



The Dreamology Company
—Make your dreams come true—

GENERAL TERMS AND CONDITIONS OF PURCHASE

(April 2025 – KANEKA EUROPE HOLDING COMPANY
NV)

1. Definitions

In these general purchase conditions the following definitions apply:

Affiliate: any business entity or person that directly or indirectly Controls or is Controlled by or is under common Control with a party to any Agreement, whereby "Control" means with respect to the relevant business entity or person, (i) the direct or indirect ownership or control of more than 50% of (a) ownership interests or (b) voting power at the general meeting or a similar body; or (ii) the right or ability to (a) appoint or remove or (b) direct the appointment or removal of, such number of the members of the management board or a similar body with the decisive voting power in such body.

Agreement: any agreement, including these GTC's, between the Buyer and the Seller on the purchase of goods and/or services by the Buyer from the Seller, or any other order assignment given by the Buyer to the Seller, or any related acts or legal acts.

Buyer: Kaneka Europe Holding Company NV, having its registered office at Lenneke Marelaan 4, 1932 Zaventem, Belgium and its Green Planet Site at Nijverheidsstraat 16, 2260 Westerlo-Oevel, Belgium, registered with the Belgian RPR under number 0640.747.653.

GTC's: these general terms and conditions of purchase.

Seller: any party that supplies goods to the Buyer, provides services to the Buyer or has agreed with the Buyer to do so, or any party to whom the Buyer has given an assignment of any other nature.

2. General

- 2.1 Unless expressly agreed upon otherwise between the parties in writing, shall these GTC's be applicable to all requests, offers, assignments, purchase orders, order confirmations, agreements and other legal acts relating to the supply of goods, the provision of services, the execution of assignments or the performance of other work by the Seller for the Buyer. The Seller's general terms and conditions are therefore hereby expressly excluded, unless it has been expressly agreed upon otherwise in writing.
- 2.2 Buyer shall remain entitled to amend these GTC's at any time. The latest version of the GTC's is published on Buyer's website: www.kaneka.be. No variation of these GTC's shall however be effective on any pre-existing Agreement (which shall remain governed by the GTC's applicable at that time) unless expressly stipulated, agreed or confirmed in writing by both parties.
- 2.3 If the content of the written Agreement should differ from the content of these GTC's, then the content of the written Agreement shall prevail.
- 2.4 The invalidity or unenforceability for any reason of any clause of these GTC's shall not prejudice or affect the validity or enforceability of the remainder. In such an event of an invalid or unenforceable clause, the parties shall negotiate in good faith to replace said invalid or unenforceable clause by a valid and enforceable clause which corresponds as closely as possible with the purpose and scope of the former clause.
- 2.5 The parties confirm that any Agreement is established between 2 independent professional contracting parties and that the provisions of any Agreement are reasonable and necessary to protect each other's respective interests. The parties hereby acknowledge and accept that the provisions of any Agreement are clearly and considerably drafted and that none of the provisions of any Agreement (alone or in conjunction with one or more other provisions), in light of each other's mutual rights and obligations, creates a manifest imbalance between the parties' respective rights and obligations under such Agreement.
- 2.6 In case of nonconformity between the English and the Dutch text of the general purchase conditions, the Dutch text shall be binding. In case of nonconformity between the English and the Dutch text of the general purchase conditions and a translation hereof in another language the English and the Dutch text shall be binding.

3. Invitation to tender and order and withdrawal in good faith from pending negotiations

- 3.1 Invitations to offer are not binding on the Buyer and only serve as an invitation to the Seller to issue a quotation.
- 3.2 The Buyer, who wants to be compliant with ISO 50001, takes into account the energy consumption of goods and services when evaluating offers. When relevant, the Seller is obliged to demonstrate the energy consumption and similar alternatives with lower consumption should be proposed.
- 3.3 A quotation by the Seller remains irrevocably valid for a reasonable period which will be clearly indicated by the Seller. The quotation has to be definitive, exact and complete and must include all that is required for the goods and/or services to be delivered in full and in working condition.
- 3.4 The Buyer does not reimburse the costs incurred by the Seller on issuing a quotation.
- 3.5 If reference is made in the invitation to tender and/or order to technical, safety, quality or other instructions, and documents and drawings that are not attached to the quotation and/or order, the Seller is deemed to be familiar with these, unless the Seller informs the Buyer forthwith and in writing of the contrary. The Buyer will inform the Seller in more detail of these instructions, documents and drawings. The Seller is obliged to warn for apparent errors and lacks of clarities in the documents and instructions.
- 3.6 To the maximum extent permitted by applicable law, Buyer makes all reservations to withdraw in good faith from pending negotiations between Seller and Buyer.

