

# GENERAL TERMS AND CONDITIONS OF SALE

## I/2025

### I. Conclusion of Contract

- These GENERAL TERMS AND CONDITIONS OF SALE ("General T&Cs of Sale") apply to Mitsui Chemicals Europe GmbH, and all its affiliated companies within the meaning of Sections 15 et seq. AktG [German Stock Corporation Act] (the company respectively concluding the contract is hereinafter referred to as "SELLER").
- These General T&Cs of Sale apply exclusively to companies within the meaning of Section 14 Bürgerliches Gesetzbuch (BGB) [German Civil Code] (hereinafter referred to as "BUYER") i.e. natural persons or legal entities which, when concluding a legal transaction, are acting in the performance of their commercial or independent professional activities.
- Business relations with the BUYER concerning deliveries and services as well as related information and advice shall be governed exclusively by these General T&Cs of Sale. Differing General Terms and Conditions - especially General Terms and Conditions of Purchase - of the BUYER shall only apply if and to the extent that the SELLER expressly recognises them in writing. The SELLER's silence regarding such differing General Terms and Conditions shall not be deemed to be recognition or consent, and this shall also apply to future contracts. Where these General T&Cs of Sale are implemented in business with the BUYER, they shall also apply to all further business relations of the same kind between the SELLER and the BUYER, unless otherwise expressly agreed in writing. General T&Cs of Sale.

### II. Quotation, conclusion of contracts, scope of delivery

- The SELLER's quotations are subject to change and are not binding. If the BUYER places a delivery order based on quotations subject to change, a contract shall be concluded, also in day-to-day business, only upon the SELLER's order confirmation in writing or text form if the BUYER requests such confirmation. In all other cases, the contract shall be concluded by delivery of the PRODUCTS. If an order confirmation is provided, this alone shall govern the content of the contract, in particular the scope of delivery and date of delivery.
- Prices and performance data and other declarations or assurances shall be binding for the SELLER only if they have been made or confirmed in writing or text form.
- Any documents, drawings, details of weight, samples etc. enclosed with the SELLER's quotation are only determined approximately. In particular, these are neither a guarantee nor is hereby a procurement risk assumed unless this is expressly indicated in writing or text form as "guaranteed by law" resp. "assumption of a procurement risk". Any reference to standards and similar technical regulations as well shall not indicate a property of the PRODUCTS unless this is expressly indicated as a "property of the product".
- The SELLER shall only be obliged to deliver from its own stock (obligation to deliver from stock).
- The SELLER is entitled to deviations in quantity (excess or short deliveries) to the extent customary in the trade and reasonable for the BUYER but not more than a 5% deviation from the contractually agreed quantity.
- The SELLER is entitled to deviate from the descriptions provided by him if so necessitated by production considerations or by improvements, experience gained or technical advances without the BUYER's authorisation, provided that this is reasonably acceptable for the BUYER and no additional costs are charged to the BUYER.

### III. Prices, payments and delay

- Prices are euro prices unless otherwise stated and do not include turnover tax. This shall be invoiced separately at the respectively valid rate in accordance with respectively applicable tax provisions.
- Unless otherwise agreed in writing or text form, prices are ex works or ex SELLER's warehouse (EXW Incoterms 2020) and exclude in particular packaging and shipping costs as well as customs duty and freight.
- Payment is due in full no later than thirty (30) days after the date of delivery unless not otherwise agreed in writing.
- Incidental expenses, such as bank-charges incurred in remittance are for BUYER's account. If the BUYER exceeds the terms of payment, the SELLER shall have the right to charge interests on arrears at the statutory interest rate. In the case of outstanding payments not caused by SELLER's own actions or negligent, the SELLER shall have the right – independent of other claims for damages – to defer contractual obligations on his own part until the outstanding payments are effected. The place of payment shall be at SELLER's registered office. The price set forth on the invoice denotes the currency of payment.
- If SELLER's return shall be reduced by any change in rates of exchange between the currency unit stated in the price on the invoice and the currency unit of payment due to any governmental action, SELLER at its sole discretion may elect to either require BUYER to compensate SELLER for such reduction in return, which compensation BUYER hereby agrees to pay, or to terminate this contract.
- If payment is to be made by letter of credit ("l/c") and unless otherwise specified on the invoice, BUYER shall immediately establish a confirmed-irrevocable, without recourse and unrestricted l/c through a prime bank satisfactory to SELLER, which letter shall be satisfactory to SELLER in form and substance. The l/c shall refer to this contract by its number- be available for SELLER'S draft or drafts at sight and authorise reimbursement to SELLER for such sums if any as may be advanced by SELLER for customs invoices, inspection fees and other expenditures made by SELLER for the account of BUYER. The l/credit shall also provide for partial availments against partial

