

RESIN SOLUTIONS L.L.C.



GENERAL CONDITIONS OF SALE

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GENERAL PROVISIONS

ART. 1 – GENERAL CONDITION OF SALE

1.1 The following general terms and conditions (“**GCS**”) govern the sale of all products and services that are delivered at or through the Dutch Deposit by Resin Solutions LLC (“**Resin Solutions**” or “**Company**”) together with the Specific Conditions, if any and the Purchase Order (“**Order**”) collectively constitute the complete and final agreement (“**Agreement**”) by and between Resin Solution and the Buyer and apply notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other document or communication from Buyer. It is hereby expressly agreed that any reference to the application of general conditions in the Order or receipt message, other than the GCS, will be considered void and not applicable to the Resin Solutions sales. These terms explicitly and categorically supersede any conflicting, contrary, or additional terms in any purchase order or other document from Buyer. Any attempt by Buyer to introduce alternative terms is hereby expressly rejected.

The following GCS do not apply to any direct sale of all Resin Solution’ products and services delivered in the territory of the United States of America or any other sale that can be considered as domestic. For the purpose of these GCS, by “domestic” is any sale that disregarding the nationality of the Buyer are delivered in the territory of the United States of America, if the point of delivery is outside the territory of the United States of America these GCS will apply.

1.2 Any acceptance by Resin Solutions of general conditions of purchase or any other document of Buyer (including any specific conditions) shall be made in writing and shall not affect the precedence of the GCS but shall only supplement the GCS on subjects not addressed in the GCS.

1.3 For the purpose of this GCS, the placement of an Order, and/or the acceptance of Product is deemed as acceptance of the GCS by Buyer.

1.4 Resin Solutions reserves the right, from time to time and in its sole discretion, to modify the GCS. The new GCS will be published on the Company website at the address www.resinsolutions.com. At the Order acceptance, Resin Solution will transmit to the Buyer copy GCS together with Order Acceptance. Such GCS will regulate the Order and purchase of the Buyer in case the purchase is in instalment Resin Solution will communicate the new GCS which will be binding from the first delivery after the notice of the GCS. In such case the Buyer will have the right to withdraw from the Order within 5 (five) calendar days of the notice, after such term expires the GCS are deemed as accepted by the Buyer.

ART. 2 – DEFINITIONS

2.1 Unless otherwise expressly indicated, all capitalized terms used in this GCS shall have the meanings ascribed to them in this GCS. Singular terms shall include the plural and vice versa, and masculine terms shall include the feminine and vice versa.

2.2 The following expressions shall have the meanings ascribed to them here:

Agreement: in increasing order of priority, the GCS, together with the Specific Conditions, if any and agreed in writing, the Order and any amendment thereof.

Applicable Laws: all laws, statutes, regulations, ordinances, codes, rules, guidelines, orders, and permits of any governmental authority that apply to the parties or the subject matter of the Agreement.

Buyer: the party placing an Order with Resin Solutions for the supply of Product.

Bulk Product: unpackaged liquid product, without mark or count, sold by weight.

Business days: a day other than a Saturday or Sunday or Public Holiday in Italy and in the city of Ravenna.

Delivery: delivery to Buyer as defined in the applicable Incoterms appendix and in accordance with Incoterms® 2020.

Dutch Deposit: the deposit located in Amsterdam, The Netherlands

GCS: the present general conditions of sale of Resin Solutions, including their appendices. Order: the paper or electronic form (as part of electronic transactions) by which Buyer orders Product from Resin Solutions and is part of the Agreement.

(Order) Acceptance: the notice sent by Resin Solutions to the Buyer that accepts the Order and communicates the terms of the Delivery.

Product: the product deliverable under the Agreement.

Resin Solutions: is Resin Solutions LLC

Specific Conditions: separate business terms and conditions including deviations to the GCS agreed by the Parties in writing. The Specific Conditions shall be deemed as a modification/amendment of the GCS; in case of discrepancies the Specific Conditions shall prevail.

ART. 3 – ORDERS

3.1 When Resin Solutions receives an Order, Resin Solutions will acknowledge receipt within a reasonable timeframe. Together with the receipt of the Order, Resin Solution will send the web address referred to in point 1.4 above, where the Buyer will be able to view/download the GCS currently in force. Upon the Buyer's receipt of the acknowledgement receipt sent by Resin Solutions, it is presumed that GCS are known to the Buyer, who has to communicate within 5 (five) calendar days of the receipt of the acknowledgement receipt any objection to the GCS. Acknowledgement of receipt of the Order does not imply acceptance or confirmation of its terms and conditions by Resin Solutions and does not bind Resin Solutions to perform said Order.

3.2 Orders shall identify the Products, unit quantities, descriptions, applicable prices, requested delivery dates, delivery terms (Incoterms) and the place of delivery. Resin Solution, based on the Order, if it deems necessary may submit to the Buyer the Specific Conditions to integrate and complete the GCS. Specific Conditions shall also apply in case the Buyer's Order requires custom-made product/s, meaning that such product entails technical and chemical characteristics that are different from those of the Products ("**Non-Standard Product**" or "**NSP**").

3.3 Resin Solutions will only be bound by the terms and conditions of the Order after it has formally confirmed acceptance of same to Buyer in writing (the "**Order Acceptance**"). Silence of Resin Solutions will not imply acceptance of the Order.

3.4 The Acceptance notice shall include confirmation of the Product, unit quantities, descriptions, prices, delivery modalities, dates and point, the Acceptance notice will also confirm the application of the GCS and the Specific Conditions, if any. The delivery will be indicated in accordance with the INCOTERMS.

3.5 Unless objected to in writing within 5 (five) calendar days, the terms included in the Acceptance are deemed as confirmed.

ART. 4 – PRICES – INVOICING – PAYMENT

4.1 Prices are expressed in the currency agreed between the Parties and exclude VAT, taxes, duties and other fees. In the absence of a specific agreement, payments for transactions originating from the U.S. entity shall be made in USD, while payments for transactions involving the Dutch deposit shall be made in EUR. If the exchange rate fluctuates by more than [2] % between Order acknowledgment and Delivery, Resin Solutions may adjust the price accordingly, with written notice to the Buyer.

Any such taxes, duties or other fees shall be paid by Buyer. Any increase in duties, tariffs, or taxes due to regulatory changes in the U.S. or the EU after the Acknowledgment of the Order shall be borne by Buyer even if not mentioned in the Acceptance and even in case of a sale all duties paid. If Resin Solution will be required to pay such taxes, duties or other fees by the relevant authority, the Buyer will reimburse the amount in full without any delay and no later than 10 (ten) calendar days of Resin Solution request of reimbursement.

For transactions within the European Union, VAT shall be applied in accordance with EU VAT Directives and the Dutch tax authorities' regulations. Where applicable, the EU VAT reverse charge mechanism shall apply for business-to-business transactions within the EU.

For transactions involving shipments from the U.S. to the EU, all import duties, VAT, and other applicable taxes shall be borne by the Buyer unless otherwise agreed in writing.

4.2 Resin Solutions reserves the right to modify the price at any time. The new price shall be applicable as from the date indicated in writing by Resin Solutions in the Acceptance.

4.3 Any refusal by Buyer to apply the new price shall entitle Resin Solutions or Buyer to cancel performance of the concerned Order(s), without any liability or indemnity to the other party. In this case, if Buyer elects to cancel the Order, Buyer shall do so within five (5) Business days from notification by Resin Solutions of the new price or from the Acceptance notice. Without prejudice to the above Agreement and/or Orders of NSP, including work-in process, shall be non-cancellable and non-returnable.

4.4 Product will be invoiced at the price indicated in the Acceptance notice.

4.5 Any claim regarding invoicing shall be notified by Buyer within fifteen (15) calendar days of the date of the concerned invoice.

ART. 5 – PAYMENT

5.1 Invoices will be paid no later than thirty (30) calendar days from the date of the invoice, unless otherwise agreed in writing. Payment of Resin Solutions' invoice shall be made in full to the account designated in the invoice by wire transfer and without any deduction, counterclaim, withholding or set - off. Payments for goods shall be performed in accordance with the instructions in the Order Acceptance. Where applicable the invoice shall include all taxes, costs and expenses borne by Resin Solution in accordance with Article 4.1. second paragraph.

5.2 In case of failure in payment by Buyer, or in the event of reasonable doubt arising as to Buyer's solvency or in the event that new circumstances specific to Buyer would arise affecting its legal, financial or economic situation, Resin Solutions shall be entitled, prior to continuing sales and deliveries under the Agreement, at any time before the due date, to demand payment to be effected by means of provision of a letter of credit or by payment in advance or to require Buyer to provide Resin Solutions with a reasonable financial security within 10 (ten) Business days from Resin Solutions' request. If Buyer's creditworthiness is in doubt, Resin Solutions may demand an irrevocable bank guarantee or advance payment of [50] % of the Order value within 5 (five) Business days.

