UBE URETHANES
GENERAL CONDITIONS OF PURCHASE OF GOODS AND SERVICES

This Agreement applies only to the UBE Urethanes Business, the urethanes business of UBE Corporation. It does not apply to any other business of UBE, which is governed by separate terms.

Article 1 Definitions and Application

1.1 "Goods" means raw materials, chemicals, equipment, spare parts, packaging materials and other products under a Purchase Order; "Services" includes installation, commissioning, inspection, maintenance, technical support and other services; "Purchase Order" or "PO" means a written or electronic order issued by Buyer; "Specifications" means the PO, drawings, samples, technical standards, quality requirements and related documents; and "Applicable Laws" means all laws, regulations, mandatory standards, permits and regulatory requirements relevant to the Goods, Services or performance.

1.2 Each PO accepted by Seller is governed by this Agreement. Seller's sales terms in any quotation, acknowledgement, invoice or other document do not apply unless expressly accepted in writing by Buyer.

1.3 In case of conflict, the order of precedence is: (a) a specific agreement or amendment signed by both Parties; (b) the PO; (c) this Agreement; (d) Specifications and quality documents; and (e) Seller's quotation only to the extent expressly accepted by Buyer.

1.4 Buyer has no minimum-purchase, exclusivity or forecast-purchase obligation. Forecasts are for planning only.

Article 2 Purchase Orders

2.1 Seller shall confirm each PO in writing within five (5) Business Days. Failure to reject within that period, or commencement of performance, constitutes full acceptance.

2.2 Seller shall not change the Goods, materials, formulation, manufacturing site, process, packaging, delivery schedule or subcontractor without Buyer's prior written consent.

2.3 Buyer may change or cancel a PO before shipment. Seller shall stop affected work and mitigate costs. Buyer is liable only for reasonable, documented and unavoidable direct costs incurred before cancellation, excluding anticipated profit, indirect loss and overhead allocation.

Article 3 Price, Invoicing and Payment

3.1 PO prices are firm and, unless otherwise stated, include packaging, marking, handling, freight, insurance, export formalities, duties and all other performance costs. VAT or similar indirect tax shall be separately stated on a valid invoice. No price increase or additional charge is effective without Buyer's prior written approval.

3.2 Invoices shall accurately state the PO number, Goods/Services, quantity, unit price, currency, tax and other reasonably required information. The payment period for a defective invoice begins when a corrected invoice is received.

3.3 Unless the PO states otherwise, Buyer shall pay undisputed amounts within sixty (60) days after the later of acceptance of conforming Goods/Services and receipt of a valid invoice. Payment is not acceptance or waiver.

3.4 Buyer may set off against amounts payable any due amount owed by Seller to Buyer.

Article 4 Delivery, Title and Risk

4.1 Seller shall deliver at the time, place, quantity and Incoterms® 2020 rule stated in the PO. If no rule is stated, delivery is DDP Buyer's designated location. Time is of the essence.

4.2 Seller shall properly package and mark the Goods and provide commercial invoices, packing lists, certificates of origin, transport documents, SDS, COA and all other documents required by law or the PO. No early, partial or excess delivery is permitted without Buyer's written consent.

4.3 Seller shall immediately notify Buyer of any actual or anticipated delay, stating the cause, impact, corrective action and expected delivery date. Buyer may reject late Goods, require expedited shipment at Seller's cost, cover from a third party and recover the difference, or cancel the affected PO.

4.4 Unless otherwise agreed, title passes upon completed delivery. If Buyer has prepaid, the related

work-in-progress and procured materials shall be clearly identified as Buyer's property. Risk passes under the applicable Incoterms® 2020 rule; transfer of risk does not limit conformity, warranty or latent-defect obligations.

4.5 Goods shall be free of liens, security interests, retention-of-title claims and other third-party rights. Seller's retention-of-title terms are ineffective unless accepted in writing by Buyer.

Article 5 Inspection, Acceptance and Non-Conforming Goods

5.1 Buyer may reasonably inspect, test or audit the Goods, production and relevant records before shipment or after delivery. Inspection, payment or use does not relieve Seller.

5.2 Acceptance occurs only after Buyer has had a reasonable opportunity to inspect. Payment, use or failure to object immediately is not acceptance and does not affect latent-defect claims.

5.3 For Goods not conforming to this Agreement, the PO, Specifications, samples, law or required documents, Buyer may: (a) reject all or part; (b) require repair, rework or replacement; (c) return for refund; (d) repair or procure substitutes and recover the cost; or (e) accept at an equitable price reduction. Seller bears reasonable transport, inspection, removal, installation, storage, disposal and related costs.

Article 6 Warranties and Recall

6.1 Seller warrants that the Goods/Services: (a) conform to the PO, Specifications, samples and Applicable Laws; (b) are new, unused and free from design, material and workmanship defects; (c) are fit for ordinary use and any purpose communicated by Buyer or reasonably known to Seller; (d) are produced or performed by qualified personnel in accordance with good industry practice; and (e) do not infringe third-party rights.

6.2 Unless otherwise stated in the PO, the warranty expires on the later of twenty-four (24) months after acceptance or eighteen (18) months after first commercial operation. A new warranty period applies to repaired, replaced or re-performed items.

6.3 If a recall, market withdrawal or corrective action is attributable to Seller, Seller shall promptly notify Buyer, fully cooperate and bear reasonable investigation, notification, transport, replacement, disposal, customer-claim and regulatory costs.

