

ADEKA POLYMER ADDITIVES EUROPE SAS

GENERAL TERMS AND CONDITIONS OF PROCUREMENT OF PRODUCTS AND SERVICES

ARTICLE 1 – SCOPE OF APPLICATION

1.1. These General Terms and Conditions of Procurement (hereinafter “GTC”) exclusively govern all purchase and supply orders placed by ADEKA POLYMER ADDITIVES EUROPE SAS (hereinafter “the Buyer”) to its suppliers (hereinafter “the Supplier”), whether for goods or services (the “Supply”). The provisions of these GTC applicable to the supply of goods shall also, mutatis mutandis, apply to the provision of services. Accordingly, all obligations, warranties, liabilities, delivery terms, and other terms governing the supply of goods shall also apply to the performance of services, insofar as such services are subject to the same quality, compliance, and performance requirements expected by the Buyer.

1.2. The GTC shall prevail over any general terms and conditions or other commercial documents of the Supplier. The Supplier may propose specific amendments, clearly identified, to the GTC. Any amendment proposed by the Supplier must be expressly submitted in writing to the Buyer for negotiation prior to order acceptance. By accepting, confirming, or executing the order, the Supplier shall be deemed to have accepted the GTC.

1.3. Any general conditions of the Supplier shall be null and void and are expressly rejected by the Buyer, unless the Buyer and the Supplier expressly agree in writing to specific terms, which shall then prevail over these GTC to the extent of any conflict. A request for quotation, an invitation to tender, the placement of a purchase order, or the payment of an invoice shall not be construed as acceptance of the Supplier’s general conditions.

ARTICLE 2 – ORDERS

Orders shall be placed in writing and shall specify the nature, quantity, and price of the products or services, as well as the delivery deadlines. The Supplier undertakes to confirm the order within forty-eight (48) hours from the date of its transmission by the Buyer. Any amendment to the order after confirmation by the Supplier shall require the written agreement of both parties.

ARTICLE 3 – PRICE AND PAYMENT TERMS

3.1. Unless otherwise specified in the purchase order, payment shall be made 45 days end of month from the date of receipt of a compliant invoice. The agreed prices are net and exclusive of VAT, and shall include, in particular, all costs arising from the manufacture, packaging, loading, transport, and unloading of the Supply. The prices are final and not subject to adjustment. They are expressed in Euros (EUR) or, where applicable, in another currency agreed in writing by the parties, in which case the amount in Euros shall be calculated based on the official exchange rate published by the European Central Bank (ECB) on the invoice date.

The allocation of transportation costs and customs duties shall be determined by the Incoterm specified in the order. No advance payment shall be made without prior agreement.

3.2. Payment of the invoice shall not prejudice the Buyer’s right to dispute in writing any abnormally charged amount. In the event of a justified dispute by the Buyer regarding all or part of the invoice or the Supply, the obligation to pay the disputed amount shall be suspended.

3.3. The original invoice shall be transmitted exclusively by email to: invoice@adeka-pa.eu, in compliance with the following rules:

- a) The same billing address applies regardless of the requesting site:
ADEKA POLYMER ADDITIVES EUROPE
13, RUE DU 17 NOVEMBRE
68100 MULHOUSE
- b) The invoice must also indicate the delivery and/or service site address if different from the billing address.
- c) Original invoices must be sent in electronic format (cf. Art. 289 VI of the French General Tax Code – CGI) in PDF format only.
- d) One PDF per invoice, including any attachments. A PDF consisting solely of an attachment will not be processed.
- e) The invoice must clearly state the Buyer’s full order numbers.
- f) Any invoices not complying with these rules shall be deemed non-compliant and will be rejected.
- g) Sending a PDF constitutes the Supplier’s commitment to the originality of its electronic invoices, thereby excluding submission in paper format.
- h) The email address invoice@adeka-pa.eu is managed automatically; only invoices shall be sent to this address.
- i) Other documents (e.g., account statements or reminders) must be sent to: compta@adeka-pa.eu

3.4. The Buyer may set off any amounts owed by the Supplier for any reason against amounts owed by the Buyer to the Supplier under the order.