deliveries and shall be maintained for a period of not less than thirty (30) days after the latest date allowed for the shipment. Unless confirmed by a final court ruling or expressly acknowledged by SELLER, payments may not be withheld by BUYER with respect to any disputed counterclaims against SELLER and BUYER's right of set off shall be excluded. Delivery shall be subject to quantitative variation to the extent customarily recognised in the trade of the PRODUCTS. The relevant l/c shall be worded accordingly.

- The BUYER shall have no right of retention if it is not based on the same contractual relationship. Set-off against disputed claims or claims which have not been recognised by declaratory judgment shall be excluded. The SELLER shall have the right to avert the exercise of a right of retention by provision of security, also by guarantee.
- The SELLER shall have the right at its reasonably exercised discretion (Section 315 BGB, subject to judicial review according to Section 315 (3) BGB) to increase the prices for its deliveries and services unilaterally where production costs, material costs and/or procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to legal requirements, environmental charges, currency regulations, changes in customs duties and/or other public charges increase if these have a direct or indirect impact on the costs of the contractually agreed deliveries (PRODUCTS) and services and increase by more than 5% and if more than 2 months elapse between conclusion of the contract and delivery/service. An increase as mentioned above shall be excluded if the increase in costs for individual or all of the above-mentioned factors is set off by a reduction in costs for other of the above-mentioned factors with respect to the overall cost burden for the delivery/service (cost balancing). If the new price based on the SELLER's right to adjust prices as stated above is 25% or higher than the original price, the BUYER shall have the right to rescind contracts not yet executed in full with respect to the part of the contract not yet fulfilled. The BUYER can, however, assert this right only immediately after notification of the increased remuneration

### IV. Delivery/Transfer of Risk/Force Majeure and Self-delivery/Storage

- Specified delivery times are not binding unless otherwise agreed in writing or text form. If delivery dates and periods are not binding or approximate (ca., about etc.), the SELLER shall use its best efforts to comply with them. Delivery periods agreed as binding in writing or text form shall commence upon receipt of the order confirmation by the BUYER but not before all details about the execution of the order have been clarified and all other requirements to be fulfilled by the BUYER are met. This shall accordingly apply to delivery dates. Deliveries shall be admissible before expiry of the delivery period. Delivery periods shall only be binding when they are expressly designated as binding.
- If the SELLER does not receive deliveries or services from its sub-contractors to provide deliveries or services which are due to the BUYER under the contract, despite due and sufficient stocking in terms of quantity and quality under the delivery or service agreement with the BUYER, for reasons for which the SELLER is not responsible, or they are incorrect or not in due time, or events of force majeure occur of significant duration (i.e. of longer than 14 calendar days), the SELLER shall notify the BUYER in writing or text form in due time. In such case, the SELLER shall have the right to postpone the delivery for the duration of the obstruction or to rescind the contract in whole or in part for that part of the contract not yet fulfilled if the SELLER has met its foregoing duty to provide information and have not assumed a procurement risk. Events of force majeure are strikes, freight- insurance premiums, lockouts, official intervention, epidemics and pandemics, port congestion, energy shortages and shortages of raw materials, transport bottlenecks through no fault of our own, company obstructions through no fault of our own, e.g. due to fire and water damage, and damage to machinery, and any other obstructions which, when considered objectively, were not culpably caused by the SELLER.
- If a delivery and/or service date or delivery and/or service period is agreed with binding force and the agreed delivery or service date or the agreed delivery and/or service period is exceeded due to events according to paragraph IV.2. above, the BUYER shall have the right, after a reasonable extension of time has elapsed without success, to rescind the contract for that part of the contract not yet fulfilled. The BUYER shall have no further claims, in particular claims for damages, in this case, if the SELLER has met its foregoing duty to provide information.
- If shipment is delayed at the BUYER's request or for reasons, for which the BUYER is responsible, the SELLER shall have the right to store the PRODUCTS, beginning upon expiry of the reasonable period set in writing or text form in the notice that the PRODUCTS are ready for shipment, at the BUYER's risk of loss and deterioration of the PRODUCTS, and to invoice the costs incurred for this at 0.5% of the net invoice amount of the stored PRODUCTS for each full week or part thereof (up to a maximum amount totalling 10% of the net invoice amount of the stored PRODUCTS). The stored goods shall only be insured at the BUYER's specific request and upon BUYER's costs. This shall not affect the assertion of further rights. The BUYER shall have the right to prove that no costs or considerably lower costs were incurred.
- PRODUCTS shall be packed and marked by SELLER in the manners customary for the respective merchandise, special arrangements being subject to a written confirmation by the SELLER and extra charges. BUYER shall comply with SELLER's instructions and all legal requirements if he affixes its trade name or trademarks to the PRODUCTS, relabels or repackages the

