



TERMS AND CONDITIONS OF SALE

The conditions set forth herein will apply to the sale of the material described herein notwithstanding any other conditions contained in Buyer's purchase order ("Conditions of Sale"). If these Conditions of Sale are attached to any proposal, bid, or quotation provided by Solstice that identifies a product, price, delivery time and location, and quantity, then Buyer acknowledges that these Conditions of Sale, when combined with the proposal, bid, or quotation to which they are attached, constitutes an offer and that Buyer's assent to such offer is sufficient to conclude a legally binding contract. Solstice's performance is conditioned on Buyer agreeing to each of these Conditions of Sale and Solstice objects to and rejects any and all terms or conditions that are additional to or different from those set forth in these Conditions of Sale. Further, the parties agree that these Conditions of Sale, if provided in response to Buyer's order document, constitute a counteroffer and that Buyer's submission of an order document with mutually agreed product, price, delivery time and location, and quantity constitutes an acceptance of such counteroffer without giving effect to any differing or additional terms or conditions that might be attached to such order document.

Solstice's weights (or Solstice's measurements in case of material sold by volume) taken at shipping points will govern.

1. General Definitions.

"Agreement" means these Conditions of Sale, along with all SOWs, schedules, exhibits, links and addenda that the Parties agree to incorporate into these Conditions of Sale and the order quantities and shipping locations for specific Offerings set forth in any Purchase Orders issued hereunder, as amended or modified from time to time.

"Solstice" means, collectively, the Affiliate(s) of Solstice Advanced Materials US, Inc., to the extent entering into this Agreement. **"Buyer"** means, collectively, the entity(ies) executing or assenting to this Agreement other than Solstice.

"Documentation" means any documentation (including any technical or legal requirements) specifically provided with an Offering (or otherwise specifically referenced in this Agreement or any Purchase Order), but excluding marketing materials, customer correspondence and similar collateral. **"Affiliate"** means any entity that controls, is controlled by, or is under common control with, another entity. An entity "controls" another if it possesses directly or indirectly the power to direct the management and policies of the entity.

"Fees" means the amounts payable by Buyer to Solstice under the terms of this Agreement or any applicable Purchase Order. **"Offering(s)"** are the software, software-as-a-service, hardware, products, services, deliverables, support services and/or other offering(s) or related materials or rights for which Buyer has contracted and are identified in any Purchase Order issued under this Agreement.

"Purchase Order" is a written order from Buyer and accepted by Solstice for the purchase, use and/or licensing of Offerings, as contemplated by this Agreement. For the avoidance of doubt, references to any Purchase Order shall not include any terms and conditions from Buyer contained therein, it being the agreement of the Parties that the Conditions of Sale in this Agreement shall be binding.

"Parties" means Solstice and Buyer and "Party" means either, individually. **"Products"** means the hardware, products or other tangible materials set out identified in the Purchase Order. Products are an Offering under this Agreement. **"Effective Date"** means the date listed as the effective date in this Agreement, or if no such date is listed, the date this Agreement is entered into by the last of the Parties to do so.



2. Payments.

Unless Buyer has been approved for credit terms by Solstice, payment for all orders will be made at the time of order placement. If credit terms have been approved, payment is due no later than 30 calendar days from the date of the invoice, unless a shorter time period is specified on the invoice or otherwise communicated in writing. Solstice will determine in its sole discretion if Buyer qualifies for credit terms and may, without notice to Buyer, modify, or withdraw or require additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.) at any time, including for open Orders.

Partial shipments will be invoiced as they are shipped. Solstice may submit invoices electronically. Payments must be made in USD currency, unless agreed otherwise in writing, by electronic fund transfer, and in accordance with the "Remit To" field on each invoice. Buyer must email remittance details (including Buyer's order number, Solstice's invoice number and amount paid per invoiced) to (1) For Americas: AMERICASRemit@Solstice.com or (2) For Asia-Pacific: APACRemit@Solstice.com or (3) For EMEA: EMEARemit@Solstice.com on or before the transfer. Buyer agrees to pay a service fee in the amount of \$500 for each occurrence for its failure to include the remittance detail and minimum information described above. Payment by credit card is not permitted unless agreed in writing.

If Buyer makes any unapplied payment and fails to reply to Solstice's request for instruction on allocation within 7 calendar days, Solstice may set off such unapplied cash amount against any Buyer past-due invoice(s) at its sole discretion. An unapplied payment shall mean payment(s) received from Buyer without adequate remittance detail to determine what invoice the payment(s) shall be applied to. Disputes as to invoices must be accompanied by detailed supporting information and are deemed waived 15 calendar days following the invoice date. Solstice may correct any inaccurate invoices, and any such corrected invoice or invalid dispute must be paid by the later of the original due date or the issuance date of the corrected invoice. Undisputed amount must be paid on time of the invoice within the original invoice payment due date. Solstice reserves the right to correct any invoices noting incorrect pricing at any time, including invoices previously paid by Buyer.

If Buyer is delinquent on any undisputed amount, Solstice may, in its sole option and until all delinquent amounts and late charges, if any, are paid: a. be relieved of its obligations with respect to guarantees, including without limitation, turnaround times, spares support and lead-times; b. refuse to process any credit to which Buyer may be entitled; c. set off any credit or sum owed by Solstice to Buyer against any undisputed amount owed by Buyer to Solstice including but not limited to amounts owed under any contract or order between the Parties; d. withhold performance, including, without limitation, suspending all work, the prior grant of any license rights and future shipments to Buyer; e. declare Buyer's performance in breach and terminate any order; f. repossess products, reports, technical information or any other items delivered pursuant to this Agreement for which payment has not been made; g. deliver future shipments on a cash-with-order or cash-in-advance basis; h. assess late charges on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof; i. charge storage or inventory carrying fees on products, parts, or raw material; j. recover all costs of collection including, without limitation, reasonable attorneys' fees; k. if Buyer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; l. require Buyer provide Solstice, a payment improvement plan on terms and conditions satisfactory to Solstice, as signed and assured by Buyer's senior finance officer that may include, but not limit to additional security (e.g., bank guarantee, standby letter of credit, corporate guarantee, etc.); or combine any of the above rights and



remedies as may be permitted by applicable law.

