

General Terms and Conditions of Sale

ARTICLE 1 - Scope of application

1.1 These General Terms and Conditions of Sale (hereinafter "GT&Cs") apply to all sales and supply concluded between ADEKA POLYMER ADDITIVES EUROPE SAS hereinafter "ADEKA" and any purchaser (hereinafter "the Purchaser"). They determine the exclusive terms and conditions under which ADEKA undertakes to sell its Products and/or supply the Purchaser with them. These GT&Cs constitute, in accordance with article L. 441-1 of the French Commercial Code, the only and unique basis of the commercial relationship between the Parties. Any general terms and conditions of the Purchaser shall have no force or effect and are explicitly rejected by ADEKA, unless: i) they are expressly accepted in writing and signed by one of ADEKA's authorized representatives; or unless ii) ADEKA and the Purchaser expressly agree and sign Special Terms and Conditions, in which case those Special Terms shall be binding for points that conflict with these GT&Cs. Acknowledgement, confirmation or acceptance of a Purchase Order shall not be deemed as acceptance of the Purchaser's general terms and conditions of purchase. Participation by ADEKA in a tender, in a bidding or in a request of quotation shall not be deemed as acceptance of the Purchaser's general terms and conditions of purchase.

1.2 The placing of a Purchase Order by the Purchaser or the delivery of the Products by ADEKA, entails the unrestricted and unreserved acceptance of these GT&Cs by the Purchaser. The Purchaser may not invoke any clause or mention that may appear on its commercial documents without formal, previous, express and written acceptance by ADEKA. The fact that ADEKA does not apply, at a given time, any provision of these GT&Cs shall not be interpreted as a waiver of its right to invoke it at a later date and shall not affect the other provisions hereof.

These GT&Cs are communicated without delay to any Purchaser who so requests. They constitute an integral part of all ADEKA's offers, quotations, order acknowledgments, order confirmations, invoices, and agreements. They are also publicly available and can be consulted and downloaded from ADEKA's public website: <https://www.adeka-pa.eu/general-terms-and-conditions/>

1.3 No "click-wrap", "click-through", "browse-wrap" agreement or any other terms that may be presented to access the Purchaser's websites and platforms will have any force or effect regarding the commercial or contractual relationship with ADEKA.

ADEKA and the Purchaser are hereinafter referred to individually as the "Party" and together as the "Parties".

ARTICLE 2 - Orders

2.1 ADEKA issues a written formal Offer (hereinafter the Offer) which governs orders placed by the Purchaser during its period of validity. The Purchaser who places an Order is deemed to have accepted the terms of the Offer and these GT&Cs. ADEKA issues a written receipt through an Order Acknowledgment within two (2) business days after receipt of the Purchase Order. A formal written Order Confirmation is issued by ADEKA before the shipment of the Products, specifying the final price and estimated date of delivery. The Order Acknowledgment, the Order Confirmation together with these GT&Cs, constitute the sales agreement between ADEKA and the Purchaser.

2.2 Requests for changes to the Order by the Purchaser shall only be considered if they are notified, in writing or electronically, in advance to the contact person of ADEKA who issued the Order Confirmation. Their acceptance remains at the sole discretion of ADEKA, which may issue a new Order Confirmation. Otherwise, the initial Order Confirmation will apply. Any changes to the Order shall result in an adjustment of the price and delivery time at the Purchaser's expense.

2.3. Cancellations or modifications of an Order must be requested by Purchaser in writing, and ADEKA, at its sole discretion, shall approve or deny them also in writing. The Purchaser agrees and guarantees to pay for any and all costs incurred by ADEKA in connection with the Order and any cancellation or modification request. Any cancellation or modification occurring after the manufacture or procurement of products has begun will be invoiced not less than full price, unless otherwise agreed in writing between the parties.

ARTICLE 3 - Prices

Most prices are revised each calendar quarter to consider, among others, changes in raw material costs, transportation costs if any, or general price list variations. Final Prices are stated in the Order Confirmation. Depending on the agreed Incoterm, the Products are invoiced at the prices in force on the day of delivery for transports by road or those in force on the date of departure for transports by sea. The agreed prices are net and exclusive of VAT. They are definitive and not subject to revision for the period of validity of the Offer. Prices are expressed in Euros (EUR) or Dollars (USD). The distribution of costs of transport and customs charges are defined by the Incoterm applicable to the Order. A special price in an Order does not reapply in the event of a repeat of an

Order by the Purchaser. The quoted prices do not include any rebates that ADEKA may grant to the Purchaser. By specific written commercial agreement between the Parties, the Purchaser may benefit from discounts, depending on the annual quantities invoiced or its annual turnover.

