

## §1 - General – Scope of validity

1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") of ARKEMA GmbH and affiliated companies with their registered office in Germany (hereinafter referred to as "Arkema") apply to contracts for the purchase of goods, without consideration of whether the supplier/service provider manufactures the goods itself or purchases them from external suppliers, as well as for work contracts and service contracts.

1.2 The GTCP apply to an individual contract between the supplier/service provider including its subcontractors (hereinafter referred to as the "Contractor") and Arkema (hereinafter referred to as the "Client"). Unless otherwise agreed, the GTCP also apply – in the version that is valid at the time of the conclusion of the contract or at any rate in the last version communicated in text form – for similar future contracts without needing to be referenced in every individual case.

## §2 – Agreement and contract conclusion

2.1 Any contract (as well as any change thereof) must be concluded in the written form. Any contract conclusion requires the issuing of an order/contract document by the Client. Verbal commitments are only valid if they have been made the subject matter of a written agreement.

2.2 The contractual language is German. All correspondence and all other records and documents must be written in German. This also applies for all other types of documentation, e.g. down payment and warranty guarantees.

In the event that the contractual partners also use a different language, the German text has priority.

2.3 The Contractor must submit its order confirmation in writing to the Client within seven (7) business days. If no confirmation is received within this period, the Client has seven (7) business days to inform the Contractor of its decision to cancel the order/contract.

2.4 These GTCP only apply to companies within the meaning of Section 310 Par. 1 BGB [Bürgerliches Gesetzbuch (German Civil Code)].

2.5 The GTCP have priority over all general conditions that are given in the invoices and other documents of the Contractor, even if the Client accepts its delivery/service without reservation in the knowledge of the general conditions of the Contractor. Another regulation applies if the GTCP are invalidated by a legal provision or applicable regulations.

## §3 – Pricing – Terms of invoicing and payment

3.1 The prices listed in the order/contract are exclusive of VAT and include all costs incurred. Additional costs may not be invoiced without a written declaration of consent from the Client.

3.2 Invoices may only be processed if the order number is specified on the invoice. The Contractor is responsible for all consequences resulting from non-compliance with this obligation, unless it can prove that it is not responsible in this regard.

3.3 Unless otherwise agreed in the order/contract, invoices must be settled by the Client within fourteen (14) days minus a three (3) percent discount or thirty (30) days net after full completion of the delivery/service (acceptance) and after the invoice date. If the Client is entitled to a right of retention, the discount eligibility remains reserved for the amount justifiably withheld.

3.4 If there is an objection concerning one or more invoice items and the Client is therefore entitled to claims arising from incomplete or defective services, then the Client is entitled to withhold due payments without the assertion of any penalties or interest on arrears. Assignments of receivables directed against

the Client are only possible with the prior written consent from the Client.

## §4 – Delivery terms, delivery dates, contractual penalty

4.1 All deliveries/services must take place in compliance with the Incoterms or other delivery conditions specified in the order documents. Unless otherwise stated in the order documents, all deliveries must be delivered in accordance with the latest Incoterms "Delivered Duty Paid" (DDP) at the specified location on normal business days and during the defined product acceptance hours. In the event of deviating agreements, the Client takes out its own insurance cover (i.e. as a customer exempt from taking out forwarding insurance).

4.2 The Contractor must deliver the goods within the contractually specified periods. Partial deliveries are possible. The Contractor undertakes to inform the Client immediately in writing if circumstances occur or become known to it that will result in the stipulated delivery times not being met.

4.3 In the event of a default in delivery, the Client is entitled to the claims specified by law. In particular, the Client is entitled to demand compensation instead of performance and to withdraw from the contract after unsuccessful expiry of a reasonable grace period. If the Client demands compensation, then the Contractor is entitled to prove to the Client that it is not responsible for the breach of duty. As damages for default, a flat rate of one per cent of the value of the delivery/service may be demanded per week unless the Contractor can prove a lower level or lack of damage.

## §5 – Withdrawal - Compliance

5.1 If, after conclusion of a contract with the Contractor, it becomes discernible that the claim to the counter-performance is endangered by the inability of the Contractor to render the performance, and if the Contractor is unable to furnish a security, then the Client is entitled to withdraw from the contract with the Contractor with respect to the deliveries/services pertaining to this Contractor, provided there is no other possibility of use for these deliveries/services of the Contractor.

5.2 In the event of withdrawal, the Contractor is entitled to compensation for the expenses in vain. This compensation claim requires that the Contractor cannot otherwise use the preliminary services rendered for the contract. Compensation for lost profit is excluded.

