

1. General

- 1.1. These general terms and conditions of business ("GTC") apply to all sales and services (collectively referred to as "Deliveries") provided by Mitsubishi Chemical Europe GmbH ("MCE") to Customer.
- 1.2. MCE hereby expressly objects to any other General Terms and Conditions of Business of the Customer, even without an express objection or in case orders are accepted without reservation. Any other Terms and Conditions of the Customer deviating from the GTC become part of the contract only if they are agreed by MCE in writing. The waiver of this requirement of written form must also be made in writing. For the sake of clarity and for the purpose of interpretation of these GTC, fax and email waivers are not considered to be in writing.
- 1.3. Any invalidity of individual clauses will not affect the validity of the remaining provisions. In case MCE and the Customer enter into a separate supply agreement, all conditions in these GTC shall remain valid if they are not expressly set aside by the separate supply agreement.

2. Order and Order Confirmation

- 2.1. All orders are subject to written order confirmation by MCE. Without written order confirmation by MCE, the orders shall not be binding between the parties.
- 2.2. If orders of the Customer depend on a quotation by MCE, such quotation (a quotation being a price reference calculated based on product(s) and respective volume request of Customer), unless otherwise specifically stated in the quotation, is valid if the Customer issues an order within 14 days from the date of the quotation by MCE. With the expiration of the 14-days term, the quotation is not binding on MCE.
- 2.3. The orders and their modifications or supplements as well as side agreements become binding only and to the extent of the content of MCE's written order confirmation.
- 2.4. The Customer is responsible for the correctness and timely procurement of the documents the Customer has to provide.

3. Prices and Payment Terms

- 3.1. Unless otherwise agreed in writing, MCE's prices are quoted EXW (Incoterms in its respective valid version) and do not include delivery costs, VAT, other taxes and duties (if applicable), at the statutory rate.
- 3.2. The purchase price is immediately due upon the invoice date net without deduction, set-off or withholding, unless otherwise agreed in writing. A cash discount deduction is always excluded, unless otherwise agreed in writing between the Customer and MCE.
- 3.3. Bills of exchange and checks are accepted only as conditional payment and are subject to MCE's prior written agreement.
- 3.4. If the Customer defaults on payment or its creditworthiness position changes, MCE is entitled to ask for immediate payment of all Deliveries irrespectively of any acceptance of bills of exchange or checks or granting of deferment of payment in another way. Further, MCE may request any Deliveries subject to payment in advance, and may cancel and withhold, either partially or entirely, Deliveries of confirmed orders.
- 3.5. Should the Customer delay payment beyond the due date in accordance to section 3.3 above, the Customer shall pay interest of 9 percent points above the respective basic interest rate from the due date. MCE is entitled to seek further damages.

4. Delivery and Delivery times

- 4.1. Time of delivery is indicative and it is not binding.
- 4.2. MCE's obligations, including Deliveries, will be suspended in case of force majeure event(s) as for instance through wars, natural disasters, pandemics/epidemics, strikes, lockouts, operating troubles, shortage of manpower and raw material, transportation hold-ups as well as governmental directives (including embargoes or sanctions) that prevent or delay the production or transportation or delivery. This also applies when MCE's suppliers or affiliates are affected by any of the above. If the delivery is permanently made impossible by foresaid events MCE is entitled to withdraw from the contract without any liability for damages. In particular, in the case of any Deliveries which are subject to the export licensing laws of Germany, the EU, the UK, Japan, USA or any

