

# Archroma General Terms and Conditions of Sale

## 1 Applicability

The Archroma General Terms and Conditions of Sale (the "**GTC**") apply to all sales of products or materials ("**Products**") by Archroma to the person(s), firm or company whose order for the Products is accepted by Archroma ("**Purchaser**"). Any agreement between Archroma and Purchaser for the sale and delivery of the Products shall be an "**Order**". The GTC supersedes any other terms or conditions stipulated or referred to by Purchaser. Any variations of the GTC only apply if expressly agreed upon in writing by Archroma. Fulfillment of Purchaser's order does not constitute acceptance of any of Purchaser's terms and conditions and does not serve to modify or amend these GTC. References to "Archroma" in these GTC shall refer to the Archroma legal entity and its affiliates, as applicable.

## 2 Offer

Any offers, catalogues, brochures, pricelists and communications (without this GTC attached) cannot be considered as offers and are provided without any commitment from Archroma, unless otherwise explicitly agreed in writing.

Archroma shall be bound only if an order has been accepted in writing or if Archroma has started performing the order. Orders are accepted subject to the availability of the Products at the time of dispatch.

## 3 Delivery

### 3.1 Place of Fulfillment

Delivery of the Products shall be per Incoterms 2020 at such point as shall be agreed between Archroma and Purchaser.

### 3.2 Delivery Dates

Terms and date of delivery are for information only and without any commitment, guarantee or liability of Archroma unless explicitly declared in writing as binding by Archroma.

A delay in delivery will not give Purchaser the right not to comply with its obligations as laid down in the Order.

### 3.3 Partial Deliveries

Archroma shall have the right to perform partial deliveries. For the purpose of these GTC, each partial delivery shall be regarded as a separate Order.

### 3.4 Deliveries in Bulk

Notwithstanding section 6.1 (Quality), in case of Products supplied in bulk, Archroma may deliver against any Order a variation of up to fifteen (15) percent of the weight or volume ordered. The Purchaser will be invoiced for the quantity actually delivered which will be stated in the invoice. In the case of Products supplied in containers of a certain quantity, the Products will only be supplied in multiples of such quantity. Any Order will be rounded up to the nearest of such multiple and invoiced as such.

### 3.5 Additional Costs

Purchaser shall pay for all transport charges, shipment charges, insurance costs, taxes, government levies and any other expense which may be imposed on the delivery, export and import of the Products.

## 4 Payment

The place of fulfillment for the payment obligation is the registered address of the contracting Archroma entity.

Invoices are payable net within thirty (30) days after the date of the invoice, unless explicitly agreed

otherwise in writing by Archroma. If the payment becomes overdue, Purchaser shall owe interest for the delay at the rate of SOFR +5.5% of the invoice currency as of the maturity date. Under no circumstances shall Purchaser withhold or set-off any amount because of a disputed claim of any nature.

## 5 Risk and Title

### 5.1 Risk of Loss

The risk of damage to or loss of the Products shall pass to the Purchaser upon delivery as defined in section 3.1 (Place of Fulfillment).

### 5.2 Title of Ownership

Title to the Products shall not pass to Purchaser until Archroma has received payment in full (in cash or cleared funds) for such Products and all other sums which are due from Purchaser for the sales of the Products including any damages, costs, interest and duties.

So long as the title to the Products remains in Archroma and Purchaser is in default of any of the obligations under the terms and conditions set out in the Order, these GTC or is insolvent, Archroma shall have the right, with or without prior notice to Purchaser, to retake possession of the Products (and for such purpose, to enter into any premises occupied by Purchaser). Where Purchaser re-sells the Products before title to the Products has vested in Purchaser, Archroma shall be entitled to the proceeds of sale (including any right to, or to claim, such proceeds) and Purchaser shall hold such proceeds of sale on trust for Archroma.

Archroma is entitled to register this reservation of property rights in the competent forum.

Until such time as ownership in the Products has passed to Purchaser, Purchaser shall ensure that the Products (i) are kept and maintained in good condition at no cost to Archroma, (ii) are stored separately or marked so that they may be readily identified as the property of Archroma, (iii) are not subject of any charge, pledge or lien, and (iv) are insured with a reputable insurer for their full replacement value against all risks.

