

## GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS AND SERVICES

### 1. Scope and validity

- 1.1 These General Terms and Conditions for the Procurement of Goods and Services ("GTC-P") govern all contracts for the procurement of goods ("Goods") and/or services ("Services") by Alzchem Manufacturing LLC and Alzchem LLC (hereinafter referred to as "Alzchem").
- 1.2 These GTC-P are deemed accepted if a supplier of such Goods and/or Services ("Supplier") submits an offer to Alzchem or confirms an order by Alzchem in writing. Any terms and conditions or similar instruments of the Supplier are explicitly excluded unless expressly agreed to in writing by Alzchem.
- 1.3 These GTC-P, together with a purchase order ("Order") placed by Alzchem for Supplier's Goods and/or Services, as well as any other instruments of Alzchem, such as rules and guidelines, constitute the contract ("Contract") between Alzchem and the Supplier (collectively, the "Parties" and individually a "Party"). These GTC-P may be modified in writing either (a) by mutual written consent between the Parties or (b) unilaterally by Alzchem with respect to future Orders only, with such changes being effective thirty (30) days after written notice is provided to the Supplier, provided that Supplier may reject such changes by written notice within fifteen (15) days of receipt, in which case such changes shall not apply to Supplier.
- 1.4 The Contract contains the entire agreement between the Parties with respect to the procurement of Goods and Services and supersedes all prior agreements and understandings between the Parties for those Goods and Services.
- 1.5 Should any provision of the Contract be deemed invalid or unenforceable, such provision may be severed from the Contract and be replaced by a provision with as near as possible effect. The remaining terms of the Contract shall remain in full force and effect.

### 2. Offer and Order

- 2.1 An offer by the Supplier ("Offer") is free of costs or charges to Alzchem and shall remain valid for a period of at least three (3) months from date of receipt by Alzchem, or as may be otherwise stipulated in an Offer, whichever is longer.
- 2.2 If Supplier's Offer contains deviations from Alzchem's requests or specifications provided to Supplier, Supplier shall highlight such deviations in the Offer.
- 2.3 If Supplier can reasonably foresee that Alzchem's requests or specifications will conflict with an intended use of Goods or utilization of Services, sufficient knowledge of which Supplier acknowledges by submitting an Offer, Supplier shall promptly inform Alzchem in writing.
- 2.4 Any costs arising in creating an Offer or related thereto, including but not limited to preliminary meetings and discussions with Alzchem, shall be the sole responsibility of the Supplier. No such preliminary matters warrant any expectation of an engagement by Alzchem.
- 2.5 Orders by Alzchem are binding only if they are placed in writing. Any alteration or deviation from an Order by Supplier through an order confirmation or similar instrument shall not be binding until and unless Alzchem confirms the new terms in writing. Alzchem's silence shall not be deemed to be acceptance of any altered terms.
- 2.6 At all times during the term of the Contract, Supplier will maintain sufficient manufacturing and other relevant capacities to supply the Goods, including any spare parts or other components related thereto, and performance of the Services requested by Alzchem in a timely manner.

### 3. Delivery of Goods and Performance of Services

- 3.1 Supplier shall deliver the Goods in quantities and on the date(s) specified in the Order or as otherwise agreed in writing by the Parties ("Delivery Date"). If Supplier fails to deliver the Goods or any replacements in full within thirty (30) days of the Delivery Date, Alzchem may terminate the Contract immediately by providing written notice to the Supplier and cover by purchasing equivalent goods from

another supplier. In such case, Alzchem may, in addition to and without limiting any other available rights and remedies, recover any difference in cost and price from Supplier together with any incidental damages and, to the extent permitted by law, consequential damages not to exceed the total Contract Price. Alzchem has the right to return any Goods delivered prior to the Delivery Date at Supplier's expense and Supplier shall redeliver such Goods on the Delivery Date. Risk of loss passes to Alzchem upon acceptance of delivered Goods. Alternatively, Alzchem shall also have the right to accept any Goods delivered prior to the Delivery Date for storage at its facility subject to Alzchem's then current prices for storage as defined within an Order. Notwithstanding the foregoing, storage of Goods shall not constitute acceptance by Alzchem or a waiver of any rights, including but not limited to inspection and rejection of Goods as set forth under Section 12.

