General Terms & Conditions of Sale (Status: March 2022)

1. General

1.1 These general terms and conditions of business ("GTC") apply to all sales and services (collectively referred to as "Deliveries") provided by Mitsubishi Chemical Polyester Film GmbH ("MFE") to Customer.

1.2. MFE hereby expressly objects to any other General Terms and Conditions of Business of the Customer, even without an express objection or in case orders are accepted without reservation. Any other Terms and Conditions of the Customer deviating from the GTC become part of the contract only if they are agreed by MFE in writing. The waiver of this requirement of written form must also be made in writing. For the sake of clarity and for the purpose of interpretation of these GTC, fax and email waivers are not considered to be in writing.

1.3. Any invalidity of individual clauses will not affect the validity of the remaining provisions. In case MFE and the Customer enter into a separate supply agreement, all conditions in these GTC shall remain valid if they are not expressly set aside by the separate supply agreement.

2. Order and Order Confirmation

2.1. All orders are subject to written order confirmation by MFE. Without written order confirmation by MFE, the orders shall not be binding between the parties.

2.2 If orders of the Customer depend on a quotation by MFE, such quotation (a quotation being a price reference calculated based on product(s) and respective volume request of Customer), unless otherwise specifically stated in the quotation, is valid if the Customer issues an order within 14 days from the date of the quotation by MFE. With the expiration of the 14-days term, the quotation is not binding on MFE.

2.3. The orders and their modifications or supplements as well as side agreements become binding only and to the extent of the content of MFE's written order confirmation.

2.4. The Customer is responsible for the correctness and timely procurement of the documents the Customer has to provide.

3. Prices and Payment Terms

3.1. Unless otherwise agreed in writing, MFE's prices are quoted EXW (Incoterms in its respective valid version) and do not include delivery costs, VAT, other taxes and duties (if applicable), at the statutory rate.

3.2. Unless prices are stated to be fixed on MFE's order confirmation, MFE may increase prices in accordance with increases in MFE's costs or general price list increases occurring after the date of MFE's order confirmation. The Customer has 5 business days to reject the order confirmation in case of price increase.

3.3. The purchase price is immediately due upon the invoice date net without deduction, set-off or withholding, unless otherwise agreed in writing. A cash discount deduction is always excluded, unless otherwise agreed in writing between the Customer and MFE.

3.4. Bills of exchange and checks are not accepted.

3.5 If the Customer defaults on payment or its creditworthiness position changes, MFE is entitled to ask for immediate payment of all Deliveries irrespectively of any granting of deferment of payment in another way. Further, MFE may request any Deliveries subject to payment in advance, and may cancel and withhold, either partially or entirely, Deliveries of confirmed orders.

3.6. Should the Customer delay payment beyond the due date in accordance to section 3.3 above, the Customer shall pay interest of 9 percent points above the respective basic interest rate from the due date. MFE is entitled to seek further damages.

4. Delivery and Delivery times

4.1. Time of delivery is indicative and it is not binding.

4.2. MFE's obligations, including Deliveries, will be suspended in case of force majeure event(s) as for instance through wars, natural disasters, pandemics/epidemics, strikes, lockouts, operating troubles, shortage of manpower and raw material, transportation hold-ups as well as governmental directives (including embargoes or sanctions) that prevent or delay the production or transportation or delivery. This also applies when MFE's suppliers or affiliates are affected by any of the above. If the delivery is permanently made impossible by foresaid events MFE is entitled to withdraw from the contract without any liability for damages. In particular, in the case of any Deliveries which are subject to the export licensing laws of Germany, the EU, the UK, Japan, USA or any other applicable country or state(s), any failure to obtain or any delay in obtaining such export license shall not render MFE liable to Customer.

4.3. The fulfilment of MFE's delivery obligation is subject to the timely and properly fulfilment of the obligations of the Customer. Partial Deliveries are admitted and can be charged separately.

4.4. In case of multiple delivery contracts or blanket purchase orders, MFE may fix a reasonable deadline for the request or acceptance for the partial or total delivery. After the expiration of MFE's deadline, MFE may terminate the contract and claim damages for non-performance in respect of the remaining quantity ordered.