ARTICLE 4 - Terms of payment

4.1 The Purchaser undertakes to pay the total price of the delivered Products by a single bank transfer within thirty (30) calendar days of the issuance of the invoice. In any case, Purchaser acknowledges that ADEKA's sales are subject to the mandatory rules and limits on terms of payment established in the French Code of Commerce (arts. L-441-10 and followings) and in the European Directive No. 2011/7/UE – 16th February 2011, both which shall apply to these GT&Cs for intra-European and extra-European Purchasers. The limits established therein are therefore applicable to ADEKA's sales. In accordance with the agreed Incoterm, the invoice is issued either on the delivery date or on the date of departure of the vessel. If the Purchaser carries out customs formalities, the payment period shall not be extended or postponed. All bank charges related to the payment are borne by the Purchaser. The Purchaser's payment obligations are deemed fulfilled upon receipt of the total amount of the invoice by ADEKA on ADEKA's bank account. Purchaser shall provide to ADEKA the SWIFT message issued by Purchaser's bank confirming the complete payment within two days after the payment. ADEKA may at its sole discretion request a deposit or advance payment. In such case, no production, shipment or delivery will take place prior confirmation of receipt of the funds by ADEKA. In case of advance payment, the total invoice must be paid in full within five (5) calendar days, unless otherwise agreed in writing by both parties. Failure to respect this deadline will entitle ADEKA to cancel the order.

4.2. Any delay in payment, payment incident or incomplete payment automatically gives rise to the payment by the Purchaser of late penalties set at three (3) times the legal interest rate and a fixed compensation for recovery costs of forty (40) EUR, referring to EU Regulation 2011/7/UE on late payment, without formality or prior formal notice and without prejudice to any other action, remedy or recourse that ADEKA may bring. ADEKA is entitled to claim additional compensation, upon presentation of supporting documents, if the recovery costs incurred exceed the amount of the abovementioned lump-sum indemnity. The deficient party undertakes to repay the entire amount of the debt and all the costs of litigation and arbitration (including legal fees etc.). Additionally, if the Purchaser fails to comply with the terms of payment, ADEKA shall have the right to (i) cancel, suspend or refuse the Purchaser's current or future Order(s); and (ii) demand immediate payment of all invoices issued, even if they are not yet due.

4.3 Unless otherwise agreed in writing, or unless the legal conditions referred to in article 1347-1 of the French Civil Code are met, ADEKA prohibits any set-off between its debts and those of the Purchaser or a third party.

4.4 Purchaser must inform ADEKA in the event of deterioration of its credit, failure to deposit documents and deeds with the competent administrative authorities, changes in its financial capacity or legal situation, registrations or privileges on its funds. In these cases, ADEKA reserves the right to demand either full payment before shipment or financial guarantees.

4.5 ADEKA cannot be held liable under the warranty sets hereinbelow in article 7 (or any other warranty or condition) if the total price of the Products has not been paid by the payment due date.

4.6 The invoice is due on the due date indicated on the text of the invoice, not on the date of its receipt by the Purchaser. ADEKA is not responsible for the Purchaser's invoicing platform issues or delays.

ARTICLE 5 - Retention of title - Transfer of risks

5.1 ADEKA RETAINS, UNTIL FULL PAYMENT BY THE PURCHASER OF THE INVOICE ISSUED BY ADEKA, OWNERSHIP OF THE DELIVERED PRODUCTS.

5.2 In the event of the Purchaser's bankruptcy or liquidation, ADEKA reserves the right to demand, at first request and without prior formal notice, the return of the delivered goods, wherever they may be located, at the Purchaser's expense and risk.

5.3 In the event of resale of unpaid Products by the Purchaser, ADEKA shall keep its ownership right. The Purchaser undertakes to communicate immediately the name and address of the third-party purchaser to enable ADEKA to exercise its right to claim the price. Any costs generated by this takeover will be the sole responsibility of the Purchaser.

