

1. **DEFINITIONS AND SCOPE:** Capitalised terms used in these terms and conditions for sale of goods ("Terms and Conditions"), have the following meaning:

Agreement	the agreement that comes into effect pursuant to section 2 of these Terms and Conditions, which includes the terms and conditions set out below, in the Order, the Order confirmation and in any document which is referenced in the Order.
Buyer	the purchaser of Goods from Nobian.
Delivery Date	date(s) of delivery specified in the Order
Delivery Place	place of delivery specified in the Order.
Goods	the goods sold to Buyer by Nobian.
Nobian	the Nobian entity accepting the Order.
Order	the purchase order from Buyer accepted by Nobian.
Order Conditions	the Price, the Delivery Place, the Delivery Date and other conditions, designs, descriptions, requirements, quotations, timetables, milestones and schedules set forth or referenced in the Order
Party	Nobian or Buyer and " Parties " both Nobian and Buyer
Price	price, fee, compensation and expense conditions
Specifications	the specifications for the Goods set forth or referenced in the Order, or if no specifications are set forth or referenced in the Order, Nobian standard specifications for the Goods.

Except for Goods sold pursuant to a separate sales agreement between Parties, all Goods sold or otherwise provided by Nobian are on the basis of these Terms and Conditions. No other terms submitted by Buyer shall apply to any Order or be binding on Nobian.
2. **OFFER / ACCEPTANCE:** The Agreement comes into effect only after Nobian has accepted an Order from Buyer. In all cases Buyer's inquiry or order shall be deemed based on these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and the Order, the Order shall prevail. In the event of any discrepancy between these Terms and Conditions and any other document pertaining to Nobian's sale of Goods to Buyer, the terms of these Terms and Conditions shall prevail. Furthermore, these Terms and Conditions shall always override Buyer's terms and conditions, or any other documentation exchanged between Nobian and Buyer.
3. **DELIVERY / TRANSFER OF RISK:** Delivery terms and transfer of risk of loss shall be interpreted in accordance with the INCOTERMS 2020. Unless otherwise agreed between the Parties, the delivery term is DAP to the ship to address specified in the Order. Buyer is responsible for customs clearance, duties, taxes, and unloading at destination.
4. **QUANTITY VARIATIONS:** Buyer will pay for the quantity delivered and may not reject any delivery of Goods on the grounds of variation of quantity where such variation is not more than $\pm 10\%$ of the quantity ordered.
5. **PRICE AND PAYMENT:** Unless otherwise agreed between the Parties, the price for the Goods will be the price quoted by Nobian. All prices quoted by Nobian are exclusive of value added tax and any other tax that may apply in respect of the Goods and any and all such taxes shall be for the Buyer's account. Nobian will issue invoices to Buyer for all Goods sold to Buyer. Unless otherwise agreed between the Parties, Buyer shall pay these invoices within 30 days from the invoice date in the currency indicated on the invoice at the address of Nobian indicated on the invoice. Buyer may not withhold payment of any amount due to Nobian because of any set-off, counter-claim, abatement or similar deduction. Upon demand Buyer will immediately reimburse Nobian for any and all costs including fees for collection agencies and attorneys incurred or expended by Nobian to collect any amounts due from Buyer. If Buyer fails to pay any amount due on time, Nobian may suspend deliveries until all amounts due are paid. In the event of an increase in the prices of energy, raw materials or other resources necessary for the manufacture of the Goods occurring prior to the agreed date of delivery, Nobian shall have the right to proportionately increase the Price of the Goods ordered by Buyer by providing written notice to Buyer. In case Buyer disagrees with the increased Price, Buyer has the right to discuss and to reach agreement with Nobian about an alternative price. If Parties are not able to reach agreement about an alternative Price and Nobian does not withdraw the announced Price increase in writing, Buyer shall have the right to cancel the Agreement in writing within ten (10) days after the date of aforementioned written notice by Nobian on the Price increase. For the avoidance of doubt, Buyer's failure to cancel the Agreement within said period shall be deemed Buyer's acceptance of the revised price.