PRODUCTS reprocesses products containing or involving SELLER'S PRODUCTS.

6. PRODUCTS shall be shipped from any port of the country of shipment by vessel of any flag, with or without transshipment and divided shipment shall be allowed. SELLER shall not be liable for delay in shipment attributable to compliance with BUYER'S special instructions regarding the shipment.
7. Customs invoices, certificates of origin or other requirements shall be prepared by SELLER only at advance instructions. If BUYER fails to timely obtain import licenses or any other necessary authorisations, SELLER has the right to postpone delivery or to rescind this contract wholly or partially without any liability to BUYER. BUYER shall be liable for any losses or expenses suffered or incurred by SELLER as a result thereof.
8. Risk of damage to or loss of PRODUCTS shall pass to BUYER in the case of PRODUCTS to be delivered at SELLER's premises at that time when SELLER notifies BUYER that PRODUCTS are available for collection. In the case of PRODUCTS to be delivered otherwise than at the SELLER's premises the same risk pass to BUYER at the time of delivery or- if BUYER wrongfully fails to take delivery of PRODUCTS the time when SELLER has tendered delivery of PRODUCTS.
9. If shipment is delayed due to circumstances for which the BUYER is responsible or the shipment is sent at the BUYERs request at a date which is later than the agreed delivery date, the risk shall pass to the BUYER for the period of the delay from the date on which the notice is sent stating that the delivery is ready for dispatch. The SELLER shall be obliged at the BUYERs request and expense only to take out the insurances requested by the BUYER.