- 3.2 Supplier shall pack all Goods for shipment according to Alzchem's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. The unit load weight (from one (1) U.S. ton (2,000 pounds) onwards) shall be affixed to the unit load in a clearly visible and permanent manner. Supplier shall provide Alzchem prior written notice if it requires Alzchem to return any packaging material. Any return of such packaging material shall be at Supplier's risk of loss and expense.
- 3.3 Supplier shall perform the Services to Alzchem as described in an Order or accepted Offer, and in accordance with the terms and conditions set forth in these GTC-P.
- 3.4 Supplier shall maintain complete records, in a form reasonably satisfactory to Alzchem, relating to the Goods and Services under the Contract, including but not limited to records of the time spent and materials used. During the term of the Contract and for a period of two (2) years thereafter, upon written request, Supplier shall allow Alzchem to inspect, audit, and make copies of relevant non-proprietary records in connection with the provision of the Services and manufacture of Goods.
- 3.5 Supplier shall verify that all persons acting for or on behalf of the Supplier, are properly licensed, certified, or accredited as required by applicable law, and are suitably skilled, experienced and qualified to perform the Services in accordance with the prevailing standards in the industry.
- 3.6 Supplier shall ensure that all of its equipment used for the Services is in good working order and suitable for the purposes for which it is used, in compliance with all relevant standards and that it meets or exceeds the standards specified by Alzchem.
- 3.7 Subject to prior written consent of Alzchem, which may be denied at Alzchem's sole discretion, Supplier may utilize subcontractors for certain aspects of the Contract. Supplier shall ensure that its permitted subcontractors are contractually bound to comply with the relevant provisions of these GTC-P.
- 3.8 Absent Alzchem's written approval, no partial deliveries or advance deliveries are permitted.
- 3.9 Supplier acknowledges that time is of the essence with respect to Supplier's obligations hereunder, as well as the timely delivery of the Goods and Services, including all performance dates, timetables, project milestones and other requirements in the Contract.

### 4. Execution

- 4.1 Supplier shall inform Alzchem regularly about the work progress. In all correspondence, Supplier shall indicate the order number and the date of the Order/Contract and the material number/material designation awarded and communicated by Alzchem. Supplier shall inform Alzchem immediately regarding any circumstances which may delay or jeopardize Supplier's performance, including any change of production sites, or permitted subcontractors.
- 4.2 If Supplier must enter or access Alzchem's premises to provide the Services, Supplier shall comply with Alzchem's rules, regulations and policies, including but not

limited to security procedures, data and remote access, and general health as well as safety practices and/or procedures.

## 5. Contract Price

- 5.1 The cost for the Goods and Services is as stated in the Order (the "Contract Price"). If no Contract Price is included in the Order, the Contract Price shall be Supplier's standard commercial price for such Goods or Services as of the date of the Order, or if no standard price exists, a reasonable price to be determined in good faith by the parties.
- 5.2 The Contract Price paid to Supplier is intended to fully compensate Supplier for its complete performance as required by the Contract. Unless otherwise specified in the Order, the Contract Price includes all packaging, documentation costs, costs for any ancillary services, such as assembly, installation, and potential initial instruction, its expenses (particularly for travel and accommodation), any license fees or permits, and any costs for equipment, gauges or tools which must be specially manufactured. Applicable sales and use taxes shall be separately stated on invoices and paid by Alzchem to the extent required by law. With respect to accepted Orders, no increase in the Contract Price is effective, whether due to increased material, labor, tariffs, or transportation costs or otherwise, without the prior written consent of Alzchem.
- 5.3 Supplier agrees to perform the Services at fixed prices or on a time and material basis, as the case may be, with a maximum limit of the compensation (cost ceiling). In its Offer, Supplier shall disclose the cost types, quantity structures and cost rates.