4. Changes and contract variations

- 4.1 The Buyer is entitled to change the scope and extent of the agreed goods and/or services, even when this results in contract variations.
- 4.2 If, in the opinion of the Seller, such a change affects the agreed-upon price and/or the delivery date, it shall inform the Buyer forthwith and in writing, and issue a new quotation regarding the price and term associated with it, as well as the consequences for the other work to be carried out by the Seller. No variations will be carried out until the Buyer has issued a written instruction for it.

- 4.3 Additional work the Seller could or should have foreseen at the time the Agreement was concluded to be in a position to deliver the agreed-upon supplies, or that is the result of a shortcoming on the part of the Seller, shall not be included in variations of the Agreement.

5. Transfer to third parties - Personnel

- 5.1 The Seller shall not transfer to a third party any part of any Agreements without the Buyer's written permission. The Buyer has the right to make any permission subject to conditions.
- 5.2 Transfer of the Seller's obligations to a third party does not release the Seller from any obligation or liability arising from the order placed with it.
- 5.3 There shall be no direct employment relationship whatsoever between the Seller and/or its personnel, on the one hand, and the Buyer, on the other.

6. Delivery of goods and execution of services

- 6.1 Delivery should take place in the manner and at the place and time set out in the Agreement.
- 6.2 Without prejudice to article 18 of the GTC's below, the mere fact of exceeding the delivery time by the Seller results in the Seller being in default.
- 6.3 Without prejudice to the provision in the previous paragraph, the Seller is obliged to inform the Buyer immediately of any delay or foreseeable delay in the execution of the Agreement.
- 6.4 The delivery is complete at the moment when the goods have been received by or on behalf of the Buyer and the Buyer has signed for delivery. The latter signing does not affect the fact that the goods delivered can later be rejected under the terms of article 9 of these GTC's. Furthermore, the Seller cannot derive any rights from the signing and such signing therefore does not prevent the Buyer from exercising (for instance) its rights on the grounds (among others) of a default on the part of the Seller.
- 6.5 The provision of services is completed when the Buyer has confirmed in writing that the services provided have been performed or that the services provided have been approved. The Seller cannot derive any rights from such confirmation or approval and the confirmation or approval therefore does not prevent the Buyer from exercising (for instance) its rights on the grounds (among others) of a default on the part of the Seller.

7. Packaging

- 7.1 Goods are packaged, protected in the best way possible and marked in accordance with Buyer's instructions, all at the risk and expense of the Seller, so that they are delivered in good condition and can be safely transported and offloaded.
- 7.2 The Seller carefully observes any special packaging and transportation requirements instructed by the Buyer.
- 7.3 If the Seller does not comply with the stipulations mentioned above, the Buyer will have the right to refuse delivery of the goods concerned. In that event the goods are regarded as undelivered.
- 7.4 Where containers or packaging must be returned to the Seller, this must be clearly stated in the waybill. The containers and packaging in question must then be returned to the Seller at its risk and expense, unless otherwise expressly agreed upon in writing.
- 7.5 The Seller is obliged to compensate the Buyer for any damage it suffers as a result of goods that are not properly packaged, protected, transported and/or marked, and to indemnify the Buyer for all possible claims concerning damage suffered by third parties as a result.

8. Health, Safety and Environment

- 8.1 The Seller and (subordinate) third parties acting on the instructions of the Seller are obliged to observe all legal safety, health and environmental regulations.
- 8.2 The Seller and (subordinate) third parties acting on the instructions of the Seller are obliged to observe the procedures and instructions of the Buyer in the field of health, safety and environment. Copies of the procedures instructions and conditions referred to in this article are made available by the Buyer upon first request.
- 8.3 The Seller ensures that its presence and the presence of (subordinate) third parties acting on its instructions do not obstruct the progress on the Buyer's site, and in its buildings and factories.
- 8.4 Prior to the delivery of goods and/or services, the Seller should gather information on the required state and circumstances on the site, in buildings and factories where the goods and/or services are to be delivered.
- 8.5 Any unsafe situation detected by the Seller with respect to safety provisions should be rectified by the Seller (if attributable to Seller) and immediately reported to the Buyer (in any case).
- 8.6 The Seller shall clean up remains of materials, wrapping and packaging materials as well as contamination as a result of its work and, unless otherwise agreed, dispose of this. Chemical materials that are left over, such as paints, adhesives, solvents and all other materials harmful to the environment, including the corresponding packaging, shall be collected by the Seller itself and disposed of in accordance with the statutory regulations.

