

## **Purchase Terms and Conditions**

### **version 2026**

Hexion VAD B.V. is a private company with limited liability (*besloten vennootschap*) with its statutory seat in the municipality of Rotterdam, and its registered place of business at Hofhoek 20-48, 3176PD Poortugaal, the Netherlands, registered with the Chamber of Commerce under number 65974875 ("**Hexion**"), and the user of these Purchase Terms and Conditions. Hexion creates innovative performance materials and related services. Hexion is an affiliate of Hexion Inc.

### **TERMS AND CONDITIONS**

1. These Purchase Terms and Conditions consist of two Parts: Part A (General) and Part B (Services):
  - a. **Part A – General:** applies to all purchases of Material and/or the procurement of Services by Hexion or an affiliate of Hexion Inc.
  - b. **Part B – Services:** applies in addition to Part A when Supplier performs Services.

Part A and Part B are individually and jointly referred to as "**Terms and Conditions**".

- 1.2. Governing Terms – The Terms and Conditions apply to all requests for quotations/proposal, quotes, expressions, purchase orders, order confirmations and other legal relationships entered into by Purchaser. Purchaser's agreement to purchase the Material or Services is expressly conditioned upon Supplier's acceptance of these Terms and Conditions. Any terms and conditions of the Supplier do not apply to the legal relationship between the parties, and any reference to such terms, for example on the invoice or order confirmation, remains without effect. Purchaser hereby expressly rejects any terms and conditions set forth in Supplier's invoice or other document, which are not expressly agreed to in writing by Purchaser. Supplier's acceptance of these Terms and Conditions will be conclusively presumed by shipment of all or part of Material to Purchaser or commencement of performance of the Services. These Terms and Conditions also apply to all future agreements, without having these Terms and Conditions having to be declared explicitly applicable once again.
- 1.3. Any variation of these Terms and Conditions is not valid unless and until it is in writing and has been signed by or on behalf of all parties.

2. If there is any conflict between a provision expressly stated in the Order and any provision in these Terms and Conditions, the provision in the Order shall prevail. In the event of conflict between the English version of these Terms and Conditions and any translations thereof, the English version shall prevail.
- 2.1. If a provision of these Terms and Conditions is or becomes invalid or non-binding, the Parties shall remain bound by the remaining provisions. In that event, the Parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of these Terms and Conditions.

## **PART A - GENERAL**

### **3. Definitions:**

- a. **“Material”** shall mean: the material as specified on the Purchase Order or order confirmation.
  - b. **“Purchaser”** shall mean: the legal entity (or company) affiliated with Hexion Inc., as specified in the Order, and contracting party of the Supplier regarding a specific Purchase Agreement.
  - c. **“Purchase Order / Order”** shall mean: all requests for quotes and accepted quotes, and/or expressions of Purchaser, relating to Materials and/or Services.
  - d. **“Services”** shall mean: the Services as specified on the Purchase Order or order confirmation.
  - e. **“Supplier”** shall mean: any person, firm, company or corporation that is requested to provide a quotation or with which an order for delivery of Material or Services is placed by Purchaser.
4. Purchase Agreement – A purchase agreement between Purchaser and Supplier, relating to the purchase of Material and/or Services by Purchaser (**“Purchase Agreement”**), comes into effect once Purchaser has confirmed in writing its acceptance of a quotation of Supplier, or in case of acceptance of an Order from Purchaser by Supplier. Supplier will confirm to Purchaser the receipt of each Order (each, a **“Confirmation”**) within five (5) business days following Supplier's receipt of the Order. Each Confirmation must confirm acceptance of the Order or advise Purchaser of Supplier's rejection of such Order, the date of acceptance

or rejection and the basis for rejection, if applicable. If Supplier fails to issue a Confirmation within the time set forth in the previous sentence or cannot deliver the Material or Services within the delivery time specified in the Order, Purchaser reserves the right to cancel the Order, or any part thereof, by written notice to Supplier. Purchaser may withdraw any Order prior to Supplier's acceptance. The Purchase Agreement shall be formed by either (i) the Purchaser's Order and these Terms and Conditions, or (ii) the quotation accepted by Purchaser and these Terms and Conditions. In either case, these Terms and Conditions shall apply and form an integral part of the Purchase Agreement, unless explicitly agreed otherwise in writing.

