

Purchasing Terms & Conditions

General Terms and Conditions of Purchase of Zeochem AG and its affiliated companies worldwide

1. Applicability

- 1.1 These General Terms and Conditions of Purchase (“**GTCP**”) shall apply as an integral part of the agreement for all inquiries, orders and contracts for the delivery of goods and the provision of services between Zeochem AG, a Swiss company with its registered office in 8630 Rüti (ZH) (UID CHE 103.059.125), and its affiliated companies worldwide (see for a current overview of all group companies: www.zeochem.com) as customer on the one hand (“**ZEOCHEM**”) and suppliers as well as service providers who are entrepreneurs (“**Provider**”) on the other hand (B2B transactions).
- 1.2 To the extent and insofar as the Provider has accepted these GTCPs, they shall also apply to future agreements with ZEOCHEM. The current version of the GTCPs shall apply, which can be accessed at any time via the following link: www.zeochem.com/terms-conditions/. We reserve the right to change these GTCPs at any time without prior notice. Important changes will be pre-announced.
- 1.3 These GTCPs shall always apply exclusively, i.e., terms and conditions of the Provider (whether deviating from these GTCPs or not) shall only apply if and to the extent ZEOCHEM has expressly accepted them in writing. Unconditional performance by ZEOCHEM or unconditional acceptance of services in knowledge of the terms and conditions of the Provider shall not be deemed to constitute acceptance. Likewise, the mere reference to a letter of the Provider which contains or refers to its terms and conditions shall not constitute a valid consent of ZEOCHEM to the validity of those terms and conditions.
- 1.4 All agreements made between ZEOCHEM and the Provider must be in writing. Verbal agreements, deviations from the GTCPs as well as supplements or the exclusion of these GTCPs require the text form in order to be effective and must be duly signed by representatives of ZEOCHEM. This also applies to a waiver of this text form requirement.

2. Offer and Acceptance

- 2.1 The preparation of offers (quotations, cost estimates, etc.) by the Provider shall be free of charge for ZEOCHEM and shall not constitute any obligations for ZEOCHEM. Any compensation shall be subject to prior written agreement. If no other validity period is agreed in writing, the offer is binding for the Provider for 120 days.
- 2.2 If the offer deviates from ZEOCHEM’s inquiry, the Provider must expressly point this out.

- 2.3 If ZEOCHEM accepts the offer under conditions which are not included in the offer, the contract shall be concluded if the Provider has given its consent to the deviating conditions by means of an order confirmation.
- 2.4 If an order confirmation deviates from the declaration of acceptance in essential parts, in particular with regard to price, time of performance, execution, product or service characteristics (in particular: specification), ZEOCHEM shall only be bound to the declaration of acceptance if it has agreed to the deviations in writing.
- 2.5 A contract is only concluded if the offer of the Provider is accepted by ZEOCHEM in writing or electronically by means of an order.

3. Performance and Transfer of Risk

- 3.1 The agreed service is to be provided by the Provider personally; the use of subcontractors or other third parties for the performance of the contract is only permissible with ZEOCHEM's prior written consent. The permission of ZEOCHEM to use subcontractors or other third parties for the performance of the contract does not release the Provider from its responsibility for the performance in accordance with the contract or from its liability towards ZEOCHEM.
- 3.2 The Provider shall comply with the dates and times agreed upon for the delivery/service. Time is of the essence on ZEOCHEM's orders; ZEOCHEM may reject goods/services not delivered or furnished on dates specified. The following shall apply for assessing compliance with the delivery date: (i) in the case of deliveries of goods, the handover of the goods free of defects to ZEOCHEM at the address stated in the order as the place of delivery shall be decisive; (ii) in the case of services, the date of completion of the service shall be decisive; (iii) in the case of acceptance provided for by law or agreed by the parties, the date of acceptance shall be decisive. Partial deliveries/provision of services as well as early deliveries of goods/performance of services require ZEOCHEM's prior consent. ZEOCHEM must be informed immediately by the Provider of any expected delays in delivery/performance. Acceptance by ZEOCHEM of a delayed performance of services/delivery or a partial provision of services/delivery does not constitute a waiver of rights or claims with regard to the timely and complete performance/delivery.
- 3.3 Unless otherwise agreed, deliveries of goods shall be "FCA (Incoterms 2020)". The Provider shall send a detailed dispatch note for each individual consignment on the day of dispatch, separately from the goods and the invoice. The delivery shall be accompanied by the commercial invoice (including HS code if international transport) and packing list as well as any certificates (e.g., certificate of analysis, country of origin) in accordance with the agreed specification and all other necessary documents. In all dispatch bills, delivery bills, packing slips, bills of lading, invoices, and on the external packaging, the order references and details of the place of unloading prescribed by ZEOCHEM must be indicated in full.
- 3.4 In case the Provider is organizing and executing the transport, then the following applies: Transit time and confirmed delivery date must be agreed by ZEOCHEM. All shipments shall be advised at least 3 business days prior to delivery to ZEOCHEM by providing information on the carrier company name, equipment number, and routing to ensure ZEOCHEM's receiving staff can schedule and prepare to unload on time.