5.4 The risks on the Products are transferred from ADEKA to the Purchaser in accordance with the terms of the Incoterm agreed in the Order Confirmation unless otherwise agreed in writing.



ARTICLE 6 - Delivery- Receipt

6.1 Delivery of the Products is planned in accordance with the agreed Incoterm and estimated delivery date stated in the Order Confirmation. ADEKA endeavors to respect the delivery date but shall not be held liable in case of a delay not directly caused by ADEKA. Delays in delivery depend on external logistical constraints which are beyond the control of ADEKA and shall not generate the payment of any penalty, indemnity or compensation. The Purchaser is immediately informed of any delay in delivery. If ADEKA is responsible for freight costs, ADEKA reserves the right to select the route and method of shipment. Shall the Purchaser request and ADEKA agree to a route or method involving higher than lowest rate, the Purchaser shall pay the excess transportation costs. Unless expressly agreed in writing between ADEKA and the Purchaser, ADEKA shall determine which is the most suitable way of packaging of the products, in accordance with applicable regulations and laws. The list of documents accompanying the Products when delivered is exclusively determined by the applicable regulations and laws.

Except in the event of proven Force majeure, the Purchaser shall collect the Products on the agreed delivery date. ADEKA shall charge all demurrage costs, if any, to the Purchaser.

6.2 Immediately after receipt of the Products, the Purchaser must inspect the delivered Products for wrong product delivery (product reference), visible defects in quality or errors in quantity. It is the Purchaser's responsibility to make any timely written and detailed claim upon delivery on the consignment note (hereinafter "CMR"), in accordance with the applicable regulations. As ADEKA subcontract the transport of the Products, the Purchaser must send to ADEKA within three (3) working days following delivery, a written complaint describing the damage(s), pictures of the damage(s) and a copy of the CMR at delivery mentioning specific reservations. Otherwise, no claim will be considered. The Purchaser guarantees that the recipient of the transport will comply with this obligation.

ARTICLE 7 - Warranty - Product Conformity

7.1 Before any first Order of a Product and in the event of a change in the formula of a Product, the Purchaser receives a Material Safety Data Sheet (hereinafter "MSDS") and Technical Specifications (hereinafter "Specifications"). Upon receipt of the MSDS and Specifications the Purchaser can dispute their content before placing its Order. It is the Purchaser's responsibility to make any test and trial deemed useful before placing a first Order. Once the Order is placed, the terms of the MSDS and Specifications are deemed accepted in full by the Purchaser. ADEKA warrants that the Products conform with the specifications or quality data set forth in the Certificate of Analysis (COA) provided to the Purchaser before the delivery. In the event of a claim, the COA will be used to assess the conformity, quality and characteristics of the incriminated Products.

7.2 The Products are warranted for a period equal to their shelf life (indicated on the specifications) from the date of delivery and in any case no longer than one (1) year. This warranty covers the non-conformity of the Products with the Order Confirmation and the MSDS and/or the Specifications. It covers any defect resulting from a defect in material, design or manufacturing affecting the Products delivered.

7.3 In Order to assert its rights upon a claim, the Purchaser must, under penalty of forfeiture of any action relating thereto, notify ADEKA in electronic writing or by registered letter with acknowledgement of receipt sent to the contact person of ADEKA, of the existence of Product defects: (i) within three (3) business days following delivery for any visible Product defect and (ii) within three (3) business days after its discovery for any Product defect not apparent on delivery but which may become so later. ADEKA may subject acceptance of a claim to the prior analysis of the sample of Product kept by ADEKA. If the analysis done by ADEKA does not confirm the validity of the claim, the Purchaser undertakes to send, at its own expense and at ADEKA's request, a sample of the Product in question for comparative analysis and verification of the reality of the claim. If a disagreement remains, the Parties may call upon an independent laboratory at the defaulting Party's expense.

All claims must be documented. Failing these formalities, no claim will be investigated. No visible defect may be invoked by the Purchaser after use of the Products in Production. The Purchaser is not entitled to suspend payments or terminate the Order in the event of a claim.

7.4 Under the abovementioned conditions, ADEKA will proceed to the replacement of the defective Products or to a refund of the paid price according to French law. The replacement of the Products does not extend the duration of this warranty.

