

TERMS AND CONDITIONS OF SALE
Sumika Polymer Compounds (Poland) sp. z o.o.

These terms and conditions (the “**Conditions**”) are the terms under which Sumika Polymer Compounds (Poland) sp. z o.o. (“**SPCPL**”) sells Goods, and they supersede all other terms and conditions relating to the subject matter of these Conditions. In these Conditions (i) “**Buyer**”, means the natural person or legal entity to whom the Goods are sold by SPCPL; (ii) “**Goods**” refer to the goods sold by SPCPL to the Buyer; and (iii) a “**party**” is either SPCPL or the Buyer (as the case may be), and the “**parties**” are SPCPL and the Buyer.

These Conditions shall be incorporated in any agreement from time to time entered into between SPCPL and the Buyer for the sale of any Goods by SPCPL to the Buyer. The conditions shall apply in place of, and prevail over, any terms or conditions contained or referred to in the Buyer’s order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing unless specifically agreed to in writing by SPCPL and any purported provisions to the contrary are automatically excluded or extinguished.

1. PRICE AND PAYMENT

- a. The price of the Goods (the “**Price**”) shall be exclusive of VAT (and any analogous sales tax), carriage, freight, postage or insurance costs (each, if applicable). The Price of the Goods shall be the price as stated on the list maintained by SPCPL detailing prices of the Goods, as amended by SPCPL from time to time, or such other price as the parties may agree in writing.
- b. Any reference to trade terms in this Conditions or any invoice shall be construed as referring to Incoterms® 2020.
- c. Payment of the Price shall be made by the Buyer to SPCPL in cash or otherwise cleared funds before delivery unless SPCPL agrees in writing that Buyer shall have an approved credit account.
- d. If SPCPL has agreed in writing that Buyer shall have an approved credit account, payment of the Price shall be made within **30 days** of the end of the month of the date of invoice or as otherwise agreed in writing by both parties.
- e. All payments shall be made without any deduction, netting, setting off or deferment in respect of any disputes or claims whatsoever or in respect of any taxes imposed by or under the authority of any government or public authority.
- f. Payment shall be made in the currency stated on the relevant invoice.
- g. If the Buyer fails to pay SPCPL in full on the due date SPCPL may suspend or cancel future deliveries or cancel any discount offered to the Buyer or any of the foregoing.
- h. Regardless of whether SPCPL exercise its rights in the preceding **clause 1g**, the Buyer shall pay SPCPL interest at the rate set under Art. 7 of the Act on Counteracting Excessive Delays in Commercial Transactions dated 8 March 2013 calculated (on a daily basis) from the date of SPCPL’s invoice until payment, compounded on the first day of each month, and before and after any judgment (unless a court orders otherwise). SPCPL may also claim fixed sum compensation from the Buyer to cover SPCPL’s credit control overhead costs, and it may also recover the cost of taking legal action connected to or arising from said payment.
- i. If the Buyer has an approved credit account, SPCPL may withdraw it or reduce the credit limit or bring forward the due date for payment at any time and without notice, however, only in respect of contracts entered into, pursuant to clause 3.c, after the date of such change.
- j. For as long as the Buyer owes money to SPCPL, SPCPL has a lien on any of its property in the Buyer’s possession.
- k. The Buyer shall pay to the SPCPL, upon its first demand, on basis of a guarantee liability (*na zasadach odpowiedzialności gwarancyjnej*), the amount equal to any and all damage (including lost profits), expenses and liabilities SPCPL may incur (including financing costs and including legal costs on a full indemnity basis) following any breach by the Buyer of any of its obligations under these Conditions.
- l. Any quotation by SPCPL lapses after 30 days unless otherwise stated. Any price quoted excludes delivery, unless otherwise stated.
- m. Rates of tax and duties on the Goods are those applying at the time of delivery.
- n. At any time before delivery SPCPL may adjust the Price to reflect any increase in SPCPL’s costs of supplying the Goods.

2. GOODS

- a. All Goods shall conform to the sales specification as provided by SPCPL to the Buyer upon request.
- b. Any order for Goods sent by the Buyer in its purchase order form (“**Purchase Order**”) to SPCPL shall be deemed to be accepted once confirmed in writing by SPCPL and is subject to the Conditions contained herein.
- c. Each order for Goods accepted by SPCPL shall be deemed to be an individual, independent, legally binding contract between the parties.
- d. It is the Buyer’s sole responsibility to ascertain whether the Goods require any special permission or authorisation to be purchased, manufactured, processed, reprocessed, marketed, advertised, stored, transported, disposed or sold (each, an “**Action**”) in the relevant territory where the Buyer performs or requests SPCPL or a third party to perform any Action in relation to the Goods on its behalf, and where permission or authorisation is so required, to obtain it.

