UBE URETHANES
GENERAL CONDITIONS OF PURCHASE OF GOODS AND SERVICES

These terms and conditions apply only to the UBE Urethanes Business, the urethanes business of UBE Corporation. They do not apply to any other business of UBE, which is governed by separate terms and conditions.

1. GENERAL CONCEPTS

1.1 These General Conditions of Purchase of Goods and Services ("GCP") are the sole conditions applicable to the purchase orders of UBE Latin America Ltda., expressly excluding any other conditions submitted by supplier ("Supplier"). Any changes or amendments shall only be observed pursuant to written agreement by UBE Latin America Ltda..

1.2 These GCP shall apply to UBE Group companies in Brazil.

2. ORDERS

2.1 These GCP apply to the purchase orders ("Order" or, in the plural, "Orders") issued by UBE Latin America Ltda. in writing or via electronic data transmission, the terms of which shall be deemed mandatory.

2.2 If the Orders and these GCP are not expressly rejected by Supplier within 3 (three) business days from receipt thereof, they shall be deemed fully accepted and shall become mandatory.

2.3 These GCP shall also be an integral and inseparable part of the Orders, it being understood and agreed that all quotations, proposals and other previous communications between Supplier and UBE Latin America Ltda., not expressly mentioned in the Orders and conflicting with these GCP, shall be automatically cancelled and voided.

2.4 In case there is a signed contract between the parties, in the event of any inconsistency between these GCP and the terms of the contract, the terms of the contract shall prevail.

2.5 All products ("Product"), defined as goods and/or services, supplied by the Supplier, shall comply with the specifications established in the Orders. No alteration in quantity or price of the Products or in any other conditions shall be valid unless expressly agreed between the parties.

3. PRICES, QUOTATIONS, PAYMENT CONDITIONS AND INVOICING

3.1 The prices stated in the Order shall be firm fixed prices, and no price adjustment or increase shall be applied automatically, without prior negotiation between the parties.

3.2 UBE Latin America Ltda. normally does not advance payments. In case they are strictly necessary, all advances whose values exceed R$ 20,000.00 (twenty thousand Reais), established in a payment schedule, shall only be made upon submission of a bank guarantee or of an insurance policy previously approved by UBE Latin America Ltda.. The guarantee shall be valid for at least 30 (thirty) days beyond the deadline for delivery of the contracted Products.

3.3 Supplier's invoices shall be in accordance with the Order in terms of Product, quality, price and delivery period, and shall be in line with applicable legislation. Any discrepancy between the price stated in the Order and the price of the invoice may give rise to return of the Product, or, further, deduction of the price difference upon credit note issued by Supplier. Additionally, this instrument shall not be used as business guarantee in other deals between Supplier and third parties.

3.4 Invoices shall be paid within the time period agreed in the Order and, if issued differently, shall be returned for correction. In such event, Supplier cannot request payment of interest, fines or monetary adjustment.

3.5 Trade bills issued against UBE Latin America Ltda. that do not correspond to an actual supply of the Products shall give UBE Latin America Ltda. the right to pursue, through the competent judicial channels, compensation for any losses or damages suffered thereby, without prejudice to applicable criminal liability. In the event of rejection or return of the Product, regardless of the reason therefor, the period for payment of the respective trade bill shall start counting from the moment in which the Supplier exchanges the Product.

3.6 The circulation of trade bills or any other credit instruments issued against UBE Latin America Ltda., whether with banks, factoring companies or third parties, is hereby expressly forbidden and shall subject Supplier to civil and criminal liability.

3.7 Payment conditions shall strictly observe the method and period established in the Order and shall only be made after checking and acceptance of the Supplier export documentation draft prior to shipment. The payment shall be made on the agreed date, provided that Supplier sends to UBE Latin America Ltda. the export documents draft at least 7 (seven) days prior to the shipment date. Any inaccuracies or errors in the billing documents shall result in the extension of the payment date of the invoices by as many days as necessary to reestablish the payment periods and conditions.

3.8 UBE Latin America Ltda. shall withhold all taxes and contributions required by law when applicable.

3.9 Where payments are made by wire transfer to Supplier's account, the swift slip shall serve as proof of payment of the amount owed. Consequently, no trade bill or other credit instrument shall be issued thereafter in connection with the supply dealt with in these GCP.