## 6 Products

### 6.1 Quality

Archroma warrants to Purchaser that the Products supplied will conform to Archroma's specifications on delivery. ANY OTHER CONDITION OR WARRANTY WITH REGARD TO THE QUALITY, MERCHANTABILITY OR FITNESS FOR PURPOSE OF THE PRODUCTS IS HEREBY EXPRESSLY EXCLUDED.

### 6.2 Inspection

Purchaser shall inspect the Products immediately on delivery and may claim any alleged loss, shortage, or defect of such Products which could have been detected upon such inspection provided that the Purchaser indicates any alleged defect on the carrier's documents and give written notice thereof to Archroma within three (3) three days of the delivery. Purchaser may claim alleged intrinsic defects of delivered Products provided that Purchaser gives written notice within thirty (30) days of delivery. If such complaints are justified, Archroma may, at its sole discretion, be entitled to either (i) seek repair or replacement; (ii) reduce the purchase price; or (iii) pursue rescission of the Order including repayment of any part of the purchase price that has been paid.

If Purchaser claims alleged damage or defects of the Products, Purchaser shall not further use the Products and shall retain the Products for inspection by Archroma. Purchaser is not entitled to return the

Products to Archroma without Archroma's written consent.

Archroma's warranty of the Products as stated herein shall be voided if (i) the Products delivered are stored or used improperly; (ii) Purchaser fails to give written notice of the alleged defect within thirty (30) days and fails to allow Archroma to inspect the Products in the state they were upon delivery; (iii) the Products have expired as indicated in the specifications; or (iv) Purchaser does not comply, properly or in time, with any of its obligations towards Archroma as laid down in the Order.

### 6.3 Recommendations

Recommendations of Archroma about the use and processing of the Products are given in good faith without acceptance of liability by Archroma and do not exempt the Purchaser from its duty to carry out appropriate testing regarding the fitness of the Products for Purchaser's particular purposes and processing conditions. Notwithstanding any such recommendations made by Archroma, Archroma does not make any warranty with regard to the fitness of the Products for Purchaser's particular use or application and its particular conditions of processing. The foregoing does not affect Archroma's obligation under section 10.

### 6.4 Packaging

Unless otherwise agreed, the Purchaser shall dispose of all packaging at its own cost and in accordance with all applicable regulations. In so far as packaging is re-used by Purchaser, any indication on the packaging as to the Product and to Archroma's name must be entirely removed. Special conditions as notified apply to returnable packaging owned by Archroma.

Containers remaining in Purchaser's property such as IBC's, isotainers, demounts etc. shall be used in compliance with Archroma's instructions and shall not be used for storage or shipment of any other material including the Products supplied by Archroma in bulk or containers without Archroma's written consent. Loss or damage to containers whilst in Purchaser's possession or control shall be Purchaser's responsibility and at the sole expense of Purchaser.

## 7 Confidentiality

The Purchaser acknowledges that all information disclosed by Archroma, whether in writing, orally, or by any other means, which is not publicly available ("**Confidential Information**"), is proprietary and confidential to Archroma. The Purchaser shall maintain the confidentiality of the Confidential Information and shall not disclose, reproduce, or use it for any purpose other than as required for the performance of its obligations under an Order. Notwithstanding anything to the contrary in these GTC, all confidentiality obligations under this section 7 (Confidentiality) shall remain for Trade Secrets (as defined below) in force until the information considered as Trade Secret loses any of the requirements as described in its definition. Trade Secret means information which meets all of the following requirements: (i) it is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question; (ii) it has commercial value because it is secret; and (iii) it has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret.

Purchaser may disclose the Confidential Information if and to the extent required by any law, court of competent jurisdiction, competent judicial,

governmental, supervisory or regulatory authority, provided that it shall, wherever practicable, give Archroma reasonable notice of the intended disclosure and limit the scope of the disclosure to the extent required by any law, court of competent jurisdiction, competent judicial, governmental, supervisory or regulatory authority.

## 8 Intellectual Property

Purchaser must not use any trademarks or copyrights of Archroma (or any other Archroma affiliate) in connection with the Products produced or sold to the Purchaser unless and except to the extent Purchaser has obtained prior written approval by the owner of the trademark or copyright.

Archroma gives no warranty in respect of its Products as to freedom from third party patent, copyright or registered design rights. If the Purchaser uses the Products in such a manner as to infringe any such third-party rights Archroma shall not be responsible for such infringement, and the Purchaser will indemnify Archroma from and against all liability arising from it.