ARTICLE 4 – DELIVERY

4.1. The delivery deadlines indicated on the order are mandatory and essential. Compliance with the delivery dates is imperative. If a delay or failure to meet the delivery date is foreseeable, the Supplier must immediately notify the Buyer in writing of the extent and reasons for the anticipated delay. Delivery must be made to the address specified on the order. Any unjustified delay in delivery may result in the application of penalties and/or the cancellation of the order at the Supplier’s expense.

4.2. The Supplier is responsible for packaging and loading, which must be appropriate to the means of transport used and the goods being transported, in accordance with applicable standards, legislation, industry best practices, and the conditions specified in the purchase order. The Buyer reserves the right to refuse any unloading, in whole or in part, if the operation is deemed dangerous to its personnel. In all cases, the packaging must prevent any damage that could affect the goods during transport, handling, and storage at the destination site. The goods must be properly labeled and packaged, and the packages marked by the Supplier in accordance with applicable law and the conditions specified in the purchase order and the Buyer’s instructions.

ARTICLE 5 – LATE DELIVERY PENALTIES

Delivery deadlines are mandatory. If a delay or failure to meet the delivery date is foreseeable, the Supplier must immediately notify the Buyer in writing of the reasons for such non-compliance. In the event of late delivery, the Buyer reserves the right, at its discretion, to apply penalties corresponding to 1% of the order amount per day of delay, up to a maximum of 10% of the total order amount. These penalties do not exempt the Supplier from its obligation to deliver the order. They shall be regarded as a late delivery penalty and shall not affect the Buyer’s right to claim, in addition to the reimbursement of any amounts already paid for the supply, any further damages and/or to

terminate, without prior notice and by operation of law, all or part of the purchase order.

ARTICLE 6 – REJECTION OF DELIVERY

The Buyer reserves the right to reject any delivery that does not comply with the order in terms of quantity, quality, or technical specifications. Technical documentation and the duly completed CMR must accompany the goods upon delivery, where applicable. In the event of rejection of the delivery, all return and replacement costs shall be borne entirely by the Supplier. The absence of rejection at the time of delivery and/or the payment for the goods by the Buyer shall not constitute acceptance.

If the supply is expressly rejected, it shall be held at the delivery location at the Supplier's risk and expense. In the event of rejection, and unless the Buyer decides otherwise in writing, the supply shall, at the Buyer's option, be repaired or replaced by the Supplier no later than seven (7) calendar days following the Buyer's rejection.

ARTICLE 7 – TRANSFER OF RISKS AND TITLE

Unless otherwise provided in the Contract, the transfer of risk shall occur upon delivery of the supply, except in the case of its rejection. Title to the goods shall transfer upon delivery of the supply, unless all or part of the payment is made prior to the delivery date. In such case, title shall transfer in advance as soon as the goods become identifiable.

ARTICLE 8 – WARRANTY AND COMPLIANCE

8.1. The Supplier warrants that the Supply complies with the technical specifications, the terms of the order, and applicable regulations (including European and French regulations). The Supplier further warrants that the Supply shall be free from any defects, flaws, contamination, or abnormal wear of any kind. If the Supply proves defective, the Buyer may, at its discretion, require the Supplier to repair or replace the Supply. If the Supplier fails to repair or replace the supply within seven (7) calendar days from the Buyer's request, the Buyer may take the necessary measures to remedy the situation itself or have it remedied by a third party. In all cases, the Supplier shall bear all costs arising from any replacement or repair of the Supply, including, but not limited to, travel expenses, return to the factory, parts, and labor, without prejudice to any other rights of the Buyer.

8.2. The Supplier also warrants that the Supply meets the objectives indicated by the Buyer. In case of non-compliance, the Buyer reserves the right to demand replacement or reimbursement of the defective products/service.

8.3. The Supplier undertakes to inform, advise, and warn the Buyer, regardless of the Buyer's expertise or knowledge, and to disclose the nature and composition of the Supply. The Supplier shall warn the Buyer of any risks associated with the Supply, including, but not limited to, risks related to hygiene, safety, and any other hazards.

8.4. The Supplier shall comply with all laws, regulations, requirements, and industry standards applicable to the Supply, including those relating to production, manufacturing, repair, pricing, delivery, and recycling, so that the Supply may be legally purchased, sold, used, transported, or exported.