4. DELIVERY, TRANSPORT AND INSURANCE

4.1 Deliveries shall be made in the quantities, delivery dates and at the places specified in the Order or in the delivery schedules provided by UBE Latin America Ltda.. UBE Latin America Ltda. shall not be liable for payment of Products delivered in quantities that exceed those ordered or that fail to meet the quality standard specified in the Order. Upon UBE Latin America Ltda.' request, Products shall be returned for the account and at the risk of Supplier. In the case of services, UBE Latin America Ltda. may reject the service if it is verified that performance thereof failed to meet the quality and/or quantity standards established in the Order.

4.2 Supplier undertakes to strictly observe the delivery dates stipulated in the Order, except in the events of acts of God or force majeure. Supplier shall promptly notify UBE Latin America Ltda. in writing of the occurrence of such events, stating the expected delay in delivering the Products. In this case, the extension shall be previously and mutually agreed on by the parties. In the absence of such communication, Supplier shall not be entitled to claim hindrance as grounds for failure to comply with the delivery date. Failure to observe the stipulated period shall subject Supplier to the payment of the fine stipulated on clause 4.3 and to any losses and damages to which it may give rise. UBE Latin America Ltda. reserves the right to cancel the Order if the delivery dates are not observed. UBE Latin America Ltda. further reserves the right to return the Product prior to the delivery date without its prior and express consent.

4.3 Failure by Supplier to observe the periods stipulated for delivery of the Products or for commencement or completion of the service (except in the events of force majeure or Act of God) shall entail the imposition of a daily fine of 0.5% (zero point five percent), up to the limit of 10% (ten percent), to be charged by debit note, calculated on the total amount (adjusted if applicable) of the Order, which fine shall be charged to Supplier irrespective of the payment of any other losses and damages caused to UBE Latin America Ltda..

4.4 The Product shall be delivered and/or provided at the place established in the Order. UBE Latin America Ltda. shall provide additional instructions for materials transportation sufficiently in advance.

4.5 Whenever agreed that UBE Latin America Ltda. shall be responsible for transport, it shall also be responsible for the insurance. Supplier undertakes to provide UBE Latin America Ltda., in a timely fashion, with all necessary information so that UBE Latin America Ltda. may take appropriate action to purchase the insurance.

4.6 Supplier shall take out, at its own expense, proper insurance coverage, pursuant to prevailing legislation and in accordance with the Order INCOTERM.

5. SUPPLY OF DANGEROUS CARGO

5.1 Supplier, aware of the specific international maritime, air and road rules and regulations applicable to dangerous cargo, including, if applicable, the rules of the Brazilian Association of Technical Standards (ABNT), shall observe such rules and regulations and is obliged to comply with all applicable rules, in effect or that may come into effect, in connection with the transport of dangerous cargo.

6. SUPPLY OF VESSELS AND EQUIPMENT

6.1 In the supply of vessels and equipment, all norms, legislation and special requirements shall be complied with according to their applications, such as but not limited to: NR 13 for pressure tanks and boilers, NR 10 for electric panels, NR 12, among others.

6.2 Any specific manufacturing order shall be subjected to technical inspection and release for delivery at the Supplier's or manufacturer's premises. Personnel expenses (transport, meals, etc.) will be borne by UBE Latin America Ltda. and the cost of material shall be borne by the Supplier. The manufacture completion date shall be communicated at least one week in advance. If, at that date, the object does not have inspection conditions, the personnel expenses will also be borne by the Supplier. If there is a need for a second inspection due to defects found in the first one, the Supplier will be responsible for personnel and material expenses.

6.3 If the supply includes installation at UBE Latin America Ltda.' establishment, the Supplier's assembly team shall be subjected to UBE Latin America Ltda.' disciplinary and security standards, in force for the permanence of the Supplier at UBE Latin America Ltda. establishment. UBE Latin America Ltda. shall not be responsible for the assembly materials nor for the individual safety of the Supplier's employees during the assembly service at UBE Latin America Ltda. establishment.

