

Terms and Conditions of Purchase of ELANTAS PDG, Inc.

August 2023

- 1. General.** The following terms and conditions (“Terms and Conditions”) together with the purchase order (“Order”) shall constitute the entire contract (“Contract”) between ELANTAS PDG, Inc (“Buyer”) and Seller and no agreement or other understanding in any way modifying the same will be binding unless made in writing signed by a duly authorized representative of each.
- 2. Purchase and Sale.** Seller shall sell, transfer and deliver to Buyer the goods identified on the Order issued by Buyer (the “Goods”).
- 3. Price.** The price for the Goods shall be that set forth on the Order. It includes all local and federal taxes, if any, applicable to the purchase order unless otherwise expressly stated herein. No charges will be allowed for containers, crating, boxing or bundling unless stated herein. If the purchase order carries no provision as to price, the price to be paid is to be the last quoted price or the market price at the time of delivery, whichever is lower.
- 4. Time and Place of Delivery.** Seller shall deliver the Goods to Buyer FCA delivery point unless otherwise noted on the Order and no later than the date specified on the purchase order. Seller and Buyer agree that time is of the essence. Certificate of Analysis must accompany each batch in the shipment, or, with prior agreement of Buyer, can be emailed prior to shipment to the quality department.
- 5. Invoice and Payment.** Seller shall supply a separate packing slip and invoice reflecting the purchase order number, quantity, weight and/or volume (as appropriate) shipped for each shipment made pursuant to the purchase order. Buyer’s determination of the amount shipped shall be conclusive on any shipment not accompanied by such documentation. Invoices shall be paid according to negotiated terms, or if no negotiated terms exist, within forty-five (45) days. Payment and discount periods shall be computed from either of delivery of the goods or date of receipt by Buyer of correct invoices accompanied by a bill of lading, whichever is later.
- 6. Excess Product.** Buyer will not be liable for Goods processed in excess of its Order nor for over shipments in excess of the amount specified and Buyer may return any over shipments at Seller’s expense, which shall include costs of delivery and return.
- 7. Warranties.** In addition to all express and implied warranties, Seller expressly warrants that the Goods ordered and work covered by the purchase order will: (a) conform to the specifications, drawings, samples, or other descriptions furnished or adopted by Buyer, (b) be readily usable, within specifications, (c) of good workmanship and materials, (d) free from defect of any kind, (e) be free from any liens or other encumbrances, (f) not infringe on intellectual property rights of any third party, (g) be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and (h) not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act as amended or any applicable State or Municipal law in which the definitions of adulteration and misbranding are substantially the same as those contained in said Act as amended or will be an article which may not under the provisions of Section 404, 505 or 409 of said Act as amended be introduced into Interstate commerce. Such warranties shall survive delivery, receipt, inspection, testing and acceptance by Buyer.

8. Inspection. Buyer may inspect the Goods at any time. If the Goods are defective in material or workmanship or otherwise not in conformity with the requirements of the Order, Buyer, in addition to its other rights, may reject the same in whole or in part for full credit or require prompt action or replacement at Seller's risk and expense, including the costs of delivery and return.

9. Indemnification. Seller agrees to indemnify Buyer and to defend and hold Buyer harmless from and against any and all claims, losses, damages, and expenses (including reasonable attorneys' fees) caused by or resulting from the actions of Seller, its agents or employees in performance of the Order or any breach of Seller's warranties or from any breach of any other representation or obligation set forth in the order or these Terms and Conditions.

10. Risk of Loss. Seller assumes all risk of loss or damage to the Goods, work in process, and materials until delivery thereof to Buyer as provided in the Order. Seller further assumes all risk of loss or damage to third persons, or their property caused by the Goods, or Seller's performance, until the delivery of the Goods as provided in the Order.

11. Force Majeure. Neither Buyer nor Seller shall be liable for delays or defaults in the performance of this Contract due to causes beyond its respective control, including, but not limited to Acts of God, accidents, riots, war, Government interference, embargoes, and strikes. Buyer and Seller shall notify the other in writing of the cause of any excusable delay promptly after the date it appears that such cause will make delay necessary. During the period of such delay by Seller Buyer may purchase its Goods elsewhere and at Buyer's optionally such purchases to reduce the quantities due under the Order.

