

MITSUBISHI CHEMICAL INFRATEC CO., LTD. ALPOLIC BUSINESS UNIT
GENERAL TERMS AND CONDITIONS OF SALE

These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the products ("Products") and services ("Services") by ALPOLIC Business Unit of Mitsubishi Chemical Infratec Co., Ltd. ("Seller") to the buyer ("Buyer") named on the accompanying quotation or confirmation of sale or sales contract (collectively, the "Sales Confirmation"). These Terms apply only to direct export sales made to Buyer by Seller and do not apply to any sales made to Buyer through any of Seller's affiliates, distributors or other third parties. The Sales Confirmation and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications. The formation of any agreement between Seller and Buyer for the purchase of any Product or Service of Seller by Buyer is expressly conditioned on Buyer's acceptance of these Terms in their entirety without any additional or different terms unless agreed in writing and signed by a duly authorized representative of each party. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Any such additional or different terms in Buyer's documents, including any purchase orders, RFQs, RFPs or other ordering documents, are hereby deemed to be material alterations, which shall not constitute any parts of this Agreement, and notice of objection to and rejection of them is hereby given. Buyer accepts these Terms by accepting delivery of any Product or performance of any Service whether or not these Terms are provided with each sales transaction. Buyer acknowledges to have read and understood these Terms which shall prevail over and apply to the exclusion of any terms and conditions contained or referred to elsewhere or implied by trade custom, practice or course of dealing, including Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms.

1. **DELIVERY, TITLE, REFUSED ORDERS:** Delivery shall be CIF the designated shipping location in accordance with INCOTERMS 2020, unless otherwise agreed between the parties under the Sales Confirmation. Title to and risk of loss and liability for any Product shall pass from Seller to Buyer at the time of delivery of such Product to the common carrier for shipment. Refused orders shall be subject to all freight charges. No future orders of Buyer will be shipped unless such charges are paid in full by Buyer. In addition, Buyer has no right to cancel any purchase order after Seller has received such purchase order. In the case of CIF terms, insurance coverage shall be arranged for 110% of the invoice amount unless otherwise agreed between the parties in writing. Any additional insurance premium for coverage exceeding 110% of the invoice amount, if requested by Buyer, shall be borne by Buyer and added to the invoice amount. The letter of credit, if any, shall be issued accordingly.

2. **INSPECTION:** Buyer shall inspect Products at the point of receipt of such Products. Regardless of whether Buyer inspects a Product, no claim shall be effective if made after such Product has been altered or used, and, subject to the warranties in Section 8, all claims for alleged defects or shortfalls in Products are waived unless Seller is notified of such claims within thirty (30) days after receipt of such Products by Buyer. Buyer shall afford Seller prompt and reasonable opportunity to inspect all Products to which any claim is made. Should Seller agree to accept such claim made by Buyer as the result of the foregoing inspection, Seller shall, at its option, (a) repair Products against which the claim is made, (b) replace claimed Products with new Products or (c) refund Buyer the purchase price which Buyer has already paid to Seller. If Seller determines, in its reasonable discretion, that such Products are not defective, Buyer shall pay all freight and other reasonable costs incurred by Seller related to the inspection of Products.

3. **FREIGHT DAMAGE:** Seller's warranty as set forth in Section 8 does not cover physical damage incurred in transit. If Buyer receives any Product believed to be damaged during shipment, Buyer's sole remedy lies with the carrier and Buyer should: (a) immediately notify Seller thereof; (b) note any damage on the receipt and bill of lading; (c) file a claim with the carrier within thirty (30) days of receipt of such Product; and (d) retain all shipping cartons, packing materials and content in the same condition as it was received.

4. **PERMISSIBLE VARIATIONS:** All Products, including those consistent with exact specifications, shall be subject to tolerances and variations consistent with usages of the trade and regular practices concerning dimension, weight, packaging, normal variations in surface, deviations from tolerances and variations consistent with practical testing and inspection methods, and practices concerning over- and under-count of Products. A shipping tolerance of ten percent (10%) of ordered quantity applies to all Products, such that the quantity of Products delivered by Seller to Buyer may be up to ten percent (10%) more or less than the quantity ordered and set forth in the Sales Confirmation. Buyer shall not be entitled to object to or reject the Products or any portion of them by reason of the surplus or shortfall and shall pay for such Products at the price set forth in the Sales Confirmation adjusted pro rata.