3. Minimum Order Quantity.

Depending on Buyer's local region and the Products being purchased, Solstice may impose a minimum order value, minimum order quantities and processing fees for custom orders or orders below the imposed minimum thresholds. Solstice may also charge processing fees for orders placed manually and not through its ecommerce website.

4. Order Cancellation.

If Buyer cancels the Order or any portion thereof, it will owe a cancellation fee equal to Solstice's reasonable non-recoverable costs and lost profit, capped at the price of the cancelled items and reduced by any resale or scrap value. For specially manufactured or non-resaleable Products, Buyer shall pay the Order price less scrap value the full amount owed under the Order. Solstice may cancel Orders before shipment due to Buyer breach, lack of adequate assurance, force majeure, regulatory change, or unavailable inputs.

Without limiting the generality of the foregoing, Buyer acknowledges and agrees that Solstice's salvage, storage or resale of Product might be impossible or impracticable and that if Buyer is responsible for transportation (or arranging for transportation) of Product(s) and fails to do so by the agreed pick-up date, Solstice may, at Buyer's cost and without modifying or affecting the title, risk of loss, and delivery terms under the Agreement, secure transportation to deliver the product to Buyer's location or secure reasonable storage facilities to warehouse the Product(s).

5. Pricing.

a. Unless otherwise specified in writing by Solstice, prices for Offerings shall be as set forth in the Solstice price book in US Dollars at the time a Purchase Order is accepted. Solstice reserves the right to update the price for any Product to the price in effect on the date of delivery and will issue a revised Order Acknowledgement or invoice reflecting any updated pricing. For the avoidance of doubt, upon Buyer's acceptance of Products pursuant to the section titled Acceptance, Buyer shall be deemed to have accepted the updated pricing. Prices, terms, conditions, and Offering specifications are subject to change without notice; provided, however, that Solstice will endeavor to provide at least 30 days' written notice of any changes. Pricing is subject to immediate change upon announcement of Offering discontinuance.

b. Solstice reserves the right to monitor Buyer's Purchase Orders during the period between notification of and the effective date of any price increase, if any. If the dollar value of Buyer's Purchase Orders during that time period exceeds Buyer's monthly forecast or prior three-month average by more than 2%, Solstice reserves the right to charge the increased price on the excess.

c. All Purchase Orders with price deviations or promotional pricing require the appropriate promotion or deviation code (competitive price request code correlating to the approved discount from a discount agreement with



Solstice). Any Purchase Orders with price discrepancies that do not contain a promotion or price deviation code will receive a price discrepancy notice from Solstice Customer Service for resolution. Buyer has 48 hours to provide an updated Purchase Order or accept Solstice's pricing (in writing); otherwise, the Purchase Order may be cancelled. Please refer to the Solstice Price List (or consult your Solstice representative for your specific codes).

6. Set Off.

Neither Buyer nor its Affiliates (nor any representative or agent thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from Solstice, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.

7. Taxes & Duties.

Solstice's pricing excludes all taxes (including sales, use, excise, environmental, value-added, and other similar taxes or fees imposed on the sale or transfer of goods or provision of services under this Agreement), tariffs and duties (including those imposed under any Trade Act, including the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). Buyer will pay all Taxes resulting from this Agreement or Solstice's performance, whether imposed, levied, collected, withheld, or assessed now or later. If Solstice is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under this Agreement, then in addition to the purchase price, Solstice will invoice Buyer for such Taxes unless, at the time of Purchase Order placement, Buyer provides a valid exemption certificate or other documentation sufficient to verify exemption from the Taxes, including a direct pay permit. If any Taxes are required to be withheld from amounts paid or payable to Solstice, (i) the amount due will be increased so that the amount Solstice receives the same, net amount; (ii) Buyer will withhold and pay such Taxes on behalf of Solstice to the relevant taxing authority in accordance with applicable law; and (iii) Buyer will forward proof of such withholding sufficient to establish the withholding amount and recipient to Solstice within 60 days of payment. In no event will Solstice be liable for Taxes paid or payable by Buyer.

8. Termination & Suspension of Performance.

Solstice may terminate this Agreement and any or all unperformed Purchase Orders immediately upon notice if: (a) Buyer breaches this Agreement, and fails to cure within thirty (30) days after written notice specifying the failure to perform or breach (unless such breach is determined to be incapable of cure, determined in Solstice's sole discretion, in which case termination is effective immediately); (b) Buyer fails pay an amount within 5 calendar days after written notice of such non-payment; (c) attempted assignment of this Agreement except as provided in the Assignment clause; (d) Buyer experiences one or more of the of the following insolvency-related circumstances: (i) it ceases to function as a going concern or to conduct its operations in the normal course of business (including an inability to meet obligations as they mature), (ii) a receiver is appointed for its assets, (iii) bankruptcy or insolvency proceedings are brought by or against it, or (iv) it makes an assignment for the benefit of creditors, or (v) here is an adverse change in Buyer's creditworthiness or an attempt to obtain protection from creditors or wind down operations; (e) Buyer violates