- 3.5 The Provider is responsible for the safe loading including securing goods as per local and international law regulations. Truckload must be loaded and secured as per international "Convention relative au contrat de transport international de marchandises par route" (CMR) for any European transport and as per "Federal Motor Carrier Safety Regulations" (FMCSR) for any transport in the US. Container loading must be loaded and secured as per Hague-Visby Rules to ensure cargo does not shift during the entire transportation. Shall shipment shift during the transportation, any expenses to restore original packaging will be charged to Provider. Packaging must be solid and if wood packaging is chosen then it must meet ISPM 15 regulations and must be clearly marked with IPPC stamp (certification to be provided upon request).
- 3.6 The Provider must pack, label, and ship hazardous products in accordance with the nationally/internationally applicable regulations. In addition to the hazard class, the accompanying documents must also contain further information and documents specified in the respective transport regulations (e.g., safety data sheets in accordance with the REACH Regulation).
- 3.7 If goods are usable for dual purpose, the Provider must ensure that the goods are correctly declared for the use of ZEOCHEM.
- 3.8 The Provider shall be liable for damages resulting from improper packaging or improper choice of means of transport.
- 3.9 In case of goods deliveries from a third country (imports), ZEOCHEM shall be named as the importer (customs declarant) in the shipping documents if ZEOCHEM is responsible for the transportation and/or the import. The Provider has to support ZEOCHEM with information and provision of all documents necessary to prepare a correct and complete import customs declaration and to submit it to the competent customs authorities in accordance with the customs regulations of the importing country.
- 3.10 The Provider bears the risk of loss or damage until the transfer of risk as contractually agreed (e.g., under FCA, the Provider bears the risk until the goods are properly loaded onto the agreed carrier at the agreed place of delivery). If a delivery with assembly/service has been agreed, the risk shall pass to ZEOCHEM after proper execution of the assembly/service in accordance with the contract and after handover of the goods. If acceptance is provided for by law or contractually agreed, the transfer of risk takes place upon acceptance by ZEOCHEM.
- 3.11 The acquisition of ownership is governed by the statutory law provisions.

4. Contingencies

Failure of ZEOCHEM to take shipments hereunder, due to fire, explosion, flood, war, accident, interruption of or delay in transportation, labor trouble, or any other circumstances of like or different character beyond ZEOCHEM's reasonable control, or if occasioned by partial or complete suspension of operations at any of ZEOCHEM's plants, shall not subject ZEOCHEM to any liability to Provider because thereof, but, at ZEOCHEM's option, the total quantity covered by this order may be reduced by the extent of omitted shipments or the specified delivery period extended by a time equal to that during which shipments shall be so omitted and such shipments made during the period of extension.

5. Performance Changes

- 5.1 Changes to the goods/service(s) to be provided require ZEOCHEM's prior approval.

- 5.2 ZEOCHEM shall have the right to order changes to the performance or the scope of performance from the Provider at any time. The Provider shall inform ZEOCHEM about possible effects on costs, timelines, deviation from applicable regulations or other important consequences of the ordered changes. The execution of instructions with such effects shall require ZEOCHEM's prior written consent.

6. Prices, Invoicing, and Payment

- 6.1 Unless otherwise agreed in writing, the prices stated in the accepted offer or order shall be net prices, plus any value added tax due by law. Any additional prices such as added value services (e.g., transportation, freight) must be agreed by ZEOCHEM in writing prior to execution.
- 6.2 The Provider shall invoice ZEOCHEM for the goods/services provided. Each invoice must comply with the current legal requirements (in particular according to the value added tax legislation). In the case of services which are charged on an hourly basis, the Provider must document the individual services in detail, stating the time spent and the service provided.
- 6.3 If applicable, the purchase order number must be indicated on each invoice.
- 6.4 The Provider shall send the invoice to the invoice address specified in the order.
- 6.5 Unless otherwise agreed in writing and unless ZEOCHEM objects to an invoice, the invoice is due for payment within 60 days from receipt by ZEOCHEM.
- 6.6 Payment by ZEOCHEM does not imply acceptance of conditions or prices and does not affect ZEOCHEM's rights with respect to deliveries/performance of services that are not in accordance with the agreement or ZEOCHEM's right to object to an invoice on other grounds.