9. Inspection

- 9.1 The Buyer is at all times entitled to subject the goods delivered (or to be delivered) to an inspection or to have these subjected to an inspection, or to investigate whether the services provided have been executed in conformity with the Agreement and these GTC's. The Seller is obliged to give its full cooperation to the inspection or the investigation.
- 9.2 In the event of rejection, the Buyer shall inform the Seller of the rejection. The Buyer shall store the rejected goods, or have the goods stored, at the risk and expense of the Seller. If the Seller has not taken back the goods within a period of 14 days after the Buyer has informed the Seller that the goods delivered have been rejected, then the Buyer is entitled to return the goods to the Seller at the Seller's risk and expense, without the Seller's approval being required. If the Seller should refuse to take delivery of the goods, the Buyer is entitled to store, sell or destroy the goods at the risk and expense of the Seller.
- 9.3 The Seller cannot derive any rights from the results of an inspection or investigation or from the non-occurrence of an inspection or investigation.
- 9.4 Unless expressly agreed upon otherwise in writing by the parties, the Buyer is never bound by any period set by the Seller in which the Buyer should inform the Seller that the goods delivered have been rejected or after which the Buyer can no longer lodge a complaint.

10. Ownership and risk

- 10.1 The risk with regard to the goods to be delivered shall pass to Buyer as per the Incoterm agreed in the Agreement. If no (specific) Incoterms are agreed to, the Incoterm DDP (Delivery Duty Paid) (Incoterms 2020) will apply. The risk will not pass to Buyer if the goods are rejected by the Buyer upon or after delivery.
- 10.2 The Seller guarantees that unencumbered ownership of goods is acquired.
- 10.3 The Seller waives any retention rights it may have.
- 10.4 The Seller has to take out insurance against transit damage, at its own risk and expense.
- 10.5 At the request of the Buyer, ownership of the goods may pass before the moment of delivery. In such cases, the Seller is obliged to keep these materials in its custody, clearly marked as being the property of the Buyer, and to provide the Buyer with a certificate of ownership if so required.
- 10.6 The Seller is liable for the loss of or damage to the goods referred to in article 10.5. In the event that a third party claims to have a right to the goods referred to in article 10.5 and/or

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seizes the aforementioned goods, the Seller will notify the third party in question of the fact that the Buyer is the owner of these goods, and he shall notify the Buyer of the claim and/or seizure. The Buyer is at all times entitled to remove the materials and goods it owns from their location and to access the areas used for that purpose at or by the Seller.

11. Prices, Invoices and Payment

- 11.1 Billing is subject to delivery of the goods and/or services.
- 11.2 All prices are fixed and apply Delivered Duty Paid in conformity with the Incoterms (2020) and include, unless it has been otherwise agreed in writing, assembly, instruction, packaging, transport, storage, delivery, insurance, excise duties and other delivery expenses and generally include all the costs of complying with the Seller's obligations.
- 11.3 The Buyer shall pay the goods supplied or the services provided within 30 (thirty) days, starting at the end of the month of the invoice date, unless expressly otherwise agreed upon in writing and on condition that the goods supplied or the services provided have been approved and after receipt of all relating documentation, including the correctly addressed complete invoice.
- 11.4 Failure to comply with the requirements relating to invoice data, advice notes and packing lists and failure to complete such documents with all necessary data will give the Buyer the right to suspend its obligation to pay the Seller.
- 11.5 Payment by the Buyer shall not constitute recognition that the goods and/or services are in conformity with the Agreement and shall not imply in any manner whatsoever any waiver of rights.
- 11.6 Prices are not changed unless the order states the circumstances that may result in price adjustment, as well as the manner in which the adjustment is to be made.
- 11.7 The Buyer has the right to set off amounts owed to the Seller under the Agreement against whatever amount he owes the Buyer for whatever reason.
- 11.8 In the event of defaulting on an invoice payment obligation by the due date, the Buyer shall owe only interest on the amount in question and only with effect from the date the Seller has given the Buyer written notice of default. In that event, the Buyer will owe the lower of the following interest rates: either the European interbank credit rate with a term of three months (3 months Euribor) applicable on the date of the notice of default or, the statutory interest rate in force on the date of the notice of default.

12. VAT registration number

Parties undertake to provide each other with their correct VAT registration numbers. If the Seller fails to comply with the obligations, then the Seller shall pay to the Buyer any VAT and other amounts insofar as the Buyer may be owing such amounts due to the Seller's non-compliance.