the law or any of its owners, officers, principals, members or partners is indicted or convicted on charges of felony, conversion, embezzlement or any morally reprehensible act which could, in Solstice's sole discretion, adversely impact Solstice; or (f) Buyer engages in any conduct or practice which, in Solstice's sole discretion, is or could be a breach of Solstice compliance requirements or detrimental or harmful to the good name, goodwill and reputation of Solstice or its Offerings. Termination does not affect any debt, claim, or cause of action accruing to any party against the other before the termination. Upon termination or expiry: (a) Buyer must pay all amounts due; and (b) if requested, return or destroy all Confidential Information and certify the same in writing; except for automatically generated backup copies, anonymized data or if maintained for legal purposes. The rights of termination provided in this clause are not exclusive of other remedies that a party may be entitled to under this Agreement or in law or equity, including payment for services performed and for losses sustained for materials, tools, construction equipment and machinery, reasonable overhead, profit, and applicable damages. Solstice may suspend performance under this Agreement at Buyer's expense if Solstice determines that performance may violate the law and/or cause a safety, security, or health risk.

9. Buyer Purchase Orders.

Buyer shall have access to, maintain access, and use Solstice's specified Electronic Data Interface ("EDI") or ecommerce website. Buyer Purchase Orders and changes will be transmitted to Solstice via such EDI or web portal. Buyer will use the web portal for all Purchase Order status and ship date estimate requests. Purchase Orders will specify: (1) Purchase Order number; (2) Solstice's part number including a general description of the Offering(s); (3) requested delivery dates, which will be no shorter than the published or contracted lead time; (4) price (non-catalog prices must reference either a valid Solstice contract or quote number); (5) quantity; (6) location to which a Product is to be shipped; (7) any special routing, packing, labeling, handling or insurance requested by Buyer, if applicable (with the understanding that this may result in additional Fees payable); [and] (8) location to which invoices will be sent for payment. Purchase Orders are subject to Solstice's acceptance explicitly in writing or upon Solstice's delivery of an Offering. Solstice reserves the right to limit order quantities. For avoidance of doubt, Solstice's order acknowledgment will not constitute acceptance and Solstice reserves the right to reject any Purchase Order in its sole discretion and for any reason. Any Purchase Orders provided under this Agreement serve to identify the information referenced above and shall not, in themselves, create any commitment binding upon the Parties. For the avoidance of doubt, references to any Purchase Order under this Agreement shall not include any Terms and Conditions from Buyer contained therein, it being the agreement of the Parties that the General Terms and Conditions in this Agreement shall be binding.

10. Limited Warranty.

Solstice's warranties are exclusively limited to the following: (a) product sold hereunder will be delivered to buyer with good title; (b) at delivery such product will conform to Solstice's specifications; and (c) product delivered hereunder does not infringe the claims of any U.S. patent extant as of the date of the agreement claiming the product itself (i.e., alone), but Solstice does not warrant against infringement which might arise by the use of such product alone or in any combination with other materials, or by the operation of any process or product made to Buyer specifications or otherwise.



11. Warranty Disclaimer and Remedy.

The limited warranty does not cover defects caused by normal wear and tear or maintenance. SOLSTICE MAKES NO OTHER REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AND IN PARTICULAR, SOLSTICE EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT (EXCEPT AS EXPRESSLY PROVIDED ABOVE) OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF THAT PURPOSE IS KNOWN TO SOLSTICE AND DISCLAIMS ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF THE TRADE.. NO WARRANTY EXTENSION OR ADDITIONAL OBLIGATION SHALL BE BINDING UNLESS AGREED IN WRITING BY SOLSTICE'S AUTHORIZED REPRESENTATIVE.

Solstice's sole liability and Buyer's exclusive remedy, which shall be determined in Solstice's sole discretion, is limited to replacement or repair of the relevant Product(s) or a credit for the purchase price of the relevant Product, less depreciation. The warranty period does not restart for replacement Products, and any replacement Products will only be warranted for the remainder of the original warranty period, if any.

Any recommendation or assistance provided by Solstice concerning the use, design, application, or operation of an Offering shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer's own risk and without any obligation or liability to Solstice. It is the Buyer's sole responsibility to determine the suitability of an Offering for use in Buyer's application(s). The failure by Solstice to make recommendations or provide assistance shall not give rise to any liability for Solstice.

12. Procedure for Warranty Claims.

If, during the applicable warranty period, Buyer believes there is a defect or deficiency in workmanship, weight, quality, or damage to the Product, Buyer must immediately discontinue use and notify Solstice no later than 10 days from delivery or [agreed delivery date] of Product. Written authorization from Solstice must be obtained prior to returning any Product(s) to Solstice for warranty assessment. Return shipments and insurance must be prepaid by Buyer must be appropriately packed and must be made within 30 days after Buyer identifies or should have identified the defect. Upon receipt of any such Product during the applicable warranty period, Solstice shall, at its expense, (i) examine the Product to verify the alleged defect or (ii) in Solstice's sole discretion, credit Buyer or repair or replace any defective Product, including shipment of such replacement or repaired Product back to Buyer (at Solstice's expense). Solstice will credit Buyer for its return shipping costs for any defective Products, but Buyer will be responsible for paying any customs or import duties payable upon receipt of any repaired or replacement Products and also paying Solstice a standard testing charge for any Products not found to be defective.

