

General Terms and Conditions of Purchase of Mitsubishi Chemical Advanced Materials AG

1. IN GENERAL

- 1.1 These General Terms and Conditions of Purchase ("GTCP") shall apply to all the orders of Mitsubishi Chemical Advanced Materials AG (hereinafter "MCAM"). By accepting our order, the Supplier agrees to the following terms.
- 1.2 These GTCP shall apply on an exclusive basis. MCAM hereby expressly objects to any other general terms and conditions of business of the Supplier. Neither the unconditional acceptance of deliveries or service performances nor the unconditional payment of the Supplier's invoices shall be considered as acknowledgement of the general terms and conditions of business of the Supplier. Any deviations from the GTCP shall be binding on MCAM only if a specific written agreement has been made with regard thereto.
- 1.3 Orders and delivery schedules and corresponding changes and amendments must be in writing. Emails do not comply with this written form requirement.
- 1.4 Cost estimates shall be binding and the expenditure necessary to draw them shall not be remunerated unless otherwise agreed in writing.
- 1.5 Order confirmations must be submitted immediately. Failure to submit an order confirmation within 10 days upon receipt of an order shall be deemed acceptance of our order upon the terms contained therein. MCAM is however entitled to revoke without cost an unconfirmed order within a further 10 days. Deviations in the order confirmation relating to our order require our written consent to be binding.
- 1.6 Letters, dispatch notes, delivery notes, invoices and other accompanying documents must bear our order number.
- 1.7 Any additional costs and expenses arising out of non-compliance with the terms of our order, particularly in relation to dispatch and customs clearance, shall be borne by the Supplier.

2. PRICES

- 2.1 Subject to written agreements to the contrary, the agreed prices shall be deemed to be fixed including packaging, transport, customs, weighing, measuring as well as any other delivery costs. VAT, to the extent applicable, must be showed separately.
- 2.2 Reservations in respect of price increases shall be valid only if they have our express written approval.
- 2.3 Payments are rendered after the flawless delivery or acceptance of the goods and/or provision of the services, the receipt of the documents requested in the order as well as a proper and auditable invoice. Unless otherwise agreed in writing, MCAM shall pay within 60 days net from the invoice date, subject to receipt of the goods or provision of the services, whichever is last.

3. DELIVERY AND SERVICE PERFORMANCE

- 3.1 The Supplier acknowledges that the nature of MCAM's activity is such that the delivery dates or dates of service performance requested by MCAM and accepted by the Supplier are of the essence for MCAM. Agreed times and deadlines shall be binding. If the Supplier anticipates difficulties with respect to the delivery date or dates of service performance or similar circumstances which may hinder timely delivery/service performance or delivery of the agreed quality or quantity, it must immediately notify MCAM thereof. The effects of default shall not be excluded by such a notice. MCAM or its agent shall be entitled to convince itself during normal business hours that Supplier or its approved subcontractors are in compliance with these GTCP and/or the terms of the respective agreement concluded under these GTCP.
- 3.2 In the case of late delivery or late service performance, agreed penalties may be withdrawn or demanded without evidence of the damage suffered from the invoice amount. Late deliveries or late service performance, irrespective of the reasons, gives MCAM the right to cancel the order without notice or to set an adequate grace period for subsequent performance, subject to damage compensation claims. The acceptance without reservation of late delivery or service performance does not constitute a waiver of the compensation claims arising out of late delivery or service performance.
- 3.3 Partial deliveries and early deliveries must not occur without our express agreement.
- 3.4 The goods to be delivered and services to be performed must comply with the latest recognised technical rules with respect to safety and be manufactured and performed so as to ensure that where used in compliance with provisions and handled with due care they do not present a life or health risk.
- 3.5 The goods must be accompanied by delivery note indicating our order number and reference, a designation of

the good, the net and gross weight and precise number of items. Partial and left-over deliveries must be designated as such. The delivery shall only be deemed to have been made after the documents required in the order and the technical documents are in MCAM's possession.

- 3.6 MCAM reserves the right to take over charged packaging as own property or to return it against a credit note.
- 3.7 The Supplier shall be liable for any damage incurred during transport as a result of insufficient packaging. Insurance shall be borne by the Supplier. Up until delivery at the agreed place, the goods shall travel at the cost and risk of the Supplier in accordance with DDP INCOTERMS 2020.