5. **PRICE:** Prices quoted by Seller and the availability of each Product are subject to change without notice. Notwithstanding the foregoing, prices may be fixed for a certain term if such fixed pricing and term are expressly stated on Seller's proposal and the Sales Confirmation.

6. **PAYMENT TERMS:** Terms of payment shall be net thirty (30) days from the date of invoice. If payment is not received within such period, the outstanding balance shall accrue interest at a rate of fourteen point six percent (14.6 %) per year until paid to the maximum extent permitted by the applicable law. Payment shall be made in advance, unless otherwise agreed by Seller in writing. Seller shall have no obligation to commence production until receipt of payment. If Seller agrees to payment by letter of credit, Buyer shall establish an irrevocable letter of credit negotiable at sight through a prime bank acceptable to Seller immediately after the date of the Sales Confirmation, with validity extending at least fifteen (15) days after the latest shipment date for negotiation of the relevant draft. If Buyer fails to establish such letter of credit, Seller may, at its option, resell Products for Buyer's account, hold Products at Buyer's risk and expense, and/or cancel the Agreement and claim damages arising from Buyer's default.

7. **CREDIT:** Where Seller extends credit terms to Buyer, Buyer shall submit a credit application to Seller for approval upon Seller's request. Credit is subject to advance approval by Seller, in its sole discretion. If the financial condition of Buyer at any time is such as to give Seller, in its judgment, grounds for concern about Buyer's ability to perform its obligations under any purchase order, Seller may require full or partial payment in advance or may suspend any further deliveries or Services to be performed by Seller hereunder until such payment has been received by Seller. In the event of failure to pay any amount when due by Buyer under any purchase

order or in the event any proceeding is brought by or against Buyer under any bankruptcy or insolvency laws, Seller shall be entitled to cancel any order outstanding at any time during the period allowed for filing claims against the property and to receive reimbursement for its cancellation and immediate payment of all sums payable by Buyer under any purchase order from Buyer, whereupon the same shall become immediately due and payable.

8. **WARRANTY:** Seller warrants that the Products will materially conform to the specifications as set forth in the Sales Confirmation (if any such specifications are set forth therein). In the absence of such specifications, Seller warrants that the Products will materially conform to the standard specification of Products (if any) set by Seller at the time of shipment of the applicable Products. In the event that Buyer receives Products that do not conform to the applicable specification (if any), Buyer shall immediately notify Seller thereof and Seller is entitled to inspect such potential non-conforming Products claimed by Buyer. Should Seller determine that such Products are non-conforming Products as the result of its inspection, Seller shall, at its option, (a) repair the non-conforming Products, (b) replace non-conforming Products with new Products or (c) refund Buyer the purchase price which has already been paid by Buyer to Seller. If Seller determines, in its reasonable discretion, that such Products are conforming to the applicable specification, Buyer shall pay all freight and other reasonable costs incurred by Seller related to the inspection of Products. The warranties of Products hereunder shall remain in effect for three (3) months from the delivery of the Products. Notwithstanding anything to the contrary set forth in this Section, if Seller has executed and delivered to Buyer a separate written warranty statement with respect to the applicable Products, such warranty statement shall govern the warranties for the Products, and the foregoing provisions of this Section shall not apply to the extent they are inconsistent therewith. The warranties extend to Buyer only and do not extend to any third party.

9. **DISCLAIMER OF FURTHER WARRANTIES:** THE WARRANTIES SET FORTH IN SECTION 8 ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF PATENT OR ANY OTHER RIGHTS OF THIRD PARTIES.

10. **LIMITATION OF REMEDIES AND LIABILITY:** IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE AND LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER HAS BEEN GIVEN NOTICE OF ANY SUCH ALLEGED DAMAGES, AND REGARDLESS OF WHETHER SUCH ALLEGED DAMAGES ARE SOUGHT UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY. IN ADDITION, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, OR THE SUBJECT MATTER HEREOF, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EXCEED THE PURCHASE PRICE PAID BY BUYER TO SELLER OF THE PARTICULAR PRODUCTS OR SERVICES WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. ANY CAUSE OF ACTION THAT BUYER MAY HAVE AGAINST SELLER AND WHICH MAY ARISE IN CONNECTION WITH THE PRODUCTS OR SERVICES MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE OCCURRENCE OF THE CAUSE OF SUCH CLAIM.

