

DELRIN STANDARD TERMS AND CONDITIONS OF PURCHASE

These terms and conditions, together with any purchase order to which they are physically or electronically attached or in which they are incorporated by reference, are the "Order" or "Purchase Order". DELRIN USA, LLC or its affiliate identified on the Order, is "Buyer". "Seller" is the entity to which the Purchase Order is issued (as identified thereon). Seller and Buyer are each a "Party" and collectively "Parties". Seller shall supply any products, materials or other goods identified on the Purchase Order (the "Goods") and any services identified on the Purchase Order (the "Services"). If the Purchase Order is a release against an existing agreement between the Parties, these terms and conditions do not supersede the terms of such agreement. Any additional, conflicting, or different terms or conditions set forth in any invoice, in any acknowledgment of this Purchase Order, or in any document other than this Purchase Order as issued by Seller and any properly executed purchase contract between the Parties, shall have no effect. The Purchase Order is accepted by Seller when it begins providing the Goods or Services, unless accepted earlier. To the extent the Seller's quote or proposal are referenced, only the pricing and delivery terms shall apply.

A. IMPORTANT SPECIAL INSTRUCTIONS TO SELLER:

1. Upon receipt of Buyer's Purchase Order, please acknowledge such Order by providing Buyer with an Order Confirmation.
2. Provide packing list for delivery with each shipment.
3. Seller's invoice must contain the following minimum information in order to be considered acceptable to Buyer:
 - Buyer's purchase order
 - Buyer's part/identification numbers (where applicable)
 - Recognizable item description for each item
 - Intrastat (UNHS) code for each item
 - Item unit price
 - Total invoiced price
 - Value-added-tax (where applicable), segregated from price
 - Shipping/Transportation (B/L or CMR or equivalent) number
 - Where applicable, an accounting and statement of weight, freight, clearance fees, duty costs, and any other local taxes, segregated from price
 - Buyer's and Seller's VAT registration numbers
4. Not complying with the above minimum requirements may create a delay in payment of invoice or even cause the return of the unpaid invoice to Seller.
5. Invoice should match details of Buyer's Purchase Order regarding item description(s), pricing, quantities, and terms of payment and delivery.

B. PURCHASE BY BUYER IS GOVERNED BY THE FOLLOWING TERMS AND CONDITIONS:

1. DELIVERY

Seller shall deliver the Goods and Services on the delivery date(s) in the Purchase Order. Time is of the essence. Buyer may cancel the Purchase Order if delivery is not on time.

2. LABOR AND MATERIALS

Seller shall furnish all labor and materials (e.g., facilities, equipment and packaging) necessary to perform the Purchase Order, unless provided by Buyer. Any material provided by Buyer for the completion of this Purchase Order or paid for by Buyer and produced under this order, shall be considered the property of Buyer. Seller shall be responsible for any loss or damages incurred to Buyer's property while in the custody of Seller and shall return such property to Buyer in good condition after use or when so requested by Buyer.

3. WASTE

Seller shall minimize refuse and other waste material under the Purchase Order. Unless Buyer otherwise directs, Seller shall remove, transport and dispose of such refuse and waste as approved by Buyer in a safe and environmentally sound manner (and in accordance with applicable law).

4. QUALITY / WARRANTY

Seller warrants that the material or services comply with the description and specifications furnished by Buyer to Seller (or, in absence of specifications provided by Buyer, to Seller's own specifications as specified in its offer), that they are new and unused (unless otherwise specified), are of good quality and in good condition, are free from defect, are fit for the use for which they are intended, that they comply with locally- and/or internationally- regulated certification (including, but not limited to CE) and warranty-life requirements, and that they provide the personal and environmental safety which a person is entitled to expect of them. If requested by Buyer, Seller agrees to provide to Buyer at no additional charge a Certificate of Compliance or Certificate of Analysis to document Seller's verification that the material or services supplied meet the specifications detailed in this order. Seller must advise Buyer if material has a limited shelf-life or an expiration date (i.e., if material is subject to degradation of quality, safety, or expected performance over time), or if material must be stored under special conditions.

Seller shall give sufficient prior written notice to Buyer of any change(s) in raw materials, manufacturing processes, manufacturing location, or test methods for mutual assessment of the probable effect on Buyer's process or product performance. Buyer encourages Seller to seek certification of manufacturing process quality under ISO/QS-9000-series or similar programs.

