

PURCHASE ORDER TERMS AND CONDITION

General

The Terms and Conditions of Purchase below shall apply to all present and future orders of W. R. Grace & Co. and other affiliated companies of the Grace Davison Group, hereinafter referred to as "Grace". These Terms and Conditions apply to all purchases by and all deliveries of products to Grace and shall take precedence over any terms and conditions indicated or otherwise referenced to by the Supplier, regardless if Grace takes any action or not in relation to such other terms and conditions. Grace is not bound by and hereby expressly reject any other general terms and conditions that may appear on any proposal, quotation, price list or the like used by the Supplier, unless Grace expressly agrees to their applicability in writing.

- 1. Offer:** The Supplier in their offer shall strictly comply with the request with regard to quantity and quality and, in case of deviations, shall explicitly point out deviations regarding quality. The offer, including any samples, shall be made free of charge at the specified date. Samples and analysis data shall always be binding and shall apply for the entire delivery.
- 2. Order:** Orders by Grace shall be valid only if they have been made in writing. Oral subsidiary agreements - including retroactive changes and additions - shall also require written confirmation. Each order shall be confirmed by the Supplier immediately and in writing. If such confirmation is not issued within one week following receipt of the order, Grace shall no longer be bound to the order. The delivery must exactly correspond to the order in all parts. The prices agreed with such order shall be invoiced. Grace shall not accept any invoices containing higher prices than those indicated in the order. Insofar as these are estimated prices, the amount of the order shall be deemed to be the binding upper limit.
- 3. Framework agreement:** Insofar as a written framework agreement with the Supplier exists with regard to specific goods or services, Grace shall waive the requirement for a confirmation of order when ordering or calling for these goods or services. Individual orders within the framework agreement shall become effective if the Supplier does not object to them within 5 business days following receipt. A confirmation of order by the Supplier which deviates from the order shall become effective only if confirmed by Grace in writing. Delivery requests in accordance with mutually agreed delivery schedules shall not require any confirmation.
- 4. Period of delivery:** Agreed dates and periods of delivery shall be binding. With regard to the timeliness of deliveries, receipt by the receiving office indicated by Grace in the order shall be decisive. The period of delivery shall commence on the date of the order. If agreed deadlines are not observed, the Supplier shall be deemed to be in delay. The Supplier shall be obliged to immediately inform Grace in writing if circumstances resulting in the inability to observe the agreed deadlines should occur or become foreseeable. In this context, the Supplier shall indicate the reason for and the expected duration of the delay in delivery. If delivery is delayed for reasons due to the Supplier, Grace is entitled to (i) completely or partly terminate the purchase of the products which Grace does not consider having any use of due to the late delivery, and (ii) make substitute purchases from other suppliers. The Supplier shall compensate Grace for all direct and indirect losses, costs and damages arising out of or relating to the late delivery. Acceptance of the delayed delivery or service shall not be considered a waiver of the claims for compensation which Grace is entitled to due to the delayed delivery or service. The Supplier may invoke the failure

to supply necessary documents on the part of Grace only if the Supplier has sent a written reminder regarding the documents and has not received these within a reasonable time period. Unless otherwise agreed, partial deliveries and partial services shall not be accepted by Grace. The Supplier shall bear any additional costs due to partial deliveries.

5. Transfer of risk: With regard to the place of performance for delivery, the place of delivery indicated in the order (factory premises Grace) shall be decisive and exclusive. In case of delivery to a different place, the receiver's factory premises shall apply as indicated by Grace. Delivery to Grace may only be effected by the Supplier at the place of delivery. The Supplier shall bear the risk of accidental loss or accidental deterioration of the goods until delivery. This shall also apply if delivery carriage forward has been agreed. If delivery is agreed at the time of the order, the goods shall not be deemed to have been delivered until after its acceptance by Grace.

