

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (the “Terms and Conditions”) constitute a legally binding contract between Avantor Performance Materials Poland S.A. (“Seller”) and the customer (the “Customer”) identified on a purchase order that has been issued by the Customer and accepted by Seller (the “Order”). These Terms and Conditions shall govern Seller’s sale to Customer of the products specified on the Order (the “Products”).

1. CONTRACT TERMS; ACCEPTANCE BY CUSTOMER. The applicable Order shall be deemed to be incorporated herein by reference; provided, however, that Seller hereby expressly rejects any terms or conditions that are different from these Terms and Conditions, whether such different terms are set forth on the Order or in any other document exchanged by the parties. Neither Seller’s delivery of the Products nor any other action, conduct, or performance shall constitute acceptance of terms or conditions different from these Terms and Conditions. Customer shall be deemed to have accepted these terms and conditions by acceptance of an Order, or any other performance which, under applicable law, constitutes acceptance including Customer’s failure to object in writing to these Terms and Conditions.

2. PRICES AND PAYMENT TERMS. The prices for the Products shall be as stated on the Order (the “Prices”). All payments shall to be made within thirty (30) days after the date of the invoice, unless another term of payment has been agreed upon in writing. Deduction, set off, discounts or suspension of the payment obligation for whatever reason is not allowed, unless agreed in writing otherwise. Invoices shall be issued upon or after the delivery of the Products to Customer. Customer acknowledges that Seller may, in its sole discretion, impose more stringent payment requirements, including requiring payment in advance, cash on delivery, or provision of an irrevocable letter of credit. Should Customer become delinquent in payment of any sum due hereunder, Seller shall not be obligated to continue performance under these Terms and Conditions or otherwise. In case of any delay in payment Seller has the right to charge the Customer’s account with interest for such delay in an amount as provided by law or, where no such law applies, in an amount of 1.5% for each month commenced. Customer shall pay all sales, use, value-added, excise, or similar taxes and duties, and any shipping, delivery, and related insurance costs applicable to the Products except as otherwise agreed in writing. In lieu of certain tax payments, Customer may provide Seller with a tax exemption certificate acceptable to the taxing authorities. Customer agrees to reimburse Seller for any such amounts which Seller incurs on behalf of Customer. Seller, in its sole discretion, may change the price of the Products at any time by giving a written notice prior the shipment, and Seller may pass on to Customer any increases in the price of raw materials, custom fees, duties, freight charges, insurance charges or other costs associated with the manufacture or delivery of the Product to Customer. Payment shall be made in the currency provided in the Order, unless otherwise agreed by the parties.

3. RIGHT OF REPOSSESSION. If Customer fails to pay the total sum due hereunder as set forth above or as otherwise agreed in writing, Seller reserves the right to repossess the Products sold hereunder, or to take any other measures allowed by law to secure Seller’s interest in the Products delivered to the Customer. Costs and expenses incurred by Seller in undertaking any such action to re-secure the Products or to secure the sums owed for the Products delivered shall be the responsibility of the Customer.

4. ORDER CHANGES. Customer may cancel an Order or modify the delivery dates, quantities, specifications, or other terms of an Order, only with the prior written consent of Seller.

5. WEIGHTS AND CONTAINERS. Seller’s weights and counts shall govern unless proved to be in error. Unless covered by separate contract, returnable containers are the property of Seller and are loaned to Customer. Payment of a deposit, when required by Seller, does not convey title to such containers. Each empty container must be returned within sixty (60) days from date of shipment, freight charges collect, and must not be used for any material other than that shipped therein. Upon receipt of the container within sixty (60) days, in good condition, any deposit will be returned or credited to Customer. Cost of containers not returned to Seller within the time specified shall be charged to Customer’s account.