Material and services provided under a contract subject to these terms and conditions are subject to Buyer's inspection and approval within a reasonable period of time after receipt at destination or completion of services.

If Buyer's specifications or Seller's description are not exactly met, material or services may be rejected and returned to Seller at Seller's expense and Buyer may, at its sole option, either cancel the Purchase Order (whereupon Seller shall repay any sums already paid by Buyer in respect of material or services so rejected), or, in case of negligence or non-compliance with warranted qualities of the material or services, claim damages for non-performance to the extent permitted under the law applicable to these terms and conditions, or require proper performance. In urgent cases, and with timely notice to Seller (prior to Buyer's actions, if possible), Buyer has the right to replace or repair damaged parts at Seller's expense and to eliminate existing damages.

With regards to data-management and computer-systems operations, Seller is obligated to ensure the operability of all computer hardware and software used by or on behalf of the Seller, whether owned, licensed, or under contract maintenance. Seller certifies that any hardware or software faults within a computer system owned or used by or on behalf of the Seller will be corrected in a manner and time frame to preclude interference with the performance of a contract subject to these terms and conditions. Delays or other difficulties attributable to improper processing, management, manipulation, calculation, or storage of data will not be excused by Seller's claims of force majeure.

5. PERSONNEL AND SUBCONTRACTING

Seller shall provide any personnel specified in the Purchase Order. Seller is an independent contractor of Buyer. The individuals and entities retained by Seller shall be under its exclusive direction and control and shall not be considered an employee, agent or contractor of Buyer. Seller's subcontractors shall comply with Seller's obligations and Seller shall be responsible for such compliance; however, Seller shall not subcontract any obligation without Buyer's approval.

If the Services are provided on Buyer sites, Seller shall comply with all site conditions and site rules (including Buyer's policies at such site regarding substance abuse and criminal background checks and safety and health). Seller shall cooperate in good faith with Buyer and any Buyer contractor, to the extent reasonably required by Buyer.

6. PACKAGING AND MARKING

Seller shall provide suitable protection and packaging for material to ensure arrival at destination in satisfactory condition. All packaging must bear Buyer's Purchase Order, release, and part numbers, Seller's quality-control number(s), and (if relevant) material expiration date; show gross, tare and net weights and/or quantity, and any other information or markings as specifically requested by Buyer. At the minimum, Seller must mark material according to local and international regulations, including (but not limited to) identification of hazardous or dangerous material and CE compliance markings. Seller will not charge Buyer for packaging or related expenses unless expressly agreed otherwise. No packaging will be considered returnable in condition for direct and immediate re-use, unless clearly identified by Seller in writing. Seller agrees to provide, at Seller's expense, appropriate support to Buyer to enable compliance with local and international regulations for proper return, disposal, and/or recycling of packaging waste materials.

7. INSPECTION PRIOR TO DELIVERY

Buyer shall be entitled to inspect material to be delivered against the Purchase Order before it is dispatched, or to audit relevant Seller's records to ensure compliance with specifications. Such inspection shall not relieve Seller from responsibility or liability nor be interpreted in any way to imply acceptance of such material. In addition, Buyer will, on request, be enabled to check manufacturing progress under the Purchase Order at Seller's point of manufacture and/or at the premises of any sub-contractor acting on Seller's behalf.

8. DELIVERY AND OWNERSHIP

Unless otherwise agreed and specified on the cover page of the Purchase Order, delivery of the material or services is carried out "DAP - to the site specified in the Purchase Order, VAT unpaid" (Incoterms 2010), packed and loaded to enable delivery, at the time or times specified in the order. If Seller fails to deliver within the time-limit set for the fulfillment of the Purchase Order, or, if no such limit has been prescribed, within a reasonable period of time after his being enjoined to do so, Buyer may, at its sole option, either rescind the order, require replacement of the delayed material or services, or claim damages for non-performance, without Seller being entitled to claim damages. Time for delivery shall be extended by a reasonable period if delay is caused by force majeure, refusal of license or other governmental act, fire, explosion, labor dispute or by any cause beyond the parties' reasonable control. Buyer expects Seller to make all reasonable endeavors to complete delivery for the quantities and time(s) specified; any request for delivery delay must be accepted by Buyer in writing. Receipt after the expiration of the delivery period shall not prejudice the right of Buyer to claim compensation or damages for the delay.

