

Standard Terms and Conditions of Purchase for Synthomer Mexico, S.A. de C.V. ("T&Cs")

These T&Cs, together with any written purchase PO ("PO") placed by Synthomer Mexico, S.A. de C.V., with Tax Identification Number SME220208D85) ("Buyer") form the agreement ("Contract") between Buyer and you ("Seller") providing the goods ("Goods") as set out in the PO, together with any related documents and materials in any form or media developed by Seller ("Deliverables").

1. Basis of contract

- 1.1 The signed PO, these T&Cs and any exhibit thereto constitutes a valid Contract to purchase the Goods and/or Remote Services. Any terms whatsoever that are not included in the PO, these T&Cs and any exhibits thereto are not binding on the Parties unless expressly agreed by Buyer and Seller in writing.
- 1.2 In the event of any inconsistency or conflict between these T&Cs and the PO, the terms of the PO will prevail.

2. Delivery

- 2.1 All Goods are delivered on a Delivered Duty Paid basis ("DDP" as defined in INCOTERMS® 2020), to the delivery address specified in the PO and on the Delivery Date during Buyer's normal hours of business or as instructed by Buyer. In this Contract, "Delivery Date" means the date(s) and/or times/timescales for delivery of the Goods and/or performance of the Services set out in the PO or as agreed in writing by the parties.
- 2.2 The Goods will be delivered by Seller properly packed and secured in such a manner as to reach their destination in good condition.
- 2.3 Buyer will have no obligation to pay for or return packing cases, skids, pallets, drums, tanks, IBCs or other articles used for packing the Goods whether or not re-usable.
- 2.4 Time will be of the essence with regard to the Delivery Date. If Seller is unable to meet the Delivery Date, Seller must notify Buyer immediately in writing, stating the reason(s) for and the expected duration of the delay.
- 2.5 All Goods must be accompanied by an invoice note stating Buyer's PO number and giving full particulars of the Goods supplied (including all operation and safety instructions, warning notices and other information as may be necessary for their proper and safe use, maintenance and repair) except when such Goods are sent directly to a third party in which case the invoice note sent with the Goods should not show Seller's name or any pricing information. A copy of the invoice note must be sent to Buyer and signed by Buyer if Buyer agrees on the completion of the delivery, on the day upon which the Goods are delivered at the latest. For the avoidance of doubt, the signature of the invoice note does not mean acceptance that the Goods comply with the Contract.
- 2.6 Seller will not deliver the Goods by separate instalments or perform the Services in stages unless agreed in writing by Buyer. If Buyer does so agree, the Contract will be construed as a separate Contract in respect of each instalment or stage and Buyer will have the right, at its discretion, to:
 - 2.6.1 treat all the Contracts for the total PO as repudiated if Seller fails to deliver or perform any instalment or stage; and
 - 2.6.2 reject any or all of the instalments for the total PO if Buyer is entitled to reject any one instalment.
- 2.7 If Seller delivers more or less than the quantity of Goods ordered, and Buyer accepts such delivery (which it will not be obliged to do), a pro rata adjustment will be made to the invoice for the Goods to reflect the quantity of the Goods actually delivered and any related demurrage or waiting charges.
- 2.8 If for any reason Buyer is unable to accept delivery of the Goods at the time when the Goods are due and ready to be delivered in accordance with Condition 2 Seller will store the Goods, safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery. Buyer will reimburse Seller for all related reasonable costs and expenses except to the extent that such failure or delay is caused by Seller's failure to comply with its obligations under the Contract.
- 2.9 Title and risk in the Goods shall pass to Buyer on the signature of the invoice note by the Buyer.