11. **INDEMNIFICATION:** Buyer shall indemnify, defend and hold harmless Seller, its affiliates, and its and their respective officers, directors, employees, agents, and representatives from and against any and all actions, disputes, proceedings, or claims and associated damages, expenses, liabilities, losses and costs, including reasonable fees of attorneys and other professionals, to the extent arising out of or relating to (i) Buyer's handling, storage, transportation, resale or use of any Product in manufacturing processes, or in combination with other substances, or otherwise, (ii) Buyer's violation of any applicable laws, rules, or regulations, (iii) a breach of this Agreement by Buyer, (iv) any personal injury or property damage attributable to Buyer, and (v) marking of Products or containers in accordance with Buyer's requests.

12. **SUPPORT:** All technical advice, recommendations and related support services provided by Seller are intended for use by persons having skill in the particular area of the services being provided. Such advice is provided to Buyer at its own risk, and Seller assumes no responsibility or liability for any such advice, recommendations or related support services, and Buyer hereby waives all claims against Seller, for any results obtained or damages incurred from the use of Seller's advice, recommendations or related support services, absent willful misconduct.

13. **FORCE MAJEURE:** Seller will not be liable for non-performance or delay in performance due wholly or partly to any cause not in its reasonable control or not avoidable by reasonable diligence ("Force Majeure"). Upon the occurrence of Force Majeure, Seller may suspend or reduce deliveries during the period of Force Majeure upon notice to Buyer thereof, and the total quantity deliverable under this Agreement will be reduced by the quantities so omitted. The following, while not an exclusive listing, will be considered to be Force Majeure: natural disasters such as floods, earthquakes, hurricanes, and other severe weather events; epidemics, pandemics, and quarantines, such as the events connected with 2019 novel coronavirus disease (COVID-19); war, hostilities, terrorist acts, and civil unrest; government actions; organized labor activities such as strikes and work slow-downs; inability to use the full capacity of plants or facilities as a result of governmental action, machinery malfunctions or breakdown; and the inability or difficulty (without litigation, the payment of penalties or unreasonable amounts, or the acceptance of unreasonable terms and conditions) to obtain fuel, power, labor, containers, transportation, facilities or any other material necessary to produce the Products. If such Force Majeure continues to prevent or delay performance for more than ninety (90) days, Seller may cancel any outstanding purchase order of Buyer, effective immediately upon written notice to Buyer.

14. **SHORTAGES:** If shortages occur in Seller's supply of the Products for any reason other than a Force Majeure, Seller has the right to allocate all Products produced among its customers, in accordance with its own requirements and the requirements of its or its parent's division, subsidiaries, and affiliates in any manner and amount that it deems fair and reasonable, without obligation to obtain similar goods from other sources. Seller may deduct any quantity not shipped to Buyer because of any such shortages of either Products or materials from the quantity specified in Buyer's purchase order.

15. **HANDLING; LOADING; UNLOADING AND CONTAINERS:** (a) Buyer acknowledges that the Products may require special handling, storage, transportation, treatment or use to comply with applicable safety and environmental laws, and Buyer shall take all

actions necessary to comply with these laws and to avoid dangers to persons, property or the environment. Buyer certifies that all containers and allied equipment presented by it at Seller's shipping point will be fit for the Products. Seller may refuse to load Buyer's containers if Seller reasonably believes that the quality of the Products will be prejudiced or that any unsafe condition exists (provided, however, Seller shall have no obligation to do so). Buyer shall be responsible for the prompt unloading and release of all transportation equipment and shall pay any invoice for demurrage, any other expense or any loss caused by Buyer within ten (10) days of receipt of written notice from Seller. (b) Buyer shall unload railroad cars, trucks and barges furnished by Seller within the time specified by tariffs or on file with applicable regulatory bodies or promptly after receipt if no such time is specified or on file, and pay any charges resulting from its failure to do so directly to the common carrier upon receipt of invoice therefore. Buyer shall pay Seller's daily charges for trip leased tank cars for tank cars held longer than seven (7) days from constructive placement. BUYER ASSUMES FULL RESPONSIBILITY FOR USE AND CONDITION OF CARS, TRUCKS AND BARGES WHILE IN BUYER'S POSSESSION AND AGREES TO (1) COMPENSATE SELLER FOR LOSS OR DAMAGE TO SELLER PROPERTY AND (2) INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY LOSS OR DAMAGE TO PROPERTY OTHER THAN SELLER PROPERTY AND FROM ANY INJURIES TO PERSONS RELATING IN ANY WAY TO THE USE OF SUCH CAR(S), TRUCK(S) AND BARGE(S) WHILE SUCH ARE IN BUYER'S POSSESSION. Buyer shall report to Seller promptly any damage that may be sustained by the car(s), truck(s) or barge(s) in Buyer's possession.