12. Termination and Other Rights. Buyer reserves the right to terminate its obligations under any order with Seller, or any part thereof, if (a) Seller enters into any bankruptcy or insolvency proceeding or assignment for the benefit of Seller's creditors or (b) any delivery is not made within the time provided, or if no time is specified, within a reasonable time or if the Goods are delivered not as specified. Such termination right shall be in addition to Buyer's other rights provided by law or equity including charging Seller with any loss caused by failure to deliver timely unless Buyer authorized deferred shipment or Seller experienced an event set forth in Section 11.

13. Work on Buyer's or Customers Premises. If Seller's work under the Order involves operations by Seller on the premises of Buyer or one of its customers, Seller shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to property during the progress of such work and except to the extent that any such injury or damage is due solely and directly to Buyer's or its customers negligence, as the case may be Seller shall pay the Buyer for all loss which may result in any way from any act or omission of the Seller, its agents, employees or subcontractors, and Seller shall maintain such Public Liability, Property Damage, and Employees Liability and Compensation Insurance as will protect Buyer from said risks and from any claims under any Workmen's Compensation and Occupational Disease Acts. In addition to applicable any labor, materials, equipment and supervision, Buyer may specify, Seller shall pay all Social Security and employment taxes. Before full payment and upon Buyer's request, Seller shall furnish evidence satisfactory to Buyer showing payment for all materials and labor used for the performance of the Contract. Seller agrees that the labor furnished under the Order or contract will work in harmony and accord with other labor groups engaged on Buyer's premises.

14. Confidentiality. Seller shall not disclose any information concerning the Order to any person to whom such information is not necessary in connection with the performance of the Order, nor will Seller release any publicity concerning the same. For Seller's failure to observe this provision, Buyer shall have the right, in addition to other rights provided by law or equity, to cancel all orders with Seller without any further liability thereunder.

15. Modification. No modification in the delivery schedule, price, quantity, specifications or other provision of the Order will be effective unless agreed to in writing and signed by Buyer's authorized representative.

16. Assignment. Seller shall not assign its rights or delegate its duties hereunder or any interest therein or any rights hereunder without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

17. Non-Waiver of Rights. No delay or failure on the part of Buyer exercising any rights under the Order and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

18. Governing Law and Venue. The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the laws of the State of Missouri, without giving effect to its conflict of laws and rules. The application of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods to this Agreement is expressly excluded. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in St. Louis County, Missouri and the parties agree to submit to such jurisdiction.

19. Code of Conduct. The Seller shall manufacture the Goods in compliance with any applicable laws and regulations on health and safety, employment conditions and environmental protection. Notwithstanding any other duties, the Seller shall observe the principles of the Code of Conduct of the ALTANA AG, which may be accessed at the following website and which will be provided free of charge upon request:
<http://www.altana.com/company/corporate-governance/compliance/code-of-conduct.html>

20. Equal Opportunity Clause. This Contract incorporates by reference the following clauses: 41 CFR §60-1.4(a); 41 CFR §60-300.5(a); 41 CFR §60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A.

Seller must abide by non-segregation regulations at 41 CFR §60-1.8 and any applicable affirmative action obligations as required by 41 CFR §60-1.40(a)(2) during the performance of the Contract, if it is \$50,000 or more.

Further, Seller agrees as follows:

a) Seller and all covered subcontractors shall abide by the requirements of 29 CFR Part 471, Appendix A to Subpart A, 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals

without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability:

- b) Seller will comply with all provisions of Executive order No 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- c) Seller will furnish all information and reports required by Executive Order No 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- d) In the event of Seller's noncompliance with the Equal Employment Opportunity Clause of this contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended, in whole or in part, and Seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- e) Seller will include the provisions of paragraphs (a) through (d) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Seller will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided however, that in the event Seller becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, Seller may request the United States to enter into such litigation to protect the interests of the United States.

Unless otherwise obligated by contractual provisions signed and executed by duly authorized representatives of Buyer and Seller, these Terms and Conditions shall prevail for all aspects of the Order.