3. Price and Payment

- 3.1 The price for the Goods and/or Services as set out in the PO ("Price") is:
 - 3.1.1 exclusive of VAT (which will be payable by Buyer subject to receipt of a valid invoice in accordance with all applicable regulations; and
 - 3.1.2 inclusive of all charges for shipping, carriage, insurance and delivery of the Goods and/or Deliverables and/or performance of the Services and any duties, imposts or levies other than VAT.
- 3.2 Payment will be made by Buyer in Mexican pesos or in the currency specified in the PO and against a valid and correctly rendered VAT invoice (in accordance with the Mexican Tax legislation) quoting Buyer's PO reference and issued after delivery of the Goods and/or completion of the Remote Services, within 60 days following the date the invoice is received.
- 3.3 Buyer will be entitled to set off any liability of Seller to Buyer against any liability of Buyer to Seller. For the avoidance of doubt, Buyer will be entitled to withhold payment in respect of Goods and/or Services and/or Deliverables that do not comply with the technical description, formulation and/or recipe (if any) of the Goods, Remote Services or Deliverables contained or referred to in the PO or otherwise agreed to in writing between the parties ("Specification") or otherwise fail to conform to the Contract, subject to notifying Seller.

- 3.4 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of Buyer.

4. Cancellation and Changes

- 4.1 The PO may only be cancelled, postponed or varied with Buyer's prior written consent.
- 4.2 Buyer reserves the right to cancel the PO at any time prior to delivery of the Goods or performance of the Services by giving Seller written notice to this effect. Save for Buyer paying fair and reasonable compensation to Seller for any work in progress on the Goods and/or Services and/or Deliverables at the time of cancellation, Buyer will have no liability whatsoever to Seller as a consequence of cancelling the PO.
- 4.3 Buyer may at any time make changes in writing relating to the PO, including changes to the Specification, method of shipment, quantities, packing or time or place of delivery. If such changes result in an increase in cost of, or time required for, performance of the Contract a fair adjustment will be made to the Price, Delivery Date or both. Any such adjustment must be approved by Buyer in writing before Seller proceeds with such changes.

5. Warranties

- 5.1 Seller warrants and represents to Buyer that the Goods, Services and Deliverables:
 - 5.1.1 will conform with any Specification(s); and
 - 5.1.2 will be fit for any purpose held out by Seller or made known to Seller by Buyer expressly or by implication, and in this respect, Buyer relies on Seller's skill and judgement.
- 5.2 In relation to the Goods and Deliverables, Seller warrants and represents that they:
 - 5.2.1 will be of satisfactory quality;
 - 5.2.2 where they are manufactured products, will be free from defects in design, material and workmanship for a period of not less than 12 months from the date of delivery of the Goods or Deliverables;
 - 5.2.3 will comply with all relevant laws and regulations (including in relation to the manufacture, labelling, packaging, storage and delivery of the Goods); and
 - 5.2.4 do not and will not infringe the IPR of any third party.
- 5.3 In relation to the Services, Seller warrants and represents to Buyer that:
 - 5.3.1 they will be performed with the best care, skill and diligence in accordance with best practice in Seller's industry, profession or trade;
 - 5.3.2 they will be performed by appropriately qualified, trained and experienced personnel and in sufficient number to ensure that Seller's obligations are fulfilled in accordance with the Contract; and
 - 5.3.3 all goods and materials supplied and used in the Services will be free from defects in workmanship, installation and design.
- 5.4 Seller shall co-operate with Buyer in all matters relating to the Services, Deliverables and Goods and comply with all reasonable instructions of Buyer.
- 5.5 Seller warrants and represents that:
 - 5.5.1 it has obtained and will at all times maintain all necessary licenses, authorisations and consents required to manufacture and supply the Goods and/or to supply the Services and Deliverables; and
 - 5.5.2 it will not supply to Buyer any goods or materials sourced from a country or entity sanctioned by United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