3. DELIVERY

- a. SPCPL shall deliver the Goods to the Buyer at the address specified by the Buyer in the Purchase Order.
- b. All delivery times quoted are estimates only.

- c. If SPCPL fails to deliver the Goods within a reasonable time, the Buyer may (by informing SPCPL in writing) cancel the order (rescind the contract); however, the Buyer may not cancel (rescind) if SPCPL receives the Buyer's notice after the Goods have been dispatched. If the Buyer cancels the order (rescind the contract), the Buyer shall not have any further claim against SPCPL under any contract, statute, or tort on any grounds, including (but not limited to) any claim for damages, or increase in the price of the Goods.
- d. Where the Buyer accepts delivery of the Goods after the estimated delivery time, the Buyer shall have no claim against SPCPL for delay (including any claim for damages, or increase in the price of the Goods).
- e. The Buyer shall be deemed to have accepted the Goods upon their delivery.
- f. The Goods are at the Buyer's risk from the time of delivery.
- g. All risk in the Goods shall pass to the Buyer upon delivery.
- h. SPCPL (or SPCPL's agents) may decline to deliver the Goods if (i) it believes that it would be unsafe, unlawful or unreasonably difficult to do so; (ii) the premises (or the access to them) are unsuitable for the contracted vehicle; or (iii) SPCPL has reasonable grounds to believe that the Buyer has already breached or is likely to breach these Conditions.
- i. SPCPL shall have no liability in respect of any failure or delay in fulfilling any of SPCPL's obligations to the extent that fulfilment is prevented, frustrated, impeded and/or delayed or rendered uneconomic as a consequence of any cyberattack, power failure, pandemic, epidemic, fire, flood, earthquake, or other natural disaster, strike, blockade, sabotage, civil unrest, civil war, national or international sanctions, war, act of god, industrial dispute or other circumstances or event beyond SPCPL's sole reasonable control, or any event that could otherwise be reasonably classed as force majeure.
- j. If SPCPL is unable to deliver the Goods for reasons outside of its control, SPCPL shall be entitled, at the Buyer's expense, to place the Goods in storage until such time as the Goods may be delivered.

4. DAMAGED GOODS

- a. The Buyer shall inspect all Goods on delivery.
- b. If any Goods are damaged (or not delivered), the Buyer must inform SPCPL, in writing, within 72 hours of delivery.
- c. The Buyer shall grant access to the Goods and assist SPCPL (and any carrier) to inspect the purportedly damaged Goods.
- d. Where the Buyer and SPCPL agree that the Goods were damaged for reasons other than the action or omission of the Buyer, the Buyer shall be entitled to replacement Goods, free of charge, upon the following conditions:
 - i. the Buyer complied with the notification requirement in **clause 4b**;
 - ii. the notice requesting the replacement being received by SPCPL within 60 days of delivery;
 - iii. the defect not having arisen from the Buyer's failure to comply with SPCPL's instructions (written or otherwise) relating to the Goods; and
 - iv. the Buyer at all times, handled and stored the Goods according to reasonable and widely accepted industry practices.