4. QUALITY OF THE GOODS AND SERVICES, WARRANTY, DEFAULT CLAIMS AND RIGHT OF RECOURSE

- 4.1 The Supplier warrants delivery that fully conforms to contract and is faultless, use of good raw materials, goods in good condition, which are appropriate for the intended use. The Supplier performs the services in accordance with the latest state of the art science and technology.
- 4.2 The Supplier must timely inform MCAM of any planned change to the product ordered by MCAM, its features and the production process and provide a sample upon request. Changes may only be made after receiving the written approval from MCAM – after MCAM could make use of the possibility of verification and validation.
- 4.3 No limitations on the warranty and liability of any kind shall be accepted. The rights to an exchange and reduction in price as well as damage compensation shall be reserved in every case. The warranty period is two years and starts after the performance of the service or delivery of the goods to MCAM at the place of performance or the acceptance by MCAM (transfer of risk). Defect claims may be made during the entire warranty period. The costs for necessary trials, attempts, etc. as a result of delivery not conforming to the order or defective delivery shall be borne by the Supplier. Any payment and use of the delivered goods shall not be deemed an acceptance of the delivery and performance with respect to quality and quantity.
- 4.4 MCAM reserves the right to fully or partially retain payment in the case of a defect, to the extent MCAM claims a replacement, until the Supplier performs its duty to make a conforming replacement delivery, or until the situation concerning rescission, price reduction and compensation have been clarified in a binding manner.
- 4.5 If (i) the Supplier does not fulfill its duty to rectify any defects as specified without having valid grounds to refuse to provide rectification, (ii) the Supplier seriously and irrevocably refuses to provide rectification, (iii) rectification has failed, (iv) there are fears of a loss of use of the goods, or (v) rectification may not be further postponed due to other reasons, MCAM has the right to remedy the defects itself at the cost and liability of the Supplier, or allow this work to be undertaken by third parties. MCAM is in this case entitled to demand compensation from the Supplier for the required measures.
- 4.6 The Supplier hereby guarantees that no patents, copyrights, trademark rights or any other third-party proprietary rights are infringed, or competition claims of third parties are justified upon in connection with its deliveries or service performances. In the event recourse is nevertheless taken against MCAM by a third party for damage compensation due to an infringement of any third party rights, the Supplier shall be obligated to release MCAM and its sublicensee or affiliated companies from such claims upon first written demand and to reimburse MCAM and its sublicensee or affiliated companies for any expenses or damage incurred in the fulfillment of the claims which can only be fulfilled by MCAM in person. The Supplier will amend the items of its delivery or service performance in a way that future infringements of third-party rights or competition claims are excluded or will provide MCAM with a respective license without any additional costs to be incurred for MCAM. MCAM shall not be entitled to conclude any agreements with the third party to resolve its claims due to the infringement of third-party rights without the approval of the Supplier; in particular, MCAM may not reach a settlement. The Supplier's duty to release MCAM shall refer to all expenses necessarily incurred by MCAM or a sublicensee from or in connection with a third party's assertion against MCAM.
- 4.7 In the event an action is brought against MCAM on grounds of product liability, the Supplier has an obligation to hold MCAM harmless from any such claims insofar and to the extent the damage is caused through the deficiency of an item delivered by the Supplier under the respective agreement. The Supplier shall accept liability in such cases for all costs and expenditure, including the costs of any legal proceedings or product recall. Statutory provisions shall further apply. The Supplier shall maintain product and business liability insurance with reasonable insured sums, as is customary in the industry, which shall be proven to MCAM upon request. The Supplier's contractual and legal liability remains unaffected by the extent and amount of its insurance coverage.

5. CONFIDENTIALITY

- 5.1 MCAM's orders and the related commercial and technical details must be treated as confidential by the Supplier. Equally, the Supplier may only disclose the existence of the business relationship if MCAM has given its written consent thereto.
- 5.2 Any business or technical information (including but not limited to features to be inferred from any items handed-over, documents or software, and any other knowledge and experience) made accessible by MCAM or its affiliated companies to Supplier must be kept confidential in respect of third parties and may only be made available to persons within the Supplier's company who need to use such information for the purposes of the delivery or performance to MCAM and are bound by confidentiality obligations not less stringent than stipulated in this section 5 accordingly. Without MCAM's prior written consent, such information – except deliveries to MCAM – may not be replicated or used for marketing purposes. Upon MCAM's request, any information originating from MCAM (including any copies and notes) and items lent must be immediately returned in full or destroyed according to MCAM'S instructions. MCAM reserves all the rights in such information (including copyrights and the right to apply for industrial property rights, such as patents, utility patents, etc.). Insofar as these are made accessible by third parties, this reservation of rights shall apply in favour of such third parties.