6. SHIPMENT AND DELIVERY. Seller will arrange for shipments to Customer as nearly in accordance with Customer’s shipping instructions set forth in the Order as is permitted by Seller’s ability to schedule manufacturing and shipping. Seller shall not be responsible to Customer for any failure to meet Customer’s shipping instructions. The delivery of the Products shall be “FCA”, as defined in the INCOTERMS 2010 as drawn up by the International Chamber of Commerce as in force at the time of the conclusion of the Order, unless another delivery clause is included in the Order and accepted by Seller. The delivery period shall commence as of the date specified in the Order Acknowledgement or as otherwise indicated by Seller. Such delivery period is only an estimate and shall not be considered as a required deadline, unless expressly agreed otherwise in writing. Where the Seller has specifically agreed to a delivery deadline, and does not meet such date, Customer may give notice of such failure to Seller. Customer has neither the right to dissolve or to terminate the Order for Seller’s failure to meet such deadline unless Seller’s default materially damages Customer. Seller shall inform Customer as soon as possible if it becomes apparent that Seller shall not be able to meet the agreed delivery deadline.

7. INSPECTION AND ACCEPTANCE. Customer shall check the quantity and the quality of the delivered Products immediately upon delivery. Claims with respect to the quantity and the quality of the Products delivered shall be filed within fourteen (14) days after delivery, in writing, provided that defects not reasonably observable within the aforementioned notice time period concerning the quality of the Products shall to be filed in writing immediately after Customer observed or with reasonable diligence could have observed such quality defect, but in no case shall any claims be filed more than ninety (90) days after delivery. If no claim is filed in writing within the aforementioned times, Seller shall be deemed to have duly and correctly fulfilled its obligations resulting or arising from the Order with regard to, inter alia, the quantity and quality of the Products. Claims do not give Customer the right to suspend or set off Customer’s payment obligations. At Seller’s request, Customer shall promptly forward to Seller a representative sample of any allegedly nonconforming Product. The return of Products must first be authorized by Seller, and any transportation charges with respect to such return shall not be paid by Seller unless authorized in advance by the Seller.

8. RETENTION OF TITLE. Seller shall remain the owner of all Products sold to Customer, and legal title shall be retained until Customer has completely fulfilled all obligations resulting or arising from the Order (including but not limited to full payment). Legal transfer of title to the Products shall be effected only after full payment is made and all other obligations resulting or arising from the Order have been completely fulfilled. The forgoing also applies in case of partial deliveries. As long as

Customer has not fulfilled all obligations arising and/or relating to the Order, Seller has the right to immediately demand return of the Products or seek to repossess the Products. On first demand, Customer shall be obliged to return the Products immediately to Seller, carriage paid, without any court intervention, summons or notice of default being required. In such event, the Order shall not be automatically dissolved as a consequence thereof, such without prejudice to the other rights of Seller.

9. LIMITED WARRANTY. Unless otherwise provided herein, Seller warrants that all Products sold hereunder shall materially conform to Seller's standard specifications in effect on the date of shipment and shall be in conformance with laws and regulations to the extent applicable to the such Products. These warranties are limited to Products bearing Seller's label in Seller's original packaging. If Seller determines, in its sole discretion, that any Product does not conform to the warranty stated in this Section, Customer's sole and exclusive remedy and Seller's sole and exclusive obligation, at Seller's option, shall be for Seller to replace the nonconforming Product at Seller's expense.

10. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9, THE PRODUCTS PROVIDED HEREUNDER ARE PROVIDED "AS IS," AND SELLER MAKES AND GIVES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY TYPE OR KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES OR BUSINESS, COST OF CAPITAL, COST OF RECALL, OR COST OF REPLACEMENT GOODS) WHETHER ARISING OUT OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, OR OTHERWISE. FURTHER, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY AMOUNTS IN EXCESS OF THE PRICE OF PARTICULAR PRODUCT SPECIFIED ON AN ORDER THAT IS THE SUBJECT MATTER OF A DISPUTE.

12. INDEMNIFICATION. Customer shall indemnify, defend, and hold harmless Seller and its affiliates and their respective officers, directors, employees, and agents from and against any and all liabilities, damages, awards, settlement payments, costs, and expenses (including reasonable attorney fees) in connection with any third-party claim arising from or relating to Customer's handling, possession, use, sale or resale of any Products, whether such Products are used alone or in combination with other goods.

