



Disclaimers

This Invoice incorporates the terms and conditions attached hereto, which terms and conditions apply to the sale of product described by this Invoice, except to the extent superseded by written agreement executed by Seller and Customer. Any terms and conditions stated by Customer in any Purchase Order or other document related to the product listed on this Invoice that are in conflict with, different from, or in addition to the terms and conditions herein shall not be binding unless separately and expressly accepted in writing by Seller.

Terms and Conditions

1. WARRANTIES. Seller warrants that (a) the product when shipped will meet Seller's then current product sales specifications ("Specifications"), and (b) the title conveyed is good and the product is free from any lawful security interest, lien or encumbrance. SELLER MAKES NO FURTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PRODUCT QUALITY AND PERFORMANCE OR OTHERWISE. Customer assumes all risk of patent infringement by reason of any use Customer makes of the product in combination with other material or in the operation of any process.

2. QUANTITY. Customer shall give Seller reasonable notice of requested quantities to be shipped each month and take deliveries in approximately equal monthly installments. The quantity shipped in any month may be limited by Seller to either (a) the monthly quantity herein specified or, if no monthly quantity is specified, the pro-rata portion of the maximum quantity herein specified, or (b) the average of the monthly quantities purchased by Customer for the preceding two months.

3. TAXES. Customer will pay all taxes and duties, except income taxes, that are levied, now or in the future, in connection with the manufacture, sale, transportation, use or disposal of the product.

4. CREDIT. Customer will pay for the product on the terms described on the front of this order acknowledgement upon receipt of Seller's invoice. If (i) Customer does not pay on time or (ii) Customer's financial responsibility becomes unsatisfactory and Seller deems itself insecure, then Seller may defer shipments, accelerate the due date on all amounts owed Seller, and/or require cash payments or other security. Customer agrees to pay all of Seller's collection costs including reasonable legal fees and costs. Seller may charge Customer the maximum interest allowed by law on all overdue amounts.

5. RESPONSIBLE PRACTICES. Customer will (i) be solely responsible for determining the suitability of product in Customer's formulations and applications prior to use; (ii) familiarize itself with any product literature or information Seller provides under Seller's product stewardship program, including any safety data sheets received by Customer; (iii) adopt and follow safe and appropriate handling, storage, transportation, use, treatment and disposal practices with respect to the product, and the containers thereof, including such special care and practices as Customer's use of the product requires including, without limitation, all such practices required by federal, state, provincial and local government statutes, rules, regulations or ordinances; (iv) provide appropriate warnings to, and instruct, its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, treatment, transportation and disposal of the product, and the containers thereof; and (v) comply with applicable health, safety, security and environmental laws and take action necessary to avoid spills or other dangers to persons, property or the environment. Seller may immediately suspend product shipments if Customer fails to comply with any of its commitments under this subsection. Customer will indemnify and hold Seller harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Customer's noncompliance with any of its commitments under this Section 5 and Section 6 below.

6. INSPECTION. Customer shall promptly, and in any event prior to use and/or commingling, inspect product shipments for any damage to packaging, shortage or non-conformance to the Specifications. All claims for damage to packaging, shortage or non-conformance which could reasonably be discoverable in the course of such investigation shall be waived unless Customer notifies Seller in accordance with Section 11.

7. TITLE AND RISK OF LOSS. Title to and risk of loss of all product sold shall pass to Customer at Seller's point of shipment whether or not Seller pays all or any part of the freight, and notwithstanding any shipping designation elsewhere in any purchase order or other document provided by Customer (such as FOB, INCOTERMS, etc.). With title, Customer shall be solely responsible for any environmental impact or damage due to its use, handling, storage or transportation of any products hereunder in terms of applicable Mexican law.