7. ESG and Due Diligence

- 7.1 ZEOCHEM adheres to internationally recognized basic standards for occupational safety, occupational health, environmental protection, sustainability, labor and human rights, and responsible corporate governance ("**ESG Standards**").
- 7.2 ZEOCHEM expects the Provider to also comply with the ESG Standards and to ensure that these standards are met throughout the supply chain by all subcontractors and other vicarious agents.
- 7.3 ZEOCHEM's expectations towards the Provider and his subcontractors as well as other vicarious agents are laid down in ZEOCHEM's "**Global Supplier Code of Conduct**".

8. Quality

- 8.1 The Provider must implement and maintain effective quality assurance and provide ZEOCHEM with proof of this upon request.
- 8.2 For this purpose, the Provider shall apply a quality management system in accordance with ISO 9000 standards or a similar system of an equivalent standard.

9. Rights in Case of Defects, Warranty, and Liability

- 9.1 The Provider guarantees that the object of performance does not have any defects affecting its value or its suitability for the intended use, that it possesses the warranted characteristics, corresponds to the agreed services and specifications, drawings, samples and any other description furnished or

adopted by ZEOCHEM, and does not otherwise deviate from the contract. If applicable, the Provider warrants that the goods to be delivered are certified in accordance with applicable law and may be lawfully marketed in the country of the designated shipping address and all other respective countries as required by ZEOCHEM. The Provider further warrants that its supplies/services comply with the current state of the art and, if relevant, with the generally accepted industry standards with regard to safety, accident prevention and hygiene, are performed by qualified personnel and are in compliance with all relevant statutory law provisions. If ZEOCHEM requires the Provider to comply with any special regulations or standards, these will be communicated by ZEOCHEM in writing.

- 9.2 The Provider shall ensure that all materials contained in the goods are effectively pre-registered, registered (or exempted from registration) and, if applicable, approved in accordance with the relevant requirements (in particular the REACH Regulation) for the uses notified by ZEOCHEM.
- 9.3 ZEOCHEM will give notice of obvious defects of the delivery/service within 10 days after performance of the service or receipt of the goods at ZEOCHEM's facility or at the designated shipping address (in case delivery is not designated to a ZEOCHEM facility). ZEOCHEM will notify non-obvious/hidden defects, which only become apparent later, within 10 days after detection. The date of dispatch of the notification to the Provider shall be decisive. Not sending such notice shall not constitute acceptance of the delivery/service or as waiver of any rights by ZEOCHEM.
- 9.4 In the event of defects, ZEOCHEM shall be entitled to demand rectification of the defect by means of repair or in accordance with the applicable statutory provisions from the Provider; the choice of the type of rectification shall be in ZEOCHEM's sole discretion. The Provider shall bear the costs of remedying the defect (including any shipping and other costs). Unless otherwise agreed, the rectification of defects must take place at the designated shipping address or at the place of acceptance. Transport costs and possible travel expenses for warranty work will only be borne by ZEOCHEM if this has been agreed in writing.
- 9.5 If the defect cannot be remedied within a reasonable period of time, ZEOCHEM has the right to assert the further statutory rights for defects. If the defect is not remedied within a reasonable period of time or if remedy has failed, or in case of urgency, ZEOCHEM is entitled, in addition to the aforementioned rights, to remedy the defect itself or to have it remedied by a third party at the expense and responsibility of the Provider.
- 9.6 Further rights of ZEOCHEM arising from liability for defects according to the law or based on guarantees, in particular the right to compensation for damages, shall remain unaffected.
- 9.7 Unless a longer period applies by law, warranty claims shall become statute-barred 24 months after the transfer of risk. A waiver of warranty claims on the part of ZEOCHEM is only effective if it is expressly declared in writing.
- 9.8 Warranty shall be provided for replacements and rectification in the same way as for the object of performance itself. This warranty ends in any case when 24 months have elapsed since the beginning of the warranty period for the subject of performance and, in addition, 6 months have elapsed since the completion of the warranty work.

10. Termination and Rescission

- 10.1 In the case of continuing obligations, the contract may be terminated without notice and with immediate effect for good cause. Such good cause shall be deemed to be given, inter alia, if: (i) the Provider commits a significant breach of contract and, if such breach is remediable, fails to remedy

such breach within a reasonable period of time set by ZEOCHEM; (ii) insolvency or a similar circumstance has occurred which significantly jeopardizes the fulfillment of contractual obligations; (iii) a violation of applicable law has occurred.