6. **RETENTION OF TITLE:** Nobian reserves title to the delivered Product until payment of the Product in full. Buyer may not pledge, mortgage or otherwise encumber the Product. However, Buyer may resell and/or process the Product subject to retention of title in the ordinary course of business subject to the following provisions (a) any new products created by means of combining, mixing or processing the Product shall be subject to retention of title at their full value whereby Nobian will be deemed to be the manufacturer of such newly created product. If third parties should hold rights of ownership in the newly created product, Nobian shall acquire co-ownership in proportion to the invoice value of the combined, mixed or processed Product, (b) the Buyer herewith assigns to Nobian for security purposes its payment claims against its customers arising from the resale of the Product or the newly created product in the unpaid amount of Nobian's final invoice for the Product. Nobian accepts such assignment. Buyer remains solely authorized to collect its payment claim against its customers as long Buyer fulfills his payment obligations towards Nobian, (c) if the value of Nobian's securities exceeds its claims by more than 10%, Nobian shall release the exceeding amount of securities at Buyer's request.
7. **NO WARRANTIES OR LIABILITY RELATING TO SAMPLES OR SERVICES:** Unless agreed otherwise in a separate signed agreement between the Parties or provided in section 12 (Exception to any Limitation of Liability), Nobian's provision of any samples or services to Buyer is made on an "as is" basis, meaning that Nobian neither provides any warranties relating to any such sample or service nor accepts any liability in relation thereto.
8. **WARRANTY RELATING TO THE GOODS / BUYER'S RIGHTS:** Nobian warrants to Buyer that at the time of transfer of risk of loss (i) the Goods conform to the Specifications, (ii) Nobian has good title to the Goods and the transfer of said Goods is rightful, and (iii) all Goods are free from security interests, claims, demands, liens and other encumbrances (the warranties set out under items (i)-(iii) are hereinafter referred to as the "Warranties"). In the event Goods do not comply with the Warranties, Nobian will, at its option, repair or replace such Goods or refund the Price of the Goods and, having done so, will have no further liability.
9. **NO OTHER WARRANTIES: THE WARRANTIES SET OUT IN SECTION 8 (Warranty relating to the Goods / Buyer's Rights) ARE THE SOLE WARRANTIES GIVEN BY NOBIAN. NOBIAN MAKES NO, AND THE BUYER HAS NOT RELIED UPON, OTHER WARRANTIES, REPRESENTATIONS OR STATEMENTS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO, INTER ALIA, THE GOODS, GOODS SHELF-LIFE DATA, THE APPLICATION OR USE OF THE GOODS IMPLIED WARRANTIES, REPRESENTATIONS OR STATEMENTS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. BUYER ACKNOWLEDGES AND AGREES THAT EACH OF THE ABOVE AND ANY OTHER WARRANTY, REPRESENTATION OR STATEMENT NOT SPECIFICALLY STATED IN SECTION 8 (Warranty relating to the Goods / Buyer's Rights) IS SPECIFICALLY DISCLAIMED BY NOBIAN.**
10. **NOTICE OF DEFAULT:** Buyer must notify Nobian of any claim within seven (7) days after Buyer becomes aware of such claim (or should have reasonably become aware of such claim) but in no event later than thirty (30) days after delivery of the Goods to Buyer. Buyer's failure to notify Nobian of any such claim within the time set out in the preceding sentence will constitute a waiver by Buyer of such claim. Goods shall not be returned to Nobian without prior written consent of Nobian.
11. **OVERALL LIMITATION OF LIABILITY:** Nobian will not be liable for any loss or damage caused by Buyer's failure to exercise effective quality control or the failure to store, use or otherwise handle the Goods as advised or in accordance with instructions provided by Nobian or industry standards. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOBIAN WILL NOT BE LIABLE TO BUYER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, DIMINUTION IN VALUE, OR DEPLETION OF GOODWILL OR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE. NOBIAN'S AGGREGATE LIABILITY TO BUYER IN RESPECT OF ANY AND ALL LOSSES ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT WILL IN NO WAY EXCEED THE PRICE OF THE GOODS TO WHICH THE CLAIM RELATES OR EUR 200,000, WHICHEVER IS THE LOWER.**
12. **EXCEPTIONS TO ANY LIMITATION OF LIABILITY:** Nothing in the Agreement will limit or exclude Nobian's liability for: (a) wilful misconduct or gross negligence; or (b) any matter in respect of which it is unlawful for Nobian to exclude or restrict its liability.
13. **BUYER INDEMNIFICATION:** Buyer shall fully defend, indemnify and hold harmless Nobian and its affiliates, and each of its and their respective, officers, directors, employees, successors, assigns and representatives (the "Indemnified Parties") from and against any and all third party claims, lawsuits, damages, liabilities, deficiencies, costs, losses, fines, penalties, legal fees and expenses ("Claims") resulting from, arising out of or related to: (i) Buyer's or any of its or its affiliates' director's, officer's, employee's, contractor's or agent's negligence or wilful misconduct; (ii) any product liability claim relating to a good or (iii) Buyer's breach of the Agreement. The foregoing includes and is not limited to, injury to person (including death) or damage or harm to property or the environment. The provisions of this section will survive any termination, cancellation, revocation or other cessation of the Agreement.
14. **FORCE MAJEURE:** Neither Party will be liable in any respect for failure to perform its obligations under this Agreement (other than Buyer's failure to make any payment under