ARTICLE 8 - LIMITED LIABILITY

8.1 THE PRODUCTS SHALL BE USED ONLY AS COMMONLY EXPECTED. ADEKA DOES NOT WARRANT IN ANY WAY THE SUITABILITY OF THE PRODUCTS FOR ANY

DIFFERENT USE MADE OF THEM BY THE PURCHASER AND DECLINES ANY LIABILITY IN THE EVENT OF INCOMPATIBILITY, unless if such specific use has been expressly accepted in writing by ADEKA. Any warranty is excluded in the event of a defect resulting from incorrect information provided by the Purchaser, normal wear and tear, intentional damage, negligence, failure to comply with the instructions for use (packaging, storage, use, handling) or modification/transformation of the Products. ADEKA declines any other warranty or liability, express or implied regarding the Products marketing, their adaptation for a particular use or the results obtained from their use. The Purchaser shall bear all risks associated with the use of the Products, whether used alone or in combination with others, and shall remain solely liable for direct and indirect damages resulting from their use.

The warranty does not extend to any technical advice or recommendation provided by ADEKA to the Purchaser, whether provided orally or in writing. Subject to applicable public policy provisions, this warranty applies in lieu of any other warranty, action and/or recourse.

8.2 ADEKA is not liable for any compensation other than those provided for in the provisions of article 7. ADEKA is not liable to the Purchaser or any third party for any consequential and special damages, including, among others loss of profits, turnover, contracts; immaterial and indirect damages; any loss arising from any claim made against the Purchaser by any other person; loss or damage resulting from the Purchaser's failure to fulfill its obligations; loss or damage resulting from transport.

8.3 ADEKA shall not limit or exclude its liability in the event of gross negligence, willful misconduct, fraud, misrepresentation; death or personal injury caused by its own negligence; and any damage for which ADEKA cannot legally limit or exclude its liability.

8.4 Except in accordance with the provisions of article 7 and article 8.3 hereinabove, the total and cumulative liability of ADEKA under an Order, and for any damage or cause whatsoever, is limited to 10 % of the total amount of the corresponding Order. This cap constitutes the maximum amount of compensation, accepted in full knowledge of the facts by the Purchaser. This amount is in full discharge of any other compensation of any nature and any penalty.

ARTICLE 9 - Return of Products

9.1. Any return of Products is subject to compliance with the conditions and deadlines for claims set out hereinabove in article 7. Any return of Product will be made and/or accepted at the sole discretion of ADEKA and the Purchaser shall not return any Products without ADEKA's prior authorization. Under no circumstances may the Purchaser unilaterally decide to return the Products, nor may it refuse to pay part or all of the invoice corresponding to the delivered order.

9.2 In case of defective Goods, the Purchaser shall not proceed to the destruction of the Goods without prior written authorization from Adeka. If the Buyer does not inform Adeka and proceeds to the destruction of the goods, Adeka shall not be obliged to reimburse the destruction costs, and the Purchaser shall hold ADEKA harmless from any claims coming from any third party in connection with such destruction.

9.3 Defective Products must be returned at ADEKA's manufacturing plant or such other location as ADEKA may designate in the same condition as delivered, respecting identical packaging, storage and transport requirements. Failing this, the Products returned will not be accepted by ADEKA.

9.4 The re-stocking fees, costs and risks of returning Products presumed defective are the responsibility of the Purchaser unless otherwise agreed in advance.

9.5 Products returned that are not determined by ADEKA to be defective Products, shall be returned to Purchaser at Purchaser's expense (including without limitation the two-way cost of shipment) and Purchaser shall pay the full invoice price for such Product.

9.6 If the Product is defective because of ADEKA's proven fault, ADEKA will replace or reimburse the price of such Product, in accordance with Article 7.

9.7. It is the responsibility of the Purchaser to include any written reservation on the CMR in case of transport damage. A copy of the CMR together with pictures of the damage(s) and a complete description of them must be sent to ADEKA within three (3) business days after the delivery. Failing this procedure, the claim shall not be processed.

9.8. All specially manufactured or specially ordered Products, or Products modified to Purchaser's requirements, or Products which would be unsaleable by ADEKA to another Purchaser, are provided on a final sale basis and returns of these Products will not be accepted.