7. QUALITY AND WARRANTY

7.1 Supplier shall ensure that the Products stated in the Order meet all specifications therein and are perfectly suitable for the purpose for which they were contracted. Acceptance by UBE Latin America Ltda. of any service shall not exempt Supplier from its warranty obligations.

7.2 Supplier shall give a warranty of 12 (twelve) months after commencement of operation, in the event of equipment, or completion of the services, or 18 (eighteen) months after delivery, in both cases, whichever occurs first. In the case of civil works, the warranty shall be 5 (five) years from delivery of the service. In the case of complaints, such warranty period shall be suspended and the period lapsed between the complaint and actual remedy of the defect shall be added at the end.

7.3 If any defects occur during the Products' warranty period or if the supply does not meet specifications, UBE Latin America Ltda. may, at its sole discretion, demand that the defect be repaired or the part replaced with a defect-free part. This does not apply to defects caused by: (a) normal wear and tear; (b) damage resulting from negligence, recklessness or unskillfulness.

7.4 In the event of supply in disagreement, UBE Latin America Ltda. reserves the right to return and/or to require the replacement, at any time, of the Product that is qualitatively and/or quantitatively in disagreement with the Order. In such cases, the Product will be made available to the Supplier, bearing all costs of such return on behalf of the Supplier, who in turn must return the Product without additional charge and in accordance with all original conditions of the Order, or return any amount paid prior to the purchase of the Product, at the discretion of UBE Latin America Ltda.. Any payment for the returned Product will not constitute proof of acceptance by UBE Latin America Ltda..

7.5 The Supplier's warranty shall also cover any items supplied by its subcontractors, and goods which are subject to complaint under the warranty shall remain at UBE Latin America Ltda.' disposal until Product replacement.

7.6 If Supplier fails to repair a defect within the period established in the Order, UBE Latin America Ltda., at its sole discretion, may arrange for its repair by third parties, at Supplier's expense. This does not entail loss of the warranty stipulated in Section 7.2.

8. SUPPLIER LIABILITY

8.1 Supplier agrees to comply, in a timely manner, with all municipal, state and federal obligations and charges arising from laws, norms and regulations, of any nature.

8.2 Supplier shall strictly observe, in relation to its employees, all obligations arising from labor, social security and social insurance legislation, timely paying all taxes prescribed by law, and comply with all labor dispute settlements, labor conventions and/or bargaining agreements of the category to which its employees belong. Supplier shall strictly control labor-related payments concerning overtime, risk and hazard premiums, vacation and 13th salary, among others.

8.3 UBE Latin America Ltda. will be entitled to check employees and payroll records, receipts of social security taxes and others related to the Product supplied by Supplier.

8.4 Supplier undertakes not to, and shall cause its subcontractors not to, use slave labor, minors under the age of 16 (sixteen), except as apprentices, and in this case only above the age of 14 (fourteen). In addition, Supplier shall not, and shall cause its subcontractors not to, employ minors under the age of 18 to perform night, dangerous or health hazardous work.

8.5 Whenever the presence of Supplier's employees in the premises of UBE Latin America Ltda. is necessary, Supplier shall abide by and comply with all UBE Latin America Ltda. internal rules on occupational health and safety, as well as in force legislation on Safety and Occupational Medicine. Supplier shall inform its employees and/or agents about UBE Latin America Ltda. rules and applicable legislation and cause them to use appropriate personal protection equipment, hereby holding UBE Latin America Ltda. harmless from and against liability, also appointing a responsible technician that shall respond before the competent offices and agencies.

8.6 Supplier shall abide by and comply with applicable environmental laws and related requirements, including UBE Latin America Ltda.' environmental policy, undertaking to obtain and hold any permits or licenses required by government agencies as a result of performance of these GCP, also maintaining its commitment toward sustainable development, prevention of pollution and waste of natural resources.

9. OBLIGATIONS OF SUPPLIER

9.1 Supplier expressly undertakes not to use former UBE Latin America Ltda.' manpower, without UBE Latin America Ltda.' express consent.

9.2 Supplier represents, for all purposes and under penalty of law, that all pieces of equipment, hardware and/or software now or hereafter used in performing the services hereunder, have been legally installed and belong to Supplier. Supplier acknowledges and agrees that it has sole responsibility for the origin and use thereof.