8.5. Unless otherwise agreed in writing by the parties, the warranty period shall be twenty-four (24) months from the date of delivery of the Supply. Any replacement or repair of the Supply under warranty shall be subject to a new warranty of the same duration, commencing from the Buyer's acceptance of the replaced or repaired Supply. Furthermore, the Supplier remains liable for all applicable statutory

warranties, including the warranty against hidden defects. The application of the warranty does not exclude the Supplier's liability for any damages caused by non-compliance of the Supply.

ARTICLE 9 – LIABILITY AND INSURANCE

9.1. The Supplier shall be liable for any damage caused to the Buyer or to third parties resulting from a breach of its obligations. This liability includes, without limitation, loss of production, machine downtime, diagnostics and corrective work, delays and disruptions in making orders available to the Buyer's customers, third-party claims, and any direct or indirect damage suffered by the Buyer due to the Supplier's default.

9.2. The Supplier undertakes to subscribe and maintain, at its sole expense, throughout the duration of the commercial relationship, all insurance necessary to cover the risks related to the performance of its contractual obligations, whether concerning the supply of Products or the provision of Services. In particular, the Supplier shall obtain:

- a) Professional liability insurance, covering bodily injury, property damage, and intangible damage that may result from the supply of Products and/or the performance of Services, including those caused by its employees, subcontractors, or equipment.
- b) General liability insurance, covering damage caused to third parties in the course of its business activities.
- c) Product liability insurance, covering damage that may be caused by the Products after delivery.

9.3. These policies shall be taken out with a first-class insurance company and provide coverage amounts appropriate to the nature of the Products and Services supplied and the risks involved.

9.4. Upon the Buyer's request, the Supplier shall provide a current certificate of insurance specifying the coverages obtained, the insured amounts, and applicable deductibles. In the event of any modification, suspension, or termination of any of these insurance policies, the Supplier shall immediately inform the Buyer and take all necessary measures to ensure continuous risk coverage.

9.5. Failure to subscribe to or maintain the required insurance policies may result in the cancellation of orders, without prejudice to any damages that the Buyer may claim.

ARTICLE 10 – QUALITY AND AUDIT

10.1. The Supplier represents that it has a quality management system in place. The Supplier shall implement all necessary measures, including effective quality controls, to ensure that the Supply complies with the specifications and applicable requirements. Upon the Buyer's written request, the Supplier shall provide all information enabling the Buyer to identify the origin, place, and date of manufacture of the Supply and its components, the quality controls performed, and any other relevant information, including, where applicable, serial or batch numbers.

10.2. The Buyer or its representative shall have the right to conduct audits at the Supplier's premises, at its subcontractors' facilities, or any other relevant site before and/or during the execution of the order. These audits shall cover, within the scope of the Supply, the Supplier's compliance with all contractual, regulatory, normative, or industry best practice obligations. Audits conducted by the Buyer shall not reduce the Supplier's contractual liability, in particular regarding the scope of its own controls, and shall not affect the Buyer's right to reject all or part of the Supply upon delivery. The Supplier shall provide the necessary assistance to the Buyer to carry out such audits.

ARTICLE 11 – FORCE MAJEURE

Neither Party shall be held liable for any failure or delay in the performance of its obligations if such failure or delay is due to a case of Force Majeure, as defined under French law and French case law. A Force Majeure event shall not include an act of negligence or willful misconduct by a Party.

The Party affected by a Force Majeure event shall immediately notify the other Party in writing and provide all relevant information and supporting documentation. The Parties shall consult within a maximum of five (5) business days following the notification of the event to assess its impact and agree on the conditions under which the execution of the Order may continue.

Each Party invoking a Force Majeure event shall use all reasonable efforts to mitigate its effects, remedy its inability to perform, and resume full performance of its obligations. If the Force Majeure event persists for more than thirty (30) calendar days, either Party may immediately terminate the Order without any compensation being owed by either Party in this regard.

ARTICLE 12 – INTELLECTUAL PROPERTY

12.1. The Supplier shall not be entitled to use or refer to the corporate names, trademarks, logos or any intellectual property of the Buyer without the Buyer's prior written authorization.