- other applicable country or state(s), any failure to obtain or any delay in obtaining such export license shall not render MCE liable to Customer.
- 4.3. The fulfilment of MCE's delivery obligation is subject to the timely and properly fulfilment of the obligations of the Customer. Partial Deliveries are admitted and can be charged separately.
- 4.4. In case of multiple delivery contracts or blanket purchase orders, MCE may fix a reasonable deadline for the request or acceptance for the partial or total delivery. After the expiration of MCE's deadline, MCE may terminate the contract and claim damages for non-performance in respect of the remaining quantity ordered.
- 4.5. If solely by MCE's fault MCE does not keep a delivery time that was assured and confirmed in writing, the Customer shall be entitled to set a reasonable period of grace after the expiration of the delivery time and to terminate the accepted order after the expiration of the period of grace. Claims for damages caused by undue delay shall be excluded. Insofar as goods are delivered from overseas "reasonable" shall be a period of grace of at least 12 weeks.
- 4.6. MCE is not liable for inability or delays regarding the Deliveries, if and to the extent that these are caused by circumstances in the responsibility of the Customer, in particular due to his fulfillment of public legal obligations under the valid version of Directive (EG) No. 1907/2006 (REACH Regulation).
- 4.7. Unless otherwise agreed in written form (in particular according to Incoterms in its respective valid version) the risk of loss and damage shall be transferred EXW.
- 4.8. If the Customer delays the acceptance of the Delivery or refuses the acceptance of Delivery for no apparent reason, MCE will charge the costs and additional expenses incurred to the Customer. MCE reserves the right to assert additional damages.
- 4.9. In the case of Deliveries in bulk for by weight, Customer shall accept normal manufacturing tolerances and quantities/weights varying by not more than 10% from the contract quantity, and shall pay pro rata for the actual quantity/weight delivered. The quantity stated on MCE's dispatch order confirmation shall be conclusive evidence of the amount delivered, unless Customer can provide conclusive evidence proving the contrary. Nothing in the foregoing shall affect the rights of any party arising from any relevant specification.
- 4.10. For export of the goods or services, MCE agrees to comply with applicable export laws and regulations and undertakes to obtain, if applicable, any UK license(s) required for the export of the goods from the UK. Customer undertakes to comply with any such license(s). If Customer wishes to re-sell or re-export the goods it may do so only in accordance with section 9, on obtaining prior written consent from MCE and on obtaining and complying with all necessary licenses, permits and consents (including without limitation all export and import licenses) as required under applicable laws.
- ## 5. Retention of Title
- 5.1. The title to all Deliveries ("Conditional Goods") remains with MCE upon full payment of all debts including future debts, arising from the business relationship with the Customer. This also applies if payments are made against specially designated debts. If an invoice is still outstanding the retained title shall serve as a security for the balance due to MCE.
- 5.2. Processing or conversion of the Conditional Goods is carried out on behalf of MCE without any obligation for MCE. MCE is considered the manufacturer in the meaning of section 950 of the German Civil Code, and MCE acquires ownership of the intermediate and end products, excluding the Customer as owner, in proportion to the invoice value of MCE's Conditional Goods to the invoice values of the third-party goods. The same applies to combination or mixing of Conditional Goods with third-party goods in the sense of sections 947, 948 German Civil Code.
- 5.3. The Customer holds the Conditional Goods in custody for MCE and free of charge and undertakes to insure the Conditional Goods against the normal risks, such as but not limited to fire, water, theft etc. The Customer may sell, use for manufacture, mix or combine the Conditional Goods only in the

course of his ordinary business and only as long as he is not in default of payment. The Customer is not entitled to otherwise dispose of the Conditional Goods, especially not to pledging and assignment by bill of sales as a security. The power of disposition shall end if the Customer stops payments, or if there is a risk of insolvency, and further at any time when MCE revokes this right.

- 5.4. In the event of resale, the Customer hereby assigns to MCE any claims together with all subsidiary rights arising from the resale of the Conditional Goods to third parties until full settlement of all claims arising from the business relationship with MCE. In the normal course of business, the Customer is entitled to collect claims arising from the further use of Conditional Goods. If facts come to MCE's knowledge which indicate a significant deterioration in the Customer's financial situation, then, upon MCE's request, the Customer must inform its Customers of the assignment, refrain from disposing of the debts in any way, give MCE all the necessary information about the inventory of goods which are MCE's property and the claims assigned to MCE, and shall provide MCE with the necessary documents to enforce the assigned claims. In case of levies of execution or seizure attachments by third parties the Customer must inform MCE immediately. The Customer shall bear costs caused by MCE's intervention.
- 5.5. MCE shall release the securities at the request of the Customer, as far as their value exceeds the claim to be secured by more than 10 % of the value of the accepted order.
- 5.6. As far as the respective national law, where the goods are in custody of the Customer, requires further steps for the validity of the retention of title, for example, the registration with a registry, the Customer has to perform them on its own costs and has to deliver prove about this to MCE.