9.3 Supplier undertakes to expressly comply with the confidentiality obligations during the term of these GCP and for additional 5 (five) years after its expiration.

9.4 Drawings, information or documents delivered by UBE Latin America Ltda. to the Supplier, or prepared by the Supplier, as a result of the data provided by UBE Latin America Ltda., shall remain UBE Latin America Ltda.' property, and shall not be disclosed to third parties by Supplier or otherwise reproduced and/or copied. Accordingly, Supplier shall treat any such drawings, information or documents as confidential. Such obligation shall survive even after completion of the Order. Supplier shall be liable for any and all losses that UBE Latin America Ltda. may suffer as a result of noncompliance with such obligation.

9.5 Supplier shall cause its partners, employees, subcontractors and representatives to comply with the provision of these GCP.

9.6 If, for any reason, the contracted Products are not performed, Supplier shall forthwith return to UBE Latin America Ltda. such documents and information, regardless of any notice and/or notification.

10. TERM, CANCELLATION AND TERMINATION

10.1 These GCP shall take effect on the date of acceptance of the Order and shall continue for an indefinite period.

10.2 UBE Latin America Ltda. reserves the right to cancel the Order, in whole or in part, by giving written notice to Supplier, and shall not incur any liability on account of such cancellation in the following events: (a) processing of the judicial or extrajudicial recovery, decree of bankruptcy or beginning of judicial or extrajudicial liquidation of the Supplier; (b) breach by the Supplier of any obligation hereunder, if such breach is not repaired within the non-extendable term of 10 (ten) days from the receipt of written notice thereof; or (c) impossibility of continuing to supply the Product, due to force majeure.

11. PENALTIES

11.1 Imposition of the penalties hereunder shall not release Supplier from its duty to comply with its respective obligations or to pay any supplementary indemnity that may be claimed by UBE Latin America Ltda. for losses and damages caused by Supplier.

12. ANTICORRUPTION DISPOSAL

12.1 By accepting this Order and/or by providing the Product to UBE Latin America Ltda., the Supplier hereby declares that Supplier shall comply with, and conduct its business in accordance with, UBE Latin America Ltda.'s Group Code of Conduct, including the supply chain responsible sourcing provisions therein, as published and updated from time to time at https://ube.com/ube/en/sustainability/management/conduct/. UBE Latin America Ltda. will notify Supplier of material updates, and continued performance under this Order following such notice constitutes Supplier's acceptance of the updated Code.

13. MISCELLANEOUS

13.1 If, by reason of the supply of the Product, UBE Latin America Ltda. is held liable, in the judicial or administrative sphere, in proceedings brought against UBE Latin America Ltda. that in some way directly or indirectly involve Supplier, then Supplier shall reimburse UBE Latin America Ltda. for the amounts involved in the defense of its rights, including attorneys' fees, court and out-of-court costs.

13.2 For reimbursement purposes, Supplier hereby shall issue a credit note to UBE Latin America Ltda. and provide the payment according to UBE Latin America Ltda. instruction.

13.3 No acquiescence or forbearance on the part of UBE Latin America Ltda. shall be construed as novation of the provisions hereof.

13.4 For all legal purposes and effects, the parties are deemed to be independent contractors, and nothing in this instrument shall create any relationship between the parties other than the strictly business relationship established hereunder. UBE Latin America Ltda. shall not under any circumstances be obligated to reimburse the Supplier for any investments made due to the supply of the Product without the express approval of UBE Latin America Ltda..

13.5 The assignment or transfer, in whole or in part, of any rights or obligations hereunder shall be contingent upon UBE Latin America Ltda.' prior express consent.

14. APPLICABLE LAW AND JURISDICTION

14.1 These GCP, the Orders and other documents related to the contracting of the Supplier shall be governed by and interpreted in accordance with the laws of the Federative Republic of Brazil.

14.2 If any dispute, controversy or difference arises between the parties in connection with performance of this GCP, the courts in the Judicial District of São Paulo, State of São Paulo are hereby elected. UBE Latin America Ltda. shall, however, also be entitled to institute proceedings against Supplier at Supplier's general place of jurisdiction.