

GENERAL PURCHASE CONDITIONS FOR GOODS AND SERVICES

These Conditions are applicable to and are an essential component of all requests for proposals, quotations, and Purchase Orders. The Customer explicitly rejects the applicability of any other general terms and conditions or provisions from the Supplier.

1. DEFINITIONS

Agreement:	Has the meaning set forth in the frame agreement to which these Conditions are annexed to, if such was entered into by an entity of IVL and the Supplier. If there is no such frame agreement, then Agreement refers to the Order, issued by the entity of IVL, together with any documents expressly incorporated therein.
Affiliate:	Any corporation or entity that exercises direct or indirect control over, is controlled by, or shares common control with the mentioned party. An entity shall be deemed to “control” another entity if it has the power to direct or cause the direction of the management or policies of the other entity whether through ownership of voting securities or otherwise.
Conditions:	These General Purchase Conditions for Goods and Services.
Customer:	Indorama Ventures Mobility Longlaville SAS. Indorama Ventures Mobility Longlaville Services SAS.
IVL:	The group of companies organizationally connected with Indorama Ventures Public Company Limited.
Goods:	The products and any associated documentation to be delivered as detailed in the Order.
Order:	the purchase order issued by the Customer or an entity of IVL including all related documentation.
Services:	the services and any related deliverables to be provided as outlined in the Order.
Supplier:	each person or entity that enters into an agreement with the Customer.

2. APPLICABILITY

- 2.1. These Conditions apply to all offers made by the Supplier, orders placed by the Customer and agreements concluded with the Supplier.
- 2.2. Acceptance of Goods and/or Services delivered under the Agreement shall not constitute acceptance of any the Supplier's terms and conditions. Performance of any part of an Order by the Supplier will operate as the Supplier's unconditional acceptance thereof.
- 2.3. If any provision of these Conditions is held by a competent authority to be invalid or unenforceable, the validity of the other provisions of these Conditions shall not be affected. Parties agree to replace the ineffective or invalid provision(s) by a provision of similar import, which reflects as closely as possible the intent of the original clause.

3. ORDERS AND CONFIRMATION

- 3.1. Orders and agreements shall only be binding if they have been issued or confirmed by the Customer in writing.
- 3.2. Order confirmations must include the exact prices, the delivery time and, if applicable, all other relevant details not included in the Order.

4. PRICES

- 4.1. The Supplier shall deliver the Goods and/or perform the Services for the price(s) mentioned in the Agreement. Unless explicitly specified otherwise, prices are (i) set and unchangeable, (ii) do not include Value Added Tax, but (iii) encompass all other taxes, duties, levies, fees (including license fees), charges, and cover all costs.
- 4.2. Unless stipulated differently in the Order, the Customer is required to settle the invoiced

amount to the Supplier through a bank transfer within sixty (60) days in which the invoice was received, provided that the invoice is accurate and not subject to dispute.

- 4.3. The Customer doesn't authorize any other entity of IVL to affect the payment due by the Customer.
- 4.4. In cases where Services are provided with reimbursement, the Supplier is responsible for maintaining records of all costs, expenses, and hours worked and must grant the Customer access to these records.
- 4.5. The Supplier shall send its invoices to the Customer promptly after the delivery of Goods or provisions of Services are complete. The Customer shall not be responsible for delayed payments if the Supplier does not submit timely invoices.
- 4.6. Unless otherwise agreed, consignments for which delivery has not been agreed with all costs paid to the place of receipt or place of consignment are to be dispatched in the most economical way. Each delivery is to be charged upon dispatch.
- 4.7. Premiums for transport and breakage insurance may only be charged if this has been expressly agreed in writing.
- 4.8. The ORDER NUMBER must be stated on all communications, dispatch notifications and invoices. An immediate notification of dispatch is to be sent for all deliveries with details of the number of units and weight.