5. Contracting Party – Only the entity identified as the “Purchaser” in the relevant Order shall be deemed the contracting party in respect of the specific Purchase Agreement. No other entity affiliated with Hexion Inc. shall be considered a party to this Purchase Agreement, unless explicitly stated otherwise. The Purchaser shall be solely and exclusively liable for its obligations under the relevant Purchase Agreement, and no joint or several liability shall arise between the Purchaser and any affiliate of Hexion Inc.
6. Prices – Prices shown on the Order shall remain firm and fixed through the completion of the Order, unless explicitly otherwise indicated on the Order or written agreement. The prices shall be in euros and include any and all costs, except VAT. Supplier shall pay any and all taxes and other governmental charges and levies (except VAT) due in any country, including but not limited to social premiums and wage taxes related to persons used by Supplier in performing its activities under the Order.
7. Delivery Terms – With respect to delivery of Materials, delivery terms will be DDP at the Order appointed delivery point according to Incoterms 2020 or the at the moment of the Order applicable Incoterms. Title to the Materials will transfer from Supplier to Purchaser when risk of loss is transferred to Purchaser according to the applicable Incoterm. Any delivery times mentioned in the Order are fixed and of the essence.
8. Payment – Payment for undisputed fees under the Order will be due forty-five (45) days from the date of receipt of an invoice.
9. Cancellation – Purchaser reserves the right to cancel the Order, or any part thereof, at any time, without cause, by written notice to Supplier. In such event,

Purchaser shall only be obliged to pay for all Materials or Services delivered or completed, and accepted by Purchaser.

10. Termination - Purchaser has the right to terminate the Purchase Agreement, or any part thereof, immediately at any time, by written notice to Supplier, in case of non-performing or a breach of contract or breach of applicable rules and regulations (such as, but not limited to, health and safety instructions, permits, etc). In such event, Purchaser shall either pay Supplier for all Materials or Services delivered or completed, and accepted by Purchaser, or will allow Supplier to retrieve (part of) its Materials and/or Services or will at costs for Supplier remove (part of) the Materials or Services. Upon receipt of any notice of termination, Supplier shall - in line with any safety or health consequences - immediately discontinue all work in process and immediately cancel all orders or subcontracts given pursuant to the Order.
- 10.1. Rights – Cancellation, termination or expiry of the Purchase Agreement shall be without prejudice to any rights or remedies of Purchaser may have accrued prior to such cancellation, termination or expiry, including the right to claim damages. Any such rights shall survive the cancellation, termination or expiry of the Purchase Agreement.
11. Change – No changes to the scope, quality, quantity, specifications, or nature of the Materials to be delivered or Services to be performed shall be made except through a written change request initiated by the Purchaser or proposed by the Supplier and formally accepted by the Purchaser. All change requests must include a comprehensive assessment of the impact on cost, timeline, scope, and any associated risks. Unless otherwise agreed in writing by the Purchaser, any proposed change must be submitted at least 180 calendar days prior to the intended implementation date.
12. Inspection – All Material delivered, or Services performed by Supplier under the Order shall be the best of their respective kind and in accordance with market standards. Purchaser may inspect the Material at any time prior to or upon delivery by Supplier or the Services at any time upon performance by Supplier, provided, however, that neither Purchaser's inspection nor failure to inspect the Material or Services shall relieve Supplier of any obligation or liability hereunder. Material or Services rejected for good cause will be held for Supplier's disposition. No acceptance or payment by Purchaser for any Material or Services shall constitute a waiver of the foregoing and nothing herein shall exclude or limit

any warranties. Transportation and handling charges for replacement or return of defective items are for Supplier's account.