5.3 Without prejudice to Resin Solutions' other rights, in case of late payment, Resin Solutions shall have the right without prior notice to increase the amount recoverable by interest at a rate of ten (10) full percentage points per annum above the official interest rate for six months applied by the European Central Bank in EURO (or any equivalent fixing in another currency) to its main refinancing operations official rate. The interest shall be due from the date payment for the Product became due to the date of actual and full payment. Such interest can in no circumstances be construed as an agreement by Resin Solutions to provide extended credit and is in addition to any other rights of Resin Solutions arising out of such delay.

5.4 If Buyer fails to make payment when due, Resin Solutions may pursue any legal or equitable remedies, in which event Resin Solutions shall be entitled to reimbursement for costs of collection and reasonable attorneys' fees. In the event that Resin Solutions does need to pursue such legal or equitable remedies to obtain payment

of fees or in the event of any failed or returned wire transfers initiated hereunder, Buyer shall pay Resin Solutions a late-fee lump sum payment of Euro 100.00 in addition to the payments set forth above and any and all damages borne by Resin Solutions.

5.5 Under no circumstances shall Buyer be authorized to suspend, reduce or set - off any amounts due to Resin Solutions without Resin Solutions' prior written consent.

ART.6 – DELIVERY AND EXPORT CONTROL

6.1 General Delivery Provisions: The Order Acknowledgment shall indicate the delivery terms of the good in accordance with the applicable Incoterm 2020, specific deliver procedures, risk transfer points, transportation responsibilities, and insurance obligations are detailed in the applicable Incoterms appendix (FCA, CIF or DAP) attached to these GCS.

6.2 Resin Solutions shall use reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery dates. Buyer acknowledges that delivery dates provided in the Acceptance by Resin Solutions are estimates only and that Resin Solutions is not liable for failure to deliver on such dates.

6.3 Resin Solutions reserves the right to make deliveries in instalments. In the case of delivery in instalments, Buyer's failure to accept delivery of one instalment of Products shall allow Resin Solutions in its sole discretion to suspend and/or terminate the remainder of the Order in respect of remaining deliveries without incurring any liability or damages.

6.4 Delivery of a quantity that varies from the quantity specified shall not relieve Buyer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one instalment shall not entitle Buyer to cancel other instalments.

6.5 Export Control Compliance; The sale, resale, or disposition of Products and related technology are subject to the export control laws and regulations of the United States, the European Union, and the Netherlands. Buyer agrees to comply with all such regulations, including but not limited to U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). The Buyer hereby undertakes not to trade, sale, resale or transfer the goods to entities or countries that are sanctioned by the US or EU authorities. Resin Solution may at any time terminate this Agreement and any delivery in case the Buyer does not comply with the provision of this article 6.5.

6.6 Storage at Dutch Deposit; If the Buyer requests storage of Products at Resin Solutions' Dutch deposit, the following terms apply: (i) Storage fees shall be charged if Products remain at the deposit beyond an agreed period. (ii) Resin Solutions is not responsible for deterioration, contamination, or damages if the Buyer fails to arrange timely collection. (iii) insurance for stored goods shall be the Buyer's responsibility unless otherwise agreed.

ART. 7 – QUANTITY AND QUALITY – CLAIMS

7.1 General Quality Standards: All Products shall conform to Resin Solutions' written specifications as confirmed in the Order Acceptance. Resin Solutions will provide Buyer with a certificate of analysis with each shipment of Product.

7.2 Quantity Tolerance: Where Product is delivered in Bulk, Resin Solutions reserves the right to deliver up to more or less 10% of the quantity indicated in the Order Acceptance, unless otherwise stipulated in the Special Conditions. The quantity so delivered shall be deemed to be the contractual quantity agreed between the parties.

7.3 Quality and Quantity Determination: The specific procedure for determining the quantity and quality inspection requirements, and claims processes are detailed in the applicable Incoterms appendix based on the delivery terms agreed in the Order.

7.4 General Claims Procedure: Any claim relating to the quantity or quality of Product must be made in accordance with the procedures and timeframes specified in the applicable Incoterms appendix. Failure to comply with such procedures shall result in the claim being deemed barred and any liability on the part of Resin Solutions will be extinguished.

ART. 8 – SAFETY DATA SHEETS – REACH

8.1 Product Safety Data Sheets (“**SDS**”) are available on <http://www.resinsolutions.com> or on Buyer’s request. Buyer will communicate to Buyer’s employees, contractors, molders, compounders, and other agents (collectively with Buyer, the “**Buyer Parties**”) and customers the SDS and relevant health and safety information, whether Product is in its original form or subsequently Processed. Buyer will instruct Buyer Parties and customers in the proper and safe use, handling, Processing, storage, and disposal of Product, whether in Product original form or in a Processed form. As used herein, “**Process**”, “**Processed**,” and “**Processing**” shall mean the processing, application, alteration, compounding, blending, molding, mixing, or other uses of Product or the manufacture, assembly, or fabrication of articles or equipment, in whole or in part, directly or indirectly, from Product, alone or in combination with other materials.

8.2 REACH requirements: (Applicable only to Sales in the Territory of the European Union)

1) Resin Solutions states and warrants that the requirements and obligations of the European Regulation No. 1907/2006 and any further amendments (including Regulation CLP (EC) 1272/2008 on classification, labelling and packaging of substances and mixtures), hereinafter referred to as “**REACH**”, to allow the placing on the market of the Product(s) sold and/or delivered under the Agreement and/or the substances contained therein – for the downstream end-uses that Resin Solutions has been informed of by Buyer within the timeframe required under REACH and to which Resin Solutions has not objected – shall be fulfilled throughout the term of the Agreement within the timeframe required under REACH. Resin Solutions shall endeavour to inform Buyer sufficiently in advance – as soon as Resin Solutions becomes aware of – if a substance within Resin Solutions’ Products should not be compliant with REACH or CLP, and in case Resin Solutions cannot offer an alternative, in order to enable Buyer to look for alternative sources of supply and in which case paragraph 6 applies for the relevant Product.

2) In application of article 31 of REACH, Resin Solutions shall provide Buyer with a copy of the current SDS for the Product(s) and/or the substance(s) contained therein whenever this is so required. Resin Solutions undertakes to disclose to Buyer all reasonably relevant and/or required information received from the manufacturer/importer or from its own supplier, which is not mentioned in the SDS, to the extent that Resin Solutions is authorized to disclose so. In case no SDS is required under article 31 of REACH, Resin Solutions undertakes to disclose the information specified in article 32 of REACH. Resin Solutions undertakes to provide Buyer at his first request with written confirmation as well as any other evidence that may be required in order to demonstrate that the Product(s) and/or substances contained therein meet the REACH and CLP requirements mentioned above. Resin Solutions undertakes to cooperate fully to allow Buyer to comply with any inspection and request made by the national authorities regarding compliance with REACH and CLP.

3) Buyer undertakes to become acquainted with the abovementioned information and to comply with and implement the provisions, measures and precautions mentioned in the SDS and/or additional information. Buyer undertakes to provide such information and obligations to its personnel, contractors and/or customers to whom it supplies the Product(s). Moreover, Buyer undertakes to disclose to Resin Solutions any new information on the hazardous properties of the delivered Product(s) which Buyer would acquire, in addition to any other information with a nature to challenge and/or improve the risk management measures for the Product(s), the precautions or the recommendations set forth in the SDS. Should Buyer want new or specific uses to be included in the SDS, it must provide Resin Solutions in writing with sufficient information on such uses, within a timeframe that is compatible with the implementation of the obligations resulting from REACH. However, and notwithstanding such notification, Resin Solutions is not bound to take into consideration the specific or new uses that are not provided for in the SDS. For any use advised by Buyer which is declared unsafe or advised against by Resin Solutions, or which is not mentioned in the SDS, Buyer undertakes to either

draft a report on the chemical safety and carry the costs for implementation of REACH or discontinue such use.

4) The identified uses of substances supplied by Buyer to Resin Solutions are only supplied to Resin Solutions in order to allow the latter to comply with REACH. Consequently, the fact that Resin Solutions is made aware of the uses by Buyer in the framework of the exposure scenarios shall not constitute, neither shall it be construed as being an agreement between parties regarding the contractual quality of the Product nor shall it represent or be construed as giving any guarantees or warranties (express or implied) with respect to the merchantability, suitability, technical performances or (technical) fitness of the Product for any particular purpose or otherwise.