5. DELIVERY, DEFECTS AND WARRANTY

- 5.1. Unless explicitly specified otherwise through mutual agreement, the Goods will be delivered in accordance with Incoterm DDP at the Customer's site.
- 5.2. Delivery shall be affected in adequate packaging. Expensive and reusable packaging will be reclaimed by the Supplier. The Supplier will promptly furnish the Customer with all requisite licenses, documents, information, specifications, and instructions needed for the safe and proper transportation, utilization, handling, processing, and storage of the Goods, along with any customary certificates of analysis or conformity. If applicable, any of the Customer's stored Goods will be returned in their original quantity, state, and condition.
- 5.3. The Supplier warrants the proper functioning of the Goods and warrants that the Goods will be in conformity with the specifications and requirements, be unused, of good materials and workmanship, free from any and all defects and from any and all liens and encumbrances, pledge or right of retention and suitable for the intended purpose. These warranties should not be interpreted as negating any warranties or rights that the Customer currently possesses or may acquire, and they apply to both the Customer and its customers.
- 5.4. The Customer is entitled to reject any Goods, which are delivered (i) not at the agreed time, (ii) not in the agreed volume and/or quantity, (iii) in inappropriate or damaged packaging or (iv) with other defect(s), for risk and account of the Supplier and without prejudice to Customer's right to compensation for the losses and damages suffered as a result of the Supplier's non-compliance.
- 5.5. The Supplier guarantees that the Customer or its authorized representative has the chance to examine the Goods or the manufacturing process of the Goods, as well as any location where the Services or a portion thereof may be performed. The act of inspection, testing, acceptance, or payment does not absolve the Supplier of its obligations and warranties.
- 5.6. Within a span of 2 years after the date of acceptance or the date of initial operational use, whichever occurs later, the Supplier will expeditiously rectify or replace all Goods. Any Goods or components that have been repaired or replaced will be covered by a renewed 2-year warranty starting from the date of repair or replacement. If requested, the Supplier will, as feasibly as possible, allow the Customer to continue using these Goods until the Supplier has supplied replacement Goods. The warranty duration will be extended by any period(s) during which the Goods have been non-operational.
- 5.7. Unless otherwise agreed, orders for materials or parts and elements of machinery and equipment shall be executed in accordance with German Industry Standards (DIN).

6. TRANSFER OF TITLE

- 6.1. The ownership of the Goods and the deliverables from the Services will transfer to the Customer upon their delivery at the designated delivery point, as specified in the Agreement. In cases where the Goods or deliverables from the Services are received by the Customer in stages or in accordance with agreed-upon milestones (such as being tied to the Customer's payment percentage), each individual phase or milestone will be regarded as a distinct delivery, and the ownership of such (partially completed) Goods or (partial) Service deliveries will be transferred to the Customer.
- 6.2. The title and risk of Goods under a rental service agreement remain with the Supplier.

- 6.3. The ownership of Customer's Goods held in storage under a warehousing agreement remains with the Customer. The responsibility for the risk associated with these Goods is transferred to the Supplier upon the acceptance of the Goods and ceases after the delivery of these Goods to the Customer.
- 6.4. The Supplier must clearly label and store any raw materials and partially completed items designated for the creation or production of the deliverables, as well as the final deliverable itself. The risk associated with these goods remains the responsibility of the Supplier until they are accepted.