6. Remedies

- 6.1 If the Goods and/or Remote Services and/or Deliverables are not delivered or performed on the Delivery Date or at all in accordance with Condition 2, and/or if the Goods and/or Remote Services and/or Deliverables do not comply with the Contract, Buyer will be entitled (at its option and regardless of whether or not it has accepted the Goods and/or Remote Services and/or Deliverables and without prejudicing the warranties provided in Condition 5) to:
 - 6.1.1 terminate the Contract (in whole or in part); and/or
 - 6.1.2 reject the Goods and/or Services and/or Deliverables (in whole or in part) and return the Goods to Seller at Seller's risk and cost, on the basis that if the Price has already been paid by Buyer, a full refund of the Price of the Goods and/or Services and/or Deliverables so rejected will be paid immediately to Buyer; and/or
 - 6.1.3 refuse to accept any further deliveries of the Goods and/or Deliverables and/or performance of the Services; and/or
 - 6.1.4 require Seller to repair or to supply replacement conforming Goods and/or to re-perform the Services and/or Deliverables in a manner compliant with the Contract, without delay; and/or
 - 6.1.5 recover from Seller any costs incurred by Buyer in obtaining substitute goods and/or services and/or Deliverables from a third party or in having the Goods and/or Services and/or Deliverables repaired or completed by a third party or by Buyer itself; and/or
 - 6.1.6 claim damages for any other costs, losses or expenses incurred by Buyer which are in any way attributable to Seller's failure to properly perform its obligations under the Contract (including all freight and

handling costs reasonably incurred by Buyer in the implementation of a stock recovery, recall or market withdrawal of the Goods in any part of the world).

6.2 Condition 6.1 shall extend to any remedial services, repairs and replacements.

7. Indemnification

7.1 Seller will indemnify in full and on demand Buyer against all liabilities, damages, losses, (including economical loss such as loss of profit, loss of future revenue, loss of reputation and/or goodwill and loss of anticipated savings), costs and expenses (including reasonable legal and other professional advisers' fees) and all economic loss, incurred or suffered by Buyer and/or its affiliates arising out or in connection with:

7.1.1 any claim by a third party that the supply and/or use of the Goods and/or Services and/or Deliverables infringe the IPR of that third party; and/or

7.1.2 loss or damage to the property of Buyer or a third party or the death, illness or injury to a third party to the extent caused by the wrongful or negligent act or omission of Seller, its employees, agents or subcontractors; and/or;

7.1.3 Seller's breach of Conditions 12 (Data Protection), and 17 (Ethics and compliance).

7.2 Nothing in Condition 7 (or elsewhere in the Contract) will limit or exclude the liability of Buyer for fraud, personal injury or death resulting from Buyer's negligence or for any other matter in respect of which it would be unlawful for Buyer to limit or exclude liability.

7.3 Condition 7 shall survive termination of the Contract.

8. Force Majeure

8.1 Neither party will be in breach of the Contract or otherwise liable to the other party for any failure to perform or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event as defined by the law.

8.2 If a Force Majeure Event occurs, the affected party will notify the other party in writing without delay setting out details of the nature, extent and expected duration of the Force Majeure Event.

8.3 The affected party will use its best endeavours to mitigate the effects of the Force Majeure Event, to continue to perform the Contract notwithstanding the occurrence of the Force Majeure Event and to ensure the Force Majeure Event comes to an end.

8.4 In the event of a Force Majeure Event continuing for a period of more than 3 months, Buyer shall be entitled to terminate the Contract, having given not less than 14 days' notice in writing to that effect to Seller.

9. Inspection and Testing

9.1 Buyer will not be deemed to have accepted the Goods and/or Services and/or Deliverables until it has had a reasonable period to inspect them following delivery of the Goods and/or Deliverables or completion of performance of the Services. Buyer will also have the right to reject the Goods and/or Services as though they had not been accepted, after any latent defect in the Goods and/or Services and/or Deliverables has become apparent.

9.2 Buyer (including its employees, affiliates, agents and other representatives) will be permitted to inspect and test the Goods and any goods and materials to be used for the purposes of the Contract at any time prior to delivery (including during manufacture, processing, storage, loading and unloading, whether at the premises of Seller or any third party) and Seller will provide Buyer with all facilities reasonably required for such inspection and testing.

9.3 If following such inspection and/or testing Buyer considers that the Goods and/or Services and/or Deliverables do not conform or are unlikely to conform with the warranties set out in Condition 5, Buyer will inform Seller and Seller will immediately take such remedial action as is necessary to ensure compliance.