6. Warranty

- 6.1. MCE warrants that the Deliveries comply with MCE's product or service specifications at the time of manufacturing or performance. MCE does not provide any further expressed or implied warranty on the Deliveries including but not limited to implied warranties of merchantability, fitness for any particular

purpose and non-infringement of third-party rights. References to norms or similar regulations, information in safety data sheets, information on the applicability of the Deliveries and statements in advertisements are neither warranties nor guarantees. The same applies to conformity declarations. In particular, pertinent identified uses according to the REACH Regulation [EG.] No. 1907/2006 represent neither an agreement concerning a corresponding contractual property nor a contractually stipulated utilization.

- 6.2. Immediately after receipt the Customer shall examine the goods for defects in quality or errors in quantity and shall notify MCE in writing, no later than 5 days after receipt, pointing out the order data, invoice- and lot number. Other defects must be notified to MCE in writing immediately when they become visible and no later than 5 days. If MCE is not notified in time about the defects, the Deliveries are approved by the Customer. In any case, MCE must have the opportunity to verify the complaint.
- 6.3. If the notice of defects is made in time and MCE confirms that the Deliveries do not comply with the applicable specification, MCE undertakes, at MCE's option, to rectify or replace the Deliveries.
- 6.4. Any advice in the mode of application is not binding on MCE and shall not release the Customer from its duty to check whether the goods are suitable for the procedures and technologies intended by it or its customers. Other than the warranty scenarios described in section 6.1 above, MCE does not assume any liability and all and any claims for damage against MCE related to advice, suggestions, recommendations and/or any other communication about the mode of application shall be excluded.
- 6.5. All warranty claims of Customer according to this section 6 are time-barred after 12 months upon the transfer of risk of the Deliveries. This section 6.5 does not apply to claims arising from (i) injury to life, body or health, (ii) willful or grossly negligent breaches of duty of MCE or its vicarious agents or (iii) the German Act on Product Liability (*ProdHaftG*) or any other mandatory liability, which shall in each case be time-

barred in accordance with the statutory provisions.

6.6. Further claims are excluded in accordance with section 7 below.

7. General Liability Limitation

The liability of MCE under these GTC shall be limited as follows: MCE shall be fully liable for damages in the event of intent or gross negligence. In the event of slight negligence (*einfache Fahrlässigkeit*) MCE shall only be liable for damages to life, body and health resulting from a culpable breach of duty by MCE as well as for damages resulting from breach of an essential contractual obligation (*i.e.* an obligation the fulfilment of which is essential for the proper performance of the agreement and the observance of which the other party regularly relies on). In the event of a breach of an essential contractual obligation, MCE's cumulative liability shall be limited to the foreseeable, typically occurring damages. The parties agree that the amount of the foreseeable, typically occurring damages does not exceed the amounts paid by Customer to MCE for the affected accepted order, but in no event less than the amount of the foreseeable, typically occurring damages. The limitations of liability set out herein shall also apply to any special, incidental, consequential or indirect damages arising from or in relation to any Deliveries. The limitations of liability set out herein shall also apply to damages resulting from a breach of duty by vicarious agents or legal representatives of MCE. Liability according to the German Product Liability Act, in case of maliciously concealed defects and in case of an accepted quality guarantee for the Deliveries remains unaffected.