6. Liability for defects/Incoming goods inspection: The Supplier shall guarantee that the deliveries and services correspond to the agreed specifications and are free from defects which negate or reduce their value or their fitness for customary use or for the use provided for by the contract. Deliveries and services shall be effected in accordance with industry standards. The Supplier shall comply with all laws, regulations and official requirements applicable to the Supplier as well as in the jurisdiction of delivery to Grace and shall take as a basis the technical regulations, standards and guidelines as applicable from time to time. In case of deviations from the agreed specification, Grace shall be notified thereof immediately and prior to the delivery of the products. Delivery must not be effected until written approval by Grace has been issued. Any deviations from the specifications must be clearly marked on the test certificate / certificate of analysis. In the event of planned changes to the manufacturing or testing process which might affect product quality, Grace shall be notified immediately. In the event of notifiable incidents, recalls and/or complaints, the Supplier shall assist Grace in any way possible, up to granting Grace access to the production documentation. This information shall be treated confidentially by Grace, unless justified interest in the disclosure of the information exists. Deliveries by the Supplier shall only take place after a previous, thorough and documented quality control on the basis of the parameters agreed upon with Grace. The Supplier shall be obliged to inform Grace of the organisation and maintenance of this outgoing goods inspection in a verifiable manner. The Supplier shall inform Grace of any modifications to this outgoing goods inspection without delay. An incoming goods inspection shall only take place with regard to obvious defects, transport damages, completeness and identity. Grace shall give notice of such defects within a reasonable period of time. Grace reserves the right to perform an incoming goods inspection covering additional aspects to the ones above. Furthermore, Grace shall give notice as soon as defects are noticed in accordance with the conditions of the normal course of business. To this extent, the Supplier shall waive the objection of a delayed notification of defects. Grace shall be entitled to the full statutory claims for defects. Grace shall in any event have the right to demand rectification of defects or delivery of a new item from the Supplier at Grace's own discretion and at the Supplier's expense. If the Supplier fails to rectify or replace the delivery without undue delay, Grace may, in particular for purposes of defence against acute risks and / or to avoid disproportionately great damage, without prior approval from Supplier, have a third party remedy the defect at the Supplier's expense, purchase substitute products from a third party at the Supplier's expense and/or completely or partly terminate the relevant order. The right to damages, in particular the right to compensation instead of performance, shall expressly remain reserved. Claims for defects - regardless of the legal ground - shall become statute-barred 36 months after delivery has been effected. Longer contractual or statutory periods of limitation shall remain unaffected thereby. The period of limitation shall commence upon the transfer of risk. If the Supplier fulfils their obligation for supplementary performance by means

of substitute delivery, the period of limitation shall begin anew for the goods delivered as replacement after their delivery, unless the Supplier, at the time of supplementary performance, has expressly and appropriately reserved undertaking the substitute delivery merely as a gesture of goodwill. If any costs, including, but not limited to, transport, infrastructure, labour and material costs or costs for an incoming goods inspection exceeding the usual scope, are incurred by Grace as a result of the defective delivery, these costs shall be borne by the Supplier.

7. Property rights: The Supplier shall guarantee that its delivery and its foreseeable use by Grace do not infringe any patents or other third-party property rights. If Grace is subject to a third-party claim due to such infringement of property rights, the Supplier shall release Grace from such claims at the first written request, provided that the Supplier is the responsible party with respect to the claims, and the Supplier shall reimburse Grace for any reasonably necessary expenses resulting from the assertion of the claim. If the utilisation of the delivery by Grace is impaired by existing third-party property rights, the Supplier shall either acquire the corresponding licence at the Supplier's expense or shall modify or exchange the affected parts of the delivery in such a way that the delivery no longer conflicts with third-party property rights and that it is in accordance with the contractual agreements at the same time.

8. Product liability: If the Supplier is responsible for a product damage, they shall insofar be obliged to release Grace from any claims for damages by third parties upon first request by Grace. The Supplier undertakes to maintain product liability insurance with a sum insured of EUR 10m (lump sum) per personal injury / damage to property. If Grace is entitled to additional claims for damages, these shall remain unaffected. The Supplier shall provide Grace with a copy of the valid insurance policy upon request.

9. Supplies/Tools: If Grace provides any materials and/or tools to the Supplier in order for the Supplier to provide the ordered products, such material/tools shall remain the property of Grace. All materials/tools shall be marked by the Supplier with a sign or marking, stating that the material/tool is the property of Grace. As such, it is to be stored separately and must only be used for orders by Grace. Any processing or transformation by the Supplier shall be effected on behalf of Grace. In the event of combination or commingling with items which are not owned by Grace, Grace shall acquire co-ownership of the new item at the ratio of the value of Grace's item against the others at such point in time. In case the Supplier's item is to be regarded as the main item, the Supplier undertakes to transfer co-ownership to Grace on a pro-rata basis. Grace shall reserve the title to all tools provided or financed by Grace and shall have the right to collect the materials/tools at any time and for any reason. The Supplier shall be obliged to use the tools exclusively for the production or processing of the goods ordered by Grace. The Supplier shall be obliged to handle the materials/tools with due care and to insure the tools owned by Grace at replacement value at the Supplier's own expense. Furthermore, the Supplier shall be obliged to comply with Grace's from time to time applicable Material and Tooling Policies.