5) Authorization. To the extent that substances in the Products are included in Annex XIV REACH – List of substances subject to authorization (the “Listed Substances”), with the indication of the date from which the placing on the market and the use of the Listed Substances shall be prohibited unless an authorization is granted (i.e. the “Sunset Date”) and the downstream use(s) of the Listed Substances are not exempted from authorization under REACH, Resin Solutions shall apply or, at his option, shall have its supplier apply, for an authorization and use its reasonable efforts to obtain an authorization before the Sunset Date. Subject to the foregoing, and only if the authorization is not obtained by decision of ECHA, or if it is obvious that the authorization will not be obtained before the Sunset Date, Resin Solutions shall use or, at his option, shall have his supplier use, reasonable efforts to develop for Buyer suitable alternative solution(s) to the Listed Substances in question.

6) In case the Product(s) would not comply with REACH and CLP, Buyer shall, notwithstanding anything to the contrary and without prejudice to its right to claim damages (subject to the limitations under article 12), have the right to suspend or terminate immediately the Agreement and/or current Orders with respect to the noncompliant Product(s), without paying any indemnity nor compensation to Resin Solutions. Notwithstanding anything to the contrary, both parties shall have the right to terminate immediately the Agreement and/or current Orders with respect to the non-compliant Product(s), without paying any indemnity or compensation to the other party, in case:

- ECHA rejects the registration of the Product(s) and/or the substances contained therein without any fault of Resin Solutions, or

- ECHA imposes restrictions on the Product(s) and/or the substances contained therein leading to:

- ⇒ a decision of the Resin Solutions to stop manufacturing and/or importing the Product(s), or

- ⇒ the situation that said Product(s) become irrelevant and/or cannot be applied anymore for the uses of Buyer, or

- paragraph 5 applies and the Products and/or the Listed Substances contained therein will not be authorized for the uses of Buyer and no alternative solution can be offered by Resin Solutions using reasonable efforts.

7) Resin Solutions undertakes to defend, to indemnify and to hold Buyer harmless against (i) any and all damage arising out of or resulting from any claim – this however limited to the contract price of the supplied Product with respect to the relevant Order or Agreement – and (ii) any and all administrative, civil and penal fines imposed by the competent authorities to Buyer, and resulting from the non-compliance with REACH by Resin Solutions’ fault (including the failure to provide the required SDS).

However Resin Solutions shall not be liable for any claims or any loss or damage if the Product is used for another use than those identified in Resin Solutions’ SDS (including identified uses declared by Buyer and not objected to by Resin Solutions in the framework of the exposure scenarios), and/or if the use advised by Buyer is declared unsafe or advised against by Resin Solutions, and/or if the specifications and precautions contained in the applicable SDS are not observed.

Resin Solutions shall not be responsible or liable for any non-fulfilment or delay in the performance of its commitments and obligations if this is due to the observance of legal or regulatory obligations under REACH.

For the avoidance of any doubt, it is specified that the liability of Resin Solutions as defined in this article shall neither be affected nor reduced by any other provision of the GCS and/or the Specific Conditions and/or the Agreement that may limit or reduce the liability of the Resin Solutions as defined hereunder. In case of contradiction and/or discrepancy between this article and any other article of the GCS and/or the Specific Conditions and/or the Agreement, the former shall prevail for REACH.

ART. 9 – TRANSFER OF RISKS AND TITLE

9.1 Risk Transfer: The risks of loss and/or damage to Product shall pass to Buyer in accordance with the specific Incoterms® 2020 provisions detailed in the applicable appendix (FCA, CIF, or DAP), unless otherwise agreed and included in the Special Conditions.

9.2 Title Transfer: Title to Product shall pass to Buyer upon full payment of the purchase price, irrespective of when risk transfers or physical delivery occurs under the applicable Incoterms.

ART. 10 – INTELLECTUAL PROPERTY AND REFERENCE TO RESIN SOLUTIONS'S BRANDS AND TRADE NAMES

10.1 Buyer acknowledges that all trade secrets and Confidential Information (as defined below) which may be disclosed to it by Resin Solutions, or its affiliates shall at all times, both during and after expiration or termination of this Agreement for any reason, remain the exclusive property of Resin Solutions and/or its affiliates and that Buyer shall not acquire any proprietary interest whatsoever therein. "Confidential Information" means all knowledge and information disclosed by Resin Solutions or its affiliates to Buyer orally or in writing, or acquired by Buyer through observation, regarding Resin Solutions' and/or its affiliates' technology, inventions, formulas, know-how, services, forecasts, sales methods, customer lists, customer usages and requirements, financial information, business plans, strategies and future business relationships, engineering data, and design information, with the exception of such information which Buyer can demonstrate by competent written evidence: (i) was already part of the public domain at the time of the disclosure by Resin Solutions or its affiliates; (ii) becomes part of the public domain through no fault of Buyer (but only after and only to the extent that it is published or otherwise becomes part of the public domain); or (iii) is received (after the disclosure by Resin Solutions or its affiliates) by Buyer from a third party who did not require Buyer to hold it in confidence and did not acquire it directly or indirectly from Resin Solutions or its affiliates under a continuing obligation of confidence. Any attempt by Buyer to circumvent technology transfer restrictions will constitute a material breach of contract, entitling Resin Solutions to immediate termination and potential legal recourse.

10.2 Except as necessary to perform its duties under this Agreement, Buyer shall not use or disclose any of such Confidential Information or Resin Solutions' or its affiliates' trade secrets but shall care for such confidential information and trade secrets using at least the same degree of care given its own confidential information and trade secrets.

10.3 Upon expiration or termination of this Agreement for any reason, Buyer shall, within fifteen (15) days, surrender to Resin Solutions all tangible and intangible objects and all copies thereof relating to trade secrets and other Confidential Information and all of Resin Solutions' or its affiliates'. Buyer shall be permitted to destroy rather than return all analyses, extracts, and summaries prepared by Buyer which contain Confidential Information, and such destruction shall be certified in writing to Resin Solutions by an authorized officer of Buyer who has supervised such destruction.

10.4 Buyer's obligations of non-use and non-disclosure of Resin Solutions' and its affiliates' trade secrets will survive for so long as such trade secret constitutes a trade secret or for five years, whichever is longer. Nothing in this Agreement shall be construed to limit or negate the trade secrets where it provides Resin Solutions with broader protection than that provided herein.

10.5 Buyer shall not impose or enforce any requirement or enforce any commitment or undertaking that may result transfer technology, a production process, or other proprietary knowledge of Resin Solutions to a natural person or an enterprise in its territory. Seller may condition the Delivery or continued of the Delivery if there is any statutory or law requirement to transfer technology, a production process or other proprietary knowledge of the Seller to a natural person or an enterprise in its territory of the Buyer.

10.6 Any use of Resin Solutions' or its affiliates' trademarks or other intellectual property shall be subject to Resin Solutions' prior written approval in each instance and such restrictions as Resin Solutions may, in its sole discretion, impose from time to time.

Buyer agrees that neither it nor its affiliates will seek to register any trademark, service mark, or trade dress owned by, or confusingly similar to, Resin Solutions or its affiliates, and if Buyer or any of its affiliates does obtain such a registration, Buyer or its affiliate shall immediately assign and do hereby assign the same to Resin Solutions or its designee. Buyer acknowledges and agrees that Resin Solutions or its affiliates own all right, title, and interest in and to its trademarks. Except as otherwise agreed by Resin Solutions, Products sold by Buyer shall bear Resin Solutions' or its affiliate's trademark, and Buyer shall not remove or efface such trademark. Buyer shall not sell Products unless Resin Solutions has granted Buyer the right to do so.

Buyer will not repackage the Products or resell Products without Resin Solutions' prior written consent or unless specified in the Order, which consent may be withheld by Resin Solutions in its sole discretion. Any use of Resin Solutions' or its affiliates' trademarks in advertisements or promotion must be preapproved in writing by Resin Solutions. Buyer and its affiliates agree to take all steps which Resin Solutions may from time to time consider to be necessary to perfect or protect Resin Solutions or its affiliates' rights in its trademarks including, without limitation, executing all necessary assignments, declarations, and other documents requested by Resin Solutions from time to time. Any intellectual property disputes arising from transactions involving the U.S. entity shall be subject to U.S. intellectual property laws.

Upon expiration or termination of this Agreement for any reason, Buyer and its affiliates shall take such steps and execute such documents as Resin Solutions requests to cause Resin Solutions or its affiliates to own all rights in its trademarks and to terminate any rights Buyer may have to use such trademarks. Buyer shall inform Resin Solutions promptly of any potential or actual infringement of any of Resin Solutions' or its affiliates' trademarks and shall provide all assistance and information required by Resin Solutions, at Resin Solutions' expense, in connection with any such infringement.

10.7 Buyer undertakes to immediately inform Resin Solutions of any infringement of Resin Solutions' intellectual property rights.

