

## Country-specific Annexes to General Terms and Conditions of Purchase of the Pureon Group (Version 1.0, April 2024)

### Annex 1: Swiss Country-Specific-Terms-Amendment

If a Statement of Work is entered into by and between Pureon AG (Switzerland) and Supplier, the following terms in this Swiss Country-Specific-Terms-Amendment apply:

1. The following sentence is added at the end of section 4.5 of the T&C: "Article 201 of the Swiss Code of Obligations (CO) is excluded and shall not apply."
2. The following sentences are added at the end of section 11.1 of the T&C: "Without limiting the generality of the foregoing, the Supplier shall ensure that his deliveries fulfil the provisions of the Federal Act of 15 December 2000 on Protection against Dangerous Substances and Preparations (Chemicals Act, ChemA), the Ordinance of 18 May 2005 on Protection against Dangerous Substances and Preparations (Chemicals Ordinance, ChemO) and the Ordinance of 18 May 2005 on the Reduction of Risks relating to the Use of Certain Particularly Dangerous Substances, Preparations and Articles (Chemical Risk Reduction Ordinance, ORRChem), if applicable. The Supplier shall ensure particularly that the substances contained in his deliveries (including Contract Products or Services) – insofar as this is required in accordance with the applicable laws – have been registered and/or pre-registered and the Customer has been provided with all information required in accordance with the provisions of the applicable laws such as, for example, safety data sheets and/or chemical safety reports."

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### Annex 2: German Country-Specific-Terms-Amendment

If a Statement of Work is entered into by and between Pureon GmbH (Germany) and Supplier, the following terms in this German-Specific-Terms-Amendment apply:

1. The following sentence is added at the end of section 7.3 of the T&C: "Otherwise, Section 5 of the German Trade Secrets Act ("Geschäftsgeheimnisgesetz") remains unaffected."
2. The following sentence is added at the end of section 10.1 of the T&C: "Section 640(2) of the German Civil Code (GCC) is excluded and shall not apply."
3. The following sentences are added at the end of section 11.1 of the T&C: "The Supplier shall ensure that his deliveries fulfil the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation,

Authorisation and Restriction of Chemicals (REACH), if applicable. The Supplier shall ensure particularly that the substances contained in his deliveries (including Contract Products or Services) – insofar as this is required in accordance with the provisions of the REACH Regulations – have been registered and/or pre-registered and the Customer has been provided with all information required in accordance with the provisions of the REACH Regulations such as, for example, safety data sheets and/or chemical safety reports."

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### Annex 3: US-Country-Specific-Terms-Amendment

If a Statement of Work is entered into by and between Pureon Inc. (USA) and Supplier, the following terms in this US Country-Specific-Terms-Amendment apply:

1. Section 3.4 of the T&Cs is hereby deleted in its entirety and replaced with the following: "If the Supplier does not (i) deliver the Contract Product, (ii) perform its Services or (iii) deliver or perform within the agreed Delivery Date or if Supplier is in default, the Customer may terminate the applicable the Statement of Work and claim damages. Except as expressly provided in the Contract, the remedies available to the Customer under the Contract are in addition to, and not exclusive of, any other remedies available to the Customer at law or in equity. The election of any one or more remedies by the Customer shall not constitute a waiver of the right to pursue other available remedies."
2. Section 4.3 of the T&Cs is hereby deleted in its entirety and replaced with the following: "Customer hereby reserves all rights, claims, and remedies available to it under this Contract, at law, and in equity in the event of material defects and defects of title of the Contract Products or Works (including incorrect and short delivery as well as improper assembly, defective assembly, operating or instruction manuals) and in the event of other breaches by the Supplier."
3. In Section 4.5 of the T&Cs, the following opening phrase is hereby deleted in its entirety, without modification of the remainder of Section 4.5: "Applicable statutory provisions shall apply to the commercial duty to inspect and give notice of defects with the following provision:"
4. Section 4.8 of the T&Cs is hereby deleted in its entirety.
5. In Section 4.9 of the T&Cs, the last sentence reading as follows is hereby deleted in its entirety, without modification of the remainder of Section 7.10: "The statutory right of choice of the Customer is not restricted by this."

6. In Section 6.6 of the T&Cs, the last sentence reading as follows is hereby deleted in its entirety, without modification of the remainder of Section 9.7: "The statutory provisions shall apply to default of payment."
7. The following sentence is hereby added to the beginning of Section 9.2 of the T&Cs, without modification of the remainder of Section 9.2: "All copyrightable Works created by or on behalf of the Supplier for the Customer shall, to the greatest extent permitted by law, constitute "works made for hire" by the Supplier for the Customer. To the extent any such copyrightable Works do not legally qualify as works made for hire, all of the Supplier's right, title, and interest in such copyrightable Works are assigned by the Supplier to the Customer under Section 9.1. To the extent that any such copyrightable Works do not qualify as works made for hire and are not assignable or otherwise assigned to the Customer under Section 9.1 then the Supplier grants the following license to the Customer:"
8. Section 12.4 of the T&Cs is hereby deleted in its entirety.
9. Sections 13.2 and 13.3 of the T&Cs are hereby deleted in their entirety.
10. With respect to Sections 15.1 and 15.2 of the T&Cs, the applicable law shall be the law of the State of Delaware, United States of America and the exclusive place of jurisdiction for all disputes shall be the federal and state courts of the State of Delaware, United States of America.

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#### Annex 4: China-Country-Specific-Terms-Amendment

If a Statement of Work is entered into by and between Pureon (Suzhou) Co., Ltd. (瑞迈迪新材料科技 (苏州) 有限公司) and Supplier (or any Supplier Affiliate), the following terms in this China-Specific-Terms-Amendment apply:

1. The following sentence is added at the end of section 1.6 of the T&Cs: "Copies or scans of a signed order confirmation transmitted or exchanged by e-mail or other electronic form shall be regarded as originals and are binding on both parties."
2. The last sentence of section 4.8 of the T&C is amended as follows: "Furthermore, the Customer is entitled to compensation for damages and expenses in accordance with the statutory provisions, including price difference arising from purchasing substitute products from a third party and damages and losses claimed by his own customer."
3. The following sentence is added at the end of 6.1 of the T&C: "If national statutory VAT rates change during the term of the Agreement, the VAT-exclusive prices agreed in the Price List or in the Statement of Work remain unchanged while the total price shall be adjusted accordingly to reflect the VAT change."
4. The following sentence is added at the end of section 6.5 of the T&C: "Where the Supplier is a Chinese taxpayer, the proper invoice shall be Special VAT Fapiao."
5. Section 15.1 of the T&C is amended as follows: "This T&C and all claims and rights arising from or in connection with this T&C (as well as the China-Country-Specific-Terms-Amendment) and the respective Statement of Work concluded hereunder shall be governed exclusively by the laws of the People's Republic of China and shall be interpreted and enforced in accordance with this law. The application of international private law and the United Nations Convention on Contracts for the International Sale of Goods ("CISG") is excluded."
6. Section 15.2 of the T&C is amended as follows: "The exclusive place of jurisdiction for all disputes arising from or in connection with this T&C (as well as the China-Country-Specific-Terms-Amendment) and the respective Statement of Work concluded under this T&C is the competent court at the registered seat of the Customer that is party to the respective Statement of Work (i.e., Pureon (Suzhou) Co., Ltd. (瑞迈迪新材料科技 (苏州) 有限公司))."

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Pureon Group, April 2024.