5. RETENTION OF TITLE

- a. Notwithstanding delivery, title in the Goods shall not pass to the Buyer until SPCPL has been paid in full for the Goods. Nothing in these Conditions shall prevent SPCPL from raising an action against the Buyer for payment of the Goods.
- b. Without prejudice to any other rights, SPCPL may recover and resell any or all of the Goods supplied to the Buyer upon demand at any time before title has passed to the Buyer. The Buyer undertakes to give access to its premises and the Goods to enable SPCPL to retake possession of the Goods.
- c. If the Buyer resells any Goods in its possession whilst title in the Goods has not passed to it, the proceeds of such resale (the "**Resale Proceeds**") shall belong to SPCPL until the Buyer has made full payment for all the Goods and until such time the Resale Proceeds shall be held by the Buyer as a fiduciary to the exclusive benefit of SPCPL and shall be kept in a separate account without prejudice to SPCPL's rights to trace the same if the Buyer fails to keep such proceeds separate.
- d. Until the Buyer has paid for the Goods in full and title has been passed to the Buyer, the Buyer shall maintain the Goods separated from all other goods the Buyer may store, fully insured to the benefit of SPCPL, and clearly labelled as belonging to SPCPL.
- e. Should the Buyer mix the Goods with other products in such a way that the Goods are not a readily identifiable and removable part of the resultant new products (the "**New Products**"), the ownership of the New Products (in their entirety) shall automatically vest in SPCPL and the provisions of this clause 5 shall also apply to the New Products as though the word "*Goods*" were replaced by the words "*New Products*" in this clause 5.
- f. If payments received from the Buyer are not stated to relate to a particular invoice, SPCPL may allocate such payments to any outstanding invoice notwithstanding any purported allocation by the Buyer to the contrary.
- g. If the Buyer's right to use and sell the Goods ends the Buyer must allow SPCPL or its agents to remove the Goods from the Buyer's premises or where they have been stored.
- h. Despite SPCPL's retention of title to the Goods, SPCPL retains the right to take legal proceedings to recover the price of Goods supplied should the Buyer not pay SPCPL by the due date.

6. INSOLVENCY

- a. The Buyer must inform SPCPL, in writing, immediately, if it or any of its holding companies or subsidiaries (each, a “**Relevant Entity**”) becomes insolvent, if insolvency proceedings are initiated against any Relevant Entity (including, but not limited to bankruptcy, restructuring, sanation, receivership, and liquidation proceedings), or any Relevant Entity enters into or takes preparatory steps to enter into any voluntary arrangement with its creditors (including, but not limited to, moratorium) or bankruptcy (each, a “**Relevant Insolvency Action**”) or makes an application or proposal for any Relevant Insolvency Action.
- b. Where a Relevant Insolvency Action takes place (except bankruptcy), is applied for or proposed, or is reasonably suspected by SPCPL to be about to take place, then, without prejudice to any other right or remedy available to SPCPL, SPCPL shall be entitled to cancel any agreement with the Buyer and/or suspend any further deliveries without any liability to SPCPL, and if the Goods have not been paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. The Buyer shall cease to have any right to use, resell or otherwise dispose of the Goods.
- c. SPCPL may, at its sole discretion, treat the Buyer as insolvent if it is unable to pay its debts as they fall due; or takes any of the actions in clause 6a.
- d. Any application, procedure or proposal overseas with similar effect or purpose as those in clause 6a shall automatically be deemed a Relevant Insolvency Action.

7. WARRANTY AND LIMITATION OF LIABILITY

- a. SPCPL warrants that the Goods comply with their description as informed by SPCPL in the relevant certificate of analysis and are free from material defect at the time of delivery.
- b. SPCPL gives no other warranty (and excludes any warranty, term or condition that would otherwise be implied) as to the quality of the Goods or their fitness for any purpose in particular the statutory guarantee (*rekojmia*) as provided for by the Polish Civil Code dated 23 April 1964.
- c. SPCPL is not liable for any loss or damage (including lost profits) arising from the contract or the supply of Goods or their use, save for wilful misconduct or gross negligence.
- d. SPCPL’s total liability to the Buyer for damage to property directly caused by SPCPL’s gross negligence is limited to £1,000,000 per occurrence up to an aggregate of £10,000,000 in any 12 month period. For all other liabilities not referred to elsewhere in these Conditions, SPCPL’s liability is limited in damages to the Price of the Goods.
- e. All marketing and other promotional materials of SPCPL are to be treated as illustrative only. Their contents form no part of any contract between the parties and the Buyer shall not rely on them in entering prior to or after placing a Purchase Order.
- f. The Buyer shall not be entitled to rely or seek to rely on any representation, statement or warranty concerning the Goods and in particular, but without limitation, on any representation, statement or warranty concerning the performance or fitness for purpose of the Goods as are made by an employee of SPCPL prior to or after the placing of a Purchase Order, nor shall SPCPL be liable to the Buyer for any loss or damage incurred or suffered by such reliance unless such representation, statement or warranty is specifically made a term on the contract in writing by a person duly authorised by SPCPL.
- g. The Buyer acknowledges that certain materials and chemicals sold by SPCPL may be hazardous, in particular (but not solely) in certain conditions or if handled without due care. The Buyer undertakes that only qualified and trained persons shall handle any of the Goods. The Buyer undertakes that the Buyer and the Buyer’s employees or agents shall comply with all such warnings and instructions as may be issued by SPCPL in relation to the Goods. The Buyer warrants that it and its employees and agents who will manage, manipulate, transport, store, inspect, manufacture or otherwise be in direct or indirect contact with the Goods are suitably qualified to do so and properly informed of the hazards posed by the Goods.
- h. To the maximum extent applicable and permitted by law, SPCPL shall not be liable for death or personal injury arising from the use of the Goods delivered in the territory of another State.