## 6. Terms of Payment

- 6.1 Unless otherwise agreed between the Parties, all payments are due net thirty (30) days from Alzchem's acceptance of the Goods or Services. Supplier shall issue an invoice to Alzchem on or any time after delivery of Goods or performance of Services, pursuant to these GTC-P. For the avoidance of doubt, the aforesaid payment term shall not start before proper receipt of the respective invoice.
- 6.2 Alzchem agrees to pay all properly invoiced amounts due to the Supplier within above set forth time period, except for any amounts disputed by Alzchem. Upon such a dispute, the Parties shall in good faith seek to resolve the payment dispute in a timely manner.
- 6.3 Alzchem reserves the right to return incorrect or unverifiable invoices for correction. Upon receipt of a corrected invoice, the 30-day period stipulated in Section 6.1 commences anew.
- 6.4 If partial payments (down payments and installments) are agreed upon between the Parties, upon request, Supplier shall, at its sole expense, provide a performance guarantee in a form acceptable to Alzchem.
- 6.5 Alzchem may terminate the Contract or take such other actions as it deems necessary if Supplier: (a) becomes insolvent; (b) files a petition for bankruptcy; (c) is the subject of proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Without limiting any other rights, Alzchem may utilize the remedies described in the preceding sentence, if Supplier's financial viability or credit worthiness is: (x) less stable than expected at the time of an Order, (y) has substantially deteriorated, or (z) will likely deteriorate substantially in the near future.
- 6.6 Any disputes related to payments shall not relieve a Supplier from its performance obligations.
- 6.7 Nothing in the Contract grants a security interest in or permits any lien or encumbrance (collectively, a "Security Interest") upon a Good or any property of Alzchem. Whether or not a dispute exists between the Parties, Supplier shall under no circumstances file a financing statement or similar instrument to record a Security Interest on a Good or any property of Alzchem. To the full extent permitted by applicable law, Supplier hereby waives and releases any and all rights of mechanic's lien, materialmen's lien, laborer's lien and similar rights for payment for Goods, Services, labor, equipment, or materials furnished by Supplier in performance of the Contract and granted by law to persons supplying materials, equipment or services, provided that Alzchem has made all payments due and owing

under this Contract. Supplier shall indemnify and hold harmless Alzchem and its affiliates, as well as their employees, agents, and assigns from and against all liens, claim (including, without limitation, attorneys' fees), charge, or encumbrance, of whatever kind upon the Goods, spare parts or any property of Alzchem and/or Alzchem's affiliates.

- 6.8 Alzchem reserves all rights and remedies concerning any defects in the Goods or Services, breach of Supplier's warranty, or other non-conformities or insufficiencies arising or discovered after payment of an invoice.
- 6.9 Alzchem may withhold payment reasonably related to any good faith dispute, set off, counterclaim, or retention to address bona fide claims against the Supplier, provided that Alzchem provides written notice to Supplier of the basis for such withholding within ten (10) days.

## 7. Change Orders

- 7.1 Supplier shall immediately inform Alzchem regarding any technical or economic reasons which may necessitate the modification of the relevant specifications for the Goods or Services.
- 7.2 Alzchem may at any time, by written instructions issued to Supplier, order changes to the Goods or Services (each a "Change Order"). Supplier shall, within fourteen (14) calendar days of receipt of a Change Order, submit to Alzchem a firm cost proposal for the Change Order. If Alzchem accepts such cost proposal, Supplier shall proceed with the changed services subject to the cost proposal and the terms and conditions of the Contract. Supplier acknowledges that a Change Order may or may not entitle Supplier to an adjustment in Supplier's compensation or the performance deadlines under the Contract.
- 7.3 Supplier shall not unreasonably deny, delay or condition the approval of a Change Order by Alzchem if the change is objectively possible, the overall character of the performance is preserved, and the change does not materially increase Supplier's costs or obligations without corresponding adjustment to compensation.
- 7.4 Prior to carrying out any Change Order, Alzchem and Supplier shall agree on any adjustments to compensation, deadlines, or other provisions of the Contract in a written amendment to the Contract. Any adjustment in the compensation shall be calculated based on the original cost basis of the Contract.
- 7.5 Absent a differing written agreement of both Parties, Supplier shall continue its work as planned during the examination of the proposed changes.