Unless expressly otherwise indicated, title to the material shall pass from Seller to Buyer at the point of delivery referred to on the cover page of this Purchase Order.

9. DOCUMENTATION

Seller must submit an original invoice or an electronic invoice format (PDF invoicing) acceptable under applicable laws to Buyer's Accounts Payable. Refer to IMPORTANT SPECIAL INSTRUCTIONS TO SELLER at the beginning of this document for details of required "minimum acceptable" invoice content and related items. Equipment supplied by Seller must always be accompanied by appropriate operating and maintenance manuals in local language; where appropriate, material should be accompanied by proper Material Safety Data Sheets in local language. When requested by Buyer, conformance-to-specification data, certificate of analysis, quality testing information and appropriate and correct material-handling and/or other technical information must be supplied at time of delivery, or at such other date as specified by Buyer, with content details as specified by Buyer, or, if Buyer has cited no specific requirements, then at the minimum required by local and international regulations.

Failure to comply with documentation requirements, or to meet agreed upon quantity, pricing, delivery terms or any other terms specified in Buyer's Purchase Order and related attachments, may result, at Buyer's sole discretion and upon notice by Buyer informing Seller of his intent to do so, in either refusal to accept delivery of the order and a return of material to Seller at Seller's expense, rejection of the

invoice and return of the invoice to Seller for subsequent correction, or payment to Seller only for the portion(s) of the order as deemed appropriate by Buyer.

10. INTELLECTUAL PROPERTY

Seller hereby irrevocably assigns to Buyer all right, title and interest in and to any work product (e.g., drawings, designs, plans, reports, studies, other written material or software) developed for Buyer under the Order. This assignment excludes existing intellectual property of Seller (including any modifications or enhancements thereto) provided to Seller under the Order. Seller hereby grants Buyer a nonexclusive, royalty-free, worldwide, perpetual license for Buyer (and its affiliated entities and third-party providers) to use such existing intellectual property in connection with the Goods or Services. Buyer retains all right, title and interest in and to, and Seller shall not use (except as necessary to perform the Purchase Order), its data and other intellectual property (and materials).

11. PAYMENT

Unless otherwise agreed to by Buyer and stated in the Purchase Order, after delivery of the Goods or the end of each month for Services, Seller shall submit an invoice to the address specified in the Order for the fees, taxes and, if reimbursable, expenses applicable to the Goods delivered and Services provided. Incomplete or incorrect invoices will not be processed or paid refer also (refer also to IMPORTANT SPECIAL INSTRUCTIONS TO SELLER). All expenses, charges and costs are included in the fees and will not be reimbursed. Buyer shall pay Seller (via electronic funds transfer, wire or check, as Buyer elects) within sixty (90) days after receipt of a properly prepared and correct invoice and with the scheduled payment run on or following the invoice due date, subject to the applicable local jurisdiction. Payment is not to be regarded as acknowledgment of material received or services performed according to specifications or description and free of defects. Buyer reserves the right to set off Seller's claims arising hereunder against claims of Buyer against Seller.

12. INDEMNIFICATION

Seller shall defend and indemnify Buyer from and against any loss, liability (including settlements, judgments, fines and penalties) or costs (including reasonable attorney fees, court costs and other litigation expenses) relating to any action, suit or proceeding against Buyer by a third party (including employees of either Party or government agencies) alleging it arises from acts or omissions (including what would be negligence, willful misconduct or breach of the Order) by Seller (or its subcontractors).

13. GOVERNMENT REGULATIONS

Seller warrants that all applicable laws, rules and regulations of governmental authorities covering the production, sale and delivery of the material or services specified herein have been complied with. A breach of such regulations shall entitle Buyer to rescind the Purchase Order.

14. ASSIGNMENT

Any right or obligation arising hereunder is not assignable or transferable by Seller except with the written consent of Buyer; Buyer will not unreasonably withhold such consent. Seller must receive written consent of Buyer prior to engaging any other parties in the production of the ordered material or services. Buyer reserves the right to assign or transfer a contract subject to these terms and conditions to a third party with prior written notice to Seller.