7. OWNERSHIP AND INTELLECTUAL PROPERTY

- 7.1. Any and all information, property or materials disclosed to the Supplier remains the property of the Customer. The Supplier is not entitled to make use of or refer to any trademark, trade name, domain name, patent, design, copyright, or other intellectual property right of the Customer or any of its Affiliates, unless prior obtained written consent of the Customer. Any authorized use of the Customer's trademark, trade name, domain name, patent, design, copyright, or other intellectual property right shall be strictly in accordance with the instructions of the Customer and for the purposes specified.
- 7.2. The Supplier warrants that the Goods and/or Services, alone or in combination, will not result in or give rise to any infringement or misappropriation of any intellectual property right of a third party.
- 7.3. If the Supplier manufactures Goods and/or provides Services pursuant to instructions of the Customer, and unless expressly otherwise accepted in writing between the parties, the Supplier hereby assigns to the Customer, by way of present and future assignment, all intellectual property rights, know-how, copyrights and other items (inventions, drawings, feasibility studies, software (including source codes, sub-software and documentation), etc.) related to such Goods and/or Services developed by or on behalf of the Supplier. The Supplier shall co-operate in the execution of any formalities necessary to effectuate the transfer of the ownership of such intellectual property rights.
- 7.4. Intellectual property rights to software not developed explicitly for the Customer or on the Customer's instructions shall remain with the Supplier and the Supplier shall grant the Customer a non-exclusive, non-transferable, irrevocable, perpetual and royalty free license not limited to specific equipment or location. The Customer is allowed to provide sub-licenses to other IVL companies.

8. CONFIDENTIALITY

- 8.1. Any and all information provided by or on behalf of the Customer shall be treated as confidential and shall only be used by the Supplier for the purpose of this Agreement. Disclosing information is only allowed to any of its employees or a third party on a strict need-to-know basis, except in case the Supplier is required to disclose the information by virtue of a court order or statutory duty, provided that the Supplier shall immediately inform the Customer and reasonably cooperate with the Customer should it seek to obtain a protective order. The Supplier shall upon demand promptly return to the Customer all such information. The Supplier shall not retain a copy thereof. The Supplier shall treat the existence of the Agreement as confidential. The Supplier or its employees will sign a confidentiality agreement upon request.

9. COMPLIANCE

- 9.1. The Supplier is in compliance with, and shall remain in compliance with, all applicable laws, rules and regulations, and standards, in connection with the performance of this Agreement, including but not limited to, all applicable laws and regulations relating to: (i) anti-bribery and anticorruption, including but not limited to, the Foreign Corrupt Practices Act of 1977 (“FCPA”), the UK Bribery Act (“UKBA”) and laws intended to implement the OECD on Combating Bribery of Foreign Public Officials in International Business Transactions; (ii) trade controls, sanctions and prohibitions administered by the European Union (i.e. European Council), the United Kingdom, U.S. Department of Treasury Office of Foreign Assets Control (“OFAC”), the U.S. Department of Commerce's Bureau of Industry and Security (“BIS”) and any other applicable trade sanctions laws or regulations; (iii) import-export laws and regulations that prohibit, regulate or require licensing or other approvals relating to the shipment, delivery or receipt of goods; and (iv) environmental, health and safety laws and regulations, including but not limited to any permits, licenses and other authorizations which may be required under all applicable laws.

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10. SUSTAINABILITY AND RESPONSIBLE RESOURCING POLICY

- 10.1. IVL's values, as determined in the Corporate Governance Manual, are essential to IVL in creating sustainable value. The Supplier agrees to use its best efforts to comply with the Corporate Governance Manual as well as with the Supplier Responsible Sourcing policy which can be found at the IVL website <https://www.indoramaventures.com/storage/downloads/governance/cg-manual/english/index.html> and <https://www.indoramaventures.com/storage/downloads/governance/code-of-conduct/suppliers/ivl-responsible-sourcing-policy.pdf>.
- 10.2. The Supplier shall comply with and act in accordance with all applicable safety, health and environmental instructions, avoid pollution of the soil and the groundwater, limit air and noise pollution on the Customer site, comply with site and site access regulations as well as IVL (network) security regulations. The Supplier must arrange for proper and safe transport and equipment, as well as skilled and qualified staff, able to speak the local languages of the Customer and/or English, in order to work in a safe, healthy and environmentally responsible manner. The Customer may audit these aspects of this Agreement. The Supplier shall report any irregularity with respect to safety, health and environment and security. In case of an incident. The Supplier shall, under supervision of IVL, immediately take all measures to clean up, isolate or prevent pollution resulting from such an incident.