4.5. If solely by MFE's fault MFE does not keep a delivery time that was assured and confirmed in writing, the Customer shall be entitled to set a reasonable period of grace after the expiration of the delivery time and to terminate the accepted order after the expiration of the period of grace. Claims for damages caused by undue delay shall be excluded. Insofar as goods are delivered from overseas "reasonable" shall be a period of grace of at least 12 weeks.

4.6. MFE is not liable for inability or delays regarding the Deliveries, if and to the extent that these are caused by circumstances in the responsibility of the Customer, in particular due to

his fulfillment of public legal obligations under the valid version of Directive (EG) No. 1907/2006 (REACH Regulation).
4.7. Unless otherwise agreed in written form (in particular according to Incoterms in its respective valid version) the risk of loss and damage shall be transferred EXW.
4.8. If the Customer delays the acceptance of the Delivery or refuses the acceptance of Delivery for no apparent reason, MFE will charge the costs and additional expenses incurred to the Customer. MFE reserves the right to assert additional damages.
4.9. The Customer shall accept normal manufacturing tolerances and quantities/weights varying by not more than 10% from the contract quantity, and shall pay pro rata for the actual quantity/weight delivered. The quantity stated on MFE's dispatch order confirmation shall be conclusive evidence of the amount delivered, unless Customer can provide conclusive evidence proving the contrary. Nothing in the foregoing shall affect the rights of any party arising from any relevant specification.
4.10. For export of the goods or services, MFE agrees to comply with applicable export laws and regulations and undertakes to obtain, if applicable, any UK license(s) required for the export of the goods from the UK. Customer undertakes to comply with any such license(s). If Customer wishes to re-sell or re-export the goods it may do so only in accordance with section 9, on obtaining prior written consent from MFE and on obtaining and complying with all necessary licenses, permits and consents (including without limitation all export and import licenses) as required under applicable laws.
4.11 If requested by the Customer, MFE will cover the delivery with transport insurance. MFE shall bear the costs of such transport insurance. The Customer must have damage to the consignment confirmed immediately in writing by the transport company.
4.12 Reusable packaging (e.g. plastic winding sleeves, packaging racks, end plates and pallets) are the property of MFE and are only provided to the Customer on loan. They are to be treated with care and are to be made available to MFE for return no later than 3 months from the invoice date in the case of domestic deliveries, and no later than 6 months from the invoice date in the case of deliveries abroad. MFE will undertake the collection and return in accordance with the packaging return system set up at MFE at its own expense after informing the Customer. MFE expressly reserves the right to make claims for damages due to delayed or non-supply as well as damage or soiling of the reusable packaging.
4.13 Other packaging material is not taken back. The Customer is obliged to ensure the proper disposal of this packaging at his own expense.

5. Retention of Title

5.1. The title to all Deliveries ("Conditional Goods") remains with MFE upon full payment of all debts including future debts, arising from the business relationship with the Customer. This also applies if payments are made against specially designated debts. If an invoice is still outstanding the retained title shall serve as a security for the balance due to MFE.
5.2. Processing or conversion of the Conditional Goods is carried out on behalf of MFE without any obligation for MFE. MFE is considered the manufacturer in the meaning of section 950 of the German Civil Code, and MFE acquires ownership of the intermediate and end products, excluding the Customer as owner, in proportion to the invoice value of MFE's Conditional Goods to the invoice values of the third-party goods. The same applies to combination or mixing of Conditional Goods with third-party goods in the sense of sections 947, 948 German Civil Code.
5.3. The Customer holds the Conditional Goods in custody for MFE and free of charge and undertakes to insure the Conditional Goods against the normal risks, such as but not limited to fire, water, theft etc. The Customer may sell, use for manufacture, mix or combine the Conditional Goods only in the course of his ordinary business and only as long as he is not in default of payment. The Customer is not entitled to otherwise dispose of the Conditional Goods, especially not to pledging and assignment by bill of sales as a security. The power of disposition shall end if the Customer stops payments, or if there is a risk of insolvency, and further at any time when MFE revokes this right.
5.4. In the event of resale, the Customer hereby assigns to MFE any claims together with all subsidiary rights arising from the resale of the Conditional Goods to third parties until full settlement of all claims arising from the business relationship with MFE. In the normal course of business, the Customer is entitled to collect claims arising from the further use of Conditional Goods. If facts come to MFE's knowledge which indicate a significant deterioration in the Customer's financial situation, then, upon MFE's request, the Customer must inform its Customers of the assignment, refrain from disposing of the debts in any way, give MFE all the necessary information about the inventory of goods which are MFE's property and the claims assigned to MFE, and shall provide MFE with the necessary documents to enforce the assigned claims. In case of levies of execution or seizure attachments by third parties the Customer must inform MFE immediately. The Customer shall bear costs caused by MFE's intervention.
5.5. MFE shall release the securities at the request of the Customer, as far as their value exceeds the claim to be secured by more than 10 % of the value of the accepted order.
5.6. As far as the respective national law, where the goods are in custody of the Customer, requires further steps for the validity of the retention of title, for example, the registration with a registry, the Customer has to perform them on its own costs and has to deliver prove about this to MFE.

