



The Dreamology Company  
—Make your dreams come true—

# GENERAL TERMS AND CONDITIONS OF SALE

(April 2025 – KANEKA EUROPE HOLDING COMPANY  
NV)

## 1. Definitions

In these general terms and conditions of sale, 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.

**Business day:** any day on which banks in Belgium are open for business.

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

**GTC’s:** these general terms and conditions of sale.

**Seller:** 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.

## 2. General

- Unless expressly agreed upon otherwise between the parties in writing, shall these GTC’s apply to any Agreement and supersede any other terms or conditions stipulated or referred to by Buyer. The Buyer’s general terms and conditions are therefore hereby expressly excluded, unless it has been expressly agreed upon otherwise in writing.
- Seller shall remain entitled to amend these GTC’s at any time. The latest version of the GTC’s is published on Seller’s website: [www.kaneka.be](http://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.
- Provisions set out in a specific Agreement shall take precedence over those set out in these GTC’s.
- 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.
- Buyer shall not assign any Agreement for the sale of goods or services, nor any rights hereunder, in whole or in part to any third party without the prior written consent of Seller. Transfer of the Buyer’s obligations to a third party does not release the Buyer from any obligation or liability arising from the order placed by it.
- 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.
- In case of nonconformity between the English and the Dutch text of the GTC’s, the Dutch text shall be binding. In case of nonconformity between the English and the Dutch text of the GTC’s and a translation hereof in another language, the English and the Dutch text shall be binding.

## 3. Offers and withdrawal in good faith from pending negotiations

An Agreement for supply of goods is only formed when Seller sends an order confirmation in writing or when orders are executed by Seller. To the extent permitted by applicable law, Seller makes all reservations to withdraw any pending offer and/or to withdraw in good faith from pending negotiations between Seller and Buyer.

## 4. Deliveries

- Seller will use reasonable endeavours to achieve delivery on time and in full. Delivery of up to and including +/- 5% (five percent) of the quantity or weight specified under the Agreement will constitute fulfillment of the Agreement and Buyer will be obliged to pay for the actual quantity or weight delivered. Seller will keep Buyer informed of any material variation from agreed delivery times. Buyer must provide proper and safe access and facilities to accept deliveries, and must reimburse any additional actual costs incurred by Seller if Seller suspends or refuses delivery when such access or facilities are not available or when unloading takes more than a reasonable time for a reason not attributable to Seller. Delivery to or use by Seller of any facilities does not constitute the approval by or acceptability to Seller.

- Notice of claims arising out of damage in transit must be lodged by Buyer directly with the carrier and in the CMR, and Seller shall be provided with a copy thereof.
- Any claim for shortage, must be made to Seller in writing within three (3) business days of receipt of the goods.

## 5. Prices and Payment

Unless expressly agreed upon otherwise between the parties in writing:

- The relevant price for the goods will be Seller’s price applicable on the date of loading;
- Payment shall be due, without deduction or discount no later than thirty (30) days after the date of the invoice. The date of invoice is the date of goods issue, meaning the date that the goods physically leave Seller. Seller, however, shall be entitled to request payment in advance of delivery, either in full or in part, or obtain security for the payment. The setting off or withholding of any payment by Buyer in respect of any claim shall not be allowed;
- Any late payment shall bear interest at a rate of one percent (1%) per month accrued annually and without prior written notice or demand. In addition, if any overdue amount is not paid within one (1) week of Buyer’s receipt of a written demand for payment, Buyer shall be liable for liquidated damages equal to the costs of collecting the amount due from Buyer including legal costs or ten percent (10%) of said overdue amount, whichever shall be higher;
- if there are reasonable doubts as to Buyer’s ability to pay, especially if Buyer is in default of payment, Seller may revoke agreed credit periods, suspend deliveries and make further deliveries dependent on Buyer providing acceptable security;
- quoted prices do not include any Value Added Tax (or its equivalent), or any other taxes or charges, if applicable. Buyer must promptly provide Seller on first request with all evidence required under local, national or EU laws to justify any request for exemption from VAT or other applicable taxes. Buyer will indemnify Seller against any tax, cost or penalty it may incur if the request for exemption is found not to be justified.