13. Warranty Exclusions & Procedures.

a. Warranty Exclusions. THIS WARRANTY IS VOID WITH RESPECT TO ANY OFFERING THAT IS: (i) altered or repaired by anyone other than Solstice's authorized employees or agents; (ii) installed, used, serviced, or maintained in a manner that fails to conform with this Agreement, Documentation or training; (iii) lost or damaged, tampered with, or destroyed due to (A) rough or negligent treatment of any Product (including damage during shipment back to Solstice caused by improper packaging on return); (B) an act of God (including lightning or related voltage surges); or (C) any other cause not within Solstice's control, including Buyer's failure (or that



of its customers) to apply required or recommended updates or patches to any Software or device in the Offering's network environment; or (iv) made or provided by a third party. This Warranty is non-transferable.

14. Delivery.

a. Delivery Liability. Delivery and shipment dates are estimates only. Deliveries may be made in partial shipments. If Solstice delivers excess quantity of Product or a different product, Buyer may return them to within 60 days after invoice at Solstice's cost for a full refund. Additionally, Solstice shall bear the cost of redirecting shipments made to a location other than that set forth in the Order if caused solely by its error. Buyer is liable for any delays or increased costs incurred by Solstice caused by Buyer's acts or omissions including, without limitation, all costs Solstice incurs for redirecting shipments due to any incorrect information or address you or your representatives provide.

b. Delivery Charges. Delivery terms for Products (excluding software and services) are (i) FCA (Incoterms 2020) Solstice's point of shipment ("Solstice Dock") for all international shipments and (ii) Ex-Works (Incoterms 2020) Solstice Dock for all domestic shipments.

c. Early Delivery & Future Delivery. Solstice will schedule delivery in accordance with its standard lead times unless a later delivery date is stated, or otherwise agree in writing. Orders will be accepted with a future ship date of up to 12 months from the date of order entry, unless otherwise agreed to by the parties. Solstice reserves the right to ship orders earlier than scheduled delivery dates. Early shipments will be processed using the same method and carrier identified in the order. Without imposing any liability on Solstice in respect of any delays of for non-performance, if Buyer requests a delivery date for an Order within standard lead times that Solstice accepts, Solstice shall be entitled to assess an expedited freight fee on such Order. If Buyer does not accept delivery of shipment at any time, Solstice reserves the right to store the products at Buyer's cost, including storage, insurance, re-delivery and associated logistics.

d. Where rail car or tank truck shipments are made in Solstice's equipment, Buyer shall pay Solstice's usual detention charges for each unit of Solstice's equipment held at destination over stated free time. No reconsignment or other transfer whatsoever of Solstice's equipment may be made except with Solstice's prior written consent. Carboys, ISO tanks, drums, barrels or other returnable containers ("Solstice Equipment") are the property of Solstice, subject to all Solstice policies and procedures. Solstice Equipment is provided to Buyer in bailment for Buyer to use Solstice Equipment only for storage of Solstice's Product originally delivered therein and shall promptly return same in good condition (thoroughly drained, but not washed, and with original closures inserted) Solstice designated location. Buyer agrees to comply with any applicable transportation, health, safety and environmental regulations concerning empty containers used for the shipment of any hazardous materials.

15. Excusable Delay or Force Majeure.

a. Force Majeure. Solstice will not be liable to the other for any failure to meet its obligations due to any force majeure event. Quantities affected by this Force Majeure clause may, at the option of Solstice, be eliminated from the Agreement without liability, but the Agreement will otherwise remain unaffected. Force majeure is an event beyond the reasonable control of the non-performing party and includes, without limitation:

1. Delays or refusals to grant an export license or the suspension or revocation thereof,
2. Any reduction of demand for one product produced as a co-product resulting in a limited supply of the second product.



3. Any other acts of any government that would limit a party's ability to perform under this Agreement,
4. Fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God,
5. Pandemics, epidemics, quarantines, or regional medical crises,
6. The presence of Hazardous Substances or Mold,
7. Shortages or inability to obtain materials, equipment, energy, or components,
8. Labor strikes or lockouts,
9. Riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism, or war, declared or not (or impending threat of any of the foregoing),
10. Inability or refusal by Buyer's directed third-party suppliers to provide Solstice parts, services, manuals, or other materials necessary to the products or services to be provided by Solstice, or
11. Any other delay or cause beyond Solstice's reasonable control.

If a force majeure event causes a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed, or for any other period as the parties may agree in writing.

When performance is excused, Solstice may allocate its services or its supplies of materials and products in any manner that is fair and reasonable. However, Solstice will not be obligated to obtain services, materials or products from other sources or to allocate materials obtained by Solstice from third parties for Solstice's internal use.

Should any part of the system or any equipment in each case that are related to the Offering be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Solstice, any repairs or replacement shall be paid for by Buyer.

For the avoidance of doubt, there need not be a Force Majeure Event to invoke Section 29 (Surcharges). In the event that a Force Majeure Event is ongoing for a period of time which is ninety (90) days or longer, Solstice may provide notice to Buyer that it is cancelling any affected outstanding Buyer Orders or affected portion thereof.

16. Changes.

Any modification to the work, price, or schedule must be authorized by a written Change Order signed by both parties. Buyer may request proposals for changes, and if Buyer does not proceed, Buyer must reimburse Solstice for related costs. Solstice may request changes due to unforeseen circumstances, and Buyer must respond within five (5) business days or the Change Order will be deemed accepted; emergencies allow Solstice to act immediately to prevent harm. Disputes over price or schedule adjustments will be escalated to senior management. Solstice may make product changes that do not affect the Solstice provided specifications.

17. Offering Changes and Discontinuance.

Except as expressly set forth in this Agreement, Solstice has a policy of product improvement and reserves the right to change or discontinue, or charge additional Fees for new or improved features of functionality of, any Offering at any time without liability. Solstice may, at its sole discretion, also make such changes to Offerings previously



delivered to Buyer, including changes in the design, without obligation to make equivalent changes to any Offerings previously supplied to Buyer. Where Offerings have been discontinued, Buyer should consult Solstice regarding availability of replacement parts, repairs, and associated charges. Solstice will have no liability for discontinued Offerings.