- 10.2 If the Provider is in default with regard to the performance or the warranty work and provided a reasonable grace period has expired without performance, ZEOCHEM may rescind the contract and waive performance.
- 10.3 If it becomes apparent before the due date of performance that the Provider will exceed the agreed performance date through no fault of ZEOCHEM, and if timely performance appears unlikely, ZEOCHEM may rescind the contract even before the due date and waive performance.
- 10.4 In the event of termination or rescission, the Provider shall, upon ZEOCHEM's request, hand over to ZEOCHEM the work result, including all plans and calculations, as well as any other documents obtained or prepared in the course of the performance of the contract.
- 10.5 Further rights of ZEOCHEM provided by law with regard to termination, rescission, or withdrawal shall remain unaffected by the provisions in this clause 10.

11. Intellectual Property Rights

- 11.1 The Provider guarantees that the provision and use of the offered services and deliveries as well as products do not infringe any patent rights, copyrights or other industrial property rights of third parties.
- 11.2 Without prejudice to statutory law claims, the Provider shall indemnify ZEOCHEM in full and at his own expense against all claims asserted on account of any infringements of third-party industrial property rights and against any costs resulting therefrom (including legal representation costs).

12. General Liability and Insurance

- 12.1 Unless otherwise stipulated in these GTCPs, the Provider shall be liable for itself and its subcontractors as well as other vicarious agents in accordance with the statutory law provisions.
- 12.2 The Provider shall take out and maintain sufficient liability insurance at its own expense for damages for which he and his vicarious agents are responsible and (if applicable) for claims arising from product liability. The amount of coverage per damage event as well as the name of the insurer shall be evidenced and/or communicated to ZEOCHEM upon request. The contractual and legal liability of the Provider remains unaffected by the scope and amount of the insurance coverage.

13. Confidentiality and Rights of Use

- 13.1 All data, drawings, technical, scientific, commercial, and other information and documents which ZEOCHEM provides to the Provider for the preparation of an offer, or the execution of an order, or of which the Provider obtains knowledge in the course of the performance of the contract, shall be treated as strictly confidential and may not be reproduced, or made accessible to third parties, or used for purposes other than the performance of the contract. In particular, this information and documentation may not be commercially exploited, may not become the subject of industrial property rights and may not be made accessible to unauthorized third parties. ZEOCHEM is and remains the owner of any industrial property rights and these shall be observed by the Provider. Upon request, ZEOCHEM shall be provided with all documents, including all copies and transcripts of the reproductions without delay. If the contract is not concluded, the Provider shall return all documents

to ZEOCHEM without special request. This obligation to maintain secrecy shall apply during the term of the contract and for a period of 10 years after its expiry or termination.

- 13.2 The Provider shall ensure that its employees and other vicarious agents also comply with this confidentiality obligation.
- 13.3 Technical documents of the Provider as well as those of his vicarious agents will be treated confidentially by ZEOCHEM. They remain the intellectual property of the Provider or his vicarious agents respectively.
- 13.4 The Provider shall grant ZEOCHEM the right to use and exploit all drawings, plans, graphics, calculations and other documents relating to the contract or the object of performance or service without any restrictions in terms of time, place and content.
- 13.5 The Provider shall grant ZEOCHEM the right to exclusively use or exploit work results, in whole or in part, which the Provider has produced or had produced especially for ZEOCHEM and shall obtain any necessary rights from third parties. Pre-existing rights of the Provider or third parties shall remain unaffected by this provision.