13. FOREIGN CORRUPT PRACTICES ACT and ANTI-BRIBERY ACTS. The United States Foreign Corrupt Practices Act and comparable laws globally that prohibit bribery (collectively referred to as the "FCPA") prohibit the payment or giving of anything of value either directly or indirectly to an official of a foreign government or political party for the purpose of influencing an act or decision by such person in order to gain a commercial advantage or to obtain or retain business. Customer represents and warrants that in connection with the Products purchased hereunder Customer shall comply at all times with the FCPA. Customer will keep complete and accurate books and records pertaining to its financial dealings with Seller, which records will be made available for review by Seller upon request.

14. GENERAL PROVISIONS.

A. **Entire Agreement.** These Terms and Conditions are the sole and complete agreement between Seller and Customer with respect to the subject matter hereof, and supersedes any and all prior oral and written understandings with respect to such subject

matter. Any oral statements made concerning the Products are not warranties, should not be relied upon by Customer, and are not part of these Terms and Conditions.

B. **Modification and Waiver.** No amendment to, or modification or waiver of, any provision of these Terms and Conditions shall be binding upon the parties unless set forth in a written document signed by both parties.

C. **Assignment; Binding Effect.** Neither party may assign or transfer any of the rights, duties, or obligations herein without the prior written consent of the other, and any purported attempt to do so shall be null and void. Notwithstanding the foregoing, either party may, without the other party's consent, assign or transfer these Terms and Conditions to a successor in the event of a merger, sale of equity interests, sale of all or substantially all assets, or other change of control transaction involving such party; provided, however, that the assignee shall be at least as credit worthy as the assignor.

D. **No Third Party Beneficiaries.** Nothing contained herein shall give to any other person any benefit or any legal or equitable right, remedy, or claim.

E. **Governing Law and Forum.** These Terms and Conditions, and any and all disputes, claims and controversies directly or indirectly arising from or relating to these Terms and Conditions, shall be governed by and construed in accordance with Polish law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions. Any dispute, claim or controversy that directly or indirectly arises out of or relates to these Terms and Conditions will be first negotiated in good faith by the parties. If such negotiations do not result in a mutually-agreeable resolution, either party may bring a claim against the other party, provided that such claim will be exclusively venued in the Court in Gliwice, Poland. Each party hereby consents, agrees, and submits to the exclusive jurisdiction of such court for all suits, actions or proceedings directly or indirectly arising out of or relating to these Terms and Conditions, and waives any and all objections to such court, including but not limited to objections based on improper venue or inconvenient forum.

F. **Force Majeure.** Seller shall not be liable for any delay or non-delivery of any of the Products or other nonperformance caused in whole or part by any contingency or event beyond Seller's reasonable control, including, without limitation, any act of God; acts of any government or any agency or subdivision thereof; fire; strikes; labor unrest; war; machinery breakage; failure of a communications or Internet provider; transportation delays; shortage of or inability to secure labor, fuel, energy, materials, or supplies at reasonable prices or from regular sources; riots or acts of a public enemy; terrorist acts; or any existing or future laws or regulations with which Seller, in its judgment and discretion, deems it advisable to comply as its legal duty.

G. **Severability.** If any provision of these Terms and Conditions is held to be illegal, void or unenforceable by final order of a court of competent jurisdiction, all of the remaining provisions shall remain in full force and effect and the provision(s) that is/are held to be illegal, void or unenforceable shall be deemed to have been replaced by a provision which – as closely as possible – meets the intention of Seller when inserting the original provision.

H. **Export Control.** Each party shall comply with all applicable export control laws and regulations with respect to all Products sold hereunder.

I. **Survival.** The following Sections shall survive any expiration, termination, or cancellation of these Terms and Conditions: Sections 2, 3, 5, 8-13.