ART. 11 – TERMINATION

11.1 If at any time for the duration of the Agreement any party:

- a. is in material breach of the Agreement and/or the Order and does not remedy the breach within fifteen (15) calendar days from the receipt of written notice from the party requiring remedy; or
- b. passes a resolution for winding-up, dissolution, administration or reorganization (other than for the purpose of an amalgamation or reconstruction) or if a court makes an order to that effect; or
- c. declares a moratorium in respect of any of its indebtedness; or
- d. has appointed to it or any of its assets a liquidator, receiver, administrator, administrative receiver or other similar officer, then, the other party may, without prejudice to any other rights and remedies it may have under the Agreement or at law and to the extent authorized under applicable law, either i) suspend its performance under the Agreement immediately or ii) terminate the Agreement and/or the Order immediately upon prior written notice.

ART. 12 – WARRANTIES AND LIABILITIES

12.1 Resin Solutions warrants it has good and marketable title to Product sold to Buyer and that, at the time of Delivery Product delivered conforms to Resin Solutions' specifications. Resin Solutions makes no other warranties of any kind, express or implied, including any warranty of merchantability or fitness of the Product for any particular purpose, even if that purpose is known to Resin Solutions. Resin Solutions makes no representations or warranties, express or implied, concerning the suitability of the Product for processing or for Buyer's intended use, processing, application, sale, or marketing. Buyer is solely responsible for the selection of Product and the determination of the suitability of Product for processing, use, sale, marketing, or other application(s). Any technical support, application information, advice, or assistance that Resin Solutions may furnish to Buyer is gratuitous and shall in no way be deemed part of the sale. Resin Solutions makes no representations or warranties, express or implied, of any technical support, any proprietary information provided, or the results that might be obtained from technical support.

Without prejudice to the above, Resin Solution does not warrant NPS.

12.2 **Remedies for Non-Conformity:** In case of non-conformity of Product asserted after contradictory examination, the specific remedies available to Buyer and the procedures for implementing such remedies are detailed in the applicable Incoterms appendix. Such remedies shall constitute Resin Solutions' sole and entire liability and Buyer's sole and exclusive remedy for any non-conformity claim.

12.3 **Liability Limitations:** Buyer shall not in any event be entitled to, and Resin Solutions shall not be liable for indirect, special, incidental or consequential damages of any nature including, without limitation, business interruption costs, removal and/or reinstallation costs, procurement costs, loss of profit or revenue, promotional or manufacturing expenses, overhead, injury to reputation or loss of customers, even if Resin Solutions has been advised of the possibility of such damages. Buyer's recovery from Resin Solutions for any claim shall not exceed Buyer's purchase price for the product indicated in the Order Acknowledgment giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, warranty, or otherwise. Resin Solutions shall not be liable for, and buyer shall indemnify, defend and hold Resin Solutions harmless from any claims based on Resin Solutions' compliance with Buyer's specifications or instructions, or modification of any products by parties other than Resin Solutions, or use in combination with other products. In addition to the existing liability exclusions, Resin Solutions shall not be liable for any penalties, fines, or damages resulting from regulatory changes in the U.S., EU or in the Netherlands that impact trade compliance, tax policies, or export/import restrictions.

12.4 Under no circumstances shall Resin Solutions be liable for any loss of profit, loss of income, loss of production, business interruption, loss of business opportunity, loss of contract, loss of reputation, costs of replacement supplies, for indirect, special, incidental or consequential damages, whether foreseeable or not, nor -- to the extent and/or within the limits permitted under applicable law -- for attorney's fees, litigation costs and expenses.

12.5 After Delivery of Product to Buyer, Buyer assumes responsibility for injury, loss, damage, and compliance with applicable regulations regarding the handling, storage, sale, Processing, use, or misuse of Product, and Resin Solutions shall have no liability thereof.

12.6 **Buyer Indemnification:** Buyer shall indemnify and hold Resin Solutions harmless from and against any claim, liabilities, costs, expenses (including court costs, reasonable legal expenses and attorneys' fees), or damages caused by Buyer's handling, storage, use, Processing, application, resale of Product or the end use or application of Product by Buyer. Furthermore, the Buyer shall indemnify and hold Resin Solutions harmless against any claims, penalties, or fines arising from the incorrect declaration of customs information, VAT non-compliance, or failure to obtain necessary import/export licenses.

12.7 Buyer hereby releases and agrees to indemnify, defend and hold harmless Resin Solutions, its managers, members, officers, agents, employees, affiliates, successors, assigns and any third-party suppliers ("**Indemnified Parties**") from and against any and all direct and indirect claims, debts, actions, causes of

action, liabilities, loss, suits, demands, fines, penalties, judgments, omissions, damages or expenses whatsoever, including, without limitation, attorneys' fees and costs of proceedings ("**Damages**") incurred by or against Resin Solutions or any of Indemnified Parties due to or arising out of, in connection with, resulting from or relating to **(i)** misrepresentations, breach of the warranties, representations, covenants or agreement contained in this Agreement or any law by Buyer or any of Buyer's shareholders, directors, officers, employees, affiliates, representatives, agents, successors or assigns ("**Buyer's Parties**"), or **(ii)** any damage to or destruction of property, or injury to or death of persons caused, or alleged to have been caused, in whole or in part, by any intentional, reckless, negligent or other act (or failure to act) of Buyer or any of Buyer's Parties, or **(iii)** losses, damages or injuries caused by Buyer's products, Buyer's specifications, designs, approvals or instructions provided to Resin Solutions, or due to improper application or use of the Products or otherwise.

Prior to settling any claim, Buyer will give Resin Solutions an opportunity to participate in the defense and/or settlement of such claim. Buyer shall not settle any claim without Resin Solutions' written consent. In the event of any form of recall affecting or relating to the Products, Resin Solutions shall have the right to control the recall process and Buyer shall fully cooperate with Resin Solutions in connection with the recall.

ART. 13 – FORCE MAJEURE

13.1 Neither party shall be held liable for any failure to perform or delay in performance of the Agreement caused directly or indirectly by an event of Force Majeure that the affected party (the "**Affected Party**") could not reasonably have predicted and to the extent that the Affected Party was unable to reasonably avoid or overcome such event or its consequences.

13.2 Each of the following occurrences shall constitute an event of Force Majeure even if the above criteria are not fulfilled: fire, sabotage, accident, explosion, interruption or blockade of transportation or communication means, shortage of power or raw material, destruction of installations or equipment, breakdown of machinery or plant, requirements from governmental or local authorities, compliance with any law, order by a legal or de facto authority, embargo, seizure of assets, quarantine, economic blockade, riots, war (whether declared or not), civil war, terrorist act, coup, revolution, act of piracy, strike, lockout or other labour dispute, including strikes or labour disputes affecting the transportation, refineries and depots preventing the normal functioning of production, storage or consumption installations, acts of God, drought, flood, adverse weather conditions, epidemic, changes in U.S. or EU trade regulations that restrict or prohibit the sale of the Product to the Buyer; Regulatory actions by the U.S. or Dutch authorities affecting the Resin Solutions' ability to fulfil its obligations. cyberattacks disrupting Resin Solutions' systems, or supply chain failures beyond its control (e.g., raw material shortages due to geopolitical events)

13.3 To be so excused the Affected Party shall provide the other party with Written notice of the nature and anticipated duration of the Force Majeure event as soon as practicable. However, to the extent that part of Product remains available from Resin Solutions' producing plant affected by the Force Majeure, Resin Solutions will endeavour to apportion available Product among itself and its purchasers on a reasonable and equitable basis, without incurring any liability for failure to perform under the Agreement. The Affected Party may omit purchases or deliveries during the Force Majeure period and the contract volume shall be reduced by the quantities so omitted. In no event shall Resin Solutions be required to purchase products, raw materials, feedstocks, energy or materials from others or a different source in order to deliver Product to Buyer.

ART. 14 – CONFIDENTIALITY

14.1 Buyer shall treat as strictly confidential any information provided by Resin Solutions in the context of the preparation or performance of any Order. This confidentiality obligation shall remain in force for three (3) years from the date of the Order.

ART. 15 – ASSIGNMENT – CHANGE OF CONTROL

15.1 Buyer shall not assign or otherwise transfer all or part of the Agreement without the prior written consent of Resin Solutions. Resin Solutions shall be entitled to freely assign the Agreement to its affiliates, in which case Buyer expressly agrees Resin Solutions shall be released from its contractual obligations.

15.2 In the case of a company restructuring or change of control, Buyer shall notify Resin Solutions with adequate information to allow Resin Solutions to assess the impact of changes and Resin Solutions shall have the right to i) demand financial security at Resin Solutions' discretion, or ii) terminate the Agreement with a two (2) weeks' notice after such notification without prejudice to any other rights and remedies.

15.3 Resin Solutions may without Buyer's consent assign all or a portion of its rights to receive and obtain payment under the Agreement, provided such assignment does not contravene any applicable law, regulation or decree binding upon Buyer. Any payment made by Buyer to the payee specified by Resin Solutions in respect of the Product deliverable under the Agreement shall be in full discharge of Buyer's payment obligations to Resin Solutions under the Agreement. Any such assignment will not detract from Resin Solutions' obligations under the Agreement, except the obligation of confidentiality related to such assignment. Resin Solutions or its assignee shall have the right to set-off any of its receivables with any amount due by Resin Solutions or its assignee against Buyer.