18. Acceptance.

Upon delivery, Buyer will make such final inspection and issue acceptance within three (3) business days. If Buyer finds the Offering unacceptable due to material non-conformance Solstice warranty, Buyer will notify Solstice in writing within the three (3) business days setting forth the specific reasons for non-acceptance. Solstice may correct, replace or re-perform, at its option, the portions of the Offering giving rise to the non-acceptance. Buyer shall be liable for all costs and expenses associated with any improper non-acceptance, including, without limitation, any costs or expenses associated with delay, correction, replacement or re-performance. Any failure to inspect the Offering or failure to issue a proper notice of non-acceptance within three (3) business days shall constitute final acceptance of the Offering under this Agreement. Buyer further agrees that partial or beneficial use of the Offering by Buyer or end-users, including, without limitation, any placement or use of the Product into a production environment at any time, will constitute final acceptance of the Offering under this Agreement.

19. Confidentiality.

All non-public, confidential or proprietary information disclosed by a Party to the other Party in performance of this Agreement (“Confidential Information”) will be protected using the same degree of care, but no less than reasonable care, as the receiving Party uses to protect its own Confidential Information. Receiving Party will hold in confidence and not disclose Confidential Information to others, without the prior written consent of the disclosing Party and shall use Confidential Information solely, for the purpose of, or as permitted by, this Agreement. Receiving Party may, without consent, disclose Confidential Information to its Affiliates and its and its’ Affiliates employees and service providers who require if for the purpose of this Agreement and are bound by substantially similar and no less restrictive obligations of confidentiality. Each Party will be responsible for breaches of the confidentiality obligations by its Affiliates, its and its’ Affiliates employees and service providers. The confidentiality obligations of this Agreement shall continue during the term and for 3 years thereafter. Except as explicitly set out in this Agreement, information will not be Confidential Information unless (a) marked “CONFIDENTIAL” or with a similar marking at disclosure; (b) disclosed orally or visually and identified as confidential at disclosure and thereafter within 30 days of its disclosure summarized in a writing marked “CONFIDENTIAL”, or (c) it should reasonably be understood to be confidential given the nature of the information as sensitive and non-public. Confidential Information excludes information that a Party can show by competent evidence: (i) was generally known to the public prior to disclosure to the receiving Party, or thereafter becomes generally known to the public without the fault or breach of any confidentiality obligation by the receiving Party; or (ii) was known by the receiving Party prior to disclosure and was not acquired, directly or indirectly, from the disclosing Party; or (iii) was later disclosed to the receiving Party not under an obligation of confidentiality by a third party having a legal right to disclose same; or (iv) is, subsequent to disclosure, independently developed by individuals who have not (a) had access to or (b) been informed of the substance of the Confidential Information furnished to the receiving Party by the disclosing Party. A Party may disclose Confidential Information when compelled to do so by order or a court or other tribunal of competent jurisdiction provided that the ordered Party will, to the extent legally permitted, provide prior written notice to the other Party and cooperate with the other Party (at the other Party’s expense) to legally prevent or protect the required disclosure. This Agreement is Confidential Information of both Parties.



20. Data Rights.

Buyer retains its existing ownership rights in data and other information that Buyer or persons acting on Buyer's behalf input, upload, transfer, or make accessible in relation to, or which is collected from Buyer or third-party devices or equipment by, the Services ("Input Data"), and grants Solstice and its Affiliates a perpetual, irrevocable, worldwide, royalty-free license to use, process, transfer, disclose, analyze, and modify Input Data to provide, maintain, improve, and develop Solstice Offerings and for any other purpose in anonymized form. These rights survive termination of this Agreement and cannot be revoked. Buyer is solely responsible for obtaining all necessary consents and will indemnify and defend Solstice against any claims arising from Solstice's authorized use of Input Data. All insights, analyses, algorithms, and intellectual property derived from Input Data are exclusively owned by Solstice and constitute Solstice's Confidential Information. Solstice has no obligation to archive Input Data unless agreed in writing, and Buyer consents to cross-border transfers subject to applicable data privacy terms.

21. Publicity.

Neither Party will issue any press release or make any public announcement relating to this Agreement without the prior written approval of the other Party, except where disclosure is required by applicable law or any listing or trading agreement concerning its or its affiliates' publicly traded securities. Notwithstanding the foregoing, if either Party, or a third party, makes a false or damaging public disclosure related to this Agreement, the aggrieved Party will have the right to make a public response reasonably necessary to correct it. Neither Party will be required to obtain consent pursuant to this section for any proposed release or announcement that is consistent with information that has previously been made public without breach of its obligations under this clause. Notwithstanding the foregoing, Solstice may list Buyer and its logo as a customer on Solstice's website and in marketing materials.

22. Data Privacy.

For purposes of this Agreement,

"Applicable Data Privacy Laws" means applicable data protection, privacy, breach notification, or data security laws or regulations.

"Data Controller" means a Party that alone or jointly with others, determines the purposes and means of the processing of Personal Data (as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws).

"Personal Data" means any information relating to an identified or identifiable natural person or as that term or similar variants may otherwise be defined in Applicable Data Privacy Laws. Personal Data includes (i) relationship data about individuals provided by one Party to the other to manage the relationship between the Parties, and (ii) personally identifiable usage data made available by the Buyer to Solstice in relation to the use of the Services for the purposes of providing, improving, or developing Solstice Products and Services.

