

1. **GENERAL.** These Terms and Conditions of Sale (the “Terms”) contain the parties’ entire agreement regarding the supply of Product by Seller to Buyer. Shipment of Product shall constitute Seller’s offer to Buyer to sell Product on these Terms, and Buyer’s acceptance of Product shall constitute its acceptance of these Terms. No addition to, or alteration or modification of, these Terms shall be valid unless made in a writing signed by each party. In particular, all terms and conditions contained in any Buyer purchase order or other form document that vary or add to these Terms are rejected and objected to by Seller and shall not be binding.

2. **PURCHASE & SALE.** The sale and purchase of Product hereunder relates to any purchase order submitted by Buyer and accepted by Seller (excluding its terms and conditions, as described in Section 1, a “PO”). Buyer may not cancel or modify a PO. The sale and purchase of Product between the parties is non-exclusive and, other than the fulfillment of a PO, neither party has any obligation to enter into any other transactions.

3. **DELIVERY.** Unless otherwise agreed by both parties in writing prior to shipment, Seller shall deliver Product EXW Seller’s manufacturing facility (Incoterms 2020). Title and risk of loss shall pass to Buyer upon tender of delivery. In case Buyer requests Seller to delay delivery of product, Seller shall store the product for up to 30 days at no cost to customer, however title and risk of loss shall transfer to Buyer upon transfer of product to storage.

4. **PAYMENT.** The price payable by Buyer for Product is set forth in the PO or, if not so set forth, Seller’s price in effect on the date of shipment. Buyer shall be responsible for all taxes, assessments and duties that Seller may be required to collect or pay upon sale, transfer or shipment of Product. Payment terms shall be full pre-payment unless agreed differently in the PO. Buyer shall pay the full amount of each invoice for Product, in the currency and manner indicated in the invoice, in immediately available funds, without offset or deduction of any kind (including for any Buyer claims, which are governed by Section 8). If any payment is not received by its due date, Seller may, in addition to any other remedies available, charge interest on the outstanding sum from the due date (both before and after any judgment) at 1.5% per month (or the maximum amount permitted by law), cease further deliveries of Product, and/or refuse to issue any rebate, credit or other payment to Buyer, until all Buyer accounts are brought current. Acceptance by Seller of less than the full amount due shall not waive any of Seller’s rights.

5. **FORCE MAJEURE.** Seller shall not be responsible for any delay in the supply of Product caused by any event beyond its reasonable control, including law, regulation or order imposed by any government department, agency, court or similar instrumentality (“Authority”); weather, accidents, war, terrorism, riots, civil disturbances, strike or pandemic; or inability to obtain any material, energy, equipment, labor or transportation at prices and on terms Seller deems reasonable from Seller’s usual sources of supply. Under no circumstances shall Seller be obligated to purchase Product from a third party for delivery to Buyer, nor shall Seller be liable for any differential in price if Buyer elects to obtain an alternate supply. Buyer’s sole remedy for any force majeure event shall be the right to cancel the affected PO within 7 days after receiving notice from Seller of the force majeure event.

6. **COMPLIANCE.** Each party shall comply with all laws, regulations and orders of any Authority applicable to such party’s activities in connection with Product (“Applicable Laws”). In addition, Buyer assumes full liability and responsibility for the transportation, delivery, unloading, discharge, storage, handling, use and sale of Product following delivery.

7. **WARRANTY.** Seller warrants to Buyer that, at the time of delivery, Product shall comply with Seller’s applicable specifications for Product in effect at the time of shipment (or such other specifications as Buyer and Seller may have agreed in writing prior to shipment) and be free of

liens and encumbrances. Product shall be deemed defective only if it fails to comply with the foregoing warranty. SELLER MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MERCHANTABILITY.

8. **CLAIMS.** Buyer shall inspect Product immediately upon receipt. Buyer must notify Seller in writing of any claim as follows: (a) for shortage, within 48 hours after receipt; and (b) for defect, within 30 days after receipt. Buyer’s failure to timely give such notice shall constitute its complete waiver of all related claims. If requested by Seller, Buyer shall provide Seller with a sample of allegedly defective Product for analysis. Buyer shall follow Seller’s instructions regarding return or destruction of defective Product. Buyer shall not dispose of Product that is the subject of a claim unless consented to in writing by Seller. Buyer’s sole remedy for shorted or defective Product shall be Seller’s provision of additional Product, or reprocessed or substitute Product, respectively.

9. **LIMIT OF LIABILITY.** BUYER’S SOLE REMEDY FOR ANY CAUSE OF ACTION ASSOCIATED WITH THE SALE AND PURCHASE OF THE PRODUCT TO WHICH THESE TERMS RELATE, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, IS LIMITED TO ITS RIGHTS EXPRESSLY STATED IN SECTIONS 5 AND 8. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, PRODUCTION OR USE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

10. **INDEMNITY.** Buyer shall defend, indemnify and hold harmless Seller from and against all claims, demands, causes of action, damages, losses, liabilities, costs and expenses (including reasonable attorneys’ fees) arising out of or related to (a) the transportation, delivery, unloading, discharge, storage, handling, compounding, use or sale of Product following delivery to Buyer, (b) the development, manufacture, compounding, distribution, sale or use of or exposure to any product containing Product, and/or (c) Buyer’s violation of these Terms or Applicable Laws.

11. **LAW & JURISDICTION.** These Terms shall be governed by the laws of (a) Delaware, USA, if Buyer is in the United States or (b) England & Wales if Buyer is outside the United States; in each case excluding any conflict of laws principles. Any dispute relating to Product shall be submitted for binding arbitration in accordance with the rules of the International Chamber of Commerce, held in Wilmington, Delaware or London, England, respectively, and conducted in the English language. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

12. **INTELLECTUAL PROPERTY.** Neither party has, nor shall it acquire, any interest in any intellectual property of the other party by reason of the purchase and sale of Product.

13. **MISCELLANEOUS.** Failure of a party to exercise any right it has under these Terms shall not operate as a waiver of any kind. If a provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. Section headings are for convenience only. The word “including” means “including but not limited to.” These Terms shall not confer any direct or beneficial right in any third party. **Product pricing, specifications, methods and any Product technical information are confidential information of Seller and shall not be disclosed or used by Buyer for any purpose other than the supply of Product by Seller to Buyer.**