11. DATA PRIVACY

- 11.1. Unless agreed otherwise in writing, both the Customer and the Supplier may process personal data such as business contact details received from the other party in connection with the conclusion and performance of the Agreement, thereby independently determining the purposes and means of the processing for internal business purposes such as vendor and customer management, and will be acting as data controller for such personal data. Both the Customer and the Supplier shall act in compliance with applicable (inter)national data protection laws, rules and regulations when processing personal data and when carrying out their obligations under the Agreement.
- 11.2. For any of the Supplier Goods and/or Services where the Supplier will receive the Customer personal data that will be processed on the Customer's behalf, the Supplier will be acting as the Customer's data processor. In such a case, the Supplier expressly warrants neither to process any Customer's personal data, before entering into a data processing agreement with the Customer, nor to involve any subcontractors in processing any such personal data, without the Customer's prior written consent and instructions.
- 11.3. The Supplier shall without undue delay notify the Customer of any events relevant to safety, data breach or security of its systems including known, threatened or potential threats to data security. For the sake of clarity, this notably applies to security incidents and data security breaches (i.e., the destruction, loss, alteration, unauthorized disclosure of, or access to, data) which may have an impact on this Agreement. Until complete resolution, the Supplier shall (i) regularly report to the Customer on such security event's handling (suspected root cause, impacted systems and data, mitigation measures, etc.), and (ii) shall implement its incident response plan and all other necessary remedial measures.
- 11.4. The terms "controller", "processor" and "processing" used in this section 11 shall have the meanings given to them in the applicable European Data Protection Laws, and "process" and "processed" shall be interpreted accordingly.

12. Controlled changes

- 12.1. Any modifications or enhancements to the Goods, Services, including alterations to business processes, materials (including sourcing), or any other changes that could impact the specifications of the Goods or Services, necessitate the Customer's advance written consent. The Supplier must furnish the Customer with a written notice of such changes at least ninety (90) days in advance and allow the Customer the opportunity to oversee and assess the Goods and Services.

13. INDEMNIFICATION, LIABILITY AND INSURANCE

- 13.1. The Supplier shall be liable for and hold IVL and the Customer and their directors and employees ("Indemnified Parties"), harmless from and indemnify them against any and all actual or contingent damage, loss, injury/death, costs and claims suffered by or brought against the Indemnified Parties, resulting from or connected with the Agreement, the use and/or sale of the Supplier's Goods by the Indemnified Parties or any third party, the performance of the Services and the deployment of the Supplier's Services by the Indemnified Parties or any third party, except to the extent that this is caused by the Customer's willful

misconduct or gross negligence.

- 13.2. The Supplier is fully liable for the correct and timely payment of all taxes and levies owed in connection with the performance of the Agreement and will indemnify Indemnified Parties against all claims and damages relating to its obligations concerning taxes, contributions and any claims of third parties, including the government.
- 13.3. Under no circumstances shall the Customer be held responsible for any (direct or indirect) damages, including but not limited to lost revenue, lost profits, or other consequential or incidental damages, arising from the Agreement.
- 13.4. The Supplier shall maintain insurance policies in amounts to cover the risks resulting from or connected with the Agreement. All insurance must be obtained by Supplier from reputable and solvent insurance companies. At the request of the Customer, the Supplier will provide the insurance certificates evidencing the Supplier's coverage and keep the Customer informed of any changes.