8. NATURE OF THE RELATIONSHIP AND RIGHT OF THIRD PARTIES

- a. The nature of the relationship between SPCPL and the Buyer is that of a product supplier. The Buyer is not SPCPL’s agent. The Buyer has no authority to represent SPCPL (nor any affiliate of SPCPL) or make any contract on SPCPL’s behalf or in its name.
- b. No contract will create any right enforceable by any person not identified as the buyer or seller under these Conditions.

9. DATA PROTECTION

- a. Each party shall comply with all applicable laws and regulations from time to time relating to privacy or the use or processing of personal data including, but not limited to, the GDPR (and any legislation transposing the provision of the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) or broadly similar provisions into Polish law), the Polish Act on the protection of personal data dated 10 May 2018, the UK Data Protection Act 2018, Telecommunications Law dated 16 July 2004, Act on provision of services by electronic means dated 18 July 2002 and any guidance or codes of practice issued by the President of the Personal Data Protection Office from time to time (all as amended, extended, re-enacted or replaced from time to time) (“**DP Legislation**”).

- b. Each party shall, in particular:
- i) process any personal data (as defined in the DP Legislation) received from each other only to the extent, and in such manner, as is necessary for the purposes of complying with the data recipient's obligations under these Conditions and in accordance with the data owner's instructions;
 - ii) take appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by such processing, in particular from unlawful or unauthorised processing, accidental loss, destruction, damage, alteration, disclosure of or access to such personal data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the data subjects;
 - iii) ensure that any employees or other persons the data recipient authorise to process the personal data on its behalf are subject to appropriate obligations of confidentiality and process the personal data in accordance with the data controller's instructions;
 - iv) treat such personal data as confidential information;
 - v) not process or transfer such personal data outside the EEA without the data controller's prior written consent;
 - vi) not engage any third party to carry out processing obligations under these Conditions without obtaining the data controller's prior written consent and, where such consent is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data processing obligations equivalent to those set out in this clause;
 - vii) notify the data controller, as soon as reasonably practicable, about any request or complaint received from data subjects without responding to that request (unless authorised to do so by the data controller) and assist the data controller by technical and organisational measures, insofar as possible, for the fulfilment of the data controller's obligations in respect of such requests and complaints;
 - viii) on the data controller's request and taking into account the nature of the processing and the information available to the data recipient, assist the data controller in ensuring compliance with its obligations under arts. 32 to 36 of the GDPR (where applicable);
 - ix) on request by the data controller, make available all reasonable information necessary to demonstrate its compliance with these obligations and otherwise permit, and contribute to, audits carried out by the data controller; and promptly delete or destroy all personal data and delete all existing copies of such personal data (in each case unless otherwise agreed in writing by the data controller), as soon as reasonably possible.

10. IMPORT AND EXPORT CONTROLS

- a. The Buyer shall comply with all laws and regulations concerning the import, export, reimport or re-export of goods, software or technology (or their direct product) ("**Export Regulations**") and economic sanctions programmes.
- b. The Buyer is responsible for obtaining, at its own cost, such import and/or export licences and other consents in relation to the provision of the Goods as are required from time to time and shall make the same available to SPCPL immediately on request.
- c. The Buyer shall pay to the SPCPL, upon its first demand, on basis of a guarantee liability (*na zasadach odpowiedzialności gwarancyjnej*), the amount equal to any and all damage (including lost profits), indemnify SPCPL and keep SPCPL fully and effectively indemnified against any liability, loss, claims, costs or expense of any kind suffered or incurred by SPCPL as a result of, or in connection with, any failure by the Buyer, its employees, agents or subcontractors to comply with any applicable Export Regulations and economic sanctions programmes or any part of this **clause 10**.