## 8. Ownership of Material Furnished by Alzchem

- 8.1 All property, in whatever form, furnished by Alzchem to Supplier ("Furnished Material") necessary for its performance hereunder remains the property of Alzchem.
- 8.2 As long as the Furnished Material is in Supplier's possession, Supplier shall keep it in safe custody and maintain it at no additional cost to Alzchem, and insure it at Supplier's own expense. Supplier shall be deemed to be a bailee of the Furnished Materials at all times. Alzchem may at any time inspect Furnished Materials in Supplier's possession.
- 8.3 In the event of any damages to Furnished Materials in Supplier's possession, Supplier shall promptly notify Alzchem in writing, and reimburse the cost for repair or replacement, if not repairable.
- 8.4 Supplier shall not reverse-engineer or any other way alter any Furnished Material without Alzchem's prior written consent. Under no circumstances shall Supplier utilize the Furnished Material or any Good containing or being manufactured based on Furnished Material for any purpose other than as set forth in the Contract, including but not limited to sale of such Goods to third parties. Supplier acknowledges that any breach of this provision would cause irreparable harm to Alzchem for which monetary damages would be an inadequate remedy, and

Alzchem shall be entitled to seek injunctive relief in addition to any other available remedies.

- 8.5 After termination of the Contract or at any time requested by Alzchem, Supplier shall promptly return all Furnished Material to Alzchem free of charge and without being specifically requested. Any changes to, disposal of or other usage of the Furnished Material are subject to Alzchem's prior written consent.

## 9. Default

- 9.1 Supplier's material failure to comply with any material term of the Contract shall be deemed an event of default; provided, however, that Alzchem shall give Supplier written notice of default specifying the nature of the default, and Supplier shall have the right to cure such default within fourteen (14) calendar days thereafter, or such longer period as may be reasonable under the circumstances if the default cannot reasonably be cured within fourteen (14) days and Supplier is diligently pursuing a cure.
- 9.2 In the event Supplier fails to cure a default, Alzchem may terminate the Contract and seek such remedies and exercise its rights available at law or equity.

## 10. Right of Cancellation

- 10.1 Alzchem is entitled to cancel an Order, in whole or in part, at any time. Alzchem shall notify Supplier of such cancellation in writing as soon as reasonably possible.
- 10.2 If Alzchem cancels an Order, Supplier, as its sole and exclusive remedy, is entitled to be paid for work it has demonstrably performed up until the cancellation date, unless such cancellation was due to Supplier's default, breach or non-performance. In the event of a cancellation due to Supplier's default, breach or non-performance, Alzchem shall be relieved of any payment or other obligations under this Contract.

## 11. Delivery Location and Shipping Terms

- 11.1 Supplier shall deliver all Goods to the address specified in the Order during Alzchem's normal business hours or as otherwise instructed by Alzchem.
- 11.2 Unless otherwise specified in the Order, delivery shall be pursuant to the terms stipulated by Alzchem. Supplier shall give written notice of shipment to Alzchem when the Goods are ready for transportation. Supplier shall provide Alzchem all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the Goods to Alzchem within five (5) business days after Supplier delivers the Goods to the carrier for transportation. The Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence, and any other documents pertaining to the Order.

## 12. Inspection and Rejection of Non-Conforming Goods

- 12.1 Alzchem has the right to inspect the Goods within fourteen (14) calendar days of delivery or Services within seven (7) calendar days of performance. Alzchem, at its sole option, may inspect all or a sample of the Goods and reject any portion of the Goods if it determines the Goods to be non-conforming or defective. If Alzchem rejects any portion of the Goods, Alzchem has the right, effective upon written notice to the Supplier, to: (a) accept the Goods at a reasonably reduced price; or (b) reject the Goods and require replacement of the rejected Goods.
- 12.2 In the event of a rejection, Supplier shall, at its sole cost, use its best efforts to develop a resolution and mitigate any damages of Alzchem.
- 12.3 Alzchem shall notify Supplier of non-conforming Goods or Services within a reasonable time following discovery.

## 13. Warranty

- 13.1 Supplier warrants to Alzchem that all Goods shall (a) be free from any defects in workmanship and material for a period of twenty-four (24) months from the later of (i) the Delivery Date or (ii) the date of installation or first use, or for such longer

period as Supplier may offer; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Alzchem; (c) be merchantable; (d) be free and clear of all liens, security interests or other encumbrances; and (e) not infringe or misappropriate any third party's patent, trademark, copyright or other intellectual property rights. In addition to the foregoing, Alzchem will rely upon documents, samples, certificates instruments, their contents and any other written information furnished by Supplier, and Supplier warrants full conformance of the Goods and Services therewith. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Alzchem. The warranties are fully assignable to any customer of Alzchem.