ARTICLE 10 - Force Majeure

10.1 Force Majeure Definition



Neither Party shall be held liable for any non-performance or delay in the performance of its obligations under an Order if such non-performance or delay is caused by a Force Majeure event, as defined by French law and case law. The Customer's obligation to pay for the Products shall in no event be excused by a Force Majeure event. A Force Majeure event excludes any acts of negligence or intentional wrongdoing by either Party.

10.2 Force Majeure Events

The following events shall be considered Force Majeure events, including but not limited to:

- a) Natural disasters such as floods, earthquakes, hurricanes, or other acts of God that prevent or delay performance.
- b) Armed conflicts, wars, acts of terrorism, civil or military disturbances, economic sanctions, and other forms of political instability, whether officially declared or not, including but not limited to the ongoing geopolitical tensions related to the Iran-Israel-USA conflict, the war in Ukraine, and any other international or regional conflicts.
- c) Pandemics or epidemics, including government-imposed restrictions or shutdowns resulting from public health emergencies.
- d) Strikes or labor disputes, whether affecting the Seller's workforce or a third-party provider.
- e) Shortages of raw materials, or disruptions in the supply of key materials, whether caused by external factors like geopolitical tensions, supply chain breakdowns, or natural causes.
- f) Transport and logistical problems, including significant disruptions in transportation, shipping, or distribution networks.
- g) Acts of government, including but not limited to trade restrictions, changes in regulations, customs delays, or any other legal or administrative actions that prevent or delay the performance of obligations.
- h) Fire, explosions, accidents, or any unforeseen event that prevents or delays performance under the Order.

10.3 Notification of Force Majeure Event

The Party affected by a Force Majeure event shall immediately notify the other Party in writing, providing all relevant details and information regarding the event and its impact on performance. Such notification must be sent promptly upon the occurrence of the event, or as soon as reasonably possible thereafter.

10.4 Impact Assessment and Discussion

Both Parties shall meet or consult to assess the impact of the Force Majeure event and discuss the commercial adjustments or alternatives for continuing performance under the Order. The Parties shall agree on the conditions under which the performance of the Order can be resumed, if possible.

10.5 Mitigation and Resumption of Performance

Each Party claiming a Force Majeure event shall make its best efforts to mitigate the effects of the event, remedy its inability to perform, and resume full performance of its obligations as soon as possible. The time limits for the execution of the Order shall be extended by a duration equivalent to the Force Majeure event and the time required to remedy it.

10.6 Termination Due to Extended Force Majeure

If the Force Majeure event lasts for more than sixty (60) calendar days, either Party may terminate the Order immediately by sending a registered letter with acknowledgement of receipt. In such case, neither Party shall owe compensation to the other due to the termination. However, if part of the Products ordered is still ready for delivery, the Customer shall take delivery and pay the price for the Products.

ARTICLE 11 – Economic Hardship In the event that ADEKA encounters economic circumstances unforeseen at the time of the conclusion of the Contract, including, but not limited to, shortages of raw materials or products, significant changes in the costs of raw materials, currency fluctuations, logistics costs associated with manufacturing, handling, shipping, or transportation of the Products, increases in tariffs or customs duties, changes in ocean freight rates, or as a result of compliance with governmental actions or regulations; or if such circumstances arise due to war, armed conflicts, geopolitical tensions, or other similar disruptions, ADEKA shall have the right, upon providing supporting documentation, to:

- a) Increase prices reasonably to reflect the additional costs incurred due these circumstances, or
- b) Request a renegotiation of the terms of the Contract to account for the changes in economic conditions and ensure a fair balance between the Parties.

Such price increases or renegotiations shall be conducted in good faith, with the intention of adapting to significant changes in circumstances and ensuring the continued performance of the Contract.

ARTICLE 12 - Intellectual Property

12.1 The acceptance and execution of an Order by ADEKA does not transfer any intellectual property rights to the Purchaser in respect of the Products, including, without limitation, trademarks, patents, or other intellectual property rights and, where such intellectual property right can be registered, whether or not it is registered.

12.2 The Purchaser warrants that the applications, combination, and uses made of the Products including any labels or trademarks it has affixed to the Products are free from claim of a third party for infringement or misappropriation of any intellectual property rights. ADEKA is not liable for any infringement or misappropriation of any intellectual property of any nature resulting in the use, manufacture, process, or sale of the Products in combination with other materials. The Purchaser is solely responsible for respecting the intellectual property rights of third Parties and, in particular, the formulas and specifications it has communicated to ADEKA for the execution of the Order and the manufacture of the Products. The purchaser shall defend, at its sole expense, indemnify and hold ADEKA harmless from any claim, suit, action or proceeding for alleged infringement or misappropriation of any intellectual property rights associated with the products and he guarantees and waives all actions (personal and/or recourse) against ADEKA in this respect.