ART. 16 – TIME BAR

16.1 Any claim of Buyer (except for quality and quantity for which the provisions of article 7.3 and/or 7.4 and/or 7.6 shall apply or for demurrage claims) shall be barred if not notified to Resin Solutions within one (1) year of the date of Delivery of Product, or the date on which it should have been delivered.

ART. 17 – CODE OF CONDUCT – COMPLIANCE WITH INTERNATIONAL ECONOMIC SANCTIONS – ANTI-CORRUPTION

17.1 Parties undertake to comply with all Applicable Laws insofar as these affect the performance of the Agreement.

17.2 Resin Solutions and Buyer represent and warrant that they shall perform the Agreement in full compliance with the applicable rules and principles set out in their respective code of conduct (a copy of which is available on their respective website or on request). In the absence of such code of conduct for one of the parties, the Agreement shall comply with the principles of the code of conduct of the other party.

17.3 Parties must comply with U.S. OFAC sanctions, EU Blocking Statute (Regulation (EC) 2271/96), and Dutch export controls. Neither party shall be obligated to perform any obligation under the Agreement if such performance would result in a violation of U.S., EU, or Dutch export control laws or economic sanctions. If such a situation arises, the affected party shall have the right to suspend or terminate the Agreement without liability

17.4 Anti-Corruption Undertakings:

A. Buyer and Resin Solutions each warrant and undertake to the other that in connection with the Agreement and the performance thereof, they will each respectively comply with any laws, regulations, rules, decrees and/or official government orders applicable to such party relating to anti-bribery or anti-money laundering and that they shall each respectively take no action that would subject the other to fines or penalties under such laws, regulations, rules or requirements.

B. Buyer and Resin Solutions each represent, warrant and undertake to the other that they shall not, directly or indirectly: pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to: **(i)** a government official or an officer or employee of a government or any department, agency or instrumentality of any government; **(ii)** an officer or employee of a public

international organization; **(iii)** any person acting in an official capacity for or on behalf of any government or department, agency or instrumentality of such government or of any public international organization; **(iv)** any political party or official thereof, or any candidate for political office; **(v)** any director, officer, employee or agent/representative of an actual or prospective counterparty, Resin Solutions or customer of buyer or Resin Solutions; or **(vi)** any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities.

C. In particular, Resin Solutions represents and warrants to Buyer that it has not made any payments or given anything of value to officials, officers or employees of the government of the country in which Product originated or any agency, department or instrumentality of such government in connection with Product that is the subject of the Agreement that would be inconsistent with or contravene any of the above-referenced legislation.

D. Without prejudice to any other rights or remedies which may have hereunder or at law, Buyer or Resin Solutions may either **(i)** suspend or **(ii)** terminate the Agreement forthwith upon written notice to the other at any time, if in their reasonable judgment the other is in breach of any of the above representations, warranties or undertakings.

ART. 18 – PERSONAL DATA PROTECTION

18.1 Personal data processing shall be in compliance with both the EU General Data Protection Regulation (GDPR) and applicable U.S. data protection laws including the California Consumer Privacy Act (CCPA), where applicable. Resin Solutions informs Buyer that any information related to an identified or identifiable natural person, in particular business contact details of Buyer's personnel and contractors, which is communicated to Resin Solutions ("**Personal Data**"), will be subject to data processing by Resin Solutions.

18.2 This data processing is used to manage and perform the Agreement. Resin Solutions may also process the Personal Data in order to comply with its legal obligations.

18.3 Personal Data will only be used by Resin Solutions and will not be transmitted to third parties except to service providers involved in the management and monitoring of customer relationship or to the affiliates of Resin Solutions for products and services similar to those which are the subject of the Agreement.

18.4 Personal Data may be retained by Resin Solutions for as long as necessary to manage and perform the Agreement and to comply with applicable laws.

18.5 In accordance with applicable law, any individual whose Personal Data is communicated to Resin Solutions has a right to access Personal Data and to require Resin Solutions to rectify, update, amend, correct, delete, share with certain third parties, cease or limit Personal Data processing. Individuals wishing to exercise their rights can contact Resin Solutions or CNIL if necessary.

18.6 Buyer shall inform its personnel and contractors and other relevant individuals of the content of this article.

ART. 19 – APPLICABLE LAW AND JURISDICTION

19.1 The Agreement shall be governed exclusively by the laws of the Republic of Italy. Any disputes arising out of or in connection with this Agreement shall fall under the exclusive jurisdiction of the Court of Ravenna, Italy.

19.2 The United Nations Convention on Contracts for the International Sale of Goods ("**CISG**") shall not apply to this Agreement and Resin Solutions hereby excludes and disclaims the CISG from any contract placed by Resin Solutions with any sub-suppliers or sub-contractors in connection with any Order.

ART. 20 – MISCELLANEOUS

20.1 No delay or omission by either party to exercise any right or privilege herein conferred or to enforce any of the terms and conditions of the Agreement shall be construed as a waiver of any such right, privilege, terms or conditions.

20.2 If any provision of the Agreement is declared to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction or either party's compliance with any ruling or resolution of the United Nations or the European Union has a like or similar effect, the remainder of the Agreement (and of such provisions) shall not be affected except to the extent necessary to delete such illegal, invalid or unenforceable provision (or part thereof).

APPENDICES - INCOTERMS SPECIFIC PROVISIONS

APPENDIX A - FCA DELIVERIES

Scope of Application: This Appendix applies to all deliveries made under FCA (Free Carrier) Incoterms® 2020, typically for shipments from the Dutch Deposit or U.S. facilities where Buyer arranges transportation.

1. RISK TRANSFER AND DELIVERY

1.1 Risk of loss and/or damage to Product shall pass to Buyer when the Product is delivered to the carrier nominated by Buyer at the named place (Dutch Deposit or U.S. facility), in accordance with Incoterms® 2020 FCA provisions.

1.2 Delivery shall be deemed complete when:

- For containerized shipments: The Product is loaded into the container at Resin Solutions' premises
- For bulk shipments: The Product is loaded onto the truck/road tanker at the loading terminal
- For other shipments: The Product is placed at the disposal of the carrier at the named place

1.3 Title to Product shall pass to Buyer upon Delivery as defined above, subject to full payment as per Article 9.2 of the General Provisions.

2. TRANSPORTATION AND INSURANCE

2.1 Buyer shall arrange and pay for all transportation from the named place of delivery to the final destination.

2.2 Buyer shall be responsible for obtaining adequate insurance coverage for the Product from the point of delivery onwards.

2.3 Selection of the carrier and delivery route shall be made by Buyer. If Buyer requests Resin Solutions to make such selection on Buyer's behalf, this shall be documented in writing and any additional costs shall be borne by Buyer.

2.4 All transportation charges, including loading costs beyond the named place, shall be paid by Buyer in addition to the price of the Products unless otherwise agreed in the Specific Conditions.

3. QUANTITY AND QUALITY DETERMINATION

3.1 The determination of quantity and quality shall be made at the loading terminal/point in accordance with Incoterms® 2020 FCA provisions and good standard practice at the time of loading.

3.2 Resin Solutions will provide Buyer with a certificate of analysis with each shipment of Product.

3.3 The certificates of quantity and quality (or such other equivalent documents as may be issued by the loading terminal) shall, save fraud or manifest error, be used for invoicing purposes but without prejudice to the rights of Buyer to make a claim in accordance with Section 4 below.

4. INSPECTION AND CLAIMS

4.1 Upon delivery to the carrier, Buyer shall inspect Product and conduct all appropriate checks to ensure quantitative and qualitative compliance of Product.

4.2 Buyer shall notify any apparent defect (including any hidden defect that would have been discovered by a reasonable person), or missing quantities and immediately mark the transport documents accordingly.

4.3 Buyer shall confirm by recorded mail to Resin Solutions any defects discovered during this incoming inspection within five (5) calendar days of Delivery.

4.4 Resin Solutions shall not for any reason whatsoever be liable for damages or defect of the packaging of the Products due to transport in accordance with Incoterms® 2020 FCA.

4.5 For any claim relating to the quantity or quality of Product for any reason, Buyer must provide notice in writing, with details and supporting documentation, to Resin Solutions within thirty (30) calendar days after Delivery of Product, or such claim shall be deemed to be barred and any liability on the part of Resin Solutions will be extinguished.

4.6 Notwithstanding Section 4.5, Buyer will notify any hidden defect in writing to Resin Solutions within eight (8) calendar days of the date of discovery of the hidden defect, but in any case, no later than ninety (90) calendar days from the date of Delivery.