## 9 Compliance

Purchaser warrants that it will comply with all applicable export control and trade embargo laws, rules and regulations, relating to an Order, and shall not, either directly or indirectly, resell, export, re-export, distribute, transfer or otherwise dispose of materials or products supplied to Purchaser under an Order, without first obtaining all necessary written consents, permits and authorizations and completing such formalities as may be required by any such laws, rules and regulations.

Purchaser undertakes to comply with all applicable laws, regulations, policies and standards including, but not limited to, applicable (i) anti-corruption laws; (ii) anti-money-laundering laws; (iii) anti-bribery laws; (iv) privacy laws; (v) rules of fair competition; (vi) rules of human rights and (vii) all sanctions imposed, administered or enforced from time to time by the United States, the United Nations Security Council, the European Union, the United Kingdom or their institutions.

Purchaser shall also comply with the latest Archroma Code of Conduct available at [www.archroma.com/compliance](http://www.archroma.com/compliance) and demonstrate to Archroma its compliance thereof.

## 10 Product Stewardship and Safety

Archroma shall supply the Products, as delivered, in compliance with applicable chemical laws and regulations. In the event that Archroma decides that for environmental, health or safety reasons, the Product shall no longer be marketed for a specific use or shall no longer be produced or sold at all, Archroma at its sole discretion may discontinue supplying the Product under the Order without any liability.

The Product supplied by Archroma must be handled, transported, stored, processed, labelled, used or disposed by Purchaser in accordance with any applicable laws and Archroma's instructions, and the Purchaser will assume full responsibility for and liability arising out of the handling, transportation, storage, processing, labelling, use and disposal of the Product after its delivery, including the obligation to inform its employees, downstream users and other third parties handling the Products about any hazard and safety measures related to the Product and ensure compliance with such instructions by such employees, downstream users and third parties.

## 11 Data Protection

Archroma is the controller of the personal data that the Purchaser may provide to Archroma. The purpose of the processing is the management of the commercial and contractual relations between the parties. The legal basis of such processing is the legitimate interest of Archroma. Purchaser's personal data may be transferred to the Archroma group and to service providers acting on its behalf.

These entities may be located in third countries that do not have equivalent data protection legislation. Archroma uses standard contractual clauses and other guarantees to ensure that personal data is processed in accordance with applicable law. Data subjects shall have the following rights, where applicable in accordance with local law: access, rectification and erasure of data; withdrawal of consent to data processing; exercise of the rights to restriction, portability and not to be subject to automated decision making by sending a request to the following email address: [dpo@archroma.com](mailto:dpo@archroma.com).

Data subjects may consult additional, detailed information on data protection at the following link: <https://www.archroma.com/privacy-policy>.

Purchaser undertakes to inform its employees and those contact persons who may have a relationship with Archroma about all the points contained in this section.

## 12 Liability

To the largest extent permitted by applicable laws, neither Archroma nor its affiliated companies shall under any circumstances whatever be liable to Purchaser, regardless of whether the liability is based on breach of contract, tort (including negligence) or restitution, strict liability, or for breach of statutory duty or misrepresentation, or otherwise, for any: (i) loss of production; or (ii) loss of use; or (iii) loss from business interruption; or (iv) loss of profit; or (v) loss of goodwill; or (vi) loss of business; or (vii) loss of business opportunity; or (viii) loss of anticipated saving; or (ix) reputation; or (x) wasted expenditure or (xi) special, indirect, economic, incidental, punitive or consequential cost, expense, loss and/or damage of any kind.

Upon delivery of the Products (including any Products delivered in error or defective Products), the Purchaser shall assume all the risks and liabilities for losses, injuries to persons, or damages to persons and/or things and/or the environment, deriving from the use, handling, incorporation or alteration of the Products, whether alone or in combination with other products, and shall indemnify Archroma against any and all claims concerning such damages, including third parties' claims.

To the largest extent permitted by applicable laws, Archroma's liability relating to the Products or supply of the Products shall not exceed the lower of the amount of the invoice for the said affected Products, or the amount actually received by Archroma from its liability insurers (net of all deductions and set offs) following a claim for defective product liability notwithstanding whether such liability may arise in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise. Any liability of Archroma arising hereunder or in connection herewith not related to the Products or supply of the Products shall under no circumstances exceed USD 1'000.