9.4 Any inspection or testing carried out by Buyer under this Condition 9, will not release Seller from its liability to properly perform its obligations under the Contract nor does such inspection or testing imply acceptance of the Goods and/or Services and/or Deliverables by Buyer.

9.5 Seller will inform Buyer in good time and in writing of any intended changes in (a) the production process or the raw materials used in the production of the Goods, (b) the equipment used for testing the Goods and/or (c) the quality assurance measures normally applied, so that Buyer can evaluate the potential effects of these changes on the Goods to be delivered and/or the further production process. Seller agrees to the implementation of a joint quality audit upon Buyer's request.

10. Insurance

During the term of the Contract, Seller shall maintain in force at its own expense, with a reputable insurance company, professional indemnity insurance, product liability insurance, public liability insurance, employers liability insurance and such other insurances required to meet its obligations under the Contract or as are required by law, in an amount sufficient to cover such liabilities that may arise under or in connection with the Contract. Seller will, on Buyer's request, produce insurance certificates giving details of the cover provided.

11. Confidentiality

11.1 "Confidential Information" means all commercial or technical information, know-how, specifications, inventions, processes or initiatives and any other

information concerning Buyer's business, products and services in any form or medium whether disclosed orally or in writing before or after the date of the Contract which is identified by any means as confidential at the time of such disclosure and/or would reasonably be considered to be confidential.

11.2 Seller will keep, and will procure to be kept, secret and confidential all Confidential Information disclosed by Buyer or obtained by Seller as a result of the relationship of the parties under the Contract, which Seller will not disclose to third parties unless required for the proper performance of the Contract (subject to Condition 11.3 or with the prior written consent of Buyer). Condition 11 shall survive termination of the Contract.

11.3 The obligations of confidentiality will not extend to any information Seller can show:

11.3.1 was in the public domain (other than as a result of a breach of this Condition 11); or

11.3.2 was in its written records prior to entering into the Contract; or

11.3.3 was independently disclosed to it by a third party entitled to disclose the same; or

11.3.4 was required to be disclosed under any applicable law, or by PO of a court or governmental body or authority of competent jurisdiction.

11.4 The Confidential Information may only be made available to those of Seller's employees, affiliates, agents and subcontractors who need to know it in PO to fulfil the Contract and who are under respective confidentially obligations.

12. Data Protection

12.1 In compliance with the provisions of the Mexican Federal Law on Protection of Personal Data Held by Private Parties and its regulations ("Personal Data Law"), the Parties expressly agree that the personal data of the Provider's proxy and other personal data of third parties ("Data Holder") will be used always and at all times in a confidential manner, solely and exclusively for the purposes of this Contract. Also, when appropriate, the Data Holder will be entitled to limit the use or disclosure of personal data and exercise in terms of Chapter VII of the regulations of the Mexican Personal Data Law, the rights of access, rectification, cancellation or opposition. It may also, in accordance with Article 21 of said regulation, revoke its consent in relation to the processing of said personal data, by means of a document presented at the address indicated in this Contract.

Either Party may transfer personal data to its subsidiaries, affiliates, subsidiaries, associates, controllers and in general any member company; in the understanding that the consent to transfer personal data will be deemed granted, unless the Data Holder expresses his opposition in this regard and it is appropriate in accordance with the Personal Data Law, its regulations and other applicable legal provisions.

12.2 For more information about the treatment and/or rights in relation to the processing of personal data, the Data Holder, or any third party, visit the Privacy Notice section of the Buyer's website.

12.3 Likewise, the Parties declare that they are aware of the obligations under their charge that derive from Data Privacy Law and other regulations related to the protection of personal data. In virtue of such, the Parties are obliged to have, as of the date of signing of this Contract, the necessary and sufficient legal, technical and administrative mechanisms that guarantee the safeguarding of the storage, processing, transfer, cancellation and destruction of personal data, that by virtue of this Agreement, either Party transfers to another or transfers, for the provision of the Services.