5. REMEDIES FOR NON-CONFORMITY

5.1 In the event the delivered quantity of Product is not compliant with the quantity mentioned in the Agreement (without prejudice to Article 7.3 of the General Provisions), Buyer will have the right to require delivery of the missing quantities under terms to be agreed upon between the parties.

5.2 In case of claim made by Buyer in accordance with the provisions of Section 4 and non-conformity is asserted after contradictory examination, Resin Solutions' sole and entire liability and Buyer's sole and exclusive remedy for any such claim shall be, at Resin Solutions' option:

- (i) the replacement of non-conforming Product, or
- (ii) the refund of the purchase price of Product if payment has already been effected, or
- (iii) if the non-conforming Product does not meet the contractual specifications but is nevertheless usable by Buyer, the negotiation in good faith of a mutually acceptable arrangement in respect thereof (for ex. a reduction of price for such non-conforming Product) and the conclusion of such arrangement will in such case be deemed as an acceptance of non-conforming Product by Buyer; to the exclusion of any other liability or indemnity of any kind.

5.3 No return of Product shall be accepted without the prior formal acceptance of Resin Solutions formalized in a return voucher.

6. TRUCK/ROAD TANKER REQUIREMENTS

6.1 DEFINITIONS

When used in this Section 6, the following words have the meaning ascribed to them here below:

- "Requirements" shall include but not be limited to those relating to health, safety, security and the environment; personal protective equipment relating to the truck/road tanker and its driver; technical requirements of the truck/road tanker; and the required configuration(s) of the truck/road tanker.
- "Loading Terminal" means the facilities at which the Product is loaded or is to be loaded.

6.2 ACCEPTANCE OF TRUCKS/ROAD TANKER(S)

Buyer shall ensure the means of transportation comply with Resin Solutions' requirements (the "Requirements") and any regulation in force. Resin Solutions reserves the right to refuse loading if in its reasonable opinion the means of transportation supplied by Buyer does not conform to these Requirements. Resin Solutions shall inform Buyer of the truck/road tanker Requirements at the Loading Terminal prior to any nomination by Buyer of a means of transportation.

Buyer warrants that:

- a) all conveyances, including truck/road tanker(s) made available for the delivery of the Product shall be tendered in a clean, tight and solid condition and fit to receive the Product;

b) all conveyances shall conform to all official rules and regulations required for the receipt and carriage of the Product;

Buyer shall hold Resin Solutions harmless from all claims and indemnify Resin Solutions for all costs and losses if any of the above warranties are not complied with.

Notwithstanding anything to the contrary express or implied elsewhere in the Agreement, Resin Solutions shall have the absolute right (which right may only be exercised prior to the passing of property hereunder) to refuse, on any reasonable grounds, to accept any truck/road tanker(s) nominated by Buyer. Resin Solutions shall not be liable for any loss or damage which Buyer may suffer as a result of Resin Solutions exercising such right.

Notwithstanding any prior acceptance of any truck/road tanker(s), Resin Solutions shall have the absolute right (which right may only be exercised prior to the passing of property hereunder) to reject the truck/road tanker(s) in question on any reasonable ground if such truck/road tanker(s) is involved in any incident or more recent information regarding such truck/road tanker(s) becomes available to Resin Solutions at any time after such prior acceptance.

Without derogating from any other reasonable grounds that may be available to Resin Solutions, such reasonable grounds include (but are not restricted to) a rejection on the basis that the truck/road tanker(s) are determined by Resin Solutions to be unacceptable under Resin Solutions' documented assurance requirements.

The truck/road tanker(s) must at all times have hazardous material documentation on-board and clearly display hazardous material plates in accordance with applicable law(s) and the road tanker Requirements at the Loading Terminal.

6.3 NOMINATION

All nominations relating to the delivery of Product into or by truck/road tanker(s) shall, unless otherwise specifically agreed between the parties, be in accordance with the standard operating terms and procedures of the operator of the Loading Terminal.

Buyer shall provide the following information to Resin Solutions in writing no later than ten (10) Business Days prior to the first day of the Loading Date:

- date of arrival at the Loading Terminal;
- the number of truck/road tanker(s) and their identification numbers;
- the quantity / net weight of Product to be loaded in each truck/road tanker;
- destination(s) of the truck/road tanker(s), including full details necessary to comply with the requirements of EMCS, and must include (without limitation) full details (name, address and excise license number) of the relevant excise license holder (authorized warehouse keeper) and the tax warehouse itself; and
- where the Product has not been released for free circulation in the EU (i.e. has T1 status), Buyer must provide sufficient information about the Product's destination(s) as to enable Resin Solutions to comply with the EU Community Transit rules, including by the use of the New Computerised Transit System ("NCTS").

Where Buyer's nomination is made in accordance with this Section, Resin Solutions will confirm the nomination and notify Buyer in writing of the: • Loading Terminal; • Loading Terminal code; and • Load code.

For each truck/road tanker, Buyer shall provide a fully trained driver certified by the Loading Terminal as being qualified to drive truck/road tankers within the Loading Terminal. Such driver(s) shall be made available to Buyer's truck/road tanker(s) upon arrival of such truck/road tanker(s) at the Loading Terminal.

6.4 LOADING AND DISCHARGE

Loading of the truck/road tanker(s) must be carried out in a safe and compliant manner in accordance with applicable law(s) and truck/road tanker Requirements at the Loading Terminal. For Product in Bulk, loading must commence at the point the hoses are connected and continue uninterrupted.

Without limiting any other provisions of the Agreement, any loss of, or damage to, the Product occurring before, during or after the loading operations, which is caused by the truck/road tanker, the truck/road tanker's owner, or Buyer or any of their respective contractors, agents or employees, shall be for the account of Buyer.

Any claim made against Resin Solutions by Resin Solutions's supplier or by the Loading Terminal operator or by any third party in respect of damage to any property of Resin Solutions supplier or any facilities at the Loading Terminal or to any property of any third party which are caused by the truck/road tanker or the truck/road tanker's owner, or Buyer or their respective contractors, agents or employees shall be borne by Buyer. Buyer shall indemnify (including for the legal costs and disbursements which Resin Solutions incurs or becomes liable to pay), release and hold Resin Solutions harmless of any claims, liabilities, demands, actions, suits, judgments, costs and expenses arising out of the above.

6.5 OTHER CONDITIONS

All other conditions relating to the delivery of Product into or by truck/road tanker(s) shall, unless otherwise specifically agreed between the parties, be in accordance with the standard operating terms and procedures applied by the operator at the Loading Terminal.

Buyer shall ensure carrier has knowledge and understanding of the security provisions in Italy and holds all the necessary authorization for the transport of Products

APPENDIX B - CIF DELIVERIES

Scope of Application: This Appendix applies to all deliveries made under CIF (Cost, Insurance and Freight) Incoterms® 2020, typically for ocean freight shipments where Resin Solutions arranges transportation and insurance.

1. RISK TRANSFER AND DELIVERY

1.1 The risks of loss and/or damage to Product shall pass to Buyer when the Product passes the ship's rail at the port of shipment, in accordance with Incoterms® 2020 CIF provisions.

1.2 Delivery shall be deemed to occur when the Product passes the ship's rail at the port of shipment, whether shipped from the U.S. facility or the Dutch facility, unless otherwise agreed and included in the Special Conditions.

1.3 Title to Product shall pass to Buyer upon arrival at the named port of destination, irrespective of the earlier transfer of risk at the port of shipment.

2. TRANSPORTATION AND INSURANCE

2.1 Resin Solutions shall arrange and pay for the ocean freight from the port of shipment to the named port of destination.

2.2 Resin Solutions shall procure, at its own expense, cargo insurance in line with CIF Incoterms® 2020, providing minimum coverage as defined by Institute Cargo Clauses (C) or equivalent, covering at least 110% of the CIF contract value, for the benefit of Buyer.

2.3 Buyer shall be entitled to claim directly under such insurance in the event of loss or damage occurring during transit.

2.4 Unless otherwise specified by Buyer in writing prior to shipment, Resin Solutions shall be responsible for selecting the carrier, the shipping route, and the port of destination.

2.5 Resin Solutions shall provide Buyer with the insurance certificate or policy and all necessary documentation to enable Buyer to claim under the insurance.

3. QUANTITY AND QUALITY DETERMINATION

3.1 The determination of the quantity and quality of the Product shall be carried out at the port of shipment, at the time of loading onto the vessel, in accordance with Incoterms® 2020 CIF and in line with applicable industry standards.

3.2 Resin Solutions shall provide the Buyer with a certificate of analysis and with certificates of quantity and quality (or equivalent documents issued at the port of shipment) for each shipment.

3.3 Such certificates shall be used for invoicing purposes and shall be considered as conclusive evidence of quantity and quality at the time of shipment, except in the event of fraud or manifest error. This shall not affect Buyer's right to inspect the Product upon arrival and to make claims as provided under Section 4, without altering the transfer of risk under CIF terms.