13. Accreditations, permits and registration - tax and social security debts

- 13.1 If the Seller carries out contracting work, then it is required to have in its possession all accreditations and permits as prescribed by law and required for the execution of the Agreement. The Seller is obliged to inform the Buyer of any changes immediately. Should any problems arise due to Seller's negligence, the Buyer reserves the right to immediately and without further notice of default nor judicial intervention legally dissolve the Agreement ipso iure and furthermore to recover from the Seller any additional costs and any fines.
- 13.2 Pursuant to statutory legislation with respect to joint and several liability for tax and social liabilities of a supplier, the Buyer is jointly and severally liable in its capacity of principal for any tax and social security debts incurred by the Seller should such liabilities exist at the time of conclusion of any Agreement or at the time of payment of the price. This joint and several liability does not apply if the Buyer makes such deductions pursuant to the aforementioned statutory legislation from the invoices of the Seller, and transfers these deductions to the relevant administration (of the Belgian Social Security (RSZ) and/or tax administration). In such cases, the Seller shall be obliged to provide the Buyer with a certificate listing the tax and social security debts. The Buyer reserves the right in such cases to immediately terminate the Agreement without further notice of default nor judicial intervention and to recover from the Seller any costs incurred or fines, if applicable, arising from the aforementioned legal system of joint and several liability for the Seller's tax and social security debts.
- 13.3 The Seller shall (if available) use Buyer's registration platform (for uploading and storing amongst others Seller's abovementioned accreditations and permits) and shall keep such accreditations and permits fully up-to-date within this platform.

14. Guarantee

- 14.1 The Seller guarantees that the goods to be supplied or the services to be provided meet the Agreement. Such guarantee should at least include that:
 - (i) the goods have the characteristics that have been promised;
 - (ii) the goods are new and have no defects and are free of any third party rights;
 - (iii) the goods or services are fit for the purpose for which the assignment / order was given or for which the Agreement was concluded;
 - (iv) the services are executed expertly and without interruption;
 - (v) the goods or services are compliant with any requirements set by or by virtue of the law and/or applicable rules of self-regulation and/or requirements set by the Buyer, including requirements as to quality, health, safety, and environment, both in the country of delivery as in the country for which they are destined;
 - (vi) the goods are complete with the name of the manufacturer or of the party that markets the goods;
 - (vii) the goods are complete with and accompanied by all data and instructions required for correct and safe use; and
 - (viii) the goods are complete with and accompanied by all documentation required by the Buyer, irrespective of the question whether the documentation was requested by the Buyer before, during or after the conclusion of the Agreement.
- 14.2 The Seller is required to obtain information on the Buyer's usage of the goods and guarantees that the goods are suitable for this usage. The Seller warrants that the goods are complete and ready for use. The Seller ensures, inter alia, that all parts, consumables, tools, spare parts, directions for use, as-built-drawings, quality, inspection and material certificates and instruction booklets required for achieving the purpose stated by the Buyer are included in the goods, even if they are not mentioned by name.
- 14.3 If it turns out that – irrespective of the results of any preceding inspections – any goods provided do not meet the provisions of this article, then the Seller shall at its own expense and at the discretion of the Buyer and at the Buyer's first request repair or replace the goods, or supply what is missing, unless the Buyer prefers to terminate the Agreement in conformity with the provisions of article 21 of these GTC's and without prejudice to any other rights of the Buyer arising from any failure to perform (including the right to damages). Any costs related to this (including cost of repair and disassembly) shall be borne by the Seller.
- 14.4 In urgent cases and in cases where it has to be assumed in all reasonableness after consultation with the Seller that the Seller will fail to meet its guarantee obligations, then the Buyer is entitled to effect repair or replacement itself at the expense of the Seller or to have a third party effect such repair or replacement, without the Seller being discharged from its obligations under the Agreement.
- 14.5 The Seller guarantees that the Buyer can purchase from the Seller for a period of 10 (ten) years the spare parts for the goods concerned and the maintenance required to keep them in a good condition, at competitive prices.

- 14.6 The Seller warrants that the goods and substances forming part of the Supplies that are produced or imported in the European Economic Space are in conformity with Council Regulation 1907/2006 of 18 December 2006 concerning the Registration, Evaluation, authorization and Restriction of Chemicals (REACH) and to any future amendments of and additions to this Regulation.
- 14.7 Unless agreed upon expressly otherwise in writing, a guarantee period shall apply of at least 3 (three) years as from the date of delivery of the goods or the execution of the services.
- 14.8 Any agreed guarantee period shall resume upon acceptance of the executed repair, the replacement or replenishment to which the guarantee provisions apply.