14. FORCE MAJEURE

- 14.1. Neither party shall be liable towards the other party for any non-fulfillment of the Agreement to the extent fulfillment thereof has been delayed, interfered with or prevented by an event entirely beyond the control of the party concerned, was not from its area of accountability and not reasonably foreseeable including but not limited to accidents, acts of God, acts and omissions of any governmental authority, epidemic or pandemic, declared or undeclared wars, terrorism, explosions, strikes or other labor disputes, fires and natural calamities (including floods, earthquakes, storms and epidemics), changes in the law, and delays in obtaining (or the inability to obtain) labor, materials or services through such party's usual sources at normal prices, riots, embargoes, fuel, power, materials or supplies, delay or default of common carriers, transportation delays, or without limiting the foregoing, any other cause or causes, whether or not similar in nature to any of these herein before specified ("Force Majeure"), provided that the party invoking Force Majeure shall use its best efforts to fulfill its obligations by any means possible. The mere fact of late supply of materials, labor or utilities shall not be deemed Force Majeure.
- 14.2. In case an event of Force Majeure continues for more than 30 days, the Customer is entitled to (partly) terminate or cancel the Agreement by written notice. The Customer may purchase similar Goods and/or Services from third parties during any period the Supplier is unable to fulfill its obligations. The quantities affected shall be excluded from the calculation of any (minimum) volumes.
- 14.3. The Customer is entitled to, at its sole discretion, cancel any Order or any part thereof without any charge or penalty and/or obtain the Products covered by the Order from other sources for the duration of the Supplier's inability to perform due to the occurrence or an event of Force Majeure and to reduce the quantity of the Products specified in any Order without charge or penalty.

15. CANCELLATION AND TERMINATION

- 15.1. The Customer is entitled to suspend the performance of its obligations in whole or in part or terminate the Agreement with immediate effect, without prejudice to its right to claim damages and without any compensation to or indemnification of the Supplier (i) in case the Supplier has been declared bankrupt, is in a state of liquidation, has ceased or suspended whole or a substantial part of its business, is subject of a court order or preventative legal scheme of settlement, (ii) in case of non-compliance with the Compliance provision pursuant to article 9 or the provision of safety, health, environment and security, (iii) in case of not approved changes pursuant to article 10, (iv) the Supplier's breach of the Agreement that goes uncurd within thirty (30) days of receiving notice of said breach, or (v) the Customer has declared Force Majeure. After such termination the Customer may return received Goods and/or Services in whole or partly against repayment and re-transfer of ownership therein to the Supplier.
- 15.2. The Customer has the right at any time to give notice in writing to the Supplier to terminate the Agreement forthwith for any reason.

16. MISCELLANEOUS

- 16.1. The failure of either party to insist on strict compliance with any obligation in this agreement will not diminish their right to enforce that obligation in the future, nor will the waiver of any breach be interpreted as a waiver of any prior or subsequent breaches. No waiver will be effective unless it is specific, irrevocable, and documented in writing.
- 16.2. The Supplier shall not assign the Agreement in whole or in part without the Customer's

written consent. Such consent shall not relieve the Supplier from, and shall be subject to compliance with, any of the obligations under the Agreement. The Customer is entitled to assign this Agreement or any part thereof to any IVL Group Company on prompt notice to the Supplier.

- 16.3. Nothing in the Agreement shall be deemed to constitute either party as the agent of the other or create a partnership, joint venture or employment relation between the parties.
- 16.4. During a pending dispute, neither party shall be excused from performing any of its obligations under the Agreement, except for obligations directly affected by the dispute.
- 16.5. Any mention of the Customer's company name in business letters, customer lists, advertising material and any other publications for advertising purposes is only permitted with written consent of the Customer.
- 16.6. Rights and obligations arising from the Agreement and its execution may only be assigned with only written consent of the Customer.
- 16.7. Expiry, termination or cancellation of the Agreement shall not affect any right or obligation, which expressly or by its nature survives such expiry, termination or cancellation, including but not limited to representations, warranties, confidentiality obligations, intellectual property rights and accrued rights.
- 16.8. These Conditions shall be construed and interpreted pursuant to the substantive laws of France. The CISG (United Nations Convention on Contracts for the International Sale of Goods) will not be applicable. The parties agree that any suits, actions or proceedings that may be instituted by any party shall be submitted to the competent Commercial Court of the registered office of the Customer, without restricting any rights of appeal.