ARTICLE 13 - Confidentiality

The Parties undertake to treat as strictly confidential all documents and information (technical, commercial, financial) exchanged between them within the framework of the Order, whatever their nature and format (oral or written) from the preparation to its final execution. All confidential information provided by either Party shall be used solely for the execution of the Order. The Parties shall not disclose any relevant information to any third parties and/or those for which it was disclosed, from disclosing it to any third party whatsoever, unless it can prove that it was already aware of it, has received it from a third party not bound by an obligation of confidentiality or that such information is in the public domain or must be disclosed by virtue of an applicable mandatory law or enforceable court decision or for the purposes of technical or financial certification by external audit bodies. Each party commits to ensure that its employees, collaborators, partners and managers comply with these provisions. Notwithstanding any provision of these Terms and Conditions, each Purchaser shall continue to be bound by the provisions of any confidentiality, non-disclosure or similar agreement executed by or on behalf of Purchaser for ADEKA's benefit. This obligation shall survive the completion, expiration or termination of the Agreement/Order for any reason for (5) five years after its termination.

ARTICLE 14 – Inventories and Onepacks

For Products requiring specific components (hereinafter referred to as "Onepacks"), the Purchaser acknowledges and agrees to take delivery of and pay for any existing stock of Products, as well as the corresponding raw materials, which ADEKA has specifically procured or committed to procure for their manufacture, based on the Purchaser's forecasted needs or orders previously communicated to ADEKA.

ARTICLE 15 – REACH Regulation

ADEKA warrants that the obligations provided for in the REACH Regulation (Regulation No. 1907/2006 of 18 December 2006) have been/are/will be respected with regard to the chemical substances contained in the Products supplied/delivered/used in connection with the Order. ADEKA provides the Purchaser with a proof of compliance and the documentation required by the REACH Regulation upon request.

ARTICLE 16 – Compliance with laws

16.1 Compliance with laws. The Parties agree to comply with all applicable laws, including but not limited to those related to anti-corruption, anti-money laundering, anti-human trafficking, anti-child labor, export controls, public health and environment protection.

16.2 Anti-corruption. The Purchaser declares that it complies with the laws and regulations relating to corruption in force in its country and with international principles in that regard. The Purchaser undertakes to (i) formally refrain from engaging in any fraud or corruption, in any form whatsoever, in its relations with ADEKA; (ii) take all reasonable measures to ensure that its officers, employees, subcontractors, agents or other third parties under its control comply with this obligation; (iii) inform ADEKA without delay of any conflict of interest or event that may come to its attention and that could result in obtaining an undue advantage, financial advantage or of any other nature, or the violation of applicable regulations, in the course of its relations with ADEKA.

16.3 Export control. The Purchaser represents and warrants that it is in full compliance with all applicable laws, regulations, and official directives governing



the sale, export, and delivery of the Products, as well as any subsequent delivery of the Products (or items containing the Products) to third parties. The Purchaser acknowledges its responsibility to comply with export restrictions imposed by the European Union, the United States, the United Nations, and any other relevant authorities, including restrictions on trade with specific countries, entities, or individuals (the "Trade Restrictions").

The Purchaser further declares that the Products will not be used for any illegal purposes, including but not limited to, unlawful trade, military or defense applications, or any activity that would violate applicable laws or regulations. The Purchaser agrees not to sell, export, or transfer the Products to any parties listed on prohibition or restricted lists under such Trade Restrictions. The Purchaser is fully responsible for ensuring that the Products comply with the laws and regulations of the destination country.

In the event of a violation of these obligations, ADEKA reserves the right to terminate the contract immediately. ADEKA shall not be held liable for any non-compliant or illegal use of the Products. The Purchaser agrees to indemnify and hold ADEKA and its affiliates harmless from any losses, liabilities, damages, costs (including legal fees), and expenses arising from any breach of this provision.