#### V. Retention of Title

1. SELLER retains title to all PRODUCTS until SELLER has received full payment of the price of the PRODUCT including any additional due costs and expenses. To the extent BUYER is in default SELLER has authority to retake, sell or otherwise deal with or dispose of all or any part of the PRODUCTS in which title remains vested in SELLER. If SELLER retakes the PRODUCTS this is not a withdrawal from the contract unless expressly declared in writing. In this case SELLER is entitled to the commercialisation and shall credit the net profit of the commercialisation - deducting reasonable costs and expenses thereof - against BUYER's liabilities.
2. The BUYER may not sell or pledge the PRODUCTS, or transfer ownership as a security without SELLER's prior written consent. If the BUYER sells the PRODUCT, title to all future claims against the BUYER's customers in connection with such sale, together with all subsidiary rights – including any receivables – will hereby be assigned to the SELLER as security without the need for any separate declaration to this effect. In case the PRODUCTS are sold together with other items without a separate price being agreed for the PRODUCTS, the BUYER hereby assigns to the SELLER the portion of the total price that corresponds to the amount invoiced by the SELLER for the PRODUCTS. The BUYER shall immediately notify the SELLER in the event of seizure, attachment or other orders for disposal by third parties. Filing for the commencement of insolvency or composition proceedings by the BUYER shall entitle the SELLER to cancel the contract and demand immediate return of the PRODUCTS.
3. a) The BUYER shall be allowed to process the PRODUCTS, or to mix or combine them with other items. Processing shall be performed for the SELLER. The BUYER shall store the resulting new items for the SELLER with the diligence of a prudent businessman. The new items shall be deemed to be a product under Retention of Title.  
b) The SELLER and the BUYER herewith agree that if the PRODUCTS are mixed or combined with other items that do not belong to the SELLER, the SELLER shall receive co-ownership of the new items based on the proportionate value of the PRODUCT in the mixed or combined items in relation to the other components at the time of mixing or combination. Insofar the new items shall be deemed to be under Retention of Title.  
c) If the BUYER combines the PRODUCT with properties or movables, it shall, without need for any further declaration, also assign its claims as compensation for such combination, together with all subsidiary rights, to the SELLER up to the proportionate value of the PRODUCT included in the new items in relation to the other components.
4. The SELLER shall undertake to realise the security that he holds at the BUYER's request insofar as the realisable value thereof exceeds the total sum of all claims against the BUYER to which the SELLER is entitled by more than 20%. The SELLER shall select the security to be released.
5. In case the SELLER cancels the contract, he shall have the right to demand reasonable compensation for permitting the BUYER to use the reserved property for a certain period.
6. Until the property in the PRODUCTS passes to the BUYER, BUYER act as SELLER's fiduciary agent and shall keep the PRODUCTS properly stored, protected and insured.

#### VI. Notification of defects

1. If BUYER considers the PRODUCTS to be unsatisfactory for any reason he must notify SELLER immediately, however within ten (10) working-days of the date of receipt at the latest in writing. Failure by BUYER to timely give said notice in writing shall constitute a waiver by BUYER of all claims with respect to said PRODUCTS (§ 377 HGB, German Commercial Code shall apply). If requested by SELLER, BUYER shall promptly return to SELLER by the method designated by SELLER all unconsumed PRODUCTS alleged by BUYER to be other than warranted and SELLER will pay freight thereon.
2. Hidden defects must be reported in writing immediately upon discovery. The BUYER shall prove that a defect is a hidden.
3. Obvious damages sustained during transport or other defects identifiable already at the time of delivery shall also be confirmed by the deliverer's

signature on the respective transport document when delivery is accepted. The BUYER shall ensure that a corresponding confirmation is provided.