## 6. Transfer of Risk and Title

- 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 FCA (Free Carrier) (Incoterms 2020) will apply.
- All goods sold by Seller shall remain the property of Seller until it has received from Buyer all payments it is entitled to on the basis of the Agreement, including any damages, costs, interest and duties. Until such time as the property of the goods has passed to Buyer, Buyer shall ensure that the goods (i) are kept and maintained in good condition, (ii) are stored separately or marked so that they may be readily identified as the property of Seller, (iii) are not subject of any charge, pledge or lien, and (iv) are insured for their full replacement value against all risks.
- Buyer is entitled to already process the goods in its ordinary course of business. In such case, Seller’s retention of title shall extend to the new products. If the goods have been processed, combined or mixed with goods of others, Seller acquires joint title pro rata to that part of the new products representing the invoiced value of Seller’s goods in relation to the total value of the other products which have been processed, combined or mixed.
- Upon written request from Seller to Buyer:
  - Buyer shall provide Seller with all necessary information on Seller’s inventory of goods owned by Seller under this article 6 as well as on all claims assigned to Seller vis-a-vis the new products under this article 6, and;
  - Buyer shall identify on the packaging of the new products, Seller’s (pro-rata) joint title to the new products and shall notify its own customers of the assignment of the corresponding claims to Seller.

## 7. Limitation of Liability

- To the extent permitted by applicable law, none of the parties shall have any liability to the other for any indirect, special or consequential loss or damage, or for any loss of revenue, contract, pure economic loss, profit or goodwill, arising out of or in connection with any Agreement, whether in contract, tort (including negligence) or otherwise. In respect of all other loss or damage, if Seller is liable to pay damages, these damages shall not exceed the lower of the amount of the invoice for the goods or services that caused the damage, or, if the damage is covered by insurance, the amount actually paid by the insurance company to Seller.
- Except if permitted by applicable law, the aforementioned exclusion or limitation of liability shall not apply in cases of intent, fraud, deceit, grave error, damage to life, body or health, or mandatory liability under the Product Liability Acts or in other cases of mandatory liability.
- Buyer’s right to claim for warranty, damages or expenses shall expire 1 (one) year from the date of delivery. Except if permitted by applicable law, shall the above time limit not apply in cases of intent, fraud, deceit, grave error, damage to life, body or health, or mandatory liability under the Product Liability Acts or in other cases of mandatory liability.
- To the extent permitted by applicable law, the Seller shall not be liable to Buyer in case of impossibility or delay in the performance of its supply obligations under any Agreement if the impossibility or the delay is due to orderly compliance of regulatory and legal obligations in connection with the European Chemicals Regulation (REACH) being triggered by Buyer.
- Without prejudice to mandatory, applicable law, compensation for damages:
  - caused by any non-performance of any contractual obligation stipulated in the Agreement shall be exclusively governed by the rules of contract law, even if the event giving rise to the damages also constitutes a tort;

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- (b) 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.

#### 8. Warranties

- 8.1 Seller warrants to Buyer that the goods supplied will conform to agreed specifications. Any other conditions, warranties or terms, express or implied (whether by statute or otherwise), or warranties as to the quality or fitness for purpose of the goods are hereby excluded except in cases of intent, fraud, deceit, grave error, damage to life, body or health, or mandatory liability under the Product Liability Acts or in other cases of mandatory liability.
- 8.2 Seller refers to the published Safety Data Sheets regarding the goods (if applicable) and the Certificate of Analysis (if applicable). Buyer shall comply with the instructions given by Seller concerning the handling and processing of the goods. In particular, Buyer shall comply with the applicable Safety Data Sheet(s). Buyer shall also be responsible for the regular, successful performance of all necessary trainings regarding the handling and use of the goods (in particular, but not limited to such trainings required by the European Chemicals Regulation (REACH)). Any other information about properties, durability and other data shall be deemed to be guarantees only if they are agreed and indicated by Seller as such in written form. The European Chemicals Regulation's (REACH) identified uses, relevant for the goods, shall not imply any designated use under any Agreement nor an agreement on the corresponding contractual quality of the goods. Written and verbal information or advice about goods, equipment, plant, applications, processes and process instructions is based on research and experience in the field of applied engineering. Seller provides such information or advice, which is accurate to the best of its knowledge, subject to its right to modify and further develop it and such shall not be binding. The aforesaid shall not release Buyer of its obligation to verify the suitability of Seller's goods for the use intended by Buyer. Any information or advice from Seller is given and accepted at Buyer's risk and shall not relieve Buyer from undertaking its own investigations and tests.
- 8.3 Seller's warranty is limited to replacing defective or non-compliant goods or at the discretion of Seller, credit Buyer, in full or in part, for the amount of the invoice for the goods concerned.
- 8.4 Seller must be notified of any defects without delay, but not later than five (5) days from the delivery of goods or, in the case of latent defects, within five (5) days from the date such defect(s) is discovered or should have been discovered through reasonable investigation. Notification must be in writing and must precisely describe the nature and extent of the defects.
- 8.5 If Buyer claims alleged damage or defects of the goods, Buyer shall not further use the goods and shall retain the goods for inspection by Seller. Buyer is not entitled to return the goods to Seller without Seller's written consent. Any claims Buyer may have shall be forfeited if (a) the goods delivered are stored or used improperly; (b) Buyer fails to give written notice of the alleged defect within the terms as referred to above and fails to allow Seller to inspect the goods in the state they were upon delivery; (c) Buyer does not comply with any of its obligations towards Seller as laid down in the Agreement.

