

## GENERAL PURCHASE ORDER TERMS AND CONDITIONS

1. Applicability. These terms and conditions of purchase (these “Terms”) shall apply to all purchase orders (the “Order”) made by Nagase ChemteX America LLC (the “Buyer”) for the purchase of the goods (“Goods”) and services (“Services”) specified on the face of the Order from the party to whom the purchase order is addressed (the “Seller”). The Order, together with any documents incorporated herein by reference (collectively, this “Agreement”), constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. The Order expressly limits Seller’s acceptance to the terms of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller’s general terms and conditions of sale or any other document issued by Seller in connection with the Order. Buyer is not obligated to any minimum purchase or future purchase obligations under the Order. No change to the Order is binding upon Buyer unless it is in writing, specifically states that it amends the Order, and is signed by an authorized representative of Buyer. In the event that there is a written purchase and sales agreement between the parties that is signed by authorized representatives of both parties, the terms in such agreement shall prevail over any inconsistencies in these Terms.

2. Acceptance. The Order is not binding on Buyer until Seller: (a) accepts the Order in writing, (b) fails to object within 5 business days, or (c) starts to perform in accordance with the Order. Buyer may withdraw the Order at any time before it is accepted by Seller.

3. Delivery of Goods and Performance of Services.

(a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Order or as otherwise agreed in writing by the parties (the “Delivery Date”). Timely delivery of the Goods and Services is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate the Order immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to deliver the Goods on the Delivery Date.

(b) All Goods shall be delivered to the address specified in the Order (the “Delivery Location”) during Buyer’s normal business hours or as otherwise instructed by Buyer.

(c) Delivery shall be made in accordance with the terms on the face of the Order. Seller shall give written notice of shipment to Buyer when the Goods are delivered to a carrier for transportation. Seller shall provide Buyer all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading, Certificate of Analysis (if applicable), and any other documents necessary to release the Goods to Buyer

at the time of Seller's delivery of the Goods to the transportation carrier. The Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence, and any other documents pertaining to the Order.

(d) Seller shall provide the Services to Buyer as described and in accordance with the dates or schedule set forth on the Order and in accordance with the terms and conditions set forth in these Terms.

4. Quantity. If Seller delivers more or less than the quantity of Goods ordered, Buyer may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

5. Seller's Obligations Regarding Services. Seller shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) comply with all rules, regulations, and policies of Buyer, including security procedures concerning systems and data and remote access thereto, building security procedures and general health and safety practices and procedures;

(c) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Buyer shall approve. During the term of this Agreement and for a period of 2 years thereafter, upon Buyer's written request, Seller shall allow Buyer to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;

(d) obtain Buyer's written consent prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any Services to Buyer (each such approved subcontractor or other third party, a "Permitted Subcontractor"). Buyer's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Seller's own employees. Nothing contained in this Agreement shall create any contractual relationship between Buyer and any Seller subcontractor or supplier;

(e) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement;

(f) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified, or accredited as required by applicable law and are suitably skilled, experienced, and qualified to perform the Services;

(g) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Buyer; and

(h) keep and maintain any Buyer equipment in its possession in good working order and shall not dispose of or use such equipment other than in accordance with the Buyer's written instructions or authorization.

6. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location.

7. Packaging. All Goods shall be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's expense.

8. Amendment and Modification. Buyer has the right at any time to change the quantity, scope, specifications, time of performance, and other matters provided in the Order, or to cancel the Order, with respect to Goods not shipped by Seller and as to which Seller has not otherwise substantially changed its position by commencing manufacture or otherwise, or Services not yet performed. If any such change or termination increases or decreases Seller's costs or the time required for performing Seller's obligations, the purchase price of the Goods or Services, or the delivery schedule, as the case may be, shall be adjusted accordingly on a fair and equitable basis by negotiation; provided, that, proposals by Seller for such negotiation are made in writing within 30 days of Buyer's change of order or termination. No price adjustment shall be made in favor of Seller for Goods which are inventory on hand, and with regard to other Goods, Buyer shall not be obliged by such adjustment to pay more than the Seller's actual cost plus margin applicable to the Goods originally ordered. In connection with any claim by Seller for a price adjustment under this Section, Seller shall submit cost data for the Goods and Services in such form and details as Buyer may reasonably require.

9. Inspection and Rejection of Nonconforming Goods. The Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a

sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate the Order for cause pursuant to Section 18. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Order, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

10. Price. The price of the Goods and Services is the price stated in the Order (the "Price"). Unless otherwise specified in the Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees, and applicable taxes, including, but not limited to, all sales, use, or excise taxes. No increase in the Price is effective, whether due to increased material, labor, or transportation costs, or otherwise, without the prior written consent of Buyer.

11. Payment Terms. Seller shall issue an invoice to Buyer within 30 days after the completion of delivery and only in accordance with the Terms. Buyer shall pay all properly invoiced amounts due to Seller within the timeframe agreed upon by the parties, except for any amounts disputed by Buyer in good faith. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute. All payments hereunder will be in US dollars unless otherwise agreed to by the parties. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller. Payment of an invoice is not evidence or admission that the Goods and Services meet the requirements of the Order.