- 13.2 Supplier warrants to Alzchem that it shall and shall ensure that any permitted subcontractors perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Contract.

- 13.3 The warranties set forth in this Section 13 are not exclusive and in addition to any other warranty provided by law or equity. Upon Supplier's receipt of the non-conforming Goods or Services from Alzchem pursuant to this Section 13, Supplier shall, at its own cost and expense, promptly:

- a) replace or repair the defective or non-conforming Goods or reperform the non-conforming Services and pay for transportation charges for the return of the defective or non-conforming Goods to Supplier and the delivery of repaired or replacement Goods to Alzchem, and, if applicable,
- b) reperform the applicable Services.

## 14. Quality Management

- 14.1 Supplier shall maintain a quality management system in accordance with highest industry standards, e.g. in accordance with DIN ISO 9001 and/or DIN ISO 14001. If requested, Supplier shall comply with all quality standards and quality assurance procedures as established by Alzchem from time to time, as well as any applicable industry standards. Alzchem's Code of Conduct or other guidelines for suppliers, as provided to Supplier in English and acknowledged in writing by Supplier, shall additionally apply. In the event that Alzchem's customer require other and/or more extensive quality compliance checks, the Supplier shall undertake these at its own expense and in coordination with Alzchem.

- 14.2 Where the Goods or Services under an Order are or will be sold, or incorporated into goods or services that are or will be sold, by Alzchem to a third party customer (collectively, the "Customer"), Supplier shall take such steps, provide such disclosure, comply with such requirements and take all other actions as Alzchem reasonably deems necessary and within Supplier's control to enable Alzchem to meet its obligations towards a Customer, including but not limited to (a) delivery, packaging and labelling requirements; (b) warranties and warranty periods; (c) intellectual property rights and indemnification; (d) confidentiality; (e) access to facilities and records; and (f) replacement and service parts.

- 14.3 Without any separate compensation, Supplier shall fully comply with all rules, guidelines and other requirements established by Alzchem or a Customer (collectively, the "Requirements"). If requested, Supplier shall execute documents related to compliance with the Requirements.

- 14.4 In the event Alzchem determines that a recall or similar procedure is necessary to remedy a breach of Supplier's warranty or to comply with law, regulations, orders, or other government requirements, the full cost and expense of such procedure shall be borne by Supplier, unless Supplier proves that there was no defect or deficiency in the relevant Goods and/or spare parts related thereto, as the case may be.

## 15. Indemnification

Supplier shall defend, indemnify and hold harmless Alzchem and its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine,

cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods and Services purchased from Supplier to the extent caused by Supplier's negligence, willful misconduct or breach of these GTC-P. Supplier shall not enter into any settlement without Alzchem's prior written consent.

## 16. Investment Protection

16.1 Supplier shall promptly notify Alzchem of any changes to or termination of the manufacture of Goods or related spare parts. In no event shall a termination of the manufacture of Goods or related spare parts occur any earlier than twelve (12) months following receipt of a corresponding notice by Alzchem.

16.2 If Supplier (due to garnishment, impending bankruptcy, voluntary or involuntary proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors) can no longer perform its services, Alzchem shall be entitled, upon written notice to Supplier, to perform the Services itself or contract with third parties for performance thereof at Supplier's expense to the extent Supplier has been prepaid for such Services. Supplier shall reimburse Alzchem for any reasonable costs incurred in excess of the Contract price for such Services.

## 17. Licenses and Regulations

Supplier shall, at its sole expenses, take all measures required to obtain the official license, permits, and other authorizations needed for the performance of the Services and manufacture of the Goods.

