

SGL GROUP – US COMPANIES (“Buyer”) - TERMS AND CONDITIONS OF PURCHASE

1. Acceptance of Order. This purchase order and these terms and conditions (collectively, this "Order") is the offer of Buyer to purchase from the party to whom it is sent ("Seller") the products and/or services described in this Order (collectively, "Goods"). This Order may be accepted by any reasonable indication of acceptance by Seller, including, but not limited to, acknowledgment or commencement of performance by Seller. Seller's acceptance, however made, is expressly limited to the terms of this Order, and Buyer objects to all additions, exceptions, or changes to these terms whether contained in any printed form of Seller or elsewhere. In the event that this Order constitutes a written confirmation of terms previously agreed upon by Seller and Buyer, or an acceptance of an offer previously made by Seller, any such confirmation or acceptance by Buyer is expressly conditioned upon and subject to the terms and conditions set forth.

2. Delivery. Unless otherwise specified by Buyer in this Order, all deliveries of Goods purchased hereunder shall be DAP Buyer's location designated on the face of this Order (Incoterms® 2010). No tender of delivery of Goods or any documents, data, or other items pursuant to this Order shall be deemed made to Buyer, and no liability or obligation to inspect Goods shall be imposed on Buyer, unless and until Goods are tendered in precise conformity to the specifications and instructions of this Order (including, but not limited to, specifications and instructions relating to kind, quantity, quality, assortment, labeling and packaging, delivery, shipping, routing, and conformity to specifications, designs, and samples). Deliveries of Goods or any documents, data, or other items pursuant to this Order shall be strictly in accordance with Buyer's delivery schedule. If delivery terms other than DAP are specified in this Order and Buyer is responsible for import clearance, the Seller will promptly deliver to Buyer all documents and other import relevant information which are necessary for the import clearance. If Seller fails to comply with this obligation, even after a reasonable period of grace, Buyer may rescind and terminate this Order without prior notice. If Seller's deliveries fail to meet the schedule specified by Buyer, Seller shall, at Seller's sole expense, upon the request and at the direction of Buyer, and without in any way limiting Buyer's rights and remedies for any such delay in delivery, ship Goods by express shipment and Seller will pay the difference between regular freight and express rates. Invoices covering Goods shipped in advance of the date set forth in Buyer's delivery schedule will not be paid until their normal maturity after the date specified for delivery. Partial shipments are not allowed without the express written consent of Buyer.

3. Acceptance of Goods by Buyer. Acceptance of Goods by Buyer shall occur only when all provisions and specifications of this Order, including inspection of Goods, have been met and all data and documents noted in this Order, including drawings, test results, reports, and shipping documents, have been received from Seller. No reasonable delay in inspecting or in rejecting Goods shall be deemed an acceptance of them or a waiver of Buyer's right to reject Goods for any cause hereunder. Buyer shall have the right to accept any part of Goods notwithstanding that it may reject the balance for any cause hereunder. Acceptance by Buyer of all or any part of Goods shall not constitute a waiver of any claim which Buyer may have regarding Goods, including, without limitation, a claim against any warranty or guarantee due to delay, based on contractual penalties, or due to any other cause. Payment for any Goods under this Order shall not be deemed acceptance of Goods.

4. Non-Conforming Goods. All Goods, supplied not in precise conformity with Buyer's specifications or shipped contrary to Buyer's instructions, may, at Buyer's sole discretion, be (i) rejected by Buyer and returned to Seller at Seller's sole expense, or (ii) held by Buyer at Seller's sole risk and expense. In the event any Goods are rejected by Buyer for any cause, Seller shall pay to Buyer immediately: (i) any prepayments which Buyer has made for the rejected Goods; (ii) the cost to Buyer of storing the rejected Goods; (iii) the cost to Buyer of returning the rejected Goods (by whatever reasonable means Buyer determines); and (iv) all other expenses incurred by Buyer in connection therewith.

5. Price. Unless otherwise specified, the prices stated in this Order include all charges for packing, hauling, storage, transportation to point of delivery, and taxes. Sales and use taxes not subject to exemption shall be stated separately in Seller's invoice. Seller may not increase prices on Goods ordered after acceptance of this Order. Seller warrants that the prices quoted in this Order are no greater than those currently charged to any other buyer; and Seller agrees that any price reduction extended to others by Seller prior to delivery of Goods shall also be extended to Buyer. Goods must be shipped as per instructions; any extra handling charge will be billed back to Seller. Buyer retains the right to fulfill contractual payment obligations through any affiliate of Buyer. Seller hereby expressly consents to such fulfillment by Buyer or Buyer's affiliate. Any restrictions on assignment or transfer of rights for the fulfillment of payment-obligations by Buyer shall not apply.