#### VII. Claims for defects

1. SELLER makes no warranties, express or implied except as requested by applicable law, including any warranty of merchantability or fitness for a particular purpose or use or warranties in connection with the conception, production or sale. § 444 German Civil Code shall not apply to the business relationship between the PARTIES.
2. Supplementary performance shall be provided at the SELLERs option by remedying the defect or supplying a PRODUCT free of defects. If supplementary performance fails, the BUYER shall have the right at its option to make a reduction or rescind the contract. This shall not affect the right to assert damages according to paragraph VIII. of these General T&Cs of Sale.
3. Place of rectification is the place to which the SELLER has delivered as agreed. If the costs of supplementary performance increase due to the fact that the BUYER has transported the goods to a place other than the place of the delivery, the costs incurred as a result shall be borne by the BUYER.
4. Claims for defects shall become statute-barred within one year after the risk passes pursuant to paragraph IV. of these General T&Cs of Sale. This shall not apply if the SELLER is culpable of fraudulent intent, intent or gross negligence and in the cases pursuant to paragraph VIII. (a) - (e) below. The periods of limitation arising from Sections 438 (1) No 2, 445b (1) and 634a (1) No 2 BGB shall remain unaffected.
5. The warranty and liability of the SELLER arising therefrom shall be excluded if defects and damages connected therewith cannot be proved to be due to defective goods or instructions on use. In particular, warranty and liability arising therefrom shall be excluded with respect to the consequences of incorrect use, excessive use or inappropriate storage conditions, for example the consequences of chemical, electromagnetic, mechanical or electrolytic influences that do not correspond to the envisaged, average standard influences. This shall not apply in the case of fraudulent or intentional conduct on part of the SELLER or injury to life, limb or health or liability according to the Produkthaftungsgesetz [German Product Liability Act].
6. Any technical or scientific support provided by the SELLER in whatever form is given to the best of his knowledge, but shall be considered non-binding information, also in reference to any and all proprietary rights of third parties, and shall not release the BUYER for checking the suitability of the goods delivered by the SELLER for the intended processes and purposes. Application, use and processing of the goods are not under the SELLER's control and are therefore the exclusive responsibility of the BUYER.
7. BUYER hereby represents that it is a professional specialised in the sale and distribution of the PRODUCTS, the processing of the PRODUCTS and further manufacturing of related products and that BUYER has the same knowledge and understanding of the PRODUCTS as does SELLER. BUYER hereby agrees that it shall in no event bring any action or claim against SELLER or seek any indemnification from SELLER with respect to any action or claim brought against BUYER by any consumer, purchaser or other third party in relation to the PRODUCTS, except to the extent that SELLER has breached a warranty obligation as specifically provided herein.

#### VIII. Limitation of liability

1. The SELLER shall not be liable, in particular not for claims by the BUYER for damages or reimbursement of expenses, for whatever legal reason, and/or in the case of breach of duty from the obligation and tort.
2. The above exclusion of liability shall not apply
  - (a) in the case of own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents of the SELLER;
  - (b) in the case of violation of material contractual obligations; material contractual obligations are obligations, the fulfilment of which defines the contract, and on which the BUYER may rely;
  - (c) in the event of injury to life, limb and health, also caused by legal representatives or vicarious agents;
  - (d) where the SELLER has assumed a guarantee for the quality of the goods or the existence of an outcome of performance or a procurement risk;
  - (e) in the case of liability under the German Produkthaftungsgesetz or other mandatory statutory liability.
3. If the SELLER or its vicarious agents are responsible only for slight negligence and none of the cases specified in paragraph VIII.2 (a), (c), (d) and (e) above exist, the liability of the SELLER shall be limited in amount, also in the case of violation of material contractual obligations, to the damages which were foreseeable and typical for the contract at the time the contract was concluded.
4. The SELLERs liability is limited in amount for each individual event of damage to a maximum liability coverage of EUR 3,000,000.00. This shall not apply if the SELLER is responsible for fraudulent intent, intent or gross negligence, for claims due to injury to life, limb or health and in the case of a claim based on a tortious act or an express, assumed guarantee or assumption of a procurement risk pursuant to Section 276 BGB or in cases of different higher liability coverage mandatory by law.
5. Any further liability shall be excluded.
6. Exclusion resp. limitation of liability according to VIII.1 to VIII.5 above and paragraph VIII.7 shall apply to the same extent for the benefit of executive and non-executive employees and other vicarious agents as well as sub-contractors of the SELLER.
7. If the BUYER is entitled to damage claims according to this paragraph VIII, these shall become statute-barred upon expiry of the period of limitation applicable to the warranty claims for defects pursuant to paragraph VII.4 of



these General T&Cs of Sale. Paragraph VIII.2 of these General T&Cs of Sale shall apply accordingly. The periods of limitation arising from Sections 438 (1) No 2, 445b (1) and 634a (1) No 2 BGB shall remain unaffected.