this Agreement when due) if hindered or prevented, directly or indirectly, by war; national emergency; inadequate transportation facilities; machinery or equipment failure; Nobian's inability to secure materials, supplies, fuel or power for the manufacture of Product on terms and conditions that are acceptable to Nobian; fire, flood, windstorm or other act of God; strike, lockout or other labour dispute; order or governmental act or any cause or different situation beyond the reasonable control of the affected Party (each a "Force Majeure"). Any quantity of Product affected by a Force Majeure will be deducted from the total quantity to be supplied by Nobian and/or purchased by Buyer. During any period of Product shortage due to a Force Majeure, Nobian may allocate its available supply of Product among itself and its parents, subsidiaries and affiliates, and its and their respective customers, buyers, distributors and resellers on whatever basis Nobian may deem fair and practical. In the event the duration of a Force Majeure exceeds six (6) months or is reasonably expected to exceed six (6) months either Party may terminate this Agreement, without liability on the part of either Party, by giving not less than seven (7) days prior written notice of termination to the other Party, provided, however, that no such termination will be effective if the Force Majeure has abated prior to the termination date stated in such notice. .

15. **COMPLIANCE WITH LAWS:** (a) Each Party shall comply with all laws, rules, regulations and statutory requirements that from time to time come into force ("Laws"), including without limitation Laws that relate to labor and employment, safety, the environment, competition, privacy, anti-corruption, bribery, anti-money laundering, manufacturing, packaging, labelling, shipment and sales; (b) Customer shall adhere to the Nobian Business Partner Code of Conduct; and (c) each Party shall treat personally identifiable information of an individual provided to it by the other Party in accordance with applicable privacy Laws. Buyer represents and warrants that it is committed to the safe management of chemicals throughout their life cycle and contributing to sustainable development in a manner that is consistent with the commitments set forth in The International Council of Chemical Associations' Responsible Care® Global Charter. Buyer represents and warrants that it does not have an undisclosed conflict of interest with Nobian, including any ownership by a Nobian employee, or employment of a Nobian employee's family member.
16. **EXPORT CONTROL AND ECONOMIC SANCTIONS:** Buyer will not sell, export, re-export, license, transmit, divert or otherwise transfer, directly or indirectly, any Goods or any information or technology related to the Goods except in accordance with applicable laws and regulations, including without limitation applicable UN, US and EU export control and economic sanctions laws and regulations and the laws and regulations of the country where Buyer is resident or conducts business. Buyer acknowledges that it will (i) take all steps necessary to comply with the above laws and regulations, including obtaining export and other licenses if necessary and (ii) not take any actions that would cause Nobian to be in violation of the above laws or potentially made subject to economic sanctions.
17. **SAFETY:** If any of Buyer's or any of its subcontractor's employees, agents or representatives ("Buyer Personnel") enter upon Nobian's premises, Buyer shall ensure that such Buyer Personnel abide by and follow all Laws and all health, safety, and other rules and regulations established by Nobian. Buyer will be fully responsible for the conduct of Buyer Personnel while on Nobian's premises. Buyer shall fully indemnify and hold harmless the Indemnified Party from all claims resulting from or arising out of any bodily injury or death to any Buyer Personnel sustained upon Nobian's premises, unless caused by Nobian's gross negligence or willful misconduct.
18. **TERMINATION:** The Agreement will not oblige Nobian for the future to take further orders. Nobian will at all times, after it has fulfilled its obligations under the Agreement, be entitled to end the relationship with the Buyer without notice. Furthermore, Nobian is entitled to terminate the Agreement in whole or in part with immediate effect if (i) Buyer commits material breach, (ii) Buyer is dissolved, (iii) Buyer applies for or is subject to insolvency proceedings (whether or not temporarily), (iv) Buyer becomes insolvent, (v) Nobian, in its sole discretion, determines that economic sanctions or export controls prohibit or create risk for it to continue under the Agreement, or (vi) if any event or circumstance becomes known to Nobian that in the opinion of Nobian, will or may adversely affect Buyer's ability to comply with the Agreement or Laws. Termination of the Agreement by Nobian for any reason stated above will never entitle Buyer to compensation.
19. **CONFIDENTIALITY:** Each Party undertakes to not disclose to any third Party the other Party's business secrets or any other confidential information, unless such disclosure is (i) necessary for the performance under or enforcement of the Agreement and the disclosing Party ensures confidentiality according to this section is maintained by the third party receiving the information or (ii) prescribed under mandatory law or pursuant to any order of court or other competent authority or tribunal. Notwithstanding the above, Nobian is also always entitled to disclose the information referred to in this section to any of its employees or its affiliates (including the employees of such affiliates), provided that Nobian ensures confidentiality according to this section is maintained by the relevant employees or affiliates. This section will survive the termination or expiration of the Agreement and will remain in force not less than five (5) years after the expiration (for whatever reason) of the Agreement.
20. **ASSIGNMENT AND SUBCONTRACTING:** Buyer may not assign, transfer, grant any security interest over, hold on trust or deal in any other manner with the benefit of all or any part of the Agreement, or sub-contract or novate any or all of its obligations under the Agreement without Nobian's consent