6. Changes. Buyer may at any time make changes in the scope or quantity of Goods in which event an equitable adjustment will be made to any price, time of performance, and other provision of this Order, if appropriate. Claim for such an adjustment must be made within fifteen days after the date of receipt by Seller of notice of the change. Substitutions or changes in quantities or specifications by Seller shall not be made without Buyer's prior written approval.

7. Cancellation. Buyer reserves the right to cancel all or any part of this Order or any other order between Buyer and Seller. Buyer's cancellation of this Order, or other orders or agreements between Buyer and Seller, pursuant to this Section 7, shall be without liability except for deliveries previously made and accepted by Buyer. No rights shall accrue to Seller against Buyer on account of such termination or cancellation pursuant to this Section 7. In the event of Buyer's cancellation of an order pursuant to this Section 7, Seller shall repay to Buyer immediately any prepayments which Buyer has made for goods or services covered by such order. The remedies provided in this Section 7 shall be cumulative and in addition to any other remedies provided by law or equity.

8. Warranty. Seller expressly warrants that Goods shall be merchantable; shall conform to this Order, to specifications, drawings, and other descriptions referenced in this Order, and to any accepted samples; shall be free from defects in materials and workmanship; shall be free from defects in design, and shall be fit and safe for their intended purposes. Seller further warrants that it has clear title to Goods and that Goods shall be delivered free of any and all liens and encumbrances. Goods that meet the preceding standards are collectively called "conforming Goods." The Warranty Period will be for a period of 24 months from the date of delivery to the end user or such longer period of time as may have been accepted by Buyer from Buyer's customer or the date on which any longer or broader government requirement covering the Goods ends. These warranties will survive any delivery, inspection, acceptance or payment by Buyer for the entire Warranty Period. Claims for breach of warranty and the applicable statute of limitations do not accrue until discovery of noncompliance, even if the Goods were previously inspected. All these warranties and other warranties as may be prescribed by law shall extend to Buyer, its successors, assigns, and customers, and to users of Goods and shall run through any expiration date stated in Seller's warranty. If Seller is unable, within fifteen (15) days, to remedy the nonconformance or to deliver replacements or such measures are delayed for an unreasonable period of time, then Buyer may, at its election, rescind the Order, demand a reduction of the purchase price and/or claim damages from Seller. If conforming Goods are not furnished or are delivered late, then Buyer may, at its election and in addition to any other rights or remedies it may have at law or in equity, have the Goods repaired, replaced, corrected or sourced from a third party, at Seller's expense. Seller is also responsible for all related expenses and damages including without limitation, the costs of removal, disassembly, failure analysis, fault isolation, reinstallation, re-inspection and retrofit of the nonconforming Goods or of Buyer's affected end-product; all freight charges; all customer charges; and all corrective action costs (i.e., costs of additional inspection or quality control systems).

9. Proprietary Information and Publicity. All technical data, know-how, and any other information, however embodied, relating to Goods (the "Proprietary Information") is proprietary to Buyer and shall be kept confidential by Seller. Seller shall not disclose or use the Proprietary Information for any purpose except as required by Seller's performance under this Order. Upon cancellation, termination, or completion of this Order, Seller shall return to Buyer all such Proprietary Information and all documents and items embodying such Proprietary Information. Seller shall keep confidential the existence of this Order, all aspects of this Order, and all Proprietary Information. Seller shall not reproduce, cause to be reproduced, or allow to be reproduced the Proprietary Information, or any item which embodies Proprietary Information without the Buyer's prior express written consent. Seller shall not make any reference, advertisement, or promotion regarding Buyer or Buyer's purchase or use of Goods without the prior written consent of Buyer, except to the extent required by law.

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10. Inspection/Testing. During ordinary business hours and upon reasonable prior notice Buyer is entitled to inspect the Goods during manufacturing or the completed product. Seller shall arrange to provide Buyer with access – if applicable – to the property of Seller or third parties. Goods purchased under this Order are subject to Buyer's reasonable inspection, testing, and approval at Buyer's location. Buyer will charge Seller for the cost of inspecting rejected Goods.