15. Recall

- 15.1 If any defect in the goods delivered (including packages), becomes known to one of the parties, the party is obliged to inform the other party immediately of such defect, stating:
 - a. the type of defect;
 - b. the goods affected;
 - c. any other information that may be relevant.
- 15.2 The parties shall then in consultation with each other take any measures necessary given the circumstances. The measures to be taken may mean discontinuation of deliveries, discontinuation of the manufacturing of products, blocking of stocks of products (whether or not at customers) and/or a recall. Solely the Buyer is entitled to decide whether any measures and, if so, which of the aforementioned measures will be taken and how the execution thereof shall take place. Insofar as applicable, the Buyer shall take into account that it has to protect its reputation. The Seller should participate in any reasonable way in the execution of such measures and, insofar as the Seller is to blame, bear the costs thereof.
- 15.3 The Seller is obliged to keep secret any information relating to measures that may or will be taken.

16. Liability

- 16.1 Any failure of the Seller to meet its obligations entitles the Buyer to oblige the Seller to undo partially or fully the failure and/or its consequences at the risk and expense of the Seller.
- 16.2 The Seller is liable for any loss that is suffered by the Buyer and/or any subsequent purchasers or users, including – eventually – the consumer of the goods delivered (whether or not processed) due to a failure of the Seller to meet its obligations and/or due to any act or failure to act by the Seller or by the Seller's staff or any third parties engaged by the Seller. The Seller shall be liable for both direct and indirect losses.
- 16.3 The Seller holds the Buyer harmless against all claims from third parties, including but not limited to damage caused by the end-product made with the delivered goods but that is attributable to a deficiency in the goods delivered by the Seller to the Buyer.
- 16.4 As a guarantee for its liability pursuant to the law and these GTC's, the Seller shall contract, and renew as and when required, adequate insurance cover adapted to the work and the risks and furthermore insure all risks arising from its business operations that are insurable at normal conditions and renew such insurance as and when required. At Buyer's request, the Seller shall submit without delay (a certified copy of) the insurance policies and proof of payment of the premiums. The Seller hereby cedes in advance all rights to insurance claim proceeds, insofar as relating to damage for which the Seller is liable vis-à-vis the Buyer. The Seller's liability shall not be restricted by its insurance obligation, nor by the extent of the cover of this insurance.
- 16.5 To the extent permitted by applicable law and save in the event of intent, fraud, deceit, grave error or other cases of mandatory liability, the Buyer is not liable vis-à-vis the Seller for any damage whatsoever arising from or related to failure to perform the Agreement, perform it properly or on time, or by breach of any contractual or noncontractual obligation by the Buyer.
- 16.6 Without prejudice to mandatory, applicable law, compensation for damages caused by any non-performance of any contractual obligation stipulated in the Agreement by an auxiliary person (such as but not limited to employees, subcontractors, representatives, ...) appointed by any party, is only ground for a contractual liability claim against such party itself and is in any case no ground for an extra-contractual liability claim against the relevant auxiliary person, even if the event giving rise to the damages also constitutes a tort.

17. Intellectual property rights

- 17.1 The Seller grants to the Buyer a non-exclusive, eternal, irrevocable, global and transferable right to use any intellectual property rights regarding goods and/or services provided by the Seller. This right of use includes the rights to grant such right of use to (possible) purchasers or other third parties with whom the Buyer has relations in respect of the running of its business.
- 17.2 The Seller guarantees that the use (including resale) of goods supplied or services provided by the Seller will not infringe on any intellectual property rights or other (property) rights of third parties.
- 17.3 The Seller indemnifies the Buyer against any claims by third parties arising from any infringement on the rights set out in article 17.2 and the Seller shall compensate the Buyer for any ensuing losses.
- 17.4 Insofar as the Buyer makes available to the Seller any means of which the Buyer possesses an intellectual property right, the Seller acknowledges that the Buyer is and shall at all times remain the owner of such means and that the Seller shall not obtain any intellectual property rights or title as regards such means. The Seller shall manage all means referred to in this paragraph at its own risk and expenses and keep them in good repair. The Seller shall not use the means for or have the means used by third parties unless the Seller has been authorized in writing by the Buyer to do so.
- 17.5 If the Seller, within the scope of the Agreement, develops goods for the Buyer, then any intellectual property rights to be invoked shall accrue exclusively to the Buyer. Any fee for this shall be deemed to be included in the agreed price of the goods. Insofar as necessary the Seller shall render full assistance in the creation or the transfer of such rights to the Buyer.

18. Force majeure

In the event of force majeure on the part of one of the parties, the fulfillment of the Agreement shall be suspended for the duration of the force majeure period, without any of the parties being liable for compensation as regards the other party. If the situation of force majeure should last longer than 24 (twenty four) hours, the other party shall have the right to terminate the Agreement with immediate effect and without court intervention by giving notice in writing, without any right to damages arising. Force majeure shall mean: explosion, epidemic, pandemic, flood, tempest, fire or accident, war or threat of war, riots, terrorist acts, sabotage, insurrection, civil disturbance or requisition, restrictions, regulations, prohibitions or measures of any kind on the part of authority; import or export regulations or embargoes. Force majeure on the part of the Seller shall in no event be understood to mean: staff shortage, strikes, non-performance by any third party engaged by the Seller, transport problems on the part of the Seller or any third parties engaged by the Seller, failure of equipment, liquidity and/or solvency problems at the Seller or government measures affecting the Seller.