12.2. All documents, drawings, specifications, or technical, commercial, legal, or operational information provided by the Buyer shall remain the Buyer's exclusive property. The Supplier undertakes not to use them for any purpose other than the performance of the Order.

12.3. The Supplier represents that it either holds all intellectual property rights relating to the Supply or has obtained the necessary authorization from the third-party rights holders so that the Buyer may freely use or transfer the Supply. Consequently, the Supplier shall indemnify and hold the Buyer harmless from and against any claim or action brought by third parties on the grounds of an infringement of their intellectual property rights, and shall compensate the Buyer for all consequences thereof. Should the Buyer identify any risk of such claim or action, the Supplier undertakes to take all necessary measures to eliminate the risk of infringement. The foregoing provisions shall not prejudice the Buyer's right to claim full damages from the Supplier.

ARTICLE 13 – CONFIDENTIALITY

The Parties agree to treat as strictly confidential all documents and information (including technical, commercial, and financial information) exchanged between them in connection with the Order, irrespective of their nature or format. The receiving Party shall refrain from disclosing such information or documents to any third party and from using them for any purpose other than the performance of the Order and/or the purposes for which they were disclosed, unless it can demonstrate that it already had knowledge thereof, obtained them lawfully on its own or from a third party not bound by a confidentiality obligation, or that such information is in the public domain or must be disclosed pursuant to mandatory applicable law or an enforceable court order. The receiving Party shall ensure that its employees, agents, partners, and managers comply with these obligations. This confidentiality obligation shall remain in force throughout the duration of the commercial relationship and for five (5) years after its expiry or termination.

ARTICLE 14 – APPLICABLE LAW AND JURISDICTION

14.1. The Order and these GTC are governed by French law, to the exclusion of its conflict-of-laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. These GTC are drafted in English and French. Unless both Parties are French, the English version shall prevail.

14.2. The Parties shall endeavor to resolve amicably any dispute, controversy, or claim arising out of or relating to these GTC. Any dispute not resolved amicably shall be finally settled by binding arbitration. The arbitration shall take place in Paris, France, in accordance with the ICC Rules of Arbitration. The arbitral tribunal shall consist of three arbitrators. The language of the arbitration proceedings shall be English, unless both Parties are French.

ARTICLE 15 – REACH REGULATION AND CHANGE NOTIFICATION

15.1. The Supplier warrants that the obligations set forth in the REACH Regulation (Regulation No. 1907/2006 of 18 December 2006) and its amendments as of the date hereof are fulfilled in respect of any chemical substances contained in the Products supplied/delivered/used in connection with the Order. The Supplier undertakes to provide the Buyer with evidence of compliance and all documentation required under the REACH Regulation. Any consequences resulting from non-compliance with the REACH Regulation shall be borne by the Supplier.

15.2. The Supplier undertakes to notify the Buyer in writing of any change affecting the composition of the Product, the production process, the packaging, the production site, the applicable regulations, or any other modification likely to impact the quality, quantity, regulatory compliance, performance, or safety of the Product. Such notification shall be sent to the Buyer at least twelve (12) months prior to the implementation of the change, except in cases of force majeure. It shall include a detailed description of the change, the justification for its implementation, and all relevant documentation enabling the Buyer to assess its effects.

15.3. The Buyer reserves the right to reject the change if it considers that it may affect the quality or compliance of the Supply with contractual specifications, applicable standards, or regulatory requirements. Any change implemented without prior notification and the Buyer's express approval may result in the termination of ongoing orders, without prejudice to any damages that the Buyer may claim.

ARTICLE 16 – COMPLIANCE WITH LAWS

16.1. The Parties undertake to comply with all applicable laws, including, without limitation, those relating to anti-corruption, anti-money laundering, human trafficking, child labor, export controls, public health, and environmental protection.

16.2. Anti-corruption. The Supplier represents that it complies with all anti-corruption laws and regulations in force in its country, as well as with applicable international principles. The Supplier undertakes to: (i) formally refrain from engaging in any fraud or corruption, in any form whatsoever, in its relations with the Buyer; (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) promptly inform the Buyer of any conflict of interest or any event that may come to its attention and that could result in an improper advantage, financial or otherwise, or a violation of applicable regulations in connection with its relationship with the Buyer.