Each Party will process the Personal Data of the other as an independent Data Controller in accordance with Applicable Data Privacy Laws. Each Party represents that it has all rights and authorizations to transfer Personal



Data to the other Party (including providing notice).

To the extent required by Applicable Data Privacy Laws, each Party agrees to be bound by the terms of the Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 (including the provisions in Module 1) and the UK's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119A(i) of the UK's Data Protection Act 2018 ("Controller SCCs") in its capacity as "data exporter" or "data importer", as applicable, and as those terms are defined therein. The Controller SCCs will be deemed to have been signed by each Party and are hereby incorporated by reference into the Agreement in their entirety as if set out in full as an annex to this Agreement. The Parties acknowledge that the information required to be provided in the appendices to the Controller SCCs is set out at <https://www.solstice.com/us/en/privacy-statement>. Each Party will implement appropriate technical and organizational measures to protect the Personal Data against any security breaches. If there is a conflict between this Agreement and the Controller SCCs, the Controller SCCs will prevail. Where applicable law requires changes to the Controller SCCs, those changes will be deemed to have been made without further action from the parties.

If Solstice processes Personal Data on Buyer's behalf under this Agreement, Solstice's Data Processing Agreement at <https://www.solstice.com/us/en/privacy-statement> apply.

23. Limitation of Liability.

a. IN NO EVENT SHALL SOLSTICE BE LIABLE UNDER THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF WHETHER LIABILITY ARISES FROM SOLSTICE'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, FOR ANY LOST PROFITS OR REVENUE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING ALL DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR LOST USE OF ANY PROPERTY OR CAPITAL) EVEN IF SOLSTICE HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES AND/OR CLAIMS.

b. ALL OFFERING CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN SECTION 10 (LIMITED WARRANTY) OF THIS AGREEMENT. SOLSTICE SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR INJURIES ARISING FROM SERVICES PROVIDED BY BUYER TO ITS CUSTOMERS, INCLUDING SERVICES PERFORMED BY BUYER ON SOLSTICE PRODUCTS OR SOFTWARE SOLD HEREUNDER, NOR SHALL SOLSTICE BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO ANY OFFERINGS, SAVE THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT.

c. SOLSTICE'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PARTIES' RELATIONSHIP, THE SALE OF OFFERINGS, AND ANY PROVISION OF SERVICES TO BUYER, SHALL NOT EXCEED THE LESSER OF (I) THE AGGREGATE PURCHASE PRICE PAID BY BUYER TO SOLSTICE FOR THE OFFERINGS GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS PRIOR TO WHEN THE CLAIM AROSE OR (II) \$50,000. ALL CLAIMS THAT A PARTY MAY HAVE WILL BE AGGREGATED, AND MULTIPLE CLAIMS WILL NOT ENLARGE THE FOREGOING LIMIT.



d. BUYER WILL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST SOLSTICE MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW.

e. The disclaimers, exclusions and limitations set forth herein shall apply even if the express warranties set forth in this Agreement fail of their essential purpose. The parties agree that Solstice's prices for the Offerings provided hereunder are provided in reliance on the disclaimers, exclusions, and limitations set forth herein, and that such disclaimers, exclusions, and limitations are an agreed allocation of risk that are foundational to the bargain between the parties.

24. Liability Disclaimer for Buyer Services.

a. Buyer acknowledges that, due to the unique nature and potential safety risks posed by certain Products, Buyer is not authorized to perform design, installation, repair, or other services (collectively, "Customer Services") for its customers on certain Products ("Certified Products") identified to Buyer as such, unless it enters into a separate written agreement with Solstice and complies with the required training and certification obligations of such agreement. Buyer further agrees that performance of Customer Services for customers on Certified Products, absent adherence to the conditions in this paragraph, will void the Limited Warranty on such Certified Products.

b. Buyer further acknowledges and agrees that to the extent it performs Customer Services for its customers on any Product (including, without limitation Certified Products), it does so at its own expense and liability, and shall defend, indemnify and hold the Solstice Indemnitees harmless from and against any Claims arising out of those Customer Services it or its agents perform for its Buyers as per the Indemnification Procedures of Section 30 (Indemnification). This Section shall be subject to Solstice's rights under Section 27 (Limitation of Liability).

25. Indemnification.

Buyer (the "Indemnifying Party") agrees to defend at its sole cost and to indemnify and hold harmless Solstice and its Affiliates and each of its and their respective officers, directors and employees (collectively the "Indemnitee") from and against any and all third-party liability, loss, cost, expense, damage, claims or demands (including without limitation, court costs and reasonable expert and attorney's fees and any amounts paid in settlement (with Indemnitee's prior written approval)), suffered by an Indemnitee arising out of, resulting in any manner from or occurring in connection with any claim that: (a) Product or packaging/labels made to Buyer's or its Affiliate's specifications infringes the claims of any third party patent or published patent application (if such published claims are issued) or violate applicable law; (b) Solstice's supply of Product to Buyer or its Affiliate infringes the claims of any third party patent or published patent application (if such published claims are issued) where Buyer's or Buyer's Affiliate's post delivery activities with respect to such Product are a cause of such claim; and/or (c) Buyer's negligence or willful misconduct (or that of anyone under its control) due to any act or omission under this Agreement, Buyer's breach of its obligations or warranties under this Agreement (including without limitation any violation of the obligations under the section COMPLIANCE; ANTI-CORRUPTION; ANTITRUST; TRADE CONTROLS).