6. Warranty

6.1. MFE warrants that the Deliveries comply with MFE's product or service specifications at the time of manufacturing or performance. MFE does not provide any further expressed or implied warranty on the Deliveries including but not limited to implied warranties of merchantability, fitness for any particular purpose and non-infringement of third-party rights or any other warranted characteristics. References to norms or similar regulations, information in safety data or product data sheets, information on the applicability of the Deliveries and statements in advertisements are neither warranties nor guarantees. The same applies to conformity declarations. In particular, pertinent identified uses according to the REACH Regulation [EG.] No. 1907/2006 represent neither an agreement concerning a corresponding contractual property nor a contractually stipulated utilization.

6.2. Immediately after receipt the Customer shall examine the goods for defects in quality or errors in quantity and shall notify MFE in writing, no later than 5 days after receipt, pointing out the order data, invoice- and lot number. Other defects must be notified to MFE in writing immediately when they become visible and no later than 5 days. If MFE is not notified in time about the defects, the Deliveries are approved by the Customer. In any case, MFE must have the opportunity to verify the complaint.

6.3. If the notice of defects is made in time and MFE confirms that the Deliveries do not comply with the applicable specification, MFE undertakes, at MFE's option, to rectify or replace the Deliveries.

6.4. Any advice in the mode of application is not binding on MFE and shall not release the Customer from its duty to check whether the goods are suitable for the procedures and technologies intended by it or its customers. Other than the warranty scenarios described in section 6.1 above, MFE does not assume any liability and all and any claims for damage against MFE related to advice, suggestions, recommendations and/or any other communication about the mode of application shall be excluded.

6.5. All warranty claims of Customer according to this section 6 are time-barred after 12 months upon the transfer of risk of the Deliveries.

6.6. Further claims are excluded in accordance with section 7 below.

7. General Liability Limitation

The liability of MFE under these GTC shall be limited as follows: MFE shall be fully liable for damages in the event of intent or gross negligence. In the event of slight negligence (*einfache Fahrlässigkeit*) MFE shall only be liable for damages to life, body and health resulting from a culpable breach of duty by MFE as well as for damages resulting from breach of an essential contractual obligation (*i.e.* an obligation the fulfilment of which is essential for the proper performance of the agreement and the observance of which the other party regularly relies on). In the event of a breach of an essential contractual obligation, MFE's cumulative liability shall be limited to the foreseeable, typically occurring damages. The parties agree that the amount of the foreseeable, typically occurring damages does not exceed the amounts paid by Customer to MFE for the affected accepted order, but in no event less than the amount of the foreseeable, typically occurring damages. The limitations of liability set out herein shall also apply to any special, incidental, consequential or indirect damages arising from or in relation to any Deliveries. The limitations of liability set out herein shall also apply to damages resulting from a breach of duty by vicarious agents or legal representatives of MFE. Liability according to the German Product Liability Act, in case of maliciously concealed defects and in case of an accepted quality guarantee for the Deliveries remains unaffected.