5.3 If provisions applicable to the subject matter of the contract require that the Contractor fulfil certain requirements ("compliance") and it does not fulfil them in individual cases, then the Client is entitled to withdraw from a concluded contract or terminate it with effect for the future. In this case, there are no claims for reimbursement or compensation of the Contractor. This applies in particular, but not exclusively, to compliance with the requirements arising from the Code of Conduct for Contractors (suppliers and service providers incl. subcontractors) of Arkema, the Mindestlohngesetz [MiLoG, Minimum Wage Act], the Arbeitnehmerentsendegesetz [AEntG, Employee Posting Act], the Arbeitnehmerüberlassungsgesetz (AÜG, Employee Leasing Act), the applicable industry tariff agreements, data protection laws, the General Data Protection Regulation (GDPR), and the REACH Regulation.

## §6 – Inspection of defects - Liability for defects

6.1 The Contractor must inform the Client of all risks in connection with the delivery/service, including but not limited to safety and health risks and all other potential risks.

The goods delivered or services rendered by the Contractor must be free of rights of third parties.

6.2 The Client is obliged to inspect the delivery/service within a reasonable period of time for any deviations in quality/quantity and to provide notification of any defects in a timely fashion. The complaint is timely as long as it is received by the Contractor within a period of two (2) weeks after the date of receipt of goods or, in case of hidden defects, the date of discovery.

6.3 The Client is entitled to the statutory defect claims without limitation. In any case, it is entitled to demand rectification of defects or delivery of a new item/service from the Contractor at its choice. The right to compensation, in particular compensation instead of the delivery/service, remains expressly reserved.

6.4 The Client is entitled to carry out the rectification of defects itself at the expense of the Contractor if the Contractor is in default with the supplementary performance.

6.5 The limitation period is thirty-six (36) months, calculated from the date of transfer of risk, unless the law provides for longer limitation periods.

#### **§7 – Liability – Indemnification - Liability insurance cover**

7.1 The Contractor is liable in accordance with these terms and conditions and the statutory provisions. It must hold the Client and its insurer harmless.

7.2 In the context of its liability for damages, the Contractor is likewise obliged to reimburse the Client for any expenses arising from or in connection with a recall carried out by the Client. The Client must inform the Contractor of the content and scope of the recall measures to be carried out – as far as possible and reasonable – and give the Contractor the opportunity to comment. Other statutory claims remain unaffected.

7.3 The Contractor undertakes to maintain a product liability insurance policy with a – flat-rate – cover sum of ten (10) million EUR per personal injury / property damage. If the Client is entitled to further claims for damages, these remain unaffected.

7.4 Without further information with respect to this topic in the order documents, the price includes the purchase of the intellectual property that has been implemented by the Contractor and delivered to the Client (including but not limited to drawings, studies, manuals, and documents). Consequently, the Contractor transfers and guarantees the assignment of all rights of use to these specific elements – including but not limited to the rights of reproduction, depiction, translation, adaptation, sale, and marketing in all media and for all types of use – exclusively to the Client. This transfer applies for the entire lifetime of the intellectual property rights in all countries and in all languages.

7.5 The Contractor guarantees that no rights of third parties within Germany are violated in connection with its delivery/service.

7.6 The Contractor must indemnify the Client against and, to the extent appropriate, reimburse the Client for claims or complaints of third parties that are asserted during or after fulfilment of the order due to violation of third-party rights.

7.7 In the event of claims for damages of the third party, the Contractor reserves the right to prove that it has not culpably violated the rights of the third party.

7.8 The Contractor's obligation to indemnify the Client refers to all expenditures that are necessarily incurred by the Client due to or in connection with the claim of a third party, insofar as the Contractor does not prove that it is not responsible for the breach of duty underlying the violation of the property rights.

7.9 The limitation period for these claims is three (3) years, beginning with the date of transfer of risk.

#### **§8 – Retention of title**

8.1 If the Client makes parts available to the Contractor, the Client reserves the title thereto. Processing or conversion by the Contractor are carried out on behalf of the Client. If the reserved goods are processed with other objects not belonging to the Client, it acquires the co-ownership of the new item in proportion to the value of the item (purchase price plus VAT) with respect to the other processed items at the time of processing.

8.2 If the item made available by the Client is inseparably mixed with other objects not belonging to it, then it acquires the co-ownership of the new item in proportion to the value of the reserved item (purchase price plus VAT) with respect to the other mixed items at the time of mixing.

If the mixing is carried out in such a way that the Contractor's item is considered to be the main item, then the Contractor is deemed to have transferred co-ownership to the Client proportionately. The Contractor maintains sole ownership or co-ownership on behalf of the Client.