14. Data Protection

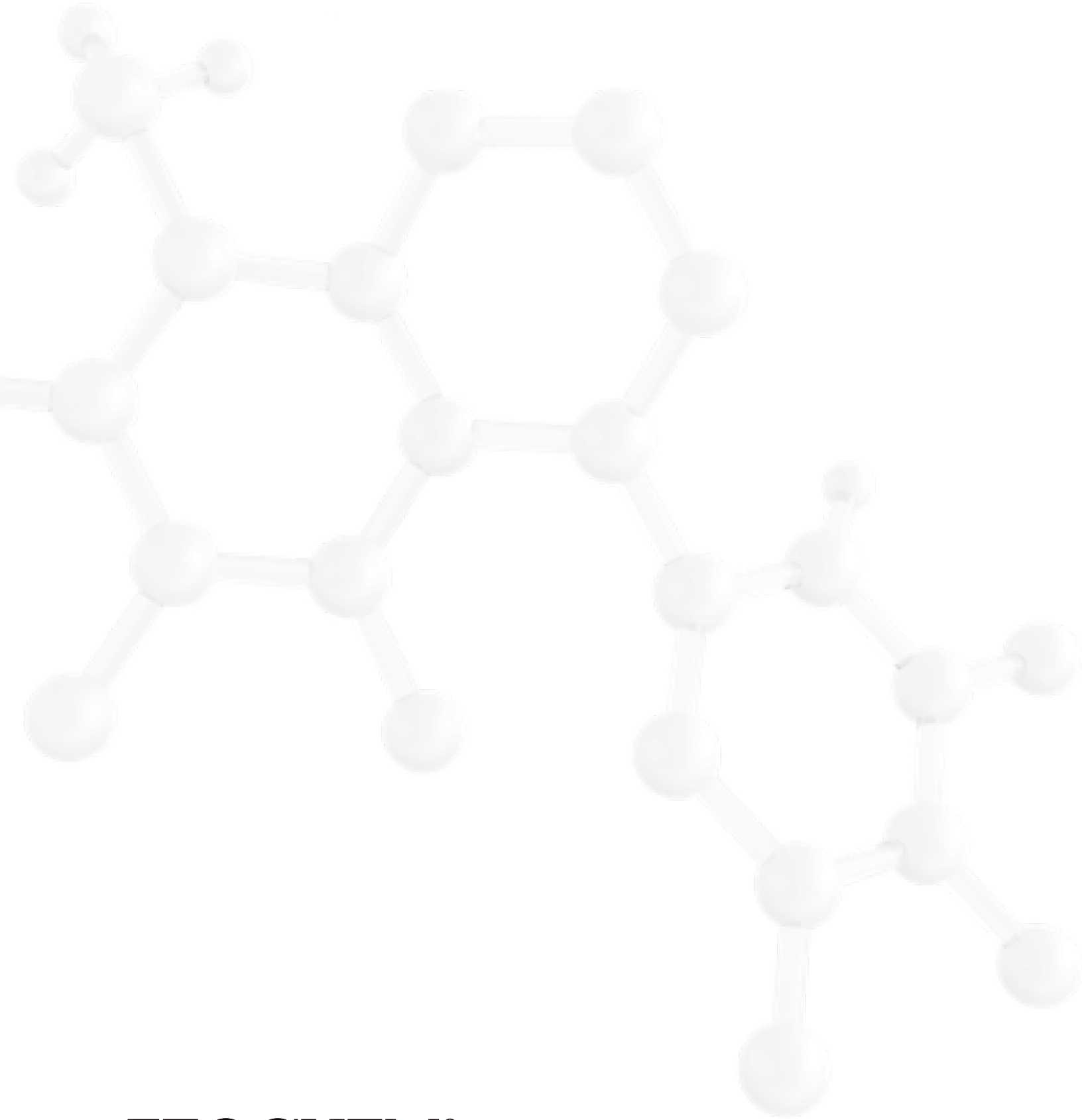
- 14.1 The Provider and ZEOCHEM mutually undertake to comply with the applicable data protection provisions, in particular those of the Swiss Data Protection Act ("**DSG**") and the EU General Data Protection Regulation ("**GDPR**"), as amended from time to time.
- 14.2 Personal data may only be processed to the extent necessary within the scope of the execution of the contract and only for corresponding purposes. Appropriate data security shall be ensured by implementing suitable technical and organizational measures.
- 14.3 The Provider and ZEOCHEM shall inform each other immediately, but no later than within 48 hours, of any personal data breach and shall cooperate with respect to the fulfillment of any notification obligations.
- 14.4 The Provider and ZEOCHEM undertake, to the extent required by applicable law (in particular in case of data transfer to a country with insufficient data protection), to conclude appropriate data protection guarantees (e.g., by signing the EU standard contractual clauses).

15. Assignment

- 15.1 Rights and obligations arising from the contract with ZEOCHEM cannot be transferred to third parties without the written consent of ZEOCHEM.
- 15.2 ZEOCHEM is entitled to transfer rights and obligations arising from the contract with the Provider to a ZEOCHEM group company at any time and without prior consent of the Provider.

16. Applicable Law and Place of Jurisdiction

- 16.1 These GTCPs shall be governed by the substantive laws of Switzerland, excluding the conflict of laws rules and excluding the Vienna Sales Convention ("**CISG**").
- 16.2 The place of jurisdiction shall be at the registered seat of the contracting ZEOCHEM company. ZEOCHEM may, however, elect to sue the Provider before the competent courts at the Provider's seat or before any court having jurisdiction according to the applicable statutory provisions.



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