## 18. Emerging Intellectual Property Rights

18.1 Intellectual property rights, including but not limited to copyrights, trademarks, and patents, created during the performance of the Contract, particularly on works, concepts, hardware and individual software including source code, program descriptions in written or machine-readable form, which Supplier has developed specifically for Alzchem and at Alzchem's expense pursuant to Alzchem's specifications, shall be deemed to be "works for hire" under the U.S. Copyright Act to the extent permitted by law, and are the exclusive property of Alzchem. To the extent any such intellectual property does not qualify as a "work for hire," Supplier hereby irrevocably assigns all right, title, and interest in such intellectual property to Alzchem, unless otherwise expressly agreed in writing in the Contract.

18.2 Intellectual property rights that are created during the performance of the Contract, but are not part of the subject-matter of the Contract, belong to: (a) Alzchem, if they were created by its employees; (b) Supplier, if they were created by its employees or by permitted subcontractors without any usage of Furnished Material or confidential information from Alzchem; or (c) Alzchem and the Supplier jointly, if they were created jointly by employees of Alzchem and the Supplier, or by third parties contracted by them. In the event of joint ownership, the Parties shall in good faith determine an appropriate structure to define rights and obligations related to created intellectual property rights.

18.3 Both Parties are entitled to use and dispose of ideas, procedures and methods which are not protected by law, but without being under the obligation to disclose them.

## 19. Pre-Existing Intellectual Property Rights

19.1 Supplier and any third party engaged by Supplier, shall retain any registered or otherwise sufficiently protected pre-existing intellectual property rights. Where third-party rights are involved, the Supplier warrants that it owns the relevant distribution rights and rights of use.

19.2 Supplier hereby grants to Alzchem a non-exclusive, worldwide, transferable, sub-licensable (through multiple tiers), perpetual, irrevocable, royalty-free, fully paid-up license to use, reproduce, modify, create derivative works from, distribute, publicly display, and publicly perform any pre-existing intellectual property rights of Supplier that are incorporated into or necessary for the use, maintenance, or support of the Goods and Services delivered under this Contract.

19.3 Both Parties are entitled to use and dispose of ideas, procedures and methods which are not protected by law, but without being under the obligation to disclose them.

## 20. Infringement of Intellectual Property Rights

20.1 Supplier shall defend at its own cost and risk any third-party claims arising from infringement of intellectual property rights. If a third party initiates a lawsuit against the Supplier, it shall inform Alzchem immediately in writing. If the third party raises direct claims against Alzchem, Supplier shall indemnify and hold Alzchem harmless for any such claims. Alzchem may elect to require Supplier to defend Alzchem, at Supplier's expense, or Alzchem may elect to direct its own defense, the costs of which Supplier shall be responsible for, including attorney's fees, court costs, judicial orders, damage awards or settlement amounts.

20.2 If due to third party claims of infringement of intellectual property rights it becomes impossible for Alzchem to use the Goods and Services in whole or in part, Supplier shall either change its performances such that it does not infringe any third-party rights and maintains its ability to perform the contractually-owed Goods and Services, or obtain at its own expense a license from the third party. If Supplier does not take action to carry out one of these possibilities in due course, Alzchem shall be entitled to immediately terminate the Contract and return the respective Goods and Services to the Supplier for full refund by Supplier.

## 21. Confidentiality

21.1 Both Parties shall treat in strict confidence all information which is neither generally known nor generally accessible, and shall use it only for the purpose of fulfilling the Contract. The Parties shall ensure the confidential treatment of all information relating to the Contract by their personnel, agents and consultants. In case of doubt, all information shall be treated as confidential.

21.2 Confidential information of a Party does not include information which:

- a) was already known to the other Party, before it was made accessible by the disclosing Party;
- b) is or becomes generally known without the other Party's disclosure;
- c) was disclosed to the other Party by a third party without any transfer restriction;
- d) was developed by the other Party itself without using or referring to the confidential information of the protected party; and/or
- e) must be disclosed by order or legally binding decision of a court, administrative or other authority. In this case the Party under the obligation to disclose shall inform the other Party immediately of the decision and consider protective measures the other Party may desire to implement.

21.3 This obligation of confidentiality shall exist prior to the conclusion of the Contract and remain valid for a period of five (5) years after termination of the Contract; provided that any obligations related trade secrets shall continue in accordance with applicable laws.

21.4 A Party may not disclose any confidential information to a third party without the prior written approval of the other Party. If approval is granted, the obligations of confidentiality are to be transferred to the receiving third party, except in the event of a disclosure Section 21.1(e).