19. Hardship

- 19.1 If a party deems that it has incurred Hardship (as defined below), then this party is entitled to request the other party to renegotiate the Agreement accordingly. Such party can invoke these renegotiations by delivering written motivation of the occurrence of said Hardship within 30 (thirty) days after said party has deemed to have incurred Hardship. The parties shall then renegotiate the Agreement in good faith during 30 (thirty) days after receipt of

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the abovementioned written motivation by the other party, whilst the invoking party shall continue to perform its obligations under the Agreement in full.

- 19.2 If the other party refuses to renegotiate the Agreement in good faith or if the parties fail to reach consensus in regard of the renegotiations during the abovementioned 30 (thirty) days, then the parties agree that the issue of the Hardship shall be finally and bindingly settled under the ICC Rules of Arbitration by one arbitrator (the “**Rules**”) and in accordance with those Rules. The seat of the arbitration shall be Brussels-Belgium. The arbitration shall be conducted in English. The arbitrator shall then bindingly (i) decide whether the invoking party has incurred Hardship and, if so, (ii) implement new, adequate and appropriate terms and conditions of the Agreement, given the specific changed circumstances due to which the invoking party has incurred Hardship. During the arbitration, the invoking party shall continue to perform its obligations under the Agreement in full.
- 19.3 If said arbitrator judges that the invoking party has incurred Hardship, then the Hardship disputing party shall bear all costs of the arbitration. If said arbitrator judges that the invoking party has not incurred Hardship, then said invoking party shall bear all costs of the arbitration.
- 19.4 Article 5.74 of the Belgian Civil Code is expressly excluded (if Belgian law is applicable).
- 19.5 Hardship means: an event in which, due to a change of circumstances, which couldn't have been foreseen upon conclusion of the Agreement, performance becomes excessively burdensome or unreasonable for a party, who did not accept to bear the related risk, in such a way that unaltered performance of the Agreement cannot reasonably be demanded anymore from such party, such as but not limited to (i) a cost-decrease for a (performing) party, due to for example price decreases of raw materials and/or energy and/or abundance of raw materials and/or (iii) loss of value of the consideration, which was promised upon conclusion of the Agreement, for a (paying) party.

20. Secrecy

- 20.1 The Seller acknowledges that in the context of (the execution of) any Agreement it may come into possession of confidential information of the Buyer and/or its Affiliates. Such confidential information shall remain the exclusive property of the Buyer and must not be disclosed to any third party or be used in any other way for any purpose other than the execution of the Agreement without prior written consent.
- 20.2 Also, the Seller shall not disclose any information about its relationship with the Buyer to any third party without express written consent from the Buyer.
- 20.3 Unless the Buyer gives written permission, the Seller shall not use the name ‘Kaneka’ either in its publicity and advertising material or in any other manner whatsoever.
- 20.4 The Seller is obliged to impose the same obligation as referred to in article 20 upon its employees or any third parties it engages in the execution of the Agreement. The Seller warrants that such employees / third parties shall not act in breach of the duty of secrecy and/or non-use.