#### 9. Force Majeure

- 9.1 "Force Majeure", shall mean (without limitation): explosion, epidemic, pandemic, flood, tempest, fire or accident, war or threat of war, riots, terrorist acts, sabotage, insurrection, civil disturbance or requisition, strike, lock-outs, or other industrial actions or trade or labour disputes (except if involving solely employees of either Seller or Buyer), restrictions, regulations, prohibitions or measures of any kind on the part of authority; import or export regulations or embargoes; plant breakdowns or plant disturbances, general shortage of raw material, energy, interruption of power supplies, fuel or transportation facilities, obligatory orderly compliance of regulatory and legal obligations in connection with the European Chemicals Regulation (REACH) being triggered by Buyer or other disturbances beyond the reasonable control of the party concerned, which are not due to such party's negligence or wilful misconduct, and which constitutes a major impediment to or renders it impossible for such party to perform its obligations under the Agreement (other than Buyer's obligation to make payment for product received).
- 9.2 An event of Force Majeure shall release the affected party from such obligations for as long as and to the extent to which the event of Force Majeure impedes or prevents the performance of the Agreement in whole or in part, provided however, that the foregoing relief shall not be applicable to any obligation of the affected party to make any payments under any Agreement to the other party. Neither party shall be liable for any loss or damage suffered or incurred by the other party arising from the first party's delay in performing or failure to perform such obligations to the extent that and for so long as such delay or failure results from an event of Force Majeure. Force Majeure prolongs contractual deadlines and defers contractual dates by the duration of the Force Majeure plus an appropriate start-up period. Seller shall not be required to supplement its available supply of goods. Available stock of goods of Seller shall be allocated on a pro-rata basis (considering all delivery obligations of Seller).
- 9.3 A party being subject to an event of Force Majeure shall promptly notify the other party of the event and its expected duration.

#### 10. Hardship

- 10.1 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 days after receipt of the abovementioned written motivation by the other party; whilst the performance of the Agreement shall be suspended.
- 10.2 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 performance of the Agreement shall be suspended.
- 10.3 If said arbitrator judges that the invoking party has incurred Hardship, then 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.
- 10.4 Article 5.74 of the Belgian Civil Code is expressly excluded (if Belgian law is applicable).
- 10.5 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 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-increase for a (performing) party, due to for example price increases of raw materials and/or energy and/or shortage of raw materials and/or (ii) loss of value of the consideration, which was promised upon conclusion of the Agreement, for a (supplying) party.

#### 11. Termination

- 11.1 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 commencing 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.
- 11.2 Notwithstanding the above, if any event mentioned above is applicable in regard of the Buyer, then Seller is entitled, ipso jure, immediately and without notice, to postpone the performance of all orders 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 Seller could benefit under the Agreement or the law.
- 11.3 In exceptional circumstances and to the extent permitted by applicable law, the Seller 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 Buyer, after having been given written prior notice by Seller 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 Seller. Such exceptional circumstances can amongst others consist out of Buyer's prior late or non payment(s), Buyer's 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 Buyer.
- 11.4 Upon any termination of any Agreement, Seller shall be entitled to enter into Buyer's premises in order to remove any of the goods on which Seller retains title. The Buyer shall assist Seller hereby.

#### 12. Intellectual Property

By purchasing goods, Buyer shall not obtain any rights to any intellectual property in or relating to the goods, including (without limitation) any trade marks, copyright or patents, where such intellectual property is capable of registration, whether or not the same is registered. No Agreement grants Buyer the right and/or license to the Seller's goods and/or copyrights, trademarks, patents, trade secrets, know-how and/or any intellectual property and/or other rights owned by or licensed to the Seller, by implication, estoppel or otherwise. Buyer shall not directly or indirectly

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obtain or attempt to obtain in any country by registration and/or otherwise any industrial and/or intellectual property right embodied in and/or relating to the Seller's goods and/or copyrights, trademarks, patents, trade secrets, know-how and/or any intellectual property and/or other rights owned by or licensed to the Seller.

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

**13.1 Compliance with laws and sanctions**

13.1.1 The Buyer 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 Seller 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.

13.1.2 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.