10. Prices/Terms of payment: The price indicated in the order shall be binding. The Supplier shall submit an invoice for each delivery separate from the delivery. Invoices must under no circumstances be enclosed with the goods. The wording of the invoice shall match the order designations and shall include Grace's order number. Payments shall not imply acceptance of the deliveries or services as being in conformity with the contract. Invoices of different Grace Companies must not be accumulated. If Grace effects a payment prior to the delivery of the goods or service, the Supplier shall be obliged to issue an advance payment guarantee in the same amount to Grace. Grace standard payment terms are net forty-five (45) days, unless otherwise provided in the order. Terms of

payment and terms during which discounts are offered shall be counted starting on the date a correct invoice with all required supporting documentation is received by Grace's Accounts Payable Department. With respect to the foregoing, such correct invoice and supporting documentation shall not be issued to Grace until title transfers to Grace and documentation of services completed or goods received to date are accurately recorded in a goods receipt electronically through the Ariba Network. Once the goods receipt is completed and so recorded by Grace, Supplier will be able to generate an invoice in the Ariba Network requesting payment against the amount of the goods receipt. Each invoice will contain an itemized description of the work performed or goods received and all applicable charges and taxes. If required by applicable law, Supplier shall also send a paper copy of the invoice to Grace's designated address. All invoices shall conform to the instructions stated in the order.

11. Assignment: The Supplier may not assign its rights and/or obligations under these Terms and Conditions without the prior written consent of Grace. Grace may however assign its rights and/or obligations under these Terms and Conditions to an affiliated company within the Grace Davison Group.

12. Weights: The quantity received by Grace as determined by Grace or the official weighing documents shall be decisive for the calculation.

13. Shipping: With regard to shipping, the special shipping instructions shall be observed. Normal and customary packaging guaranteeing safe transport shall be used for all deliveries. Shipping shall be effected at the lowest freight and insurance rates. Delivery notes or packing slips indicating the Grace order number shall be enclosed with each delivery. Unless expressly agreed otherwise, the following shall apply: Delivery free domicile incl. insurance and packaging.

14. Intellectual property rights: If not otherwise stated in these Terms and Conditions or agreed between the parties in writing, nothing in these Terms and Conditions shall operate to deprive either of the parties their respective intellectual property rights, including but not limited to patents (including utility models), design patents, design rights (whether or not capable of registration), copyrights, copyright related rights, moral rights, rights in databases, trademarks, trade secrets, know-how, trade names, rights under marketing law and passing off, topography rights and all other intellectual property rights; in all cases whether or not registered or capable of registration, and applications for any of the foregoing respectively, and all rights to apply for the same, and all rights and forms of protection of a similar nature or having a similar effect to any of these anywhere in the world ("Intellectual Property Rights").

All specifications, technical documents and information provided by Grace, including any Intellectual Property Rights therein, relating to the goods or products, shall remain the property of Grace and shall not be used for any other purpose than the manufacturing of the products on Grace's behalf. This shall also apply with regard to those items which the Supplier has developed or further developed in accordance with the specifications provided by Grace or with the collaboration of Grace. The specifications, technical documents and information provided by Grace may not, without Grace's prior written consent, be copied, reproduced, provided to or otherwise made available to any third party. To the extent any of Supplier's background Intellectual Property Rights, that are owned by Supplier at the time of accepting these Terms and Conditions, are necessary for Grace to be able to fully utilize the products, Supplier will grant Grace a perpetual, non-exclusive, worldwide and royalty-free license and right to

use, modify, copy, develop, transfer and license to third parties such background Intellectual Property Rights for Grace's business purposes.

15. Confidentiality: The receiving party undertakes not to disclose or reveal any information (regardless of whether it is in oral, written, electronic or other form), without the disclosing party's prior written consent, regarding the disclosing party's business which may be considered a trade or professional secret, or otherwise use such information for any purpose other than for the receiving party's performance of its obligations under these Terms and Conditions. Information that the disclosing party has declared to be confidential shall at all times be considered a trade or professional secret. The obligation of confidentiality shall continue to be in effect even after the fulfilment of the contract, as long as the production knowledge contained therein has not become public knowledge.

This confidentiality undertaking shall not apply to information the receiving party can prove it learned of in a manner other than through the agreement between the parties or which is public knowledge. Nor does this confidentiality undertaking apply when the receiving party is required to disclose information in accordance with any law, enactment, stock market regulation or decision by governmental authorities.

16. Place of jurisdiction/Applicable law: Any dispute, controversy or claim arising out of or in connection with these Terms and Conditions, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Gothenburg, Sweden. The language to be used in the arbitral proceedings shall be English, if the parties do not agree otherwise. The contractual relationship, even in case of procurements from abroad, shall exclusively be subject to Swedish material law. The application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention, CISG) shall be excluded.

The parties undertake, without any limitations in time, not to disclose the existence and content of an award arising out of or in connection with these Terms and Conditions, nor to disclose information about negotiations, arbitral proceedings or mediation arising out of or in connection with these Terms and Conditions. The aforementioned shall apply unless otherwise is provided by law, other regulations, decisions by an authority, stock exchange rules or good practices in the stock market or if it is necessary for the execution of an award.

17. Closing provision: Should individual provisions of this agreement with the Supplier, including these General Terms and Conditions, be or become ineffective either in whole or in part, the validity of the remaining provisions shall remain unaffected thereby. The provision that is ineffective either in whole or in part shall be replaced by such provision whose economic success comes as close as possible to that of the ineffective provision.