21. Termination

- 21.1 Each party, at its own discretion, shall be entitled to suspend partially or fully the execution of all Agreements between the parties, or to terminate these Agreements, by giving notice in writing, without court intervention (and with immediate effect) (without the terminating party being liable to pay any damages) in the event that:
- (a) the other party has committed a material breach of such Agreement, provided that a “material breach” for the purpose of this article means any failure by a party to carry out all or part of its contractual obligations resulting in such detriment to the other party as substantially to deprive it of what it is entitled to expect under such Agreement, including, but not limited to, lack of payment or delivery of goods or late payment of undisputed invoices;
- (b) the other party, who has committed a breach of the Agreement, which is capable of remedy, fails to remedy that breach within 30 (thirty) days of receipt of a written notice requiring that the breach be remedied;
- (c) the other party has committed a grave error, which renders all further professional collaboration between the parties immediately and definitively impossible;
- (d) the other party commits an act of fraud, intent, misconduct or gross negligence arising out of or in connection with the performance of its obligations under such Agreement;
- (e) the other party is declared bankrupt, or goes into liquidation (except for the purpose of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under the Agreement), makes any voluntary arrangement with its creditors, becomes subject to an administration order, has been dissolved or entered into liquidation commences proceedings to be wound up, or on the occurrence of any similar event according to the laws of its domicile;
- (f) the other party ceases, or threatens to cease, to carry on business, or its ability to carry out its obligations hereunder is prevented or substantially interfered with for any reason whatsoever (whether or not within the control of that party) including without limitation by reason of any regulation or law or any act of state or other action of a government; or
- (g) an event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject, that has an effect equivalent or similar to any of the events mentioned above in this article.
- 21.2 Notwithstanding the above, if any event mentioned above is applicable in regard of the Seller, then Buyer is entitled, ipso jure, immediately and without notice, to postpone the performance of all payments with immediate effect, without any judicial orders being necessary and to claim immediate payment of all debts, including those not yet due, notwithstanding any agreement entered into beforehand and without prejudice to any other right or compensation of which Buyer could benefit under the Agreement or the law.
- 21.3 In exceptional circumstances and to the extent permitted by applicable law, Buyer is entitled to terminate the Agreement ipso jure, without judicial intervention and compensation on an anticipatory basis if it is justifiably concerned that (i) the Seller, after having been given written prior notice by Buyer to provide adequate guarantees for the proper performance of its obligations under the Agreement within a reasonable period of time, will not perform its obligations in time and (ii) that the consequences of such non-performance are sufficiently serious for Buyer. Such circumstances can amongst others consist out of Seller's inability to obtain any raw material, energy source, equipment, labour or transportation, required for the production, sale and delivery of the goods from Seller's respective usual sources of supply and/or Seller's upstream suppliers being affected by any of the aforementioned events, Seller's prior late or non deliver(y)ies of goods, apparent cash-flow problems and/or any indications of loss or deterioration of creditworthiness. Article 5.90, 2nd paragraph, Belgian Civil Code (if Belgian law is applicable) cannot be invoked by Seller.

22. Compliance with laws and sanctions, anti-bribery and anti-corruption, respect for human rights and right of audit

22.1 Compliance with laws and sanctions

- 22.1.1 The Seller represents that it is familiar with and will comply with all applicable laws and regulations in the performance of any Agreement and/or regarding import, transport, export, storage and use of the goods and will notify the Buyer immediately upon becoming aware of any material breaches of applicable laws relating to performance of such Agreement and remedy non-compliance as soon as possible.
- 22.1.2 Each party represents and warrants that:
- (a) neither itself nor any of its employees, directors, executives, agents and/or representatives are related to, controlled by, supervised by or managed by any legal entity, individual, country or territory which are subject to any financial, embargo or asset freezing related economic sanctions and/or general export or import sanctions, issued or managed by the European Union, the United Nations Security Council, the

United States' Office of Foreign Assets Control (“**OFAC**”) and/or the United Kingdom's Majesty's Treasury and/or other corresponding authorities and governmental bodies competent in the field of trade sanctions, including any inclusion in the OFAC Specially Designated Nationals and Blocked Persons List or the OFAC Foreign Sanctions Evaders List or listed/defined under any other similar applicable laws and regulations (the “**Sanctions**”);