11. Recall. In the event that a recall of Goods is reasonably required on account of any defect, a failure to conform to the specifications, applicable laws, or any other reason within Seller's control, Seller shall conduct such recall and shall bear all costs and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, costs of returning Goods, lost profits, and other expenses incurred to meet obligations to third parties.

12. Compliance With Laws.

12.1 Employment, Discrimination, Environmental, Health and Safety. Seller's performance under this Order shall be performed in compliance with, and Goods covered by this Order are guaranteed by Seller to have been manufactured and sold in accordance with, the provisions of (i) the Fair Labor Standards Act of 1938, (ii) the Toxic Substances Control Act, (iii) Dodd Frank Consumer Protection Act (Conflict Minerals); (iv) the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, (v) the Williams-Steiger Occupational Safety and Health Act of 1970, (vi) any applicable federal, state, and local laws and regulations regarding discrimination because of race, color, religion, national origin, sex, age, handicap, or veteran status, including, without limitation, 41 CFR Part 60-1, 41 CFR Part 60-250, and 41 CFR Part 60-741 as amended., and (vii) any and all other applicable federal, state, and local laws, rules, and regulations, all as may be amended and to provide information and otherwise assist Buyer with its compliance as requested by Buyer from time to time.

12.2 Foreign Trade Regulations, Import Clearance. Seller shall comply with all applicable export control, customs and foreign trade regulations (“Foreign Trade Regulations”). Seller shall advise Buyer in writing within two weeks of receipt of the Order - and in case of any changes without undue delay - of any information and data required by us to comply with all Foreign Trade Regulations in case of export, re-export and import, including without limitation:

- All applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); and
- the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
- the country of origin and - upon our request – a certificate of origin

13. Security of the Supply Chain. Seller shall provide the necessary organizational instructions and take measures, particularly with regard to the following security aspects: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e. g. C-TPAT, AEO). Seller shall protect the goods and services provided to Buyer or provided to third parties designated by Buyer against unauthorized access and manipulation. Seller shall only employ or engage reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.

14. Indemnification. Seller shall defend, indemnify, and hold harmless Buyer, its successors, assigns, employees, and customers, and all users of Goods with respect to all claims, liability, damages, losses, and expenses, including attorney's fees, incurred of every kind related to, caused by, or arising out of: (i) actual or alleged patent, copyright, or trademark infringement, or violation of other proprietary right, arising out of the purchase, sale, or use of Goods; (ii) actual or alleged defect in Goods, whether in design, manufacture, material, or otherwise; (iii) actual or alleged breach of any express or implied warranty; and (iv) failure of Seller to deliver Goods on a timely basis in precise conformity with the terms and conditions of this Order. In the event of a claim under this Section 13, Buyer may at its option terminate this Order or defer acceptance of the balance of Goods ordered until the claim is resolved. If Buyer is enjoined from the use of Goods, Seller shall, at Buyer's option, either procure for Buyer the right to continue using Goods, replace Goods with substantially equivalent goods, modify Goods as to be usable by Buyer, or repurchase Goods at the price set forth in this Order.

15. Insurance. Seller shall obtain and keep in force for three (3) years after the last delivery under this Order general comprehensive liability insurance covering each occurrence of bodily injury and property damage in an amount of not less than \$1 million dollars (or any other amount Buyer may indicate in this Order) combined single limit with special endorsements providing coverage for: (i) Products and Completed Operations Liability; (ii) Blanket Broad Form Vendor's Liability; and, (iii) Blanket Contractual Liability. If services are performed under this Order on Buyer's premises, Seller shall also obtain Premises-Operations, Personal Injury, and Independent Contractors, Protective Liability endorsements, and shall further obtain Workers' Compensation, Employer's Liability, and Automobile Liability insurance coverage in amounts reasonably acceptable to Buyer naming Buyer as an additional insured. Seller shall furnish Buyer with a certificate evidencing the required insurance.

16. Risk of Loss. Seller shall bear the risk of loss or damage to Goods covered by this Order until they are delivered to and accepted by Buyer.