16.3. Export Control. The Supplier represents that it currently complies with all applicable laws and undertakes to comply at all times with all laws, regulations, and official guidelines applicable to the sale, export, and delivery of the Products and services. The Buyer declares that it is fully aware of and complies with export restrictions imposed on

certain countries, individuals, and legal entities ("Trade Restrictions") by the European Union, the United States of America, and the United Nations, and assumes full responsibility for ensuring that the product/service complies with the laws of the country of destination. The Supplier undertakes at all times to comply with all forms of Trade Restrictions and not to sell to any individuals or legal entities listed on such prohibition lists, and shall refrain from placing the Buyer or its affiliates in violation of such restrictions. In the event of a breach of this undertaking, the Buyer shall be entitled to terminate the contract or order with immediate effect. The Supplier shall indemnify the Buyer for any losses, liabilities, damages, costs (including legal fees), and expenses incurred by or attributable to the Buyer as a result of any breach of this article by the Supplier.

16.4. Health, Safety and Environmental Protection. The Parties undertake to comply at all times with all safety, environmental, and health requirements in accordance with applicable laws and regulations. The Supplier represents that all applicable environmental regulations and environmental approvals relating to its activities are duly complied with.

16.5. Any breach of the obligations set out in Articles 15 and 16 shall be deemed a material breach entitling the Buyer to immediately terminate the order or contract with the Supplier without notice or compensation. The Supplier shall indemnify the Buyer for 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

In connection with the performance of these GTC, the Parties may be required to process personal data. Each Party undertakes to comply with the applicable regulations on personal data protection, including the General Data Protection Regulation (GDPR) and the French Data Protection Act ("Informatique et Libertés"). Any request regarding the processing of personal data by the Buyer may be sent to info@adeka-pa.eu. The Supplier warrants that it has implemented all appropriate technical and organizational measures to ensure the security and confidentiality of the data processed. In the event of subcontracting, the Supplier undertakes to obtain the Buyer's prior consent and to ensure that its subcontractor complies with the same obligations with respect to personal data protection.

ARTICLE 18 – ASSIGNMENT AND SUBCONTRACTING

18.1. The Supplier shall not assign the performance of the Order to any third party, in whole or in part, without the prior written consent of

the Buyer. In the event of a contribution to a company not controlled by the Supplier, a merger with a company not controlled by the same entity that controls the Supplier, or a change of control, the Supplier shall immediately inform the Buyer.

18.2. When a Supply is executed in accordance with the Buyer's specifications, such execution may not be entrusted to third parties by the Supplier without the Buyer's prior written consent. In any case, the Supplier remains solely responsible for the proper performance of the Order. The Supplier shall indemnify and hold the Buyer harmless against any claims by its subcontractors or their personnel.

ARTICLE 19 – TERMINATION

19.1. The Buyer may terminate the Order or the contract by operation of law in the event of a material breach by the Supplier of any of its contractual obligations, after sending a formal notice which remains ineffective for fifteen (15) calendar days following receipt of such notice. A material breach may include, without limitation, failure to meet delivery deadlines, non-conformity of the products or services supplied, or any other serious breach. The Buyer may also terminate the Order or the contract immediately, without notice, if the Supplier is subject to bankruptcy, judicial reorganization, or any other event affecting its solvency that renders performance impossible. Upon termination, for any reason, the Supplier shall immediately cease all ongoing performance. The Buyer shall be entitled to claim damages in the event of termination due to the Supplier's breach.

19.2. The Buyer also reserves the right to terminate the Order or contract without cause, subject to thirty (30) calendar days' prior written notice to the Supplier.

ARTICLE 20 – SEVERABILITY

If one or more provisions of these GTC are held to be invalid or declared invalid under any law, regulation, or final judicial decision, the remaining provisions shall remain in full force and effect. The Parties shall endeavor to negotiate alternative provisions whose effects shall, to the extent possible, be equivalent to those of the invalid or unenforceable provisions.

ARTICLE 21 – ACCEPTANCE OF GENERAL TERMS AND CONDITIONS OF PURCHASE

These GTC are public and have been communicated to the Supplier at the time of placing the Order, and the Supplier acknowledges having read and accepted them, in accordance with Article 1 above.

ADEKA POLYMER ADDITIVES EUROPE SAS - 2025