- (b) neither itself nor any of its employees, directors, executives, agents and/or representatives sell to, buy or acquire from, exchange, invest in, or do business with, or have any activity in relation to, either directly or indirectly, any country or territory subject to Sanctions;
- (c) neither itself nor any of its employees, directors, executives, agents and/or representatives take part or perform any transactions connected with goods, capital, financial resources, assets and/or securities derived, originated, held or owned by any legal entity or individual subject to Sanctions.
- 22.1.3 Within a maximum period of 48h (forty-eight hours) of its knowledge, each party shall notify the other party in writing whether any action taken by the first mentioned party may be considered a breach of the Sanctions, or a behaviour inconsistent with, or likely to expose the other party and/or its Affiliates to restrictive measures or penalties under the Sanctions.
- 22.2 Anti-bribery and anti-corruption
- 22.2.1 The parties shall comply with all applicable laws, statutes, regulations, decrees and/or official government orders and codes relating to anti-bribery and anti-corruption.
- 22.2.2 The parties specifically undertake that no payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, money laundering, extortion or other unlawful or improper means of obtaining or retaining business or business advantage shall be made, offered, given, authorized or promised to: any person or entity (including, for the avoidance of doubt, any government official; any political party or official thereof; any candidate for political office; or any other person, individual or entity at the suggestion, request or direction of or for the benefit of any of the above- described persons and entities) by any of its owners, directors, officers, employees and other associated persons.
- 22.2.3 Each party:
- (a) will not do, or omit to do, any act that will cause or lead the other party to be in breach of any of the above, and
- (b) will notify the other party promptly of any request or demand for any undue financial or other advantage of any kind received from any person in connection with the performance of any Agreement, and
- (c) if requested, will assist the other party in complying with its obligations under the law and understands that any breach of this clause will amount to a material breach of any Agreement, and
- (d) will indemnify the other party against any losses, liabilities, damages, costs (including legal fees) and expenses incurred by, or awarded against, such other party as a result of any breach by a party of this clause.
- 22.3 Respect for human rights
- 22.3.1 Each party should respect human rights. This means that it should avoid infringing on the human rights of others and should address adverse human rights impacts with which it is involved. This responsibility of each party to respect human rights refers to internationally recognized human rights – understood, at a minimum, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labor Organization's Declaration on Fundamental Principles and Rights at Work. This responsibility to respect human rights requires that each party: (a) avoids causing or contributing to adverse human rights impacts through its own activities, and addresses such impacts when they occur; and (b) seeks to prevent or mitigate adverse human rights impacts that are directly linked to its operations, products or services by its business relationships, even if it has not contributed to those impacts.
- 22.4 Right of audit
- 22.4.1 Buyer may conduct inspections of Seller's facilities, plants, and/or other business premises in regard of Seller's compliance with this article 22 and/or any Agreement, provided that any such inspection shall require at least 30 (thirty) days' prior written notice to Seller. Inspections shall be limited to 1 (one) per calendar year unless in exceptional circumstances. All inspection costs, including travel and testing expenses, shall be borne solely by Buyer, unless if subsequently a breach by Seller of this article 22 and/or any Agreement is proven due to such inspection. Such inspections shall be conducted only in areas directly related to Seller's performance of this article 22 and/or any Agreement, during Seller's regular business hours, and in a manner that minimizes disruption to Seller's operations. Seller may require Buyer's representatives to sign appropriate confidentiality agreements before accessing any of Seller's facilities, plants, and/or other business premises. All inspection findings shall be limited to matters directly related to Seller's compliance with this article 22 and/or any Agreement.
23. **Buyer's reporting obligations (CSR D)**
- 23.1 Parties acknowledge that Buyer is subject to (reporting) obligations under the European Union's Corporate Sustainability Reporting Directive (CSRD – 2022/2464/EU) and that Buyer shall thus be entitled to request all information from Seller which Buyer requires to comply with such of its obligations under the Corporate Sustainability Reporting Directive.
- 23.2 Seller shall make available to Buyer all requested information required for Buyer's compliance with the obligations under the Corporate Sustainability Reporting Directive within 2 (two) weeks after Buyer's simple written request for such information.
24. **Data protection**
- In case the Seller, in the course of the performance of any respective Agreement, receives from the Buyer or otherwise obtains personal data related to employees of the Buyer and/or its Affiliates (“**Personal Data**”) the following provisions shall apply:
- (a) Seller shall only be entitled to process Personal Data for the performance of the respective Agreement;
- (b) Seller shall not, except as permitted by applicable laws, process Personal Data otherwise, in particular disclose Personal Data to third parties and/or analyse such data for its own purposes and/or form a profile. This also applies to the use of anonymized data;
- (c) Seller shall ensure that Personal Data is only accessible by its employees, if and to the extent such employees require access for the performance of the respective Agreement (need-to-know-principle);
- (d) Seller shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws. In particular, Seller shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data;
- (e) Seller will not acquire ownership of or other proprietary rights to the Personal Data and is obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data;
- (f) Any right of retention of Seller with regards to Personal Data shall be excluded.
- (g) In addition to its statutory obligations, Seller shall inform the Buyer in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than 24 (twenty-four) hours after having become aware of it;
- (h) Upon termination or expiration of the respective Agreement, Seller shall, according to applicable laws, erase the Personal Data including any and all copies thereof.
25. **Disputes and applicable law**
- 25.1 All issues, questions and disputes concerning the validity, interpretation, enforcement, performance and termination of the legal relationship between Buyer and Seller are governed by and construed in accordance with Belgian law, and no effect shall be given to any other

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choice-of-law or conflict of laws rules or provisions (Belgian, foreign or international, including the UN Convention on the Sale of Goods dated 11 April 1980 (CISG) (if applicable)), that would cause the laws of any other jurisdiction to be applicable.

- 25.2 Without prejudice to article 19.2 of the GTC's, if any dispute, controversy or claim between Seller and Buyer arises out of, or in connection with, their legal relationship, they shall first of all use all reasonable endeavours to resolve the matter amicably. If such endeavours do not lead to a settlement, all disputes concerning the validity, interpretation, enforcement, performance and termination of the legal relationship shall be submitted to the exclusive jurisdiction of the court of Turnhout-Antwerp, except if Seller elects to bring proceedings in the country where Buyer is incorporated.

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