13. Warranty – The Supplier warrants that all Material and/or Services supplied under the Purchase Agreement are provided in full accordance with all applicable laws, regulations and official requirements in the jurisdiction where the Materials and/or Services are delivered or performed. Supplier guarantees warranties of title, fitness for purpose, design, workmanship, materials, compliance with applicable Purchaser and Supplier specifications, and merchantability for the Materials or Services furnished on the Order. Without limitation, Supplier shall replace or repair, without cost to Purchaser, any defective Material or Service if claim is made within eighteen (18) months from receipt or mechanical completion or twelve (12) months from installation or startup. Alternately, Purchaser may remedy defects in Services performed and Supplier shall reimburse Purchaser for such costs. This warranty shall survive the termination or cancellation or expiry of the Purchase Agreement or any part hereof.
14. REACH – Supplier confirms that it is, in particular, aware of the Regulation of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). To the extent the Material or any of the substances contained in the Material falls within the scope of REACH, Supplier confirms and represents that the Material and/or any of the substances contained in the Material, to the extent required under REACH, is or has been timely pre-registered and will be timely registered and will be remained registered for the use(s) as identified by Purchaser. Supplier will consult with Purchaser from time to time in order to ensure that such (pre) registration is appropriate. To the extent the Material or any of the substances contained in the Material, require(s) authorization, Supplier shall use its best efforts to timely obtain and maintain authorization.

Supplier shall indemnify and keep indemnified Purchaser against all losses, liabilities, claims, demands, suits, actions, damages, costs and expenses of whatsoever nature that may arise or occur as a result of Supplier not complying with the obligations under REACH, including the obligations as provided for above.

Supplier shall keep Purchaser informed about the status of the registration, evaluation and authorization process, shall supply Purchaser any documentation

to evidence the (pre) registration process as Purchaser may reasonably require, and shall immediately notify Purchaser of any relevant development in that respect (e.g. if the Materials or the substances contained therein is/are (likely to be) caught by the authorization or restriction requirements under REACH). Supplier shall promptly notify Purchaser if any constituent greater the 0.1wt.% in the product becomes listed on the "Registry of Intentions of Annex XV dossiers" or the "Candidates list" for Substances of Very High Concern (SVHC) subject to authorization (Annex XIV). Supplier will provide Purchaser with details of any applications for authorization, details of alternative substances it is aware of and substitution plans where a suitable alternative exists.

15. Data Provision - The Supplier shall, upon request and at no additional cost, provide Purchaser with all data necessary to comply with the Corporate Sustainability Reporting Directive (CSRD) and the applicable European Sustainability Reporting Standards (ESRS) and any implementation thereof in the relevant jurisdiction. This includes, but is not limited to, environmental, social, and governance (ESG) data relevant to the Supplier's activities within Purchaser's value chain. The Supplier's obligation extends to supporting Purchaser in fulfilling CSRD-related reporting obligations not only for itself, but also for its customers who are subject to the same requirements. The data shall be accurate, complete, and delivered in a structured, machine-readable format, within a reasonable timeframe.
16. Indemnity – Supplier shall indemnify and hold harmless Purchaser, and its directors, officers, employees, and representatives (each an "indemnified party") from and against any loss or liability, including reasonable attorney fees and legal expenses, arising out of any claim or cause of action for loss of or damage to property or injuries to or death of persons to the extent directly or indirectly caused by, resulting from, or growing out of faulty performance of the Purchase Agreement and/or any materials, equipment or personnel used or furnished by Supplier or its subcontractors or suppliers and Supplier shall defend each indemnified party at Supplier's sole expense in any litigation or administrative enforcement action involving the same, provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury or death to the extent Supplier proves them to have been caused by an indemnified party's gross negligence or wilful misconduct. Fault of Supplier shall include negligence, wilful misconduct, strict liability, violation of law or governmental requirement, or breach of the Purchase Agreement. This indemnity

shall survive the termination or cancellation or expiry of the Purchase Agreement or any part hereof.

17. Infringement – Supplier shall indemnify and defend Purchaser against all claims, suits, liability and expense arising out of alleged infringement of any patent, copyright, trademark, or other intellectual property right resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of the Material furnished hereunder or the performance of Services performed hereunder. Purchaser may participate in the defence of any claim or suit arising hereunder without relieving Supplier of any obligation or liability hereunder and Supplier will not enter into a settlement or other agreement that includes or imputes an admission of liability by Purchaser without Purchaser's prior written consent.
18. Liability – The Supplier shall be liable to Purchaser for all damages suffered by Purchaser as a result of a breach by the Supplier under the Purchase Agreement.  
  