21.5 Notwithstanding Section 21.4 of these GTC-P, Alzchem may disclose confidential information to affiliated companies of Alzchem, its subsidiaries, and contracted advisors, such as consultants, auditors, financial advisors, accounts, and counsel.

21.6 Advertising and publications about specific services in connection with the Contract require the written approval of the other Party. Without the written approval of Alzchem, the Supplier shall not advertise the fact that a collaboration between the Parties exists or existed, and shall not give Alzchem as a reference.

## 22. Data protection

Each Party may have access to personal data (for example names, functions, business units, contact details and communication data) relating to the other Party's

employees, representatives, consultants, agents, contractors and other personnel ("Personnel"; "Personnel Data") in relation with the contract that is subject to these GTC-P. The Parties agree that they act as independent controllers in relation with such Personnel Data unless otherwise agreed expressly by the Parties. Personnel Data may be processed only in accordance with applicable law, applying appropriate security measures, and only in order to enter into and perform the contract and compatible purposes including but not limited to order and payment processing, tolls, taxes and import/export management, customer relationship management, business accounting and general administrative purposes. Each Party undertakes to inform its own Personnel about the processing of Personnel Data by the other Party, in accordance with applicable laws.

### 23. Compliance

- 23.1 Supplier shall comply with applicable laws, regulations, ordinances, and legal standards, including but not limited to environmental protection, industrial safety and child protection provisions, the prohibition of human-trafficking, as well with the provision against counterfeits or the protection of the environment and of health.
- 23.2 The Parties commit themselves not to directly or indirectly make any payment, gift, or other commitment to any person in a manner contrary to applicable law, or accept financial or other favors, if in return the giving party expects an unjustified advantage or is rewarded. The Parties also commit themselves to comply with the U.S. Foreign Corrupt Practices Act and similar other applicable statutes, regulations and ordinances.
- 23.3 The Supplier shall not utilize conflict minerals, as determined by Alzchem, for any Goods, spare parts or other products or components sold to Alzchem. Upon request, Supplier shall provide written confirmation of compliance with the foregoing obligations, and allow Alzchem to audit its records on conflict minerals and related matters.
- 23.4 The Parties shall require their personnel, permitted subcontractors, suppliers, and other third parties contracted for the fulfillment of the Contract to comply with this Section 23.

### 24. Termination

In addition to any remedies available under these GTC-P, Alzchem may terminate the Contract with immediate effect upon written notice to the Supplier, either before or after the acceptance of the Goods or the Supplier's delivery of the Services, if Supplier has not performed or complied with any of the provisions of the Contract, in whole or in part; subject to the cure periods defined in Section 9.1. If Alzchem terminates the Contract for any reason, Supplier's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Alzchem prior to the termination.

### 25. Limitation of Liability

Nothing in the Contract shall exclude or limit:

- a) Supplier's liability under Sections 13 (Warranty), 15 (Indemnification), 20 (Infringement of Intellectual Property Rights), 21 (Confidentiality) and 23 (Compliance) hereof;
- b) Supplier's liability for fraud, personal injury or death caused by its negligence or willful misconduct; or
- c) Supplier's liability for consequential, indirect, or special damages arising from the foregoing.

### 26. Assignment

- 26.1 The Contract and the Parties' rights and duties arising therefrom shall not be assignable without the express prior written approval of both Parties to the Contract, which approval shall not be unreasonably withheld.
- 26.2 Notwithstanding Section 26.1 hereunder, Alzchem shall be entitled to assign rights and obligations from the Contract to an affiliate of Alzchem at any time.

26.3 Supplier shall not assign any claims arising from this Contract without the express prior written approval of Alzchem.

