention of title register of the Buyer's canton in accordance with Swiss law. The Buyer shall bear the costs and provide proof of registration to the Seller.

**Clause 9 of GTCS (General Liability Limitation) shall be supplemented by the following:**

Any limitation or exclusion of liability shall not apply to damages caused by willful misconduct or gross negligence, nor to mandatory liability under the Swiss Product Liability Act.