Article 7 Compliance, Chemicals and Supply Management

7.1 Seller shall continuously comply with Applicable Laws, including anti-bribery, anti-corruption, competition, export control, sanctions, anti-money laundering, labor, environmental, occupational health and safety, and human-rights requirements, and shall ensure equivalent compliance by subcontractors.

7.2 For chemicals or dangerous goods, Seller shall provide the latest SDS and, where applicable, a COA; correctly classify, package, label, store and transport the Goods; and promptly notify any change affecting regulatory status, safe use or classification.

7.3 Seller shall give at least ninety (90) days' prior written notice of any manufacturing-site, process, raw-material, formulation, specification or quality-control change that may affect quality, performance, compliance or intended use. Where the PO or a quality agreement requires approval, no change may be implemented without Buyer's written approval.

7.4 Seller shall maintain appropriate quality and business-continuity systems. It shall promptly notify any material risk of supply interruption and implement reasonable alternate sourcing, backup production, inventory or other mitigation.

7.5 Upon reasonable notice, Buyer may audit relevant facilities, systems and records, and Seller shall cooperate.

Article 8 Intellectual Property and Buyer Property

8.1 Each Party retains its pre-existing intellectual property. Drawings, formulations, data, samples, molds, tools and other materials supplied or funded by Buyer remain Buyer's property, shall be used only to perform this Agreement and shall be returned on request.

8.2 Seller warrants that the Goods, Services and their intended use do not infringe third-party intellectual property. Seller shall defend and indemnify Buyer and, at Buyer's option, obtain a continued right of use, modify or replace with a non-infringing equivalent, or refund the price and bear reasonable replacement costs.

Article 9 Confidentiality

9.1 The receiving Party shall keep confidential the other Party's non-public technical, commercial, pricing, formulation, customer, sample and other information, use it only for this Agreement, and protect it with at least reasonable care.
9.2 Disclosure is permitted only to Affiliates, personnel, advisers or approved subcontractors with a need to know and equivalent duties, or where legally required.
9.3 On termination or Buyer's request, Seller shall return or destroy Confidential Information. Duties survive for five (5) years after termination; trade secrets remain protected while legally qualifying as trade secrets.

Article 10 Indemnity, Liability and Insurance

10.1 Seller shall indemnify and hold harmless Buyer, its Affiliates, personnel and customers from losses, liabilities, claims, penalties and reasonable legal fees arising from: (a) Seller's breach; (b) defective Goods/Services; (c) bodily injury, death or property damage; (d) intellectual-property infringement; (e) legal non-compliance; or (f) fault of Seller, its personnel, agents or subcontractors.
10.2 Recoverable costs include reasonable inspection, transport, replacement, rework, removal, installation, storage, recall, disposal and mitigation costs. Inspection, acceptance, payment and Seller's insurance do not limit liability.
10.3 Seller shall maintain insurance appropriate to the Goods/Services, including commercial general liability, product liability, employer's liability/workers' compensation and other reasonably requested coverage, and shall provide evidence upon request.

Article 11 Force Majeure

11.1 A Party is excused only to the extent performance is directly prevented by an event beyond its reasonable control that could not reasonably be foreseen, avoided or overcome. It shall notify the other Party within five (5) Business Days, provide reasonable evidence, mitigate continuously and resume promptly.
11.2 Raw-material shortage, equipment failure, subcontractor default, labor shortage or cost increase is not force majeure unless directly caused by an event meeting Article 11.1.
11.3 If force majeure continues for more than thirty (30) days or materially affects Buyer's operations, Buyer may cancel the affected PO or terminate this Agreement without liability.

Article 12 Term and Termination

12.1 This Agreement remains effective until either Party gives thirty (30) days' written notice. Existing POs remain governed unless Buyer states otherwise.
12.2 Buyer may terminate all or part of this Agreement or a PO for convenience on thirty (30) days' notice, with settlement under Article 2.3.
12.3 Buyer may terminate immediately if Seller materially breaches and fails to cure within fifteen (15) days after notice, repeatedly delays or supplies non-conforming Goods, becomes insolvent, ceases business, violates compliance obligations, commits fraud or bribery, or makes an unauthorized assignment or subcontract.
12.4 Termination does not affect accrued rights. Seller shall return Buyer property and Confidential Information, deliver Buyer-paid work and reasonably assist transition. Warranties, intellectual property, confidentiality, indemnity, dispute resolution and provisions intended by nature to survive remain effective.

Article 13 Governing Law and Dispute Resolution

13.1 This Agreement and each PO are governed by the laws of the People's Republic of China, excluding conflict rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
13.2 The Parties shall first negotiate in good faith. If unresolved thirty (30) days after written dispute notice, the dispute shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Shanghai under the rules then in effect. The language is English. The award is final and binding.
13.3 Either Party may seek interim preservation or injunctive relief from a competent court before constitution of the tribunal.

Article 14 Miscellaneous

14.1 Seller is an independent contractor. Seller may not assign this Agreement or materially

subcontract without Buyer’s prior written consent. Buyer may assign to an Affiliate or in connection with a reorganization, merger or business transfer.

14.2 Notices shall be sent by hand, courier, registered mail or verifiable email to the addresses on the signature page.

14.3 This Agreement and documents expressly incorporated constitute the entire agreement. Any amendment, waiver or supplement must be in writing signed by authorized representatives. Failure to exercise a right is not a waiver.

14.4 Invalidity of one provision does not affect the remainder; the Parties shall replace it with a valid provision closest to the original commercial intent.

14.5 This Agreement may be executed in counterparts and electronically. Chinese and English versions are both official; in case of inconsistency, the English version prevails.