8. TRANSPORTATION. If Seller provides the transportation equipment or pays any of the freight charges, Seller will have the right to designate carriers and routings. When Customer is required to pay any of the freight charges, the charges will be those legally due and payable for the shipment. Any delivery charge may be imposed or revised by Seller as rate changes and surcharges are imposed by carriers, and as railcar rental, maintenance, inspection, and repair costs, insurance premium changes and other factors dictate. Railcar mileage earnings on equipment owned or leased by Seller shall be for the sole account of Seller. Customer shall return to Seller, at Customer's expense, in an empty condition all transportation equipment and non-disposable containers provided or arranged by Seller. Customer shall use commercially reasonable efforts to unload and return Seller's transportation equipment to the carrier within the time period specified in the applicable tariff or contract free of demurrage/detention. Customer shall promptly pay any demurrage/detention charges that result from Customer's failure to so unload and return such transportation equipment unless and to the extent that Customer's delay is due to Seller's fault. Railcars of chlorine are to be unloaded at Customer's facility only. Customer shall protect and be responsible for the prompt and safe return of all of Seller's equipment in Customer's possession, and Customer will be liable to Seller for any damage or destruction thereto. If any transportation equipment provided by Seller arrives at destination in damaged condition, Customer shall promptly notify (orally and in writing) the carrier and Seller about that condition. Seller shall not have to load or handle any container or equipment provided or arranged by Customer if such container or equipment does not meet Seller's reasonable standards. Customer will tender Seller's railroad cars to the railroad in accordance with any routing instructions provided by Seller. When product is to be shipped by barges or vessels, additional terms and conditions may apply that are available upon request. Seller may collect its standard detention charge for its equipment if held beyond Seller's allowable time. Carrier or Seller may collect carrier's standard detention charge from Customer for carrier equipment if held beyond carrier's allowable time.

9. FORCE MAJEURE / EXCUSED PERFORMANCE. Neither party shall be liable for its failure to perform if due to any contingency beyond the reasonable control of the party affected, including but not limited to acts of God, war, fire, bad weather, flood, accident, labor trouble or shortage, civil disturbance, plant shut down, equipment failure, or voluntary or involuntary compliance with any applicable governmental regulation or order. Seller shall not be liable for its failure to perform hereunder if due to (i) any shortage or inability to obtain (on terms deemed economically and commercially practicable by Seller) any raw material (including power and energy), equipment or transportation, or (ii) any third party supplier or contractor failing to supply materials or provide services to Seller on terms Seller deems economically and commercially practicable. Any quantities not delivered or accepted because of any such contingency shall be eliminated from this order acknowledgement or invoice, as applicable. Seller shall not be obligated to deliver the product from other than the designated production or shipping points and there shall be no obligation to rebuild or repair any damage or destruction to such production or shipping points in order to fulfill Customer's order. During any period when Seller is unable to supply the ordered quantity of product, whether caused by the circumstances above or otherwise, Seller may allocate any available product among its customers, including its own subsidiaries, divisions and departments, on such basis as Seller deems fair and reasonable. Seller will not be obligated to obtain raw materials, intermediates or product from other sources or to allocate raw materials, intermediates or product from Seller's internal use. The foregoing provision shall in no event relieve Customer of its obligation to timely pay in-full a product invoice.

10. LIMITATION OF LIABILITIES. Customer's exclusive remedy, and Seller's total liability, for all claims arising out of this order acknowledgement or invoice, as applicable, including without limitation breach of warranty, negligence, strict liability and tort, are limited to customer having the option of replacement or repayment of the purchase price paid for the product which is the subject of the

claim(s). In no event shall Seller be liable to Customer for any incidental, consequential, punitive or special damages arising in connection with this transaction or the product sold hereunder. Customer assumes all risks and liability, and Seller assumes no liability, with respect to unloading and discharge of the product (including failure of discharge or unloading implements or materials used by Customer, whether or not supplied by Seller), storage, handling, sale and use of the product (including its use alone or in combination with other substances or in the operation of any process), and the compliance or non-compliance with all federal, state, provincial and local laws and regulations applicable to the product.

11. CLAIMS. The weights, tares and tests fixed by Seller's processes, equipment and documentation shall govern unless proven to be incorrect. Claims relating to quantity, quality, weight, condition and loss of or damage to any of the product sold hereunder shall be waived by Customer unless made in writing to Seller within 5 (five) days after receipt of product by Customer. All other claims shall be waived by Customer unless made in writing to Seller within 30 (thirty) days after Customer learns, or should reasonably have learned, of such claim.

12. ASSIGNMENT. This order acknowledgement or invoice, as applicable, is not transferable or assignable by Customer without prior written consent of Seller. Customer hereby consents, without further notice from Seller, to Seller's potential future assignment or delegation of some or all of Seller's obligations hereunder to any Affiliate, in which case the Affiliate may effect delivery of product and invoice Customer directly. In the case of such assignment, all terms and conditions of this order acknowledgement or invoice, as applicable, shall remain in full force and effect. "Affiliate" means with respect to any entity, any other entity directly or indirectly owning, owned by, or under common ownership with, such entity; for purposes of this definition, "owning", "owned" and "ownership" shall mean the possession, directly or indirectly, of an ownership interest, directly or indirectly through one or more intermediaries, of at least fifty percent as a result of ownership of stock or other voting securities, contractual relationship or otherwise.