16.4. Health, safety and environmental protection. Parties agree to comply at all times with all safety, environmental and health requirements under applicable law and regulations. The Purchaser declares that the environmental regulations applicable from time to time and any environmental approvals applicable to the Purchaser's activities are observed by the Purchaser.

16.5. Any breach of the obligations defined in this Article 16 shall be considered a serious breach allowing ADEKA to immediately terminate its relationship with the Purchaser without notice or compensation. The Purchaser shall indemnify ADEKA from all damages, penalties, fines and/or costs of any kind arising from, or relating to, any breach of this Article.

ARTICLE 17 - Processing of personal data

The personal information collected by ADEKA on the quotation is recorded in its customer file. They are mainly used for the proper management of relations with the Purchaser, the processing of Orders, the prevention of unpaid invoices and the implementation of the warranty. The personal information collected is kept as long as necessary for the processing of the order, the execution of the contract, the fulfilment by ADEKA of its legal and regulatory obligations or the exercise of the prerogatives granted to it by law and case law. The information collected may be communicated to third parties linked to ADEKA by a contract for the performance of subcontracted tasks necessary for the management of the Order, without the authorization of the Purchaser and/or the natural persons concerned being required. Some of the recipients of the personal data collected are located outside the European Union, in Japan and the United States. These countries offer an adequate level of protection by European Commission Decision EU 2019/419 of 23 January 2019 and EU 2016/1250 of 12 July 2016 respectively. In accordance with the applicable legal and regulatory provisions (Act No. 78-17 of 6 January 1978 as amended and European Regulation No. 2016/679/EU of 27 April 2016), the Purchaser and/or the natural persons concerned have a right of access, rectification, opposition, portability, deletion, limitation or refusal of the processing of their data. The Purchaser and/or the natural persons concerned may exercise their rights by contacting info@adeka-pa.eu. The Purchaser and/or any natural person concerned also has the right to file a complaint with the Commission nationale de l'informatique et des libertés if, after having contacted ADEKA, it considers that its data processing rights are not respected (more information on www.cnil.fr)

ARTICLE 18 – Early termination

In the event of Purchaser's bankruptcy, insolvency, failure to make one or more timely payments to ADEKA after three (3) payment reminders, in case of order's cancellation or postponement, or if Purchaser is in breach of any applicable law, ADEKA may terminate without any liability any contract or purchase Order immediately by written notice.

ARTICLE 19 – Miscellaneous

19.1 ADEKA reserves the right to subcontract all or part of its obligations under an Order, which the Purchaser expressly accepts.

19.2 Any action against ADEKA which may have its cause, origin or purpose in these GT&Cs and/or in any purchase or sale transactions arising therefrom, shall be barred after one (1) year as a limitation period.

19.3 If one or more of the provisions of these GT&Cs are held to be invalid or declared invalid pursuant to a law, regulation or following a final court decision, the other provisions shall retain their full force and scope. The Parties endeavor to negotiate alternative provisions whose effects shall be as far as possible equivalent to those of invalid or void provisions.

19.4 Any update of the present GT&Cs will be notified to existent purchasers and will be available on ADEKA's public website. The updated GT&Cs will immediately come into force and apply to all future orders placed after notification of the GT&Cs modification.

ARTICLE 20 - Applicable law and Competent Jurisdiction

These GT&Cs are governed by and construed in accordance with the laws of France, excluding the application of the United Nations Convention of Contracts for the International Sales of Goods.

These GT&Cs are written in English and French. Unless both Parties are French, the English text shall prevail.

The Parties shall attempt to resolve any dispute, controversy or claim arising out of or in relation to these GT&Cs by mutual agreement.

Any dispute that is not settled amicably shall be resolved by final and binding arbitration. The arbitration will be held in Paris, France, in accordance with the ICC Rules of Arbitration. The arbitral tribunal will consist of three arbitrators. The language of the arbitral proceedings shall be English unless both Parties are French.

ARTICLE 21 - Acceptance by the Purchaser

These GT&Cs are public and expressly accepted by the Purchaser, who declares and acknowledges having been informed of their existence. Any placement of a Purchase Order shall be deemed as an acceptance of this GT&Cs by the Purchaser. The Purchaser waives the right to rely on any contradictory document that has not been expressly accepted by ADEKA in writing.

ADEKA Polymer Additives Europe SAS – 2026