15. TERMINATION

The Purchase Order shall continue for the period specified (or, if not specified, until completed) unless terminated earlier (in whole or in part): (a) as set forth herein; (b) by Buyer, with or without cause, upon immediate notice; or (c) by Seller if Buyer fails to cure a breach within thirty (30) days after notice. Any permitted termination (or expiration) shall be without penalty (including termination fees) and shall not relieve or release either Party from any rights, liabilities or obligations that have accrued under the law or the Purchase Order.

16. FORCE MAJEURE

Neither Buyer nor Seller shall be liable to the other or be deemed to be in breach of a contract subject to these terms and conditions from any delay in performance or from any failure to perform any of its obligations in relation to a contract subject to these terms and conditions, if the delay or failure was beyond that party's reasonable control. The nonperforming party shall be diligent in attempting to remove any such cause and shall promptly notify the other party of extent and probable duration. If Seller's claim of force majeure only partially affects Seller's ability to perform under a contract subject to these terms and conditions, Buyer expects Seller to supply a reasonable pro-rata share of material/services.

17. CONFIDENTIAL INFORMATION

Any information derived from this Purchase Order or from related documents or material supplied by Buyer remains the confidential property of Buyer and shall not be disclosed by Seller to any third party without written consent of Buyer. Seller may not attempt to develop any patents as the result of information derived from a contract subject to these terms and conditions or related documents without prior written consent of Buyer. Seller may not use Buyer's company or product name(s) for advertising or reference purposes without written consent of Buyer.

18. PRIVACY

(a) Unless agreed otherwise in writing, any personally identifiable information provided by one Party to the other hereunder may only be used for conducting the business transaction(s) that is the subject of this Agreement. Buyer does not consent to Seller's use of any personally identifiable information provided by Buyer, its subcontractor, customer, vendor, or employee, for any direct marketing, nor to the transfer of such information to any third party; (b) Seller will immediately notify Buyer verbally, and promptly thereafter in writing, whenever the Seller has experienced an electronic or physical security breach and such breach exposes Buyer-supplied personal identifier information of third party customers, potential customers, vendors, or contractors. For the purposes of this Section, "security breach" includes (i) the loss of personal data; (ii) the unauthorized or unlawful processing, disclosure, access, alteration, corruption, transfer, sale, rental, destruction, or use of personal data; and (iii) relevant definitions provided by applicable law. Seller will fully cooperate with Buyer in complying with any breach notification requirements of any State, the Federal government, or any other country. To the extent that Seller is negligent, has engaged in any intentional misconduct, or fails to adhere to the Buyer's security requirements set forth in the Purchase Order, then Seller will indemnify, defend, and hold Buyer harmless from any loss, cost damages, claims, or liability arising from or relating to Seller's failure.

19. RESPONSIBLE CARE

At its own expense, Seller shall comply with all relevant health, safety, and environmental codes, rules, guidelines, and regulations issued by governmental agencies, local and international, including, but not limited to the REACH Regulation in case of chemicals, and, while on the Buyer's property, also with all of the Buyer's health, safety, and environmental codes, rules, and guidelines. A breach of such compliance shall entitle Buyer, at his sole discretion and upon notice by Buyer informing Seller of his intent to do so, to rescind the order.

Buyer encourages Seller to abide by sound principles (such as those contained in Delrin's Supplier Code of Conduct (<https://www.delrin.com/supplier-center/supplier-code-of-conduct/>)) for the proper management of safety, health, and environmental considerations, to apply an effective Product Stewardship process to material and services supplied to Buyer, and to seek certification under ISO-14000 series and EMAS/Eco-Audit regulations of the European Union.

Seller shall not pay any salaries, commissions or fees (or make any other payments or rebates) to any employee, officer or director of Buyer (or any designee of such employee, officer or director) or favor any such individual with gifts, entertainment, services or goods.

20. CHILD AND FORCED LABOR

Seller is fully aware of the Delrin's Child and Forced Labor Principles ("Delrin Principles"). Seller certifies that it does not and will not employ any person to perform services, provide product, or manufacture or supply material for Buyer who is under fifteen (15) years of age, or eighteen (18) years of age in the case of hazardous services or work (hereinafter "Child Labor"), unless Seller first obtains the written approval of Delrin. Seller shall however be entitled to employ persons under fifteen (15) years of age for non-hazardous services or work if under a temporary workplace internship or apprenticeship education program, provided that such employment is in compliance with applicable laws and the person is working with the permission of his or her parent or legal guardian, is closely supervised and their morals, safety, health, and compulsory education are not compromised in any way.