8. REACH

If the Customer notifies MCE of a use according to Article 37.2 of the Regulation [EC] No. 1907/2006 of the European Parliament and the Council on registration, evaluation, authorization and restriction of chemical substances ("REACH Regulation") which requires an updating of the registration or substance safety data report, or another obligation under the REACH Regulation, the Customer bears all verifiable expenditure. MCE is not liable for any delivery delays resulting from the notification of this use and the fulfilment of the corresponding obligations according to the REACH Regulation. In case, for reasons of health or environmental protection, it is not possible to include this use as an identified use, and should the Customer intend, contrary to MCE's advice, to use

the goods in a manner MCE discourages, MCE can immediately terminate the contract and any accepted orders. The Customer cannot claim damages against MCE from the above-mentioned regulations and process.

9. Export control

9.1. Unless otherwise agreed in writing, Customer shall be responsible for compliance with statutory and regulatory requirements for the import, transport, storage, use, distribution, and export of the Deliveries. In particular, but not limited to, the Customer shall not use, sell or otherwise dispose of any of the Deliveries (i) for the development or production of biological, chemical or nuclear weapons; (ii) for the unlawful manufacture of drugs; (iii) in violation of embargoes or sanctions imposed by Germany, the EU, Japan, or the USA or any other applicable country or state; (iv) in violation of any legal registration or notification requirement; or (v) without having obtained all relevant approvals required under applicable laws and regulations. The Customer shall indemnify MCE against, and hold MCE harmless from, any claims, damages, costs, expenses, liabilities, loss, claims or proceedings whatsoever arising out of, or in connection with, any breach by Customer of its obligations set in this section 9.

9.2. Where a statutory or regulatory approval requirement applies to the export of MCE's Deliveries at the time of delivery/performance and such export approval is not granted upon request, MCE shall be entitled to terminate the agreement or accepted order without any liability for MCE. Delays in obtaining such approvals by responsible authorities will not result in the right of the Customer to claim damages.

9.3. MCE is also entitled to terminate any accepted orders in the event a trade prohibition applies at the time of delivery or in the event a product registration obligation applies and registration at the time of delivery/performance has not been applied for or granted.

Besides section 9.1 to 9.3, the following conditions shall apply where the Deliveries are or include carbon fibers or any other dual use Deliveries.

- 9.4. The Customer has represented that it is purchasing the goods as a raw material to be used by the Customer in its own works in the country specified in the Customer's order form for the manufacture of an article or articles, and to the extent that MCE is permitted by law to impose such restriction, (and subject always to section 4.10 above), the Customer shall not without the MCE's written consent re-sell or re-deliver the goods or any part thereof to any other person, firm or company or transport any of the goods outside the said country until the Deliveries have been converted into such articles.
- 9.5. It is a condition of the contract that the Customer is contracting as principal and not as agent of another person, firm or company and the Customer shall not without MCE's written consent assign all or any of its rights or obligations under the contract.

10. Confidentiality

The Customer must keep secret and confidential all information received from MCE and/or its affiliated companies in the context of the business relationship and refrain from disclosing it to third parties.

11. Jurisdiction and Governing Law, Place of fulfillment

- 11.1. Place of fulfillment for payment and deliveries is Düsseldorf. Exclusive place of jurisdiction is Düsseldorf.
- 11.2. The contract shall be governed by and construed in accordance with the laws of the Federal Republic of Germany with the exclusion of the rules of conflict of laws of the German Private International Law. The application of the UN-Convention on International Sales of Goods of April 11, 1980 is excluded.

**Annex for services provided by the Semiconductor
Solutions Division of MCE**

MCE offers services for the semiconductor industry that include the recovery and refining of precious metal residues ("**Recovery Services**") which could be on the parts of Customers. In case Customer is interested in Recovery Services, Customer is required to specifically order Recovery Services in the relevant order. In such case the parties will enter into a separate service agreement regarding Recovery Services which will include the fees associated with such Recovery Services. If Customer does not specifically order Recovery Services, MCE will assume that Customer waives its claim for restitution and will consider Customer's behavior as acceptance of transfer of ownership of the precious metal residues to MCE.