12. Warranties.

(a) Seller warrants to Buyer that all Goods will: (i) be free from any defects in workmanship, material, and design; (ii) conform to applicable specifications, drawings, designs, samples, and other requirements specified by Buyer; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests, or other encumbrances; and (vi) not infringe or misappropriate any third party's patent or other intellectual property rights;

(b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and

(c) These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods and Services by Buyer. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods and Services with the foregoing warranties.

13. General Indemnification. Seller shall defend, indemnify, and hold harmless Buyer and Buyer's subsidiaries, affiliates, successors, or assigns and their respective directors, officers, shareholders, and employees and Buyer's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods and Services purchased from Seller or Seller's negligence, willful misconduct, or breach of the Terms. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.

14. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify, and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods and Services infringes or misappropriates the patent, copyright, trade secret, or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Buyer's or Indemnitee's prior written consent.

15. Insurance. Seller shall, at its own expense, maintain and carry insurance in full force and effect to fulfill its obligations under the Order or in additional amounts and coverages as Buyer may reasonably request, with financially sound and reputable insurers. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing such coverage. The certificate of insurance shall name Buyer as an additional insured. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnitees.

16. Customer Terms. As directed by Buyer in writing, Seller shall comply with the applicable terms and conditions of any agreements ("Customer Agreements") Buyer receives from a Customer, or directly or indirectly applicable to Buyer, pursuant to which or in respect to which Buyer agrees to supply to any Customer, or incorporate Goods into goods supplied to any Customer. For the purpose of this Section, the term "Customer" shall also include the final equipment manufacturer of goods or services into which the Goods are or will be incorporated. Buyer may in its discretion supply Seller with information regarding the Customer Agreements, but Seller shall be responsible for ascertaining any terms and conditions contained in Customer Agreements that may affect Seller's obligations under an Order. Seller will do everything within its control to enable Buyer to meet the terms and conditions of the Customer Agreements. If this Section conflicts with any other paragraph or Section in an Order, Buyer by written notice to Seller has the right to have the provisions of this Section prevail.

17. Compliance with Law. Seller is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Order. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under the Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may audit or retain an independent third party to audit, Seller's records with reasonable notice and during Seller's business hours, to verify Seller's compliance with this Section.

18. Termination for Cause. In addition to any remedies that may be provided under these Terms, Buyer may terminate the Order with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the Seller's delivery of the Services, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, then the Buyer may terminate the Order upon written notice to Seller. If Buyer terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods and Services received and accepted by Buyer prior to the termination.

19. Limitation of Liability. Nothing in the Order shall exclude or limit (a) Seller's liability under Sections 12, 13, 14 and 21 hereof, or (b) Seller's liability for fraud, personal injury, or death caused by its negligence or willful misconduct. IN NO EVENT SHALL BUYER HAVE ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY, OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, FOR ANY PUNITIVE, CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL LOSS OR DAMAGE ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING LOSS OF DATA, PROFITS, INTEREST, OR REVENUE, OR INTERRUPTION OF BUSINESS, EVEN IF BUYER HAS BEEN INFORMED OF OR MIGHT OTHERWISE HAVE ANTICIPATED OR FORESEEN THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

20. Waiver. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

21. Confidential Information. All non-public, confidential, or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise

identified as “confidential,” in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer’s request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Seller at the time of disclosure; or (c) rightfully obtained by the Seller on a non-confidential basis from a third party.

22. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party’s fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (“Force Majeure Event”). Seller’s financial inability to perform, changes in cost or availability of materials, components, services, market conditions, or supplier actions or contract disputes are not considered Force Majeure Events. Seller shall give Buyer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized, and resume performance under the Order. If a Force Majeure Event prevents Seller from carrying out its obligations under the Order for a continuous period of more than 14 days, Buyer may terminate the Order immediately by giving written notice to Seller.

23. Assignment. Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under the Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void.

24. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from the Order.

25. No Third-Party Beneficiaries. The Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

26. Governing Law. All matters arising out of or relating to the Order are governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of

any jurisdiction other than those of the State of Ohio. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed.

27. Arbitration. Any controversy or claim arising out of or relating to this Agreement shall be resolved exclusively by binding arbitration (other than requests for injunctive relief) in accordance with the rules of the American Arbitration Association (AAA) then in effect. The arbitration shall be conducted in Delaware County, Ohio or at such other place as the parties may agree upon, by one person selected from an AAA list using the AAA-recommended selection method. Judgment on any award may be entered in any court having jurisdiction thereof. Each party will bear equally, the costs and expenses of the AAA and the arbitrator, and each party will bear its own costs and expenses; provided, that, the arbitrator may award attorneys' fees and costs to the substantially prevailing party.

28. Cumulative Remedies. The rights and remedies under the Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

29. Notices. All notices, request, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

30. Severability. If any term or provision of the Order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

31. Survival. Provisions of the Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Order including, but not limited to, the following provisions: Setoff, Warranties, General Indemnification, Intellectual Property, Indemnification, Insurance, Compliance with Laws, Confidentiality, Governing Law, Arbitration, and Survival.

*Last updated: March 2023*