6. SUB-CONTRACTING

The subcontracting or transfer of MCAM's orders to a third party without MCAM's written consent is not permitted. Each case of breach of this clause shall give MCAM the right to terminate the respective agreement without notice or to refuse, fully or in part, the performance of the Supplier. MCAM reserves the right to damage compensation claims. The Supplier shall be responsible for the performance of the contract by its subcontractors vis-a-vis MCAM.

7. COMPLIANCE WITH LAWS AND QUALITY MANAGEMENT SYSTEM

- 7.1 The goods delivered and services performed by the Supplier must comply with the European Union, Swiss and other applicable laws, and any other law expressly stated in the order issued by MCAM. The Supplier must provide correct and up-to date information on export control status for Swiss, EU and/or US laws for the products and/or services sold to MCAM.
- 7.2 The Supplier shall maintain appropriate quality management systems and related documented procedures. These systems must ensure that the goods and services comply with (a) applicable statutory and legal requirements; (b) the applicable warranties; (c) applicable industry practices; and (d) standards and any other requirements specified in MCAM's orders. MCAM, directly or through third parties, is entitled to audit the Supplier to verify the quality management system.

8. RIGHTS TO WORK RESULTS, OPEN SOURCE SOFTWARE

- 8.1 The Supplier shall grant MCAM freely transferable rights of title and use free from any restrictions as to area, content or time for all results, plans, drawings, graphics, calculations and other documents related to the contract in all known media formats including electronic media, Internet and online media saved to all imaging, audio and data storage devices (hereinafter "Work Results"). These Work Results may have either been prepared by the Supplier itself or by third parties. MCAM has the right in particular to exploit, duplicate and distribute such Work Results wholly or in part as well as to modify them, revise them, or have the aforementioned activities carried out by third parties. MCAM also has the right to grant third parties the same complete rights to use such Work Results wholly or in part inclusive of any intermediate changes and/or revisions. The Supplier shall grant MCAM the right of use for Work Results of the aforementioned scope including for all types of use whatsoever whether or not known at the time of Contract award. The applicable legal regulations shall apply in this regard. In acquiring licenses and Work Results from intellectual services, especially studies, specifications, user requirement and functional design specifications, specific developments in and customization of software, MCAM has the absolute and irrevocable right to use all such Work Results at MCAM's premises and at the premises of all of its affiliated companies.
- 8.2 Free and open source software ("FOSS") may only be contained in the Work results if this has been agreed in advance by MCAM in writing. This also applies if the relevant license terms for the FOSS expressly permit this usage both in original and in modified or any other form. If the Supplier intends to use FOSS in the Work Results, the

Supplier undertakes as a material contractual obligation to inform MCAM without any undue delay in writing (i) which FOSS components are to be used (ii) which copyright notices and license terms are relevant in this regard and to provide MCAM with a copy of same and (iii) to confirm explicitly to MCAM that no copyleft effect is triggered on the basis of which the Work Results would be classified in whole or in part as FOSS. The Supplier shall in particular confirm that no proprietary software components are covered by the copyleft effect. Where the use of FOSS is permitted pursuant to this section, the Supplier is obliged to ensure that the use of FOSS does not restrict the contractual or intended use of the Work Results by MCAM and its affiliated companies. The Supplier shall provide the information on (i) and (ii) in a format specified by MCAM.

- 8.3 If the Supplier provides Work Results to MCAM, which contain FOSS, without MCAM's prior consent, or if the consent of MCAM is based on culpably incomplete or inapplicable information provided within the meaning of the preceding paragraph, MCAM shall be entitled, at its own discretion, to withdraw from the respective contract or to request that the Supplier replaces the FOSS with equivalent proprietary software. The Supplier shall indemnify MCAM without limitation against all third-party claims and associated costs arising from the use of FOSS. To the extent required under the respective terms and conditions of the FOSS, the Supplier shall deliver the source code of the FOSS to MCAM at the latest along with the Work Results.