12.4 Additionally, the Seller declares that it knows the Buyer's Privacy Notice and therefore each Party accepts and acknowledges that he may not use the personal data that the Buyer other Party transfers to him for purposes other than those agreed in this Contract, nor may he assign or transfer them without prior consent prior and written of the Buyer. In any case, the Seller undertakes that the third party to whom the personal data is shared complies to the same extent as the Seller, with the provisions set forth in this Contract and those established in the applicable regulations.

12.5 Likewise, and in accordance with the Buyer's privacy policies, through this Contract, the Seller acknowledges that it will have access to personal and / or sensitive data of the subscribers and prospects of customers, customers and final recipients of the Buyer; therefore, the Seller undertakes to comply with the provisions of the Personal Data Law and any other regulations, guidelines and/or correlative agreements in force during the Term of this Contract.

12.6 Any conduct by the Seller, negligent or malicious, and that attempts or causes a breach of security to the Buyer's data, will be sanctioned in accordance with the applicable law. In addition to this, the Seller must hold the Buyer harmless from any procedure or dispute that may be initiated against it and reimburse any expenses or costs that the Buyer may have incurred to deal with such procedures or disputes and must compensate the damages that result to the detriment of the Buyer and/or the owner of the data.

12.7 In the event that negligent or intentional conduct is committed by third parties in the Seller's charge, the latter undertakes to carry out all the actions that must be initiated for the purpose of sanctioning the conduct, taking the Buyer out in peace and safe, reimbursing any expenses or Buyer cost had anything to disburse and redress for damages resulting to the detriment of the customer and/or the owner of the data..

13. Intellectual property rights

13.1 "IPR" means all patents, utility models, identification marks including trade marks, trade names, service marks, domain names, rights to prevent passing