### 27. Verification

- 27.1 Without affecting the rights set forth under Section 3.4, for the duration of the Contract and two (2) years thereafter, upon advance written notification of at least ten (10) calendar days by Alzchem and during normal working hours at Supplier's place of business, Supplier shall make available to Alzchem or for an auditing company commissioned by Alzchem, all documents needed to verify Supplier's compliance with the provisions of the Contract, particularly of the development and production of the Goods.
- 27.2 All costs and expenses in connection with the audit shall be borne by Alzchem. If an audit shows that Supplier has failed to comply with any provisions of the Contract, Supplier shall bear all costs and expenses of the audit, in addition to any reimbursement for overpayments or other damages suffered by Alzchem.
- 27.3 To perform inspections and audits, authorized representatives of Alzchem, after due identification, shall have free access to all premises in which the Goods are manufactured, tested or stored. This also applies to representatives and quality inspectors of Alzchem's customers or official quality inspectors commissioned by them.
- 27.4 Upon request any desired information shall be given by the Supplier to such personnel and the requested documents shall be presented.

### 28. Waiver

No waiver by Alzchem of any of the provisions of the Contract is effective unless explicitly set forth in writing and signed by Alzchem. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Contract operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege thereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

### 29. Independent Contractor

For the purpose of the Contract, nothing herein shall be deemed to make Alzchem a partner or joint venturer of Supplier. Neither Party shall have any authority to bind, commit, or otherwise obligate the other Party in any manner whatsoever.

### 30. Notice

With the exceptions for communication provided by Alzchem in its regular course of business, which may be transmitted with email or other electronic transmissions, all notices required or permitted by the Contract shall be in writing and shall be deemed to have been given (a) on the date of personal delivery to an officer of or personally to the other Party, or (b) the day following deposit when properly deposited for overnight delivery with a nationally recognized commercial overnight delivery service, prepaid, and addressed as provided in the Contract, unless and until either of such Parties notifies the other in accordance with this Section 30 of a change of address.

### 31. Force Majeure

Alzchem shall not be liable or responsible to Supplier, nor be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term of the Contract, when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"), provided that Alzchem has taken commercially reasonable efforts to mitigate the effects of such event: (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemics, outbreak of any infectious disease, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action that was not reasonably foreseeable; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances affecting third parties (but excluding strikes or labor disputes involving Alzchem's own employees); or (h) other similar

events beyond the reasonable control of Alzchem. Within five (5) business days of determining the occurrence of a Force Majeure Event, Alzchem shall give written notice to the Supplier, specifying the nature of the Force Majeure Event, its expected duration, and the steps being taken to mitigate its effects. Failure to provide timely notice shall result in Alzchem waiving its right to claim force majeure for the period prior to notice. In the event a Force Majeure Event continues for sixty (60) days or longer, either Party may terminate the Contract upon thirty (30) days' written notice to the other Party. Upon such termination, Supplier shall be compensated for all Goods delivered and Services performed prior to termination, subject to any set-off or other withholding.

### 32. Applicable Law and Dispute Resolution

32.1 All matters arising out of or relating to the Contract are governed by and construed in accordance with the internal laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of South Carolina. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded and shall not apply to the Contract or any matter related thereto.

32.2 The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to the Contract, or to a material breach, including its interpretation, performance, or termination. If the Parties do not reach settlement within a period of twenty (20) calendar days of a Party providing written notice of a dispute to the Party, the Parties shall submit the dispute to mediation on the terms and at a location determined by the Parties.

32.3 If the Parties are unable to resolve such dispute through mediation, either Party may refer the dispute to arbitration. The arbitration shall be conducted in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Charleston, South Carolina or another location determined by the Parties, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based, and shall be final and binding upon the Parties. The prevailing Party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of reasonable attorneys' fees, at the discretion of the arbitrator. Both Parties waive their right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. The arbitrator shall have no authority to award any of the types of damages excluded by hereunder, and shall be so instructed by the Parties.

32.4 Notwithstanding anything to the contrary herein, any Party may seek injunctive relief against the other Party with any court of proper jurisdiction with respect to any and all preliminary injunctive or restraining procedures pertaining to this Contract or the breach of any relevant obligations, including but not limited to Section 21.

### 33. Insurance

During the term of the Contract and two (2) years thereafter, Supplier shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including but not limited to product liability) with financially sound and reputable insurers. Upon Alzchem's request, Supplier shall provide Alzchem with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in this Section 33. The certificate of insurance shall name Alzchem as an additional insured. Supplier shall provide Alzchem with sixty (60) days' advance written notice in the event of a cancellation or material change in Supplier's insurance policy. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Alzchem's insurers, Alzchem, and any other indemnitees.