26. COMPLIANCE; ANTI-CORRUPTION; ANTITRUST; TRADE CONTROLS

1. Buyer certifies it has read, understands, and agrees to abide by the provisions of the Solstice Advanced Materials (“Solstice”) Partner Code of Business Conduct, available at: <https://www.solstice.com/content/dam/advancedmaterials/solstice/compliance-and-integrity/solstice-partner-code-of-business-conduct.pdf>, and all applicable laws and regulations in which it does business.
2. **Anti-Corruption and Antitrust Compliance.** Buyer certifies and agrees that it is, and shall remain, in compliance with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and all other applicable anti-corruption laws, regulations, and requirements (collectively, “Anti-Corruption Laws”), and all applicable antitrust and fair competition laws, regulations, and requirements (“Antitrust Laws”).
3. **Trade Controls Compliance.** Buyer certifies and agrees that it is, and shall remain, in compliance with all applicable economic sanctions, export controls, and trade laws and regulations of the United States, United Nations, the European Union and its Member States, and any other applicable jurisdiction, including but not limited to the U.S. Export Administration Regulations (“EAR”), the International Traffic in Arms Regulations (“ITAR”), and regulations administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), U.S. Department of Energy, and U.S. Nuclear Regulatory Commission (collectively, “Trade Control Laws”). Buyer further certifies and agrees that:
 - a. Neither it nor any of its shareholders, directors, officers, employees, or agents are a “Sanctioned Person,” meaning any individual or entity: (1) named on a governmental denied party or restricted party list maintained under Trade Control Laws, including but not limited to: OFAC’s Specially Designated Nationals and Blocked Persons List (SDN List), OFAC’s Sectoral Sanctions Identifications List (SSI List), or any other Trade Control Laws-related list administered by the United States, United Nations, the European Union and its Member States, the United Kingdom; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently, but subject to change, Cuba, Iran, North Korea, and the Crimea, the so-called Donetsk People’s Republic, or the so-called Luhansk People’s Republic regions of Ukraine) (“Sanctioned Jurisdictions”); (3) controlled or owned, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing; and/or (4) organized under the laws of, ordinarily resident in, or located in an unauthorized jurisdiction, including Russia; Belarus; and the Zaporizhzhia and Kherson regions (“Unauthorized Jurisdictions”).
 - b. It will not, directly or indirectly, export, re-export, transfer, release or otherwise provide any goods, technology, technical data, or services (“Products”) supplied under this Agreement in violation of Trade Control Laws.
 - c. It will conduct on-going screening and monitoring and ensure all end users or other third parties involved are not Sanctioned Persons and that Solstice Products will not be used in violation of Trade Control Laws.



4. As requested by Solstice, Buyer must successfully complete online compliance training within 30 days from the date of assignment by Solstice, or furnish a valid certificate of completion of a similar compliance course provided by a third-party approved by Solstice.
5. If Buyer subcontracts any of the services contemplated under this Agreement to a subcontractor, subagent, or other third party, Buyer will execute an agreement with such subcontractor, subagent, or other third party that includes these or compliance provisions substantially similar to this Section 26, and obtain a written certification of compliance.
6. Buyer shall not take any action that would cause Solstice to violate any applicable laws and regulations, including Anti-Corruption Laws, Antitrust Laws, and Trade Control Laws.
7. If Buyer has any knowledge or suspicion of, or becomes subject to an investigation, inquiry or request for information relating to, an actual or potential violation of this Section 26 and/or and applicable laws and regulations, including Anti-Corruption Laws, Antitrust Laws, and Trade Control Laws, it shall immediately report in writing to (a) Solstice's General Counsel for Anticorruption, (b) Solstice's General Counsel for Trade Compliance, (c) another member of the Solstice Integrity and Compliance Department, and/or (d) the relevant business sponsor or president.
8. During the term and 3 years after termination or expiration of this Agreement or for any longer period prescribed by applicable law, Solstice will have the right to conduct an audit of Buyer's books and records to ensure compliance with the terms of this Agreement. Buyer will maintain accurate books and records, along with all relevant supporting documentation, consistent with the requirements outlined in the Solstice Partner Code of Business Conduct. Buyer agrees to cooperate fully with any investigation, audit, or request for information by Solstice to confirm compliance with Section 26 and/or determine whether a violation of the applicable laws and regulations has occurred, and agrees to provide all requested documents, data, and other information and make employees available for interviews. Buyer agrees Solstice may, in its sole discretion, disclose information relating to potential violations of this Section 26 and/or applicable laws and regulations to relevant government agencies.
9. EU WEEE Directive. To the extent applicable, Buyer agrees to comply with the European WEEE Directive 2012/19/EU or any other applicable law or regulation concerning the financing and organization of the disposal of waste electrical and electronic equipment, including responsibility for (i) all costs and liabilities associates with recycling Products, (ii) the collection of Products and their return, in accordance with all country specific applicable laws and regulations.

27. Non-Military End User and End Use Certification (MEU Rule).

In order to satisfy US export control laws, the Buyer confirms that it is not an entity that meets the definition of a military end user in China, Russia, or Venezuela ("Military End User") or sells items that support or contribute to a Military End Use by a Military End User. Military End User includes any entity that is part of the national armed services (army, navy, marine, air force, or coast guard), as well as the national guard and national police,



government intelligence or reconnaissance organizations, or any person or entity whose actions or functions are intended to support “military end uses.” “Military End Uses” includes use of an item to support or contribute to the operation, installation, maintenance, repair, overhaul, refurbishing, development, or production of military items. In addition, the Buyer will not divert or in any way utilize or sell products, materials, or technology/technical data/specifications supplied by or on behalf of Solstice to Buyer under or in connection with the Agreement to/for any entity which is a Military End User or for Military End Uses by a Military End User. Buyer shall immediately notify Solstice and cease all activities associated with the transaction in question if it knows or has a reasonable suspicion that such products, materials, technical data, plans, or specifications may be exported, reexported, or transferred to a Military End User or in support of a Military End Use by a Military End User. Buyer’s failure to comply with this provision will be deemed a material breach of the Agreement. Notwithstanding anything to the contrary in the Agreement, Solstice may take any and all actions required to ensure full compliance with applicable export control laws without Solstice incurring any liability.