8. REACH

If the Customer notifies MFE of a use according to Article 37.2 of the Regulation [EC] No. 1907/2006 of the European Parliament and the Council on registration, evaluation, authorization and restriction of chemical substances ("REACH Regulation") which requires an updating of the registration or substance safety data report, or another obligation under the REACH Regulation, the Customer bears all verifiable expenditure. MFE is not liable for any delivery delays resulting from the notification of this use and the fulfilment of the corresponding obligations according to the REACH Regulation. In case, for reasons of health or environmental protection, it is not possible to include this use as an identified use, and should the Customer intend, contrary to MFE's advice, to use the goods in a manner MFE discourages, MFE can immediately terminate the contract and any accepted orders. The Customer cannot claim damages against MFE from the above-mentioned regulations and process.

9. Export control

9.1 Unless otherwise agreed in writing, Customer shall be responsible for compliance with statutory and regulatory requirements for the import, transport, storage, use, distribution, and export of the Deliveries. In particular, but not limited to, the Customer shall not use, sell or otherwise dispose of any of the Deliveries (i) for the development or production of biological, chemical or nuclear weapons; (ii) for the unlawful manufacture of drugs; (iii) in violation of embargoes or sanctions imposed by Germany, the EU, Japan, or the USA or any other applicable country or state; (iv) in violation of any legal registration or notification requirement; or (v) without having obtained all relevant approvals required under applicable laws and regulations. The Customer shall indemnify MFE against, and hold MFE harmless from, any claims, damages, costs, expenses, liabilities, loss,

claims or proceedings whatsoever arising out of, or in connection with, any breach by Customer of its obligations set in this section 9.

9.2 Where a statutory or regulatory approval requirement applies to the export of MFE's Deliveries at the time of delivery/performance and such export approval is not granted upon request, MFE shall be entitled to terminate the agreement or accepted order without any liability for MFE. Delays in obtaining such approvals by responsible authorities will not result in the right of the Customer to claim damages.

9.3 MFE is also entitled to terminate any accepted orders in the event a trade prohibition applies at the time of delivery or in the event a product registration obligation applies and registration at the time of delivery/performance has not been applied for or granted.

Besides section 9.1 to 9.3, the following conditions shall apply where the Deliveries are or include carbon fibers or any other dual use Deliveries.

9.4. The Customer has represented that it is purchasing the goods as a raw material to be used by the Customer in its own works in the country specified in the Customer's order form for the manufacture of an article or articles, and to the extent that MFE is permitted by law to impose such restriction, (and subject always to section 4.10 above), the Customer shall not without the MFE's written consent re-sell or re-deliver the goods or any part thereof to any other person, firm or company or transport any of the goods outside the said country until the Deliveries have been converted into such articles.

9.5. It is a condition of the contract that the Customer is contracting as principal and not as agent of another person, firm or company and the Customer shall not without MFE's written consent assign all or any of its rights or obligations under the contract.

10. Confidentiality

The Customer must keep secret and confidential all information received from MFE and/or its affiliated companies in the context of the business relationship and refrain from disclosing it to third parties. This does not apply to information

- which was already in the public domain or in the public domain at the time of disclosure or becomes so at a later date without this being based on a breach of this clause 10;
- of which Customer was demonstrably aware prior to its disclosure by MFE. In this case, Customer is obliged to document this prior knowledge for evidentiary purposes and to notify MFE without delay;
- which have been developed by Customer independently and without breach of this clause 10;
- which are made available to Customer by a third party without reservation of confidentiality and without breach of a confidentiality agreement;
- the disclosure of which to third parties has been expressly permitted in advance in writing by MFE.

11. Jurisdiction and Governing Law, Place of fulfillment

11.1. Place of fulfillment for payment and deliveries is Wiesbaden/Germany. Exclusive place of jurisdiction is Wiesbaden/Germany.

11.2. The contract shall be governed by and construed in accordance with the laws of the Federal Republic of Germany with the exclusion of the rules of conflict of laws of the German Private International Law. The application of the UN-Convention on International Sales of Goods of April 11, 1980 is excluded.

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