4. INSPECTION AND CLAIMS

4.1 Upon arrival of the Product at the port of destination, Buyer shall inspect the Product without undue delay to verify its apparent condition and to detect any visible loss, damage, or shortage.

4.2 Buyer shall record any such issues on the transport documents at the time of receipt and shall notify Resin Solutions in writing of any claim, including for hidden defects discoverable upon reasonable inspection, within five (5) calendar days from the date of arrival of the Product at the port of destination.

4.3 In accordance with Incoterms® 2020 CIF, the risk of loss or damage to the Product transfers from Resin Solutions to Buyer once the Product passes the ship's rail at the port of shipment. Resin Solutions shall not be liable for any loss, damage, or defect occurring after that point, including during transit, except to the extent that such loss or damage is covered by the cargo insurance that Resin Solutions is obligated to procure for the benefit of Buyer under the CIF term.

4.4 For any claim relating to the quantity or quality of Product for any reason, Buyer must provide notice in writing, with details and supporting documentation, to Resin Solutions within thirty (30) calendar days after arrival of Product at the port of destination, or such claim shall be deemed to be barred and any liability on the part of Resin Solutions will be extinguished.

4.5 Notwithstanding Section 4.4, Buyer will notify any hidden defect in writing to Resin Solutions within eight (8) calendar days of the date of discovery of the hidden defect, but in any case, no later than ninety (90) calendar days from the date of arrival at the port of destination.

5. REMEDIES FOR NON-CONFORMITY

5.1 In the event the delivered quantity of Product at the named port of destination is not compliant with the quantity mentioned in the Agreement (without prejudice to Section 4), Buyer will have the right to require delivery of the missing quantities under terms to be agreed upon between the parties.

5.2 In case of claim made by Buyer in accordance with the provisions of Section 4 and non-conformity is asserted after contradictory examination, the liability shall be determined based on when the non-conformity occurred:

a) For non-conformities existing at the time the goods passed the ship's rail at the port of shipment, Resin Solutions' sole and entire liability and Buyer's sole and exclusive remedy for any such claim shall be, at Resin Solutions' option:

- (i) the replacement of non-conforming Product (with Resin Solutions bearing all costs including transportation to the named port of destination), or
- (ii) the refund of the purchase price of Product if payment has already been effected, or
- (iii) if the non-conforming Product does not meet the contractual specifications but is nevertheless usable by Buyer, the negotiation in good faith of a mutually acceptable arrangement in respect thereof (for ex. a reduction of price for such non-conforming Product) and the conclusion of such arrangement will in such case be deemed as an acceptance of non-conforming Product by Buyer; to the exclusion of any other liability or indemnity of any kind.

b) For damages or non-conformities occurring during transport after the goods have passed the ship's rail at the port of shipment, Buyer shall first seek compensation under the marine insurance policy arranged by Resin Solutions. Any claims not covered by insurance shall be subject to the transport terms and conditions of the carrier.

5.3 No return of Product shall be accepted without the prior formal acceptance of Resin Solutions formalized in a return voucher. In case of accepted returns under CIF terms, transportation costs for return shipment shall be borne by the party determined to be responsible for the non-conformity.

6. VESSEL NOMINATION AND ACCEPTANCE

6.1 Resin Solutions shall arrange and select the vessel for transportation of the Product from the Port of Shipment to the Port of Destination. Resin Solutions shall ensure that the vessel complies with all applicable maritime regulations and requirements.

6.2 Resin Solutions warrants that: a) the vessel made available for the delivery of the Product shall be seaworthy, clean, tight, and fit to receive and carry the Product; b) the vessel shall conform to all official maritime rules and regulations required for the receipt and carriage of the Product; c) the vessel shall hold all necessary certificates, including but not limited to safety certificates, classification certificates, and any specific certificates required for the carriage of chemical products.

6.3 Buyer shall be notified of the vessel nomination, including vessel name, estimated time of arrival at the Port of Destination, and relevant voyage details, no later than five (5) Business Days prior to the estimated departure from the Port of Shipment.

7. LOADING OPERATIONS

7.1 Loading of the Product at the Port of Shipment shall be carried out by Resin Solutions at its cost and at its risk up to the point the goods pass the ship's rail, in accordance with applicable maritime regulations, port requirements, and good industry practice.

7.2 Resin Solutions shall ensure that:

- Loading operations commence and continue in a safe and compliant manner;
- All port and terminal requirements are met;
- Proper stowage and securing of the Product is completed;
- All required documentation for maritime transport is prepared and provided.

7.3 Risk of loss or damage to the Product shall pass from Resin Solutions to Buyer when the Product passes the ship's rail at the Port of Shipment, notwithstanding that Resin Solutions remains responsible for the costs of freight and insurance to the Port of Destination.

8. TRANSPORT AND DELIVERY DOCUMENTATION

8.1 Resin Solutions shall arrange and pay for the ocean freight from the Port of Shipment to the Port of Destination. The selection of the shipping line, vessel, and routing shall be at Resin Solutions' discretion unless otherwise specified by Buyer in the Agreement.

8.2 Resin Solutions shall provide Buyer with all transport documents, including but not limited to:

- Bill of Lading or Sea Waybill
- Commercial Invoice
- Packing List
- Certificate of Analysis
- Insurance Certificate
- Any other documents required for customs clearance and receipt of goods.

8.3 All documentation shall comply with the requirements of international maritime transport, the countries of export and import, and any applicable international conventions.

9. PORT OPERATIONS AND DISCHARGE

9.1 Upon arrival at the Port of Destination, all costs for discharge, port handling, customs clearance, and delivery from the port shall be for Buyer's account, unless otherwise agreed in the Special Conditions.

9.2 Buyer shall nominate the discharge terminal at the Port of Destination and ensure that all necessary arrangements are made for the prompt discharge of the Product upon vessel arrival.

9.3 Buyer shall ensure that the discharge terminal meets all safety and technical requirements for handling the Product and holds all necessary permits and authorizations.

9.4 Import documentation, customs clearance at the Port of Destination, and payment of import duties and taxes shall be Buyer's responsibility unless otherwise specified in the Agreement.

10. MARITIME COMPLIANCE

10.1 Resin Solutions shall ensure compliance with all applicable international maritime regulations, including but not limited to SOLAS, MARPOL, and the IMDG Code where applicable to the Product being transported.

10.2 Any special requirements for the Product's maritime transport, including temperature control, ventilation, or other specific handling conditions, shall be clearly specified in the Agreement and implemented by Resin Solutions at its cost.

APPENDIX C - DAP DELIVERIES

Scope of Application: This Appendix applies to all deliveries made under DAP (Delivered at Place) Incoterms® 2020, where Resin Solutions delivers Product to the named place at Buyer's premises or other agreed destination.

1. RISK TRANSFER AND DELIVERY

1.1 Risk of loss and/or damage to Product shall pass to Buyer when the Product is placed at Buyer's disposal at the named place of destination, ready for unloading from the arriving means of transport, in accordance with Incoterms® 2020 DAP provisions.

1.2 Delivery shall be deemed complete when the Product arrives at the named place and is ready for unloading by Buyer. The Product must be made available to Buyer on the arriving means of transport.

1.3 Title to Product shall pass to Buyer upon Delivery as defined above, subject to full payment as per Article 9.2 of the General Provisions.

2. TRANSPORTATION AND INSURANCE

2.1 Resin Solutions shall arrange and pay for all transportation to the named place of destination, including all intermediate handling and transport costs.

2.2 Resin Solutions shall maintain adequate insurance coverage for the Product during transportation to the destination.

2.3 Resin Solutions shall select the carrier and transportation route in its discretion, unless otherwise agreed in writing with Buyer.

2.4 All transport costs to the named place shall be included in the contract price unless otherwise specified in the Specific Conditions.

3. UNLOADING AND DESTINATION REQUIREMENTS

3.1 Unloading of Product at the destination shall be Buyer's responsibility and at Buyer's cost, unless otherwise agreed in the Specific Conditions.

3.2 Buyer shall ensure that the destination facility can accommodate the delivery vehicle and has adequate facilities for safe unloading, including appropriate equipment, trained personnel, and safety measures.

3.3 Buyer shall provide necessary permits, authorizations, and access arrangements for delivery to the named place, including any special access requirements or delivery time restrictions.

3.4 The named place must be accessible for standard commercial vehicles unless special arrangements are made and agreed upon in the Order.

4. QUANTITY AND QUALITY DETERMINATION

4.1 Determination of quantity and quality shall be made at the point of origin before departure, with certificates provided to Buyer.

4.2 Resin Solutions will provide Buyer with a certificate of analysis with each shipment of Product.

4.3 Final verification may be conducted upon arrival at destination, subject to the inspection and claims procedures in Section 5 below.