13.1.3 Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation for use in the Russian Federation any goods supplied by Seller to Buyer (whether under any Agreement, any other supply agreement, purchase order and/or anything other) that fall under the scope of Article 12g of Council Regulation (EU) No. 833/2014 (or of any other article replacing such article). Buyer shall undertake its best efforts to ensure that the purpose of this article 13.1.3 is not frustrated by any third parties further down the commercial chain, including by possible resellers. Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this article 13.1.3. Any violation of this article 13.1.3 by Buyer shall constitute a material breach vis-à-vis Seller of these GTC's and Seller shall be entitled to seek appropriate remedies, including, but not limited to a penalty of 50,000,00 EUR or 20% of the total price (excl. VAT) of all products sold to Buyer, whichever is higher. Buyer shall immediately inform Seller about any problems in applying this article 13.1.3, including any relevant activities by third parties that could frustrate the purpose of this article 13.1.3. Buyer shall make available to Seller information concerning Buyer compliance with the obligations under this article 13.1.3 within 2 (two) weeks after Seller's simple written request for such information.

13.1.4 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.

**13.2 Anti-bribery and anti-corruption**

13.2.1 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.

13.2.2 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.

13.2.3 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.

**13.3 Respect for human rights**

13.3.1 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.

**13.4 Right of audit**

13.4.1 Seller may conduct inspections of Buyer's facilities, plants, and/or other business premises in regard of Buyer's compliance with this article 13 and/or any Agreement, provided that any such inspection shall require at least 30 (thirty) days' prior written

notice to Buyer. 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 Seller, unless if subsequently a breach by Buyer of this article 13 and/or any Agreement is proven due to such inspection. Such inspections shall be conducted only in areas directly related to Buyer's performance of this article 13 and/or any Agreement, during Buyer's regular business hours, and in a manner that minimizes disruption to Buyer's operations. Buyer may require Seller's representatives to sign appropriate confidentiality agreements before accessing any of Buyer's facilities, plants, and/or other business premises. All inspection findings shall be limited to matters directly related to Buyer's compliance with this article 13 and/or any Agreement.

**14. Seller's reporting obligations (CSRD)**

14.1 Parties acknowledge that Seller is subject to (reporting) obligations under the European Union's Corporate Sustainability Reporting Directive (CSRD – 2022/2464/EU) and that Seller shall thus be entitled to request all information from Buyer which Seller requires to comply with such of its obligations under the Corporate Sustainability Reporting Directive.

14.2 Buyer shall make available to Seller all requested information required for Seller's compliance with the obligations under the Corporate Sustainability Reporting Directive within 2 (two) weeks after Seller's simple written request for such information.

**15. Data Protection and client login interface**

15.1 In case the Buyer, in the course of the performance of any Agreement, receives from the Seller or otherwise obtains personal data related to employees of the Seller and/or its Affiliates ("Personal Data") the following provisions shall apply:

- (a) Buyer shall only be entitled to process Personal Data for the performance of the respective Agreement;
- (b) Buyer 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) Buyer 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) Buyer shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws. In particular, Buyer shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data;
- (e) Buyer 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 Buyer with regards to Personal Data shall be excluded;
- (g) In addition to its statutory obligations, Buyer shall inform the Seller 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, Buyer shall, according to applicable laws, erase the Personal Data including any and all copies thereof.

15.2 For the placement of orders by the Buyer, the Seller provides for respective client login interfaces. Buyer must carefully handle all login data (username and password) provided. In the event of loss or unauthorized access to these login data, Buyer shall immediately inform Seller in writing. Buyer is liable to the Seller for any damages resulting from such loss or unauthorized access to these login data and/or the late notification to the Seller of such loss or unauthorized access.

**16. Secrecy**

16.1 The Buyer acknowledges that in the context of (the execution of) any Agreement it may come into possession of confidential information of the Seller and/or its Affiliates (such as but not limited to pricing, rebates and/or other commercial conditions). Such confidential information shall remain the exclusive property of the Seller and must not be disclosed to any third party or be used in any other way for any purpose other than the execution of such Agreement without prior written consent.

16.2 Also, the Buyer shall not disclose any information about its relationship with the Seller to any third party without express written consent from the Seller.

16.3 Unless the Seller gives written permission, the Buyer shall not use the name "Kaneka" either in its publicity and advertising material or in any other manner whatsoever.

16.4 The Buyer is obliged to impose the same obligation as referred to this article 16 upon its employees or any third parties it engages in the execution of the Agreement. The Buyer warrants that such employees / third parties shall not act in breach of the duty of secrecy and/or non-use.

**17. Applicable law and jurisdiction**

17.1 All issues, questions and disputes concerning the validity, interpretation, enforcement, performance and termination of the legal relationship between Seller and Buyer are governed by and construed in accordance with Belgian law, and no effect shall be given to any other 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.

17.2 Without prejudice to article 10.2 of these 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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