(not to be unreasonably withheld). Nobian may assign, transfer, grant any security interest over, hold on trust or deal in any other manner with the benefit of all or any part of the Agreement, or sub-contract or novate any or all of its obligations under the Agreement without Buyer's consent.

21. **CLAIMS AND EXCLUSIVE REMEDIES:** Without limiting the provisions of the section 10 (Notice of Default), any and all claims by Buyer against Nobian arising out of or in connection with the Agreement must be notified by Buyer for dispute resolution in accordance with section 25 (Law and Dispute Resolution) no later than one (1) year following the date of the Agreement (which will, for the avoidance of doubt, be determined by the date of Nobian's order confirmation). The failure of Buyer to notify a claim for dispute resolution within the time set out in the preceding sentence will constitute a waiver by Buyer of such claim. To the maximum extent permitted by law, the rights and remedies of buyer under this agreement shall be exclusive and in lieu of all other rights and remedies of buyer whether statutory, express or implied and shall be the sole rights and remedies of buyer for any failure or delay of nobian to comply with its obligations. The provisions of this section will survive the termination, cancellation or other cessation of the Agreement.
22. **COSTS AND EXPENSES:** Each Party shall pay its own costs relating to the negotiation, preparation, execution and performance of the Agreement.
23. **VALIDITY AND ENFORCEABILITY:** If any part of the Agreement is found to be invalid, nullifiable or unenforceable for any reason, the rest of the Agreement will remain valid and enforceable. All Warranties and indemnities will survive the termination or completion of the Agreement.
24. **LANGUAGE:** These Terms and Conditions are written in English and may be accompanied by translations of other languages. In case of any discrepancies between the different language versions, the English version shall prevail.
25. **LAW AND DISPUTE RESOLUTION:** The Agreement and all disputes between Parties are governed by the Laws of the country and, if applicable, state or province, in which Nobian's address is located, excluding the United Nations Convention of Contracts for the International Sale of Goods and any choice of law rules that direct the application of the law of any other jurisdiction. Any dispute will be resolved exclusively in the courts having jurisdiction over the subject matter of the dispute located in the city in which Nobian's address is located. Each Party consents and agrees to the jurisdiction and venue of such courts.