## 13 Termination

Archroma may postpone the performance of any Order or terminate all agreements concluded with the Purchaser immediately without prior notice or liability, if Purchaser: (i) becomes the subject of proceedings in bankruptcy, or under insolvency laws or for receivership, liquidation, either voluntary or otherwise, or dissolution; (ii) in case of a direct or indirect change of control, change of management or change of the organization or merger; (iii) in the cases explicitly provided for under an Order; (iv) does not pay any overdue amount within ten (10) days of receiving a written notice of default; or (v) breaches Sections 6.3 (Recommendations), 7 (Confidentiality), 8 (Intellectual Property), 9 (Compliance) or 11 (Data Protection).

Sections 7 (Confidentiality), 8 (Intellectual Property), 12 (Liability), 13 (Termination) and 15 (Miscellaneous) shall survive the termination, fulfillment, or expiry of any Order.

Termination of an Order shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of an Order or these GTC which existed at or before the date of termination.

Upon such termination Archroma shall be entitled to enter into Purchaser's premises in order to remove any of the Products on which Archroma retains title. The Purchaser shall assist Archroma hereby.

## 14 Notices

The parties hereby acknowledge and agree that the addresses stated in the Order shall be deemed as legal notification addresses and unless a change of address is duly notified to the other party in writing.

## 15 Miscellaneous

### 15.1 Applicable Law

All Orders and these GTC shall be construed under and governed by the substantive laws of the territory in which the contracting Archroma entity is registered, without regard to its principles of conflict of laws and excluding the Vienna Convention on the International Sale of Products, provided, however, that in case the Purchaser is registered in Germany, German law shall apply to all Orders and these GTC (regardless of the territory in which the contracting Archroma entity is registered).

### 15.2 Disputes

The parties will work together in good faith to remedy any disputes which may arise in connection with an Order. Any dispute, controversy or claim arising out of or in relation with an Order or these GTC, including the validity, invalidity, breach or termination thereof, shall be settled by the courts of the place where the contracting Archroma entity is registered.

### 15.3 Assignment, Sub-contract, etc.

Purchaser may not, without Archroma's prior written consent, assign or dispose of any of its rights, sub-contract or otherwise delegate any of its obligations under an Order or under these GTC to a third party. Archroma may assign an Order without the written consent of Purchaser to (i) any company within the Archroma group, (ii) its successor-in-interest by operation of law, or (iii) the transferee of all or substantially all of Archroma's assets or business to which an Order relates.

### 15.4 Waiver

A delay or failure of either party to enforce or exercise any of the provisions of an Order or these GTC shall in no event be considered a waiver of such provision and shall not preclude or prejudice such party from later enforcing the same or any other provision hereof.

### 15.5 Force Majeure

Archroma shall not be liable for its failure to perform its obligations hereunder or under an Order and be discharged from the duty to fulfil its obligations thereunder, arising from events beyond its reasonable control, including: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) collapse of buildings, fire, explosion or accident; (iii) epidemic or pandemic (incl. quarantine and lock-down as a result of such); (iv) terrorist attack, war or any other threatened or active armed conflict; (v) sabotage, cyberattack, explosion or nuclear, chemical or biological incident; (vi) any labor or trade dispute, strike, industrial action or lockout; (vii) non-performance of by suppliers or subcontractors (incl. utility services); (viii) breakdown of equipment or machinery; (ix) shortage or unavailability of raw materials, equipment, transport or energy; and (x) sanctions, embargos, inability to obtain export or import licenses; (incl. port congestion), acts or omissions of any governmental authority, acts in compliance with any law, regulation or order ("**Force Majeure Event**").

If Archroma's supply of products should be limited as a result of a Force Majeure Event, Archroma shall have the right to distribute any available Products

among its customers in such manner as Archroma may determine.

#### 15.6 Hardship Situations

Archroma shall be entitled, during an ongoing Order, to demand contract negotiations where the preconditions governing the contractual relationship (a "**Hardship Situation**") have materially changed compared to the date of the acceptance of the Order by Archroma. Hardship Situations include but are not limited to substantial increases in raw material or transport prices.

If the Parties fail to reach an agreement in these negotiations within a reasonable period of time not exceeding two (2) weeks, then the Order shall cease to be binding to Archroma in its entirety immediately upon issuance of written notice by Archroma to Purchaser and Archroma shall be released from any and all obligations under such Order.