28. Governing Law and Disputes.

All questions or disputes arising out of or relating to this Agreement and its interpretation or enforcement (including its, breach, validity and termination), and the Parties’ relationship, rights and liabilities relating hereto, whether arising in contract or otherwise (“Dispute”), shall be governed by the laws of the State of New Jersey, without giving effect to any choice or conflict of law provision or rule. Solstice and Buyer expressly agree to exclude from this Agreement the Uniform Computer Information Transactions Act and United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

The Parties agree that the federal and state courts of Morris County, New Jersey shall be the sole and exclusive venue for any Dispute, and the parties hereby consent and submit to the jurisdiction for such venue. The parties irrevocably and unconditionally waive any objection to venue of any Dispute in such court and irrevocably waive and agree not to plead or claim in any such court that any Dispute has been brought in an inconvenient forum. Buyer will not bring a legal or equitable action more than one year after the cause of action arose unless a shorter period is provided by applicable law. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY RELATED TO THIS AGREEMENT.

Before the Parties initiate any dispute resolution process other than injunctive relief, the Parties must schedule a mandatory executive resolution conference to be held within 30 days of receipt of the other Party’s written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the Dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the Dispute. If the dispute is not resolved within 15 days of the end of the conference, then either party may pursue resolution of the Dispute consistent with the other terms of this Agreement.

29. Economic Surcharges.

Solstice may, from time to time and in its sole discretion, issue surcharges on Orders in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency; (b) third-party costs; (c) duties, tariffs, and other government actions; and (d) indirect costs, including, without limitation, freight, labor, material or component costs, and inflation (collectively, “Economic Surcharges”).

Solstice will invoice Buyer, through a revised or separate invoice, and Buyer agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Agreement. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than 15 days, Solstice may, in its sole discretion, withhold



performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved.

The terms of this section shall prevail in the event of inconsistency with any other terms in this Agreement. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Agreement.

30. Assignment.

Solstice may assign or transfer this Agreement and assign its rights and delegate its obligations. Buyer shall not assign this Agreement, whether by merger, consolidation, operation of law or otherwise, and any attempt to do so without Solstice's prior written consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon any successor or permitted assign of the Parties. Notwithstanding anything to the contrary herein, Solstice may engage subcontractors to perform any of its obligations under this Agreement. Use of a subcontractor will not release Solstice from liability under this Agreement for performance of the subcontracted obligations.

Without limiting the generality of the foregoing, Solstice may assign this Agreement and its rights relating to payment for sales made under this Agreement without Buyer's consent and, notwithstanding any confidentiality obligations, may provide any purchaser of any such rights information and documents reasonably related to such sales, provided such purchaser has a confidentiality agreement in place with Solstice that precludes disclosure of any Buyer confidential information to any third party without Buyer's consent.

31. Trademarks.

Buyer may not use Solstice's trademarks, service marks or logos without Solstice's prior written consent.

32. Independent Contractor.

The Parties are independent contractors and not the legal representative, agent, partner, employee, franchisee, joint venture or other representative of the other, and none of their respective employees, agents, or representatives shall be treated as an employee of the other for any purpose, including tax and social security coverage and withholding, or any employee benefits. Except as provided herein, neither party has any right or authority to assume or create any obligations of any kind or to make any representations or warranties, whether expressed or implied, on behalf of the other, or to bind the other in any respect whatsoever.

33. Legal Advice Disclaimer.

Buyer acknowledges and agrees that Solstice does not provide any legal advice regarding compliance with laws, rules or regulations in the jurisdictions in which Buyer uses the Offering, including those related to data privacy or medical, pharmaceutical or health related data.

34. Enforceability Waiver.

If any portion of this Agreement is held invalid or unenforceable, the remaining portions will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If



such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of this Agreement will remain in full force and effect. Failure to enforce or exercise any provision is not a waiver of such provision unless such waiver is specified in writing and signed by the Party against which the waiver is asserted.

35. Feedback.

If Buyer provides any improvements, suggestions, information or other feedback concerning the Offerings (“Feedback”), then Buyer hereby grants to Solstice and its designees a worldwide, irrevocable, royalty-free, fully paid-up, sublicensable (through multiple tiers), perpetual right and license to exploit any Feedback for any purpose without restriction or obligation. Feedback will not be considered Buyer’s Confidential Information or trade secret.

36. Embedded Software.

a. Solstice grants to Buyer a limited, non-exclusive, non-transferable, non-assignable, revocable, object code license to software installed or embedded within a Product (“**Embedded Software**”) solely for use with such Product. Except to the extent set forth in any separate license terms provided by Solstice in no event shall Buyer have any right to (or authorize or allow any third party to) copy, modify, distribute, sell, lend, rent, transfer, decompile, disassemble, reverse engineer or convey the Embedded Software; nor grant any sublicense, lease, or other rights in the Embedded Software; decompile, disassemble, or reverse engineer.

37. Acceptable Use.

Buyer will use the Products in a commercially reasonable manner in accordance with any Documentation made available by Solstice, as may be updated by Solstice or the Product manufacturer from time to time. Buyer will not, and will not permit any person or entity to, use the Products (including any Embedded Software) for purposes of or in connection with: (a) distributing it in any manner not authorized by Solstice; (b) modifying or tampering with it; or (c) interfering with its proper functioning.