8. There foregoing provisions do not constitute a reversal of the burden of proof.

#### **IX. Third Party rights**

1. SELLER expressly disclaims any express or implied warranty against patent infringement. The sale of the PRODUCTS does not imply the absence of patents or constitute a license under any existing or pending patents. The BUYER shall assess the legal situation with regards to patents and other intellectual property rights in the country in which the PRODUCTS will be used. The SELLER shall – except for cases of fraud/intent of the SELLER - not be liable for any claims or damages arising from the infringement of a patent or another intellectual property right nor does such infringement constitute a reason to withdraw from the contract. Should a third party assert a claim against the SELLER as the indirect infringer of the patent or intellectual property right due to the illegal use of the PRODUCT by the BUYER, the BUYER shall hold harmless and release the SELLER from these claims. This does not include claims which arise due to intent or gross negligence of the SELLER or other claims arising from mandatory law.
2. BUYER shall give SELLER prompt notice of every third party complaint, claim or suit known to BUYER concerning the PRODUCTS, keep SELLER fully informed of the status of each and give SELLER reasonable access to its records pertaining to each such complaint, claim or suit. SELLER shall have the right to intervene in any litigation arising from such claims or suit. BUYER undertakes to let itself be summoned to the court or the arbitral tribunal on SELLER'S request, should any claim or suit be lodged against SELLER. It is understood and agreed that the foregoing obligations of BUYER confer no obligation on SELLER to defend BUYER, nor any right to BUYER to seek indemnification from SELLER with respect to any such complain, claim or suit.

#### **X. Product liability and product recall**

1. The BUYER shall inform the SELLER immediately of defects in the PRODUCTS, of which the BUYER becomes aware, complaints from customers, authorities or in general from the market as well as risks when using our PRODUCTS. In the event of a product recall becoming necessary or other market correction measures required as a result thereof, the BUYER must support the SELLER appropriately and follow the measures ordered by the SELLER as far as reasonable. The BUYER must in particular cease use and distribution of the PRODUCTS concerned as well as products and goods including the PRODUCTS or that were produced using the PRODUCTS, inform customers known to the BUYER as specified by the SELLER and return to all PRODUCTS of the recalled type which are located at the BUYER.
2. If any third-party claims asserted directly against the SELLER arising from product or producer's liability are causally attributable to the fact that the BUYER has altered the PRODUCTS supplied, especially their quality, has not properly stored or misused the PRODUCTS, processed them and/or removed or altered warning notices on them (hereinafter referred to collectively as "Product Changes"), or has damaged the PRODUCT itself or whilst in his possession, the BUYER shall indemnify the SELLER in full against such claims, including attorneys' fees and/or court fees necessarily incurred by the SELLER in the course thereof, unless the BUYER is not responsible for the Product Changes causing the claims. This shall apply accordingly if claims by authorities are asserted against the SELLER, for which the Product Changes are the cause. If indemnification is ruled out due to the nature of the claim, the BUYER must reimburse the SELLER for all costs, damages etc. incurred by the third-party claim or the official measure. In the event of Product Changes, the BUYER's claims against us under warranty for reimbursement of costs related to recall or product warning or other damages resulting from the Product Change shall be excluded, unless we have caused the corresponding damages intentionally or through gross negligence.
3. The BUYER shall have a claim for reimbursement of costs, damages etc., which are incurred by the BUYER in the course of market correction measures ordered by authorities, only in accordance with paragraph VII. and VIII. of these General T&Cs of Sale.

#### **XI. Confidentiality**

1. All documents, drawings, etc. handed over by the SELLER to the BUYER in connection with the delivery item, as well as special instructions by the SELLER remain the property of the SELLER; the BUYER is not permitted to use these materials for other purposes, or to duplicate them or make them available to third parties. The SELLER shall retain the intellectual property rights to all of the drawings and documents handed over to the BUYER.
2. The BUYER must treat as trade secrets the quotation and all kind of information whatsoever which has been disclosed to him by the SELLER or of which he has somehow obtained knowledge and handle these confidentially. The BUYER is not entitled to disclose the information to third parties (including subcontractors) without the prior written consent of the SELLER. The BUYER

shall be liable for all damage caused to the SELLER as the result of the breach of any of these obligations. The BUYER must submit to the SELLER all necessary drawings and documents required for technical agreements on the delivery item.