In no event will Purchaser be liable for any indirect or consequential damages, including but not limited to, lost revenues, lost profits, lost opportunities, incidental, indirect, consequential, special, or punitive damages.
19. Setoff – Any indebtedness of Supplier to Purchaser may be credited against amounts owed by Purchaser to Supplier.
20. Confidentiality – The Purchase Agreement and all data and other information obtained by Supplier from Purchaser in connection with the Purchase Agreement, and the negotiation thereof, shall be held in strict confidence by Supplier and used solely for the purposes intended in connection with the (potential) Purchase Agreement.
21. Intellectual Property Rights – Purchaser is entitled to all documents, drawings, specifications, calculations and other information carriers with respect to the performance of the activities of Supplier under the Purchase Agreement. Purchaser will be solely entitled to all intellectual property rights (including patents) created during the performance of the obligations under the Purchase Agreement. In case the intellectual property rights are with both Supplier and

Purchaser, Supplier will assure and guarantee that Purchaser has a full license to use these without any conditions for an indefinite period of time.

22. Promptness – Time is of the essence for the performance of Supplier's obligations, and breach of the delivery date(s) for delivery of Materials or Services (including scheduled performance terms) will mean a breach of contract. Any delay in the performance of Supplier's obligations will be recovered by Supplier at its own expense and Supplier shall be fully liable for all damages of Purchaser out of such delay, unless caused by Purchaser's gross negligence or wilful misconduct.
23. Default – If Supplier, or any authorized subcontractor, breaches any provision hereof or the Purchase Agreement, or becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary), or makes an assignment for the benefit of creditors, Purchaser shall have the right, in addition to any other rights it may have hereunder or by law, to immediately terminate the Purchase Agreement by giving Supplier written notice, whereupon Purchaser shall be relieved of all further obligation hereunder.
24. Assignment - Supplier shall not assign the Purchase Agreement in whole or in part nor shall Supplier subcontract any part of the Purchase Agreement without Purchaser's prior written consent.
25. Compliance with Laws and Ethical Conduct - Supplier shall comply fully with all applicable laws and regulations, including but not limited to, custom handling of delivery of Materials in line with the agreed Incoterms and including health and safety instructions, and shall comply with all governmental requirements and – if applicable – has all necessary permits and/or licences or any other needed authorization to perform its obligations out of the Purchase Agreement. Without limiting the generality of the foregoing, Supplier shall mark the Materials and/or their packaging with their country of origin, shall comply with all applicable laws and regulations with respect to the country of origin of the Materials, and shall not supply Materials originating from countries where that would violate sanctions imposed by the United States, the European Union, or any other country having jurisdiction over the transaction.

Supplier shall adhere to Hexion's Code of Conduct accessible at <http://www.hexion.com/en-us/company/suppliers-third-parties-partners/code-of->



conduct, as the same may be updated pursuant to said website. Supplier shall report any known or suspected violations.

26. Insurance – Supplier will arrange for sufficient and in the market normal insurance policy covering the damages out of non-performing of the Purchase Agreement.
27. Law and Forum – All Purchase Agreements shall be governed and interpreted in accordance with the laws of the country of registration of Purchaser as buyer without reference to that jurisdiction's conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded. Any dispute involving an Order shall be exclusively submitted to the competent court of the principal place of business of Purchaser.
28. Data Protection and Privacy – The parties acknowledge and agree that the Purchaser does not intend to disclose any personal data (as defined in Regulation (EU) 2016/679 (the General Data Protection Regulation, and together with any implementing or supplementary legislation, the “Data Protection Laws”) to the Supplier in connection with the performance of this Agreement. In the event that the Purchaser does, whether intentionally or inadvertently, disclose personal data to the Supplier, the parties shall, prior to any processing of such personal data, enter into a separate data protection addendum which shall govern such processing and shall comply in all respects with the requirements of the Data Protection Laws. Until such data protection addendum has been duly executed, the Supplier shall not process any personal data received from the Purchaser, save to the limited extent strictly necessary to return or securely delete such data, and shall ensure that such personal data is not otherwise retained, used, or disclosed. Nothing in this Agreement shall be construed as authorising or requiring the Purchaser to disclose personal data to the Supplier. Any such disclosure shall not be deemed a waiver of the Purchaser's rights or an acknowledgment of the Supplier's capacity as a processor or controller under the Data Protection Laws.

## **PART B – SERVICES**

This Part B is applicable in addition to Part A when Supplier performs Services.