17. Buyer-Furnished Material. Seller shall not use, reproduce, or appropriate for or disclose to anyone other than Buyer, any material, tooling, dies, drawings, designs, or other property or information furnished by Buyer (“Material”) without Buyer's prior written approval. Title to all Material shall remain in Buyer at all times, and where practicable Seller shall make or tag the Material to indicate Buyer's ownership. Seller shall bear the risk of loss or damage to the Material until it is returned to Buyer. All Material, whether or not spoiled or used, shall be returned to Buyer at cancellation, termination, or completion of this Order unless Buyer shall otherwise direct in writing.

18. Assignment of Interests. Seller hereby assigns to Buyer all of Seller's rights and interests in and to all original works reduced to tangible form and specifically created by Seller or its employees for delivery to Buyer in connection with this Order (including, but not limited to, drawings, designs, computer software and all copyright, patent, trade secret, and trademark rights, and any other forms of intellectual property protection which may be available) and title in such works shall belong to Buyer.

19. Termination for Convenience. Buyer may terminate this Order, in whole or in part, at any time by notice to Seller in writing. Seller's sole compensation for such termination shall be payment by Buyer of the percentage of the total order price corresponding to the proportion of work completed in filling the order prior to such notice, plus any reasonable expenses incurred by Seller in terminating orders and work in progress. Such termination claim must be submitted to Buyer within sixty (60) days after the date of termination and shall be subject to Buyer's approval. Upon termination, title to all Goods (finished or unfinished), equipment, materials, plans drawings, specifications, information, special tooling, and any other items shall vest in Buyer, and Seller shall promptly deliver these items to Buyer and take all necessary action to protect such property prior to such delivery.

20. Setoff. Any counterclaim against Seller or any of Seller's related entities by Buyer or by any of Buyer's related entities which arises out of this or any other transaction may be set off against any money due Seller under this Order.

21. Assignment/Subcontracting. Seller shall not assign this Order or subcontract any material portion of the performance of this Order without Buyer's prior written consent. Buyer may assign this Order to (i) any subsidiary company controlled by Buyer or (ii) the successor of all or substantially all of Buyer's business or the business division to which this Order relates, without prior written consent of the Seller. This Order shall inure to the benefit of and be binding upon each of the parties hereto and its successors and assignees.

22. Excusable Delay (Force Majeure). Neither party will be in default for any delay or failure to perform due to causes beyond its reasonable control and without its fault or negligence (“Force Majeure Event”). Seller's ability to sell Goods at a more advantageous price or Seller's economic hardship in buying materials or

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processing necessary for manufacture of the Goods will not constitute a Force Majeure Event. The party affected by a Force Majeure Event will promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the Force Majeure Event, and will use its best efforts to remedy the delay. If Seller's delivery is delayed, Buyer may, at Buyer's sole option, cancel deliveries scheduled during the period of the Force Majeure Event or elect to extend the period of performance to cover the period caused by the Force Majeure Event. If a Force Majeure Event occurs that affects delivery of Goods to Buyer, Seller will allocate its available supply of Goods in a manner that assures Buyer of at least the same proportion of Seller's total output of Goods as was allocated to Buyer before the Force Majeure Event. If delivery of any Goods is delayed for more than 30 days, Buyer may, without liability, cancel all or any part of this Order.

23. Choice of Law. This Order and the performance under it shall be controlled and governed by the laws of the state in which Buyer's facility, to which the Goods are delivered, is located, excluding its conflict of laws principles.

24. Consent to Jurisdiction. Seller and Buyer consent to the exercise of jurisdiction over them by the courts in the state in which Buyer's facility, to which the Goods are delivered, is located with respect to any dispute or controversy, and Seller and Buyer waive any objection to the assertion or exercise by such court of such jurisdiction.

25. Other. Buyer will not be responsible for any goods delivered without purchase order. Buyer may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.

26. Supplier Code of Conduct. Buyer expects all of its suppliers to follow legal and ethical business practices. Seller warrants that it shall abide by Buyer's Code of Conduct for Subcontractors and Suppliers, which may be found at [SGL Group's website](#).

27. Construction of Agreement. This Order, including these terms and conditions, may not be amended, modified, or supplemented except by written agreement executed by Seller and Buyer. The provisions of this Order are hereby deemed by the parties to be severable, and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision. Seller and Buyer acknowledge that this Order, including these terms and conditions, together with any invoice of Buyer, constitute the entire agreement between Seller and Buyer with regard to the sale or transfer of Goods, and supersede all prior oral or written statements of any kind made by the parties or their representatives.