- off, registered designs, design rights, copyrights, database rights, topography rights, confidential information for any of the aforementioned (including data, know-how and formulations) and any applications for any of the aforementioned and any similar right recognised from time to time with all rights of action for infringement in all countries in the world, together with all renewals and extensions
- 13.2 All IPR belonging to a party prior to entry into this Contract shall remain vested in that party. Nothing in this Contract is intended to transfer any IPR from either party to the other.
- 13.3 Seller grants to Buyer, or shall procure the direct grant to Buyer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to:
- 13.3.1 use, copy and modify the Goods, Services and/or Deliverables for the purpose of receiving and using the Goods, Services and/or the Deliverables and maintaining, repairing, extending, improving or selling them; and
- 13.3.2 use Seller's IPR to the extent that Buyer requires such IPR in PO to use or reasonably enjoy the Goods, Services and/or Deliverables.
- 13.4 Buyer shall be entitled to sub-licence all IPR received from Seller to its affiliates or service providers provided that such service providers shall only use the sub-licensed IPR to the extent reasonably required in the course of providing Services, Goods or Deliverable to Buyer and its affiliates.
- 14. Termination**
- 14.1 If a party (i) commits a material breach of the Contract which is not capable of being remedied; or (ii) commits a material breach of the Contract which is capable of being remedied but which it fails to remedy within 30 days of a written notice setting out the breach and requiring it to be remedied being given by the other party, the party not in breach may terminate the Contract immediately by giving written notice to the party in breach. A breach by Seller of any terms of the Contract regarding Delivery Date or compliance with ordered quantities, weights, volumes or Specifications will (whether or not Buyer has accepted the Goods or Services or any part of them, and irrespective of whether ownership in the Goods has passed to Buyer) constitute a material breach.
- 14.2 In addition, Buyer may terminate the Contract with immediate effect upon written notice to Seller if Seller:
- 14.2.1 fails to comply with its obligations under Conditions 12 (Data Protection), and 17 (Ethics and compliance); or
- 14.3 "**Insolvent**" has the following meaning in relation to Seller:
- 14.3.1 it passes a resolution for its winding-up or a winding up PO is made against it by a court or it has an administrator or an administrative receiver or a receiver or provisional liquidator appointed over its assets, income or any part thereof, or it is subject to a notice of intention to appoint an administrator or it enters into an arrangement with its creditors or is unable to pay its debts as provided by Mexico's Commercial Bankruptcy Law (Ley de Concursos Mercantiles); or
- 14.3.2 it has any distraint, execution or other process levied or enforced on any of its property; or
- 14.3.3 it ceases to trade or appears in the reasonable opinion of Buyer likely to, or is threatening to cease to trade; or
- 14.3.4 the equivalent of any of the above occurs to Seller in another jurisdiction to which Seller is subject.
- 15. Health and Safety**
- 15.1 Seller must ensure that it and its employees, agents and subcontractors fully understand and comply with all applicable health and safety rules and regulations (including all relevant site rules and regulations of Buyer which may be imposed from time to time).
- 15.2 Seller warrants that in the design, formulation, manufacture and packaging of the Goods and in the performance of the Services, the Goods and Services will be safe and without risk to health.
- 16. [Purposely left blank]**
- 17. Ethics and compliance and other standards**
- 17.1 Buyer is committed to conducting its business ethically, lawfully and safely as set out in its Code of Conduct and its Quality & Business Success and Safety, Health & Environment policies ("**Policies**"), which can be found on www.synthomer.com/corporate-responsibility/group-policies. Buyer reserves the right to amend its Policies from time to time without notice.
- 17.2 Buyer holds certifications in ISO 9001 (Quality Management) and ISO 14001 (Environmental Management).
- 17.3 Seller will, and will procure that its officers, employees, affiliates, agents and sub-contractors will, support and comply with the Policies and all applicable laws, statutes, regulations and codes relating to anti-bribery, anti-corruption, anti-modern slavery, trade sanctions and anti-tax evasion including but not limited to the US Foreign Corrupt Practices Act of 1977, the Mexican Criminal Code, the Mexican Administrative Liability Law, and the applicable provisions of the Mexican Anti-Corruption System, the UK Bribery Act 2010, the UK Modern Slavery Act 2015 and the UK Criminal Finances Act 2017. Buyer shall not be obliged to make any payment under this Contract if such payment would breach or expose Buyer to any sanction, prohibition or restriction under the aforementioned laws and regulations.
- 17.4 Procurement of Goods and Services may accordingly be evaluated on the basis of Buyer's policies, and can include considerations of ethics, quality, health and safety, environment, energy performance and Seller's own policies and certifications.
- 17.5 Buyer reserves the right to audit Seller in respect of its obligations under this Condition 17 and Seller will cooperate fully with such audit and provide any information reasonably required by Buyer.
- 18. Assignment and other dealings**
- 18.1 Buyer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.
- 18.2 To the extent permitted by law, Seller may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Buyer.
- 19. General**
- 19.1 **Waiver, remedies cumulative.** Buyer's rights and remedies set out in this Contract are in addition to any rights and remedies provided by law.
- 19.2 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, representations and undertakings between them whether written or oral, relating to its subject matter and neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any representation, misrepresentation or statement (whether made by the other party or any other person) which is not expressly set out in the Contract. Nothing in this Condition 19.2 will be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.
- 19.3 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 19.4 **Notices.** Any notice given in connection with the Contract must be in writing in the Spanish language and must be delivered by hand or sent by prepaid first class or special delivery post or pre-paid airmail to the receiving party at the address provided by it or to its registered office.
- Notices will be deemed to have been received: (i) if sent by pre-paid first class or special delivery post or pre-paid airmail at 9.00am on the second working day (in Mexico) after posting (exclusive of the day of posting); and (ii) if delivered by hand, on the day of delivery, provided that, where in the case of delivery by hand such delivery occurs after 4.00pm on any working day (in Mexico), service will be deemed to occur at 9.00am on the next following working day (in Mexico).
- 20. Governing Law and Jurisdiction**
- 20.1 The Contract and any non-contractual obligations arising out of or in connection with it will be exclusively governed by Mexican law (with the exclusion of the United Nations Convention on the International Sale of Goods) and the parties irrevocably submit to the exclusive jurisdiction of the courts of Mexico City, México for determination of any disputes, except where Buyer elects to bring proceedings in the country where Seller is incorporated.