29. Supplier has been advised by Purchaser and acknowledges that flammable materials may be present in equipment and work areas involved in performance

of the Services. Supplier agrees to exercise extreme care and caution in performance of such Services.

30. Performance - Supplier shall perform all work diligently, carefully and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, services and supplies necessary therefore; shall obtain, maintain, and pay for all building and other permits and licenses required by public authorities in connection with performance of the Services, and, if permitted to subcontract in writing, shall be fully responsible for all work performed by subcontractors. Supplier shall conduct all operations in Supplier's own name and as an independent contractor, and not in the name of, or as agent for, Purchaser.
31. Use of Premises - Supplier shall perform all work so as to cause minimum interference with the operations of Purchaser and of other contractors, and shall take all necessary precautions, including those required by Purchaser's safety regulations, to protect Purchaser's and third party's premises and all persons and property thereon from damage or injury. Upon completion of the Services, Supplier shall leave the premises clean and free of all equipment, waste, and rubbish.
32. Liability - Supplier shall be solely responsible for all materials, subcontracts, and equipment until the Services are completed to Purchaser's satisfaction. Supplier shall be solely responsible for tools, equipment and other property owned, rented or leased by Supplier or any subcontractor or employee of either which are not to be incorporated in the work. Supplier shall be solely responsible for loss or damage of the Services until they are accepted by Purchaser.
33. Liens - Supplier shall pay promptly all indebtedness for labor, services, and equipment used in performance of the Services. Supplier shall not be entitled to receive final payment for the Services from Purchaser until Supplier furnishes evidence satisfactory to Purchaser of full payment of such indebtedness. Supplier cannot and shall not permit any lien or charge to attach to the object of the Services or the premises; but if any does so attach, Supplier shall promptly procure its release and indemnify Purchaser against all damage and expense.
34. Insurance - If Supplier performs any Services, Supplier shall maintain at all times the following insurance, at Supplier's expense, with a reputable and financially sound insurance carrier acceptable to Purchaser: (a) Workers Compensation Insurance as required by applicable law; (b) Employer's Liability Insurance with

limits not less than €1,000,000 per occurrence; (c) General Liability Insurance, including products and completed operations coverage, with a minimum combined single limit of €1,000,000 per occurrence; (d) Excess Liability Insurance with limits not less than €5,000,000; and (e) Automobile Liability Insurance with limits not less than €1,000,000 per occurrence. Upon request, Supplier will provide Purchaser with an insurance certificate from its insurance carriers for each of the required foregoing insurance coverage. Insurance shall name Purchaser as an additional insured, provide waiver of subrogation in favor of Purchaser, provide severability of interests and cross liability clause, and provide for at least thirty (30) days' notice of cancellation to Purchaser.

35. Supplier Default - In addition to the provisions of Part A, the Parties acknowledge, that upon written notice to Supplier terminating the Purchase Agreement: (a) Purchaser shall be relieved of all further obligation hereunder, except to pay the reasonable value of Supplier's prior performance, which is in no case more than the price set forth in the Purchase Agreement; (b) Title to any product of Supplier's work whether fully or partially completed, as well as all materials and subcontracts prepared, procured or set aside by Supplier for use in the work, shall, at Purchaser's option, vest in Purchaser and Purchaser may enter Supplier's premises and remove the same; and (c) Purchaser may complete performance of the Services and Supplier shall be liable to Purchaser for all cost incurred by Purchaser in completing such performance in excess of the Order price.
36. Indemnity – The Supplier shall be solely responsible for the payment of all taxes, social security contributions, and other statutory charges related to any personnel it engages in connection with the performance of the Purchase Agreement. The Supplier shall indemnify and hold Purchaser harmless from and against any and all claims, liabilities, penalties, or costs (including reasonable expert fees and legal fees) arising from any failure by the Supplier to comply with such obligations.
37. Health, Environment, and Safety - Supplier shall comply with applicable health, environmental, and safety regulations of Purchaser, as well as those of any governmental or regulatory authorities having jurisdiction over the Services, including any regulations specific to the location where the Services are performed. Supplier shall at all times maintain a clean and safe work site and take all necessary precautions to protect persons and property from damage or

injury arising out of performance of the Services. Supplier personnel working at Purchaser sites must adhere to all safety regulations.

\* \* \*