#### **XII. Compliance**

The SELLER has made compliance a core corporate value. The SELLER therefore expect the BUYER to observe the applicable national and international legal provisions in the course of its business activities for and with the SELLER. This applies in particular to legal requirements for labour and employee protection, compliance with human rights, the prohibition of child labour, the punishability of corruption and the granting of advantages of any kind as well as environmental protection, etc. In addition, the SELLERs code of conduct applies:

[https://eu.mitsuichemicals.com/content/dam/mitsuichemicals/sites/mce/documents/corporate/overview/pdf/mce\\_policy.pdf](https://eu.mitsuichemicals.com/content/dam/mitsuichemicals/sites/mce/documents/corporate/overview/pdf/mce_policy.pdf)

#### **XIII. Data Protection**

In respect of the BUYERs personal data, the SELLER shall observe the relevant statutory provisions, in particular the General Data Protection Regulation (GDPR). Personal data of the BUYER shall be collected, stored, processed and used by the SELLER if, insofar as and as long as this is necessary to establish, perform or terminate the contract with the BUYER. Further collection, storage, processing and use of the BUYERs personal data shall take place only if legislation requires or permits this or the BUYER has consented to this. The BUYER is aware that the collection, processing and use of the contact data of the BUYERs contact partners (name, e-mail addresses etc.) based on Art. 6 (1) b) GDPR is necessary to implement measures prior to entering into a contract and to fulfil the contract with the BUYER. The SELLER has the right in particular to transfer the data to third parties if and insofar as this is necessary to take measures prior to entering into a contract and to fulfil the contract (e.g. for delivery, invoicing or purchaser service) pursuant to Art. 6 (1) b) GDPR or to fulfil a legal obligation within the meaning of Art. 6 (1) c) GDPR. Furthermore, the SELLER shall forward such data to third parties (e.g. debt collection agencies) as appropriate also for the purpose of enforcing claims in accordance with Art. 6 (1) b) and/or f) GDPR.

In addition, the SELLERs privacy policy applies which is available at <https://eu.mitsuichemicals.com/en/siteinfo/privacy/index.htm>.

#### **XIV. Miscellaneous**

1. This agreement is subject to German law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. The exclusive place of jurisdiction for all disputes between the SELLER and the BUYER arising from and in connection with this General T&Cs of Sale is, at the SELLERs choice, either the ordinary court (local or regional court) with jurisdiction for Düsseldorf/Federal Republic of Germany or an arbitration court in accordance with the following provisions. In the event of a passive lawsuit, i.e. an assertion of claims by the BUYER against the SELLER, the SELLER is obliged to inform the BUYER of the choice of the competent court (ordinary jurisdiction or arbitration court) in writing at first request at any time, but in any case, before the BUYER takes legal action. In the event of the choice of arbitration, disputes shall be finally settled in accordance with the Rules of Arbitration of the German Arbitration Institute (Deutsche Institution für Schiedsgerichtsbarkeit (DIS)). The arbitral tribunal shall consist of three arbitrators, one arbitrator being nominated by each party and the two arbitrators nominated by the parties then jointly appointing an arbitrator as the third arbitrator. An award rendered may, at the request of either party, be declared enforceable by the competent state court. There shall be no right of appeal against the award of the arbitral tribunal. The award shall also contain a decision on the costs of the proceedings including the remuneration of the arbitrators. The place and venue of arbitration shall be Düsseldorf, Federal Republic of Germany. The arbitration proceedings shall be conducted in the German language.
3. All agreements, collateral agreements, assurances and contract amendments shall only be valid when given in writing. This shall also apply to waiver of the written form requirement. If these General T&Cs of Sale require the written form, this shall also be maintained by transmissions using telefax or email, digital/electronic signatures and signatures (e.g. DocuSign). The precedence of an individual agreement (Section 305b BGB) shall remain unaffected.
4. SELLER's waiver of any term or condition set forth herein shall not preclude SELLER from seeking to enforce that term or condition on any other occasion and shall not constitute a waiver by SELLER of any other term or condition herein.
5. No person employed by or affiliated with SELLER is authorised to assume any liability on behalf of SELLER other than the liabilities expressly provided for herein.

Status: April 2025.