4.4 For bulk deliveries, quantity tolerance of $\pm 10\%$ shall apply unless otherwise specified in the Specific Conditions.

5. INSPECTION AND CLAIMS

5.1 Upon arrival at the named place, Buyer shall inspect the Product immediately upon delivery and notify any apparent damage, shortage, or defect to the carrier and Resin Solutions without delay.

5.2 Buyer shall provide written notice of any claims within twenty-four (24) hours of delivery for apparent defects that are visible upon delivery.

5.3 For quantity or quality claims, Buyer must provide detailed written notice with supporting documentation within fifteen (15) calendar days of delivery, or such claims shall be deemed barred and any liability on the part of Resin Solutions will be extinguished.

5.4 Hidden defects must be notified in writing within eight (8) calendar days of discovery, but no later than sixty (60) calendar days from delivery.

5.5 Resin Solutions shall not be liable for any damage, deterioration, or loss occurring after the Product has been placed at Buyer's disposal at the named place, even if unloading has not yet commenced.

6. REMEDIES FOR NON-CONFORMITY

6.1 In the event the delivered quantity of Product is not compliant with the quantity mentioned in the Agreement (subject to applicable tolerance), Buyer will have the right to require delivery of the missing quantities under terms to be agreed upon between the parties.

6.2 If non-conformity is established after contradictory examination, Resin Solutions' sole and entire liability and Buyer's sole and exclusive remedy for any such claim shall be, at Resin Solutions' option:

- (i) replacement of non-conforming Product (including delivery to the named destination), or
- (ii) refund of the purchase price if payment has already been effected, or
- (iii) if the non-conforming Product does not meet the contractual specifications but is nevertheless usable by Buyer, negotiation in good faith of a mutually acceptable arrangement (e.g., price reduction); to the exclusion of any other liability or indemnity of any kind.

6.3 For defects discovered after unloading, Buyer must preserve the Product in its delivered condition pending Resin Solutions' inspection and decision on remedial action.

6.4 No return of Product shall be accepted without prior written authorization from Resin Solutions, documented in a return voucher.

7. CUSTOMS AND IMPORT CLEARANCE

7.1 Resin Solutions shall handle export clearance and documentation from the country of origin, including all export permits, licenses, and customs formalities.

7.2 Import customs clearance, payment of duties, taxes, and obtaining import permits at the destination country shall be Buyer's responsibility unless otherwise agreed in writing in the Specific Conditions.

7.3 If Resin Solutions agrees to handle import clearance on behalf of Buyer, all related costs (duties, taxes, fees, agent charges) shall be for Buyer's account and must be reimbursed within ten (10) calendar days of Resin Solutions' request with supporting documentation.

7.4 Any delays or additional costs arising from customs clearance issues shall be for Buyer's account unless caused by Resin Solutions' error in documentation.

8. DELIVERY SCHEDULING AND ACCESS

8.1 Resin Solutions shall provide Buyer with reasonable advance notice of the estimated delivery time, typically 24-48 hours before arrival, unless otherwise agreed.

8.2 Buyer shall ensure that the named place is accessible for the delivery vehicle during normal business hours (8:00 AM to 5:00 PM local time) or as otherwise agreed in the Order.

8.3 If delivery cannot be completed due to Buyer's failure to provide access, accept delivery, or arrange for unloading, storage costs and additional delivery charges shall be for Buyer's account.

8.4 In case of failed delivery attempts due to circumstances beyond Resin Solutions' control, Resin Solutions may, at its discretion:

- Arrange temporary storage at Buyer's cost and risk until delivery can be completed
- Return the Product to origin at Buyer's expense
- Make alternative delivery arrangements at Buyer's cost

8.5 Buyer shall provide adequate notice of any changes to delivery requirements, access restrictions, or contact information.

9. SPECIAL HANDLING REQUIREMENTS

9.1 Any special handling, storage, temperature control, or transportation requirements for the Product during delivery shall be clearly specified in the Order and confirmed in the Order Acceptance.

9.2 Temperature-controlled transportation, hazardous material handling, special equipment requirements, or other special services shall be arranged by Resin Solutions, with costs included in the contract price unless otherwise specified.

9.3 Buyer shall ensure that destination facilities meet all safety, environmental, and regulatory requirements for receiving and storing the specific Product being delivered.

9.4 Special equipment for unloading (cranes, pumps, etc.) shall be Buyer's responsibility unless specifically agreed otherwise in the Specific Conditions.

10. FORCE MAJEURE IN TRANSPORTATION

10.1 Delays due to force majeure events during transportation (weather, traffic restrictions, border delays, etc.) shall not constitute breach of contract, provided Resin Solutions notifies Buyer promptly of such events and expected delays.

10.2 Additional costs arising from force majeure delays (storage, re-routing, detention charges, etc.) shall be allocated based on the specific circumstances and applicable law, but generally shall be for Buyer's account unless caused by Resin Solutions' negligence.

10.3 If force majeure events prevent delivery for more than thirty (30) days, either party may terminate the affected Order without penalty.

11. DOCUMENTATION AND RECORD KEEPING

11.1 Resin Solutions shall provide delivery documentation including:

- Delivery receipt for Buyer's signature
- Certificate of analysis
- Transport documents (CMR, bill of lading, etc.)
- Any customs clearance documents (if handled by Resin Solutions)
- Temperature records (if applicable)

11.2 Buyer shall sign delivery receipts acknowledging receipt of the Product in apparent good condition, or noting any exceptions observed at the time of delivery.

11.3 All delivery documentation shall be retained by both parties for a minimum period as required by applicable law and these GCS.

12. SECURITY AND SAFETY

12.1 During transport to the destination, Resin Solutions shall ensure compliance with all applicable security and safety regulations for the specific Product being transported.

12.2 Resin Solutions shall ensure that transport providers have appropriate licenses, certifications, and insurance for carrying the specific type of Product.

12.3 Buyer shall ensure that the destination facility meets security and safety requirements for receiving the Product, including appropriate personnel training and emergency procedures.

APPENDIX D - IMPLEMENTATION AND INTERPRETATION GUIDE

1. HIERARCHY OF PROVISIONS

1.1 In case of conflicts between provisions in this Agreement, the following hierarchy applies in descending order of priority:

- Specific Conditions explicitly agreed in writing
- Applicable Incoterms Appendix (A, B, or C)
- General Provisions of these GCS (Articles 1-20)
- Incoterms® 2020 official ICC rules

1.2 References to "delivery" in the General Provisions shall be interpreted according to the applicable Incoterms appendix specified in the Order Acceptance.

1.3 Where the General Provisions refer to specific procedures (claims, inspection, remedies), the detailed procedures in the applicable Incoterms appendix shall govern.

2. SELECTION OF APPLICABLE INCOTERMS

2.1 The applicable Incoterms appendix shall be determined by the delivery terms specified in the Order and confirmed in the Order Acceptance.

2.2 If no specific Incoterms are mentioned, the default shall be:

- FCA (Appendix A) for shipments from Dutch Deposit within Europe
- CIF (Appendix B) for intercontinental ocean freight
- DAP (Appendix C) only when explicitly requested and confirmed

2.3 Mixed shipments or complex delivery arrangements shall be governed by Specific Conditions that may combine elements from different appendices.

3. TRANSITION PROVISIONS

3.1 For Orders placed before the effective date of these revised GCS but not yet delivered, the parties may agree to apply these provisions by mutual written consent.

3.2 Where existing contracts reference specific delivery terms without detailed procedures, those terms shall be interpreted according to the applicable appendix in these GCS.

3.3 Long-term supply agreements may incorporate these provisions by reference in subsequent Order Acceptances.

4. MODIFICATIONS AND AMENDMENTS

4.1 Any amendments to the Incoterms-specific provisions must be agreed in writing and shall form part of the Specific Conditions referenced in Article 2.2 of the General Provisions.

4.2 Standard modifications for specific trade routes, products, or customers may be incorporated by reference in the Order Acceptance, provided such modifications are documented and available to Buyer.

4.3 Verbal modifications to delivery terms shall not be binding unless subsequently confirmed in writing by both parties.

APPENDIX E - QUICK REFERENCE GUIDE

DELIVERY TERMS COMPARISON TABLE

Aspect	FCA (Appendix A)	CIF (Appendix B)	DAP (Appendix C)
Risk Transfer Point	At carrier (loading point)	Ship's rail (port of shipment)	Named destination
Transportation Cost	Buyer	Seller to port of destination	Seller to destination
Transportation Arrangement	Buyer	Seller	Seller
Insurance During Transport	Buyer	Seller (minimum ICC-C)	Seller
Unloading at Destination	Buyer	Buyer	Buyer
Export Clearance	Seller	Seller	Seller
Import Clearance	Buyer	Buyer	Buyer*
Claims Period (Apparent Defects)	5 days from delivery	5 days from arrival	24 hours from delivery