Seller certifies that the workers it uses, and will use, to produce product, provide services, or manufacture or supply material are present voluntarily. Seller certifies that it does not and will not knowingly use forced labor as it is defined in the Delrin Principles and that it complies and will comply at all times with the applicable statutory minimum standards regarding employment conditions when providing services under a contract subject to these terms and conditions.

Seller understands that these certifications and undertakings are essential to a contract subject to these terms and conditions. Seller agrees to indemnify Buyer and hold Buyer harmless with respect to any liability arising from the contravention of this Section by Seller. Seller also agrees that, in the event that Buyer determines that a violation of this Section has occurred, Buyer shall notify Seller and Seller shall immediately remedy the violation. In the event that Buyer determines that Seller has not remedied the violation, then Buyer may immediately terminate a contract subject to these terms and conditions, and such termination shall be with cause.

21. AUDITS

Upon notice from Buyer, Seller shall provide Buyer (and its accountants and auditors) with access to Seller's locations and records (except internal cost records of Seller) for Buyer to audit Seller's compliance with this Order, including to verify if the charges are accurate.

22. TSCA AND REACH

Supplier shall not ship any chemical substance not specified by name in a Safety Data Sheet or the Purchase Order. Supplier certifies that: (a) all chemical substances subject to the Toxic Substances Control Act (TSCA) supplied to Buyer are correctly listed on the TSCA Chemical Substances Inventory or comply with an exemption; and (b) all chemical substances subject to the Regulation of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) supplied to Buyer have been correctly submitted for registration to the European Chemicals Agency according to statutory registration deadlines or there is an exemption for such registration. Supplier shall immediately inform Buyer of Substances of Very High Concern (SVHC) on the candidate list above 0.1% wt/wt. Upon Buyer's request, Supplier shall promptly provide Buyer with the complete chemical composition of substances supplied under the Order and any other information or certifications Buyer requests.

23. INSURANCE

Seller, at its expense, shall carry and maintain in force at all times the following insurance, on policy forms and with insurance companies authorized to do business in the jurisdictions where Services are to be performed, at the indicated minimum coverage limits or such higher limits as provided under insurance currently held by Seller as of the effective date of the Purchase Order, whichever is greater:

- a) Workers' Compensation (or its equivalent outside the U.S.) in accordance with all applicable statutory and legal requirements; Employer's Liability (or its equivalent outside the U.S.) if applicable - \$500,000 per accident/per employee; and such other insurance as may be required by law. This policy shall include a waiver of subrogation to Buyer.

- b) Commercial General Liability (Occurrence Form), including Contractual Liability and liability for Products and Completed Operations, in a combined limit for Bodily Injury and Property Damage - \$1,000,000 per occurrence. This policy shall name Buyer as an additional insured.
- c) Business Automobile Liability, for all licensed vehicles, in a combined single limit for Bodily Injury and Property Damage - \$1,000,000 per occurrence. If Seller operates licensed vehicles owned or leased by Buyer, the Seller's insurance policy shall be the primary insurance coverage.
- d) Other insurance appropriate for Seller's business or as required by law.

Upon the request of Buyer, Seller shall provide Buyer with certificates of insurance evidencing the coverage referenced in this Section. Seller shall require that any subcontractor it employs carry the same coverage in the same limits as set out in this Section, and any other coverage as Seller deems appropriate, and shall provide proof.

Seller's failure to comply with any of the insurance requirements in the Purchase Order shall not limit or relieve Seller from any of its obligations under the Purchase Order.

24. APPLICABLE LAW AND JURISDICTION

The contract subject to these terms and conditions shall be subject to the Laws of the country of residence of the Buyer's legal entity placing this Purchase Order, to the exclusion of its conflict of laws rules and of the United Nations Convention on the International Sale of Goods. Any controversy which may arise or relate to the purchase hereunder shall, at Buyer's option, be submitted to the competent Courts at the Buyer's place of residence.