#### 15.7 Severability

If any provision, or portion of provision, contained an Order or these GTC is invalid or unenforceable, the remaining provisions, or the remaining portion of such provision, shall remain in full force and effect. Instead of the invalid provision, a rule shall apply that achieves as closely as possible the intention of the parties in drafting the invalid provision.

#### 15.8 Third Party Rights:

Unless otherwise expressly agreed in writing between the Purchaser and Archroma, no person who is not a party to the Order may enforce any of its terms and notwithstanding any term of the Order, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of the Order

### 16 **Terms only Applicable for Specific Countries**

To the extent that the following laws apply based on section 15.1, the GTC above shall be amended as follows (and in case of any conflict between the above clauses and the terms below applicable for specific countries, the terms below for specific countries shall prevail):

#### 16.1 Germany

Section 6.2 (Inspection) shall not apply and be replaced by the following:

*Purchaser shall inspect the Products immediately on delivery (Sec. 377 of the German Commercial Code (HGB)). If the Purchaser fails to immediately examine the Products, Archroma shall not be under any liability in respect of defective Products with respect to defects that can be recognized by due immediate examination. The delivered Products shall be deemed approved unless there is a defect that was not apparent during the inspection. Complaints must be lodged in writing without undue delay (unverzüglich) and must state the reasons for such complaints.*

*The Purchaser shall immediately notify Archroma if a defect that was not apparent during the immediate examination of the Product is recognizable. If the Purchaser fails to immediately notify Archroma of such later appearing defect upon its appearance, the delivered Products shall be deemed approved and Archroma shall not be under any liability in respect of the defective Products.*

*Warranty of Archroma shall be explicitly excluded if (i) there is only insignificant deviations from the agreed quality, of only minor impairment of usefulness, (ii) of natural wear and tear and (iii) the Products delivered are stored or used improperly.*

Section 12 (Liability) shall not apply and be replaced by the following:

*In respect of claims arising from intent and gross negligence, Archroma shall be liable without limitation, for all culpably caused damage, including the ones caused by its representatives, bodies, or proxies.*

*In respect of all claims arising from (i) injury to life, body or health, (ii) damage subject to the German Product Liability Act (Produkthaftungsgesetz), (iii) damage resulting from the breach of a material duties (the fulfillment of which enables the proper implementation of the contract and upon the fulfillment of which the other party regularly may rely (Kardinalpflichten), (iv) breach of agreements on quality and fraudulent concealment of defects, Archroma shall also be liable for simple negligence, including for any fault of Archroma's representatives, bodies, or proxies.*

*In the event of a breach of material duties, the amount of liability shall be limited to the foreseeable damage typical for the contract, unless a case of extended liability as listed above is applicable at the same time.*

*The provisions of the preceding paragraph shall apply to all claims for damages (in particular for damages in addition to performance and damages in lieu of performance), irrespective of the legal grounds, in particular due to defects, the breach of obligations arising from the contractual relationship or from tort. They shall also apply to claims for reimbursement of futile expenses. They shall not apply to any strict liability prescribed by law (e.g. under the German Product Liability Act) or to a liability under a strict warranty.*

*The statutory limitation period shall apply to claims for damages in the event of intent and gross negligence as well as in the event of injury to life, body and health which are based on an intentional or negligent breach of duty. If the law prescribes longer limitation periods, these periods shall apply. Otherwise, a limitation period of one year upon delivery of the Products applies.*

#### 16.2 France

Section 4 subsection 2 shall include the following paragraph:

*Notwithstanding anything to the contrary in section 4, if the payment becomes overdue, Purchaser shall be liable for late payment penalties equal to three times the legal interest rate, without prior formal notice and as of the first day of late payment. In addition to the late payment penalties, any sum not paid on the due date shall automatically give rise to the payment of a fixed penalty of 40 euros due for recovery costs.*

#### 16.3 United States

The following shall be added to section 15.2:

*Purchaser irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action or proceeding arising, directly or indirectly, out of or relating to an order or the GTC and for any counterclaim therein (in each case whether based on contract, tort or any other theory and whether predicated on common law, statute or otherwise). Purchaser (i) certifies that no representative, agent or attorney or any other party has represented, expressly or otherwise, that the other party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it has been induced to enter into this agreement by, amongst other things, the mutual waivers and certifications in this section.*