11. CONFIDENTIALITY

- a. Each party shall keep confidential all information of a secret or confidential nature (including technical or commercial know-how, specifications, inventions or processes or information concerning SPCPL's business, products or services) disclosed to it by the other party or its representatives, or of which the receiving party becomes aware, and the receiving party shall restrict disclosure of such confidential information to those of its group affiliates officers or employees who need to know it for the purpose of this commercial transaction or monitoring, and shall ensure that each such affiliate, officer or employee is bound by obligations of confidentiality at least as onerous as those in this **clause 11**.
- b. If the Buyer and SPCPL enter into a separate confidentiality agreement, the provisions of that agreement shall also apply to protect the parties' confidential information and shall supersede the conditions in these Conditions in the case of any conflict.
- c. Each party may disclose such of the other party's confidential information as is strictly required to be disclosed by law, any relevant governmental or regulatory authority or by a court of competent jurisdiction and that party may, where strictly necessary, disclose the other party's confidential information to any of its representatives at any time provided that they are bound by confidentiality obligations not less stringent than those imposed in this **clause 11**. This clause shall survive the expiry or termination of any commercial relationship between the parties for a period of 5 years.

12. ETHICAL STANDARDS

- a. Each party shall hold itself and its affiliates to the highest performance, ethical and compliance standards, including (i) basic human rights, (ii) not engaging in any activity, practice or conduct which would constitute an offence under anti-slavery legislation in the United Kingdom (in particular the UK Modern Slavery Act 2015) or the U.S. (in particular the California Transparency in Supply Chains Act of 2010), (iii) encouraging fair and equal treatment for all persons, including paying fair wages, (iv) the provision of safe and healthy working conditions, (v) respect for the environment, (vi) the adoption of appropriate management systems and (vii) the conduct of business in an ethical manner.
- b. Each party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption. Each party shall not offer, pay, promise to pay, or authorise the giving of any financial or other benefit to any person for the purpose of obtaining an improper advantage, or otherwise conduct itself in a manner contrary to the UK Bribery Act 2010, the Polish Criminal Code dated 6 June 1997 or any other applicable anti-bribery law. Each party shall promptly report to the other party any request or demand for any undue or suspicious financial or other advantage of any kind received by it in connection with the sales contemplated under these Conditions.
- c. Each party warrants that it has and will continue to have monitoring, financial recordkeeping and reporting systems in compliance with, and each party shall strictly observe the requirements of, the UK Proceeds of Crime Act 2002, the UK Terrorism Act 2000, the UK Fraud Act 2006, the US Patriot Act, and that it complies with the laws, regulations and lists administered by HM Office of Financial Sanctions Implementation (“**OFSI**”) in the UK or the US Department of Treasury’s Office of Foreign Assets Control (“**OFAC**”), the Polish Criminal Code dated 6 June 1997, the Polish Fiscal Penal Code dated 10 September 1999 and the applicable anti-money laundering statutes of jurisdictions where it (and its affiliates) conduct business, and that it strictly observes the rules and regulations (and any related or similar rules, regulations or guidelines), issued, administered or enforced by any governmental agency thereunder (together, the “**AML Legislation**”), and that no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving that party (or any of its affiliates) with respect to the AML Legislation is pending or, to the best knowledge of the party, threatened.

13. WAIVERS AND VARIATIONS

- a. Any waiver or variation of these terms is binding in honour only unless if (i) made (or recorded) in writing, (ii) signed by duly authorized representatives on behalf of each party, and (iii) expressly stating an intention to vary these terms.
- b. All orders placed by the Buyer with SPCPL shall be pursuant to these Conditions (or any that SPCPL may issue to replace them). By placing an order with SPCPL, the Buyer expressly waives any printed terms the Buyer may have to the extent that they are inconsistent with SPCPL’s terms, even where the Buyer’s terms are sent to SPCPL after receiving these Conditions, including (but not limited to) where they are printed in the Buyer’s Purchase Order.

14. GOVERNING LAW AND JURISDICTION

Each party irrevocably accepts that these Conditions are governed exclusively by and construed in accordance with, Polish law with exclusion of the provisions of the United Nations Convention on Contract for the International Sale of Goods (CISG). Each party irrevocably accepts the exclusive jurisdiction of the courts of Poland with venue jurisdiction for SPCPL to resolve any dispute arising from or connected to these Conditions or the commercial transaction contemplated by it (including non-contractual disputes or claims). Notwithstanding the above, the Buyer recognizes that financial damages might not be sufficient to cover SPCPL’s rights and accepts that SPCPL may seek court injunction or any other equivalent order in any relevant jurisdiction.