16. TAXES: (a) All prices for the Products and Services are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided that Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets. (b) If new or increased taxes, excises or other governmental charges (other than taxes based on Seller's income) are imposed on Seller for the production, sale or transportation of any of the Products after the date of the purchase order, Buyer will reimburse Seller for all amounts so imposed, or, if Buyer refuses to reimburse Seller for such amounts, Seller may, at its sole discretion, terminate the order as to such Products. (c) Seller specifically reserves to itself all rights to claim, receive, and retain drawbacks on duty or other taxes paid on materials entering into the manufacture or production of the Products specified in any order. Buyer disclaims all interests in such rights and agrees to furnish Seller with proof of exportation and all other documents necessary to obtain payment of such drawbacks and to cooperate with Seller in obtaining such payment.

17. NOTICES: All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, internationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid) or e-mail (with confirmation of transmission). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

18. EXPORT COMPLIANCE: Buyer hereby represents and warrants to Seller that it and its affiliates and subsidiaries, and its and their officers, directors, employees, suppliers, manufacturers, and nominated vessels are (i) in compliance with applicable international trade laws and regulations, including, without limitation, the U.S sanctions regulations administered by the Office of Foreign Assets Control; the U.S. Export Administration Regulations (EAR) administered by the Bureau of Infrastructure and Security; restrictions pursuant to the Foreign Exchange and Foreign Trade Law administered by the Japanese Ministry of Economy, Trade and Industry; and sanctions programs administered by the United Nations Security Council (collectively, "International Trade Laws") (ii) not sanctioned under the International Trade Laws, and (iii) not under investigation by any authority or operating according to the terms of a settlement agreement with any said authority.

19. GRATUITIES: Buyer warrants that it has not offered or given and will not offer or give to any employee, agent, or representative of Seller any gratuity with a view toward securing any business from Seller or influencing such person with respect to the terms, conditions, or performance of any contract or purchase order with Seller. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.

20. ASSIGNMENT: Buyer shall not assign this Agreement, any purchase order, or any interest therein without the prior written consent of Seller, which consent may be withheld by Seller in its sole discretion. Any such assignment without Seller's prior written consent shall be null and void, and entitle Seller to cancel any purchase order of Buyer upon written notice to Buyer.

21. GOVERNING LAW: The validity and interpretation of this Agreement shall be governed by the laws of Japan, without respect to its conflict of law principles. In addition, this Agreement specifically excludes the application of and shall not be subject to the U.N. Convention on Contracts for the International Sale of Goods.

22. ARBITRATION: Any controversy or claim arising between Seller and Buyer out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties within thirty (30) days shall be settled by arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The award thereof shall be final and binding upon Seller and Buyer. Judgement upon such award may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the Japanese language.

23. GENERAL: (a) If any provision, or portion thereof, of this Agreement is held to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, shall be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement shall continue in full force and effect. (b) No failure or delay by Seller to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy by Seller. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy by Seller. Any waiver by Seller of any breach of this Agreement shall be in

writing and shall not be construed as a waiver of any other breach. (c) No amendment of this Agreement shall be valid and enforceable unless such amendment is agreed to in a writing, signed by a duly authorized representative of Seller, and specifically refers to the section of this Agreement being amended.

24. PRODUCT INFORMATION: If the Products supplied under this Agreement are ALPOLIC, Technical Data Sheet (the "TDS") is available on the official product website of ALPOLIC (<https://www.alpolic.com/alpolic-intl/downloads/>).

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