9. DATA PROTECTION

- 9.1 The Supplier must comply with all relevant data protection laws and regulations. The Supplier shall inform its employees of the applicable data protection laws and policies. At MCAM's request, the Supplier must provide MCAM with the relevant statements of compliance and/or access to verify compliance with data protection laws.
- 9.2 In case the Supplier, in the course of the performance of the respective contract, receives from MCAM or otherwise obtains personal data related to employees of MCAM (hereinafter referred to as "Personal Data") the following provisions shall apply. If processing of Personal Data disclosed in the aforementioned manner is not carried out on behalf of MCAM, the Supplier shall only be entitled to process Personal Data for the performance of the respective contract. The Supplier shall not, except as permitted by applicable laws, process Personal Data otherwise, in particular disclose Personal Data to third parties and/or analyze such data for its own purposes and/or form a profile.
- 9.3 If and to the extent permitted by applicable laws, the Supplier is entitled to further process the Personal Data, in particular to transmit Personal Data to its affiliated companies for the purpose of performing the respective contract. The Supplier shall ensure that Personal Data is only accessible by its employees, if and to the extent such employees require access for the performance of the respective contract (need-to-know-principle).
- 9.4 The Supplier shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws. In particular, the Supplier shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data. The Supplier will not acquire ownership of or other proprietary rights to the Personal Data and is obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. Any right of retention of the Supplier with regards to Personal Data shall be excluded.
- 9.5 In addition to its statutory obligations, the Supplier shall inform MCAM in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than 24 hours after having become aware of it. Upon termination or expiration of the respective contract the Supplier shall, according to applicable laws, erase the Personal Data including any and all copies thereof.
- 9.6 Each party is responsible for Personal Data for which it is considered data controller. In case that personal data is being processed by one party as data processor for which the other party is the data controller, the parties will enter into a data processing agreement provided for by MCAM for this purpose as mandatory under the relevant data protection regulations.

10. TERMINATION

- 10.1 If the contract is a continuous obligation, MCAM is entitled to terminate the respective contract at any time without notice period. MCAM is also entitled to partial termination, if it can reasonably be expected of the Supplier.
- 10.2 Any contract may be terminated without notice for good cause. Grounds for good cause shall, in particular but without limitation, include: (i) serious breach of duty by the Supplier which is not remedied within a reasonable period of time stipulated by MCAM after the written complaint is received; or (ii) a considerable deterioration of a party's financial situation which threatens to impact such party's ability to perform its obligations under the

contract and/or to discharge of its tax and/or social security liabilities; or (iii) the purchase or use of the goods or the service is or will be either entirely or partly impermissible due to legal or official regulations.

- 10.3 If the Supplier has acquired from MCAM any documents, records, plans or drawings within the scope of or for the purposes of fulfilling the contract, the Supplier must forthwith hand them over to MCAM in the event of termination of the contract. These requirements apply likewise in the event of rescission. The Supplier shall provide reasonable exit services to MCAM and/or to another service provider in the event of termination of the contract.
- 10.4 Any termination notice must be made in writing.

11. MINIMUM WAGES FOR EMPLOYEES

The Supplier is obliged to follow all applicable laws regarding minimum wages to its employees in their actual versions. The Supplier pays his employees a salary which fits to these laws and makes sure that his suppliers do the same with their employees and follow the above-mentioned laws.

12. CODE OF CONDUCT PRINCIPLES

- 12.1 The Supplier has the duty within the scope of its entrepreneurial responsibility to ensure that the applicable laws and regulations are fulfilled in the manufacture of products and the provision of services. In addition, the Supplier will comply with principles of responsible corporate governance.
- 12.2 In particular, the Supplier will not participate in any form of bribery, whether active or passive, direct or indirect. It shall comply with all fundamental applicable standards of occupational health, safety, labor and human rights, including not tolerating child labor or the violation of the fundamental rights of employees. The Supplier shall take responsibility for the occupational safety and health of employees. Environmental resources are to be managed carefully and responsibly. It shall comply with fundamental environmental protection standards and endeavor to use energy saving, efficient production processes and environmentally sound materials. It shall demand and support as best possible that its suppliers fulfill these principles as well.

13. ASSIGNMENT OF CLAIMS, SET-OFF

The assignment of claims against MCAM and the set-off by the Supplier of its claims against MCAM shall be excluded unless MCAM agrees in writing.

14. SEVERABILITY CLAUSE

If any provision of these terms, of MCAM'S order and of any other agreement made should be or become inoperative, unenforceable or invalid, this shall not affect the validity of the other provisions. The parties are obliged to replace the inoperative, unenforceable or invalid provision with another clause approximating as closely as possible the economic intent of the provision being replaced.

15. PLACE OF PERFORMANCE, JURISDICTION, APPLICABLE LAW

The exclusive place of performance for delivery, performance and payment and jurisdiction for any dispute arising out of the business relation and these GTCP shall be Zurich, Switzerland. MCAM is however entitled to file action against the Supplier at its discretion before a court at the place of its registered office, branch office, at the place of performance or at any other place. The contractual relationships with the Supplier shall be exclusively governed by Swiss law, with the exclusion of the Vienna Convention on the Sale of Goods and the law on conflict of laws.