8.3 If the aforementioned property rights to which the Client is entitled exceed the purchase price of all reserved goods of the Client by more than 10%, then the Client is obligated, at the request of the Contractor, to release ownership rights at its discretion so that the over collateralisation is eliminated.

#### **§9 – Force majeure**

9.1 Force majeure only releases the Contractor from its contractual obligations in the scope to which and for the duration for which it cannot fulfil them. It bears all costs incurred by the event of force majeure. Under no circumstances do employee strikes release the Contractor from its liability for default or non-performance. The Contractor must inform the Client immediately of an event of force majeure and must enclose all necessary and appropriate documents.

9.2 If the event of force majeure lasts for longer than one (1) month, then the Client has the option to terminate the contract immediately and ipso iure without compensation payments.

The Contractor must reimburse the Client for all payments already made which do not correspond to the goods/work/services delivered at the time of the occurrence of the force majeure.

#### **§10 - Assignment – Use of subcontractors**

10.1 Without the prior written consent from the Client, the Contractor does not have the right to assign the contract in whole or in part to third parties.

10.2 Within thirty (30) days after the sending of such a notification, the Client may terminate the contract with advance notice of one (1) month and without being required to pay any claims for reimbursement.

10.3 For its part, the Client has the option to assign the rights and/or obligations resulting from the contract in whole or in part to any unit of ARKEMA GmbH and affiliated companies with their headquarters in Germany and/or to third parties that replace the Client.

10.4 The use of subcontractors requires the prior written consent from the Client. Exceptions to this are freight carriers and freight forwarders who make use of a general cargo alliance. If the Contractor uses subcontractors with the consent from the Client, it must ensure compliance with the statutory provisions and the provisions of the contract between the Contractor and the Client by the subcontractors.

In any case, the Contractor remains solely responsible for the proper performance of the delivery/service. The Contractor releases the Client from any claims of the Contractor's subcontractors or of the subcontractor's employees

**§11 – Work, health, safety, and environmental protection requirements**

11.1 At the time of the delivery/performance at the locations specified by the Client, the Contractor must comply with the applicable rules at the site and ensure that its employees comply with these rules in the areas of safety, health, working conditions, and environmental protection as well as all applicable laws and provisions at the place of delivery/performance.

11.2 In the event of a violation of one of these rules, the Contractor and/or a third party may be refused entry to the delivery location under its responsibility, or they may be escorted from the business premises or location of the Client. All consequences of a violation of these rules, including the refusal of entry to or removal from the delivery location, are borne by the Contractor.

**§12 - Confidentiality**

12.1 The documents or information exchanged between the parties which may come into the possession of the Contractor as a result of the order/contract, as well as all documents created by the Contractor during the fulfilment of the order, must be treated as strictly confidential. They may not be made accessible to third parties without the express written consent of the respective other party.

12.2 Each party must comply with this confidentiality obligation for the entire period of the order fulfilment and beyond.

12.3 The Client and Contractor also undertake to store personal data exclusively for business purposes and to process and forward such data only in accordance with the applicable statutory regulations on data protection.

**§13 – Applicable law - Jurisdiction**

13.1 These GTCP and the order/contract are subject to German law, under exclusion of the UN Convention on Contracts for the International Sale of Goods.

13.2 In case of disputes arising from or in connection with the order/contract, an amicable agreement must first be attempted between the parties. If no amicable agreement is reached, then the exclusive and international jurisdiction for all disputes arising from or in connection with the order/contract is Düsseldorf, Germany. All disputes must be brought before the Chamber of Commerce of the Regional Court of Düsseldorf. However, the Client is always entitled to file suit at the place of fulfilment of the delivery obligation in accordance with the GTCP or a written individual agreement that has priority. Legal provisions with priority, in particular with regard to exclusive jurisdictions, remain unaffected.

**§14 – Miscellaneous clauses**

14.1 If a provision of the contract should be or become unlawful or unenforceable according to a legal norm or a court decision, the provision in question will be considered void without a resulting cancellation of the remaining contract. If the provision in question is a significant provision of the order, then the parties will negotiate a supplementary agreement in good faith.

14.2 If the Contractor suspends its payments, if a provisional insolvency administrator is appointed, if insolvency proceedings are opened over the assets of the Contractor, or if there are bill or cheque protests against the Contractor, then the Client is entitled to terminate the contract without any resulting claims against the Client. If the contract is terminated by the Client, then the deliveries/services carried out up to that point will only be invoiced at the order price insofar as they can be used by the Client as intended. The damage incurred by the Client will be taken into account in the invoicing.