13. CHOICE OF LAW. Seller and Customer do hereby agree and acknowledge that this transaction is made and entered into in Mexico City, Mexico and the parties hereto do hereby consent to the jurisdiction of the state or federal courts of Mexico City, . Additionally, this transaction shall be governed by and construed in accordance with the commercial laws of Mexico without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

14. EXPORT. Customer agrees to comply with all export laws of Mexico, the United States and of any country having jurisdiction over Customer or the transactions contemplated by this order acknowledgement or invoice, as applicable.

15. ANTI-BRIBERY / ANTI-CORRUPTION. Each party represents and warrants that it understands and shall comply with the requirements of the U.S. Foreign Corrupt Practices Act, the Mexican Criminal Code, the Mexican *Ley General de Responsabilidades Administrativas*, and other part of Mexico's Anticorruption System and all other applicable anti-bribery and anti-corruption laws of the jurisdictions under which each party is or may be acting hereunder.

16. SEVERABILITY/ NON-WAIVER. If any provision of this order acknowledgement or invoice, as applicable, is declared invalid by any court or government agency, all other provisions shall remain in full force and effect. Seller's or Customer's waiver of any breach or failure to enforce any of these terms or conditions at any time shall not in any way affect, limit or waive such party's right thereafter to enforce strict compliance with every term and condition hereof.

17. PRIVACY AND DATA PROTECTION. The Parties represent and warrant that there will be no sharing of personal sensitive information under this Agreement in terms of the Mexican Privacy Law or *Ley Federal de Protección de Datos Personales en Posesión de los Particulares* ("LFPDPPP") and its regulations. The parties, nonetheless, agree to fully comply with this legislation on the protection of sensitive personal data, should it be shared under this Agreement.

18. ENTIRE AGREEMENT; TERMS AND CONDITIONS. This document constitutes the complete and final agreement between Seller and Customer concerning the sale of the products referenced in this order acknowledgement or invoice, as applicable, unless the parties have executed an applicable written contract. Any additional or different terms stated by Customer in a purchase order or other document related to this transaction are objected to and will not be binding unless expressly agreed to by Seller in writing. As an offer, Seller's order acknowledgement expressly limits acceptance to these terms and conditions. As an acceptance of the Customer's offer, this acceptance is expressly conditioned on the Customer's assent to any additional or different terms contained herein. Such assent shall be deemed given unless Customer notifies Seller in writing of Customer's objection to specific terms within three (3) days after Seller's

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issuance of an order acknowledgment. Issuance of a purchase order or other document by Customer with additional or different terms is not an objection to specific terms of the order acknowledgment or invoice. Seller's performance under an order acknowledgment does not constitute an acceptance of provisions of any purchase order or other document provided by Customer that are different from or in addition to the terms of the order acknowledgment, and such different or additional provisions are expressly rejected.

19. [INTENTIONALLY LEFT BLANK]

The following Sections 20, 21 and 22 are applicable only to sales by Seller's Epoxy division:

20. SDS. Seller will supply Customer with current safety data sheets (SDS) in connection with any sales of products.

21. SPECIAL CONDITIONS FOR CROSS BORDER SALES. The following special conditions will apply for cross-border sales: (a) In case of breakage or loss in transit have notation of same made on expense bill before paying freight. All claims must be made within 5 days after receipt of products at port of entry. (b) Each container for which a deposit is charged remains the property of Seller and must not be used for the shipment or storage of any other material. All such containers must be emptied and returned within 120 days from the date of invoice, transportation charges prepaid to the United States of America port of entry (or to such other destination in Mexico as directed by Seller in writing). If so returned in good condition the deposit charge will be refunded.

22. NOTICE REGARDING MEDICAL APPLICATION RESTRICTIONS. Seller will not knowingly sell or sample any of Seller's products or services into any commercial or developmental application that is intended for (a) long-term or permanent contact with internal bodily fluids or tissues. "Long-term" is contact which exceeds 72 continuous hours, (b) use in cardiac prosthetic devices regardless of the length of time involved ("cardiac prosthetic devices" include, but are not limited to, pacemaker leads and devices, artificial hearts, heart valves, intra-aortic balloons and control systems, and ventricular bypass-assisted devices), (c) use as a critical component in medical devices that support or sustain human life; or (d) use specifically by pregnant women or in applications designed specifically to promote or interfere with human reproduction. Seller requests that customers considering use of Seller's products in medical applications notify Seller so that appropriate assessments may be conducted. Seller does not endorse or claim suitability of its products for specific medical applications. It is the responsibility of the Customer to determine that the Seller's products are safe, lawful, and technically suitable for their intended use. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SUITABILITY OF ANY OF SELLER'S PRODUCT FOR USE IN MEDICAL APPLICATIONS.

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