

VOLT CORE S.A.R.L. PURCHASE TERMS AND CONDITIONS

These Purchase Terms and Conditions (hereinafter referred to as “**PTC**”) shall constitute an integral part of any Purchase Order executed between Voltcore S.a.r.l. (as a “**Buyer**”) and your company (as a “**Seller**”). The PTC may be amended, revised, restated or supplemented by Voltcore S.a.r.l. from time to time. The last version of the PTC is available at <https://voltcore.tech>.

1. APPLICATION OF THE PTC.

- 1.1. The PTC shall govern and be incorporated into every Purchase Order provided by the Buyer.
- 1.2. Execution of the Purchase Order by the Seller shall constitute unqualified acceptance of the PTC.
- 1.3. If there is any conflict between the terms of the Purchase Order and the PTC, the Purchase Order shall prevail.
- 1.4. The PTC shall apply to the exclusion of, and shall prevail over, any terms or conditions contained in or referred to in any documentation, or in any correspondence or elsewhere, or implied by trade custom, practice or course of dealing, unless specifically excluded or varied in writing by any authorized representative of the Buyer.
- 1.5. If, subsequent to any Purchase Order which is subject to the PTC, a Purchase Order is made with the Seller in any form without reference to any conditions of sale or purchase, the PTC shall apply to the new Purchase Order.

2. DELIVERY CONDITIONS.

- 2.1. Incoterms 2020 provisions must apply to Purchase Order executed by the Buyer subject to provisions of the Purchase Order and PTC.
- 2.2. The delivery shall be in accordance with relevant Incoterms.
- 2.3. The Goods may be delivered by the Seller by sea, railroad, road transport or self-delivered by the Buyer as specified by the Purchase Order. If the means of transport is not specified in the Purchase Order, the Seller may choose a means of transport suitable for delivery of the Goods at the Place of Destination upon written agreement of the Buyer.
- 2.4. Delivery of the Goods shall be immediately followed and witnessed by presentation by the Seller to the Buyer or Carrier, or the Buyer’s representative of a valid transportation document. Such documents shall be signed and marked by the Seller and Carrier of the

Goods or by authorized employee / representative of railway Carrier at the place of loading or by Master of the Vessel respectively.

- 2.5. Unless otherwise specified in the Purchase Order or the PTC, the Packaging shall be per good commercial practice, taking into account the type of the Goods, transportation, storage used. The Packaging could be returnable and non-returnable as provided in the Purchase Order.
- 2.6. Both Parties shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under applicable law or under the circumstances in order to accomplish the intents and purposes of the Purchase Order and to carry out its provisions.
- 2.7. If the Seller transfers the Goods, on the next day after dispatch of the Goods the Seller shall provide the Buyer with all information and documents necessary for unloading of the Goods in the Place of Delivery.
- 2.8. The Buyer at his own option can provide the Seller with written instructions regarding information necessary for efficient unloading of the Goods by the Buyer. In case such information is provided, the Seller, his Carrier or his representatives / employees undertake to honestly follow the instructions where applicable, to partially assist in efficient unloading of the Goods by the Buyer.

3. PAYMENT.

- 3.1. The Price for the Goods shall be paid by the Buyer according to the Purchase Order and this PTC. Partial payments shall be allowed. Time of payment is not of the essence.
- 3.2. Bank details of the Seller shall be indicated in the Seller's invoice. The payment for the Goods shall be effected from the moment when the funds are debited from the Buyer's bank account.
- 3.3. Unless otherwise expressly defined in the Purchase Order the Price is exclusive of any VAT and the Seller shall have the right to invoice the Buyer for any such VAT in so far as such taxes are not for the account of the Seller according to the Purchase Order.
- 3.4. All expenses at the Seller's bank and at the Seller's correspondent bank shall be for the account of the Seller. All expenses at the Buyer's bank and at the Buyer's correspondent bank shall be for the account of the Buyer.

4. ACCEPTANCE OF THE GOODS ON QUALITY AND QUANTITY.

- 4.1. The Goods are considered handed over from the Seller and accepted by the Buyer:
 - 4.1.1. terms of quality: according to the Quality Certificate for the delivered Goods;

- 4.1.2. in terms of quantity: the weight of the Goods specified in the certificate issued by the Seller and receipt by the Buyer/Buyer's Carrier or any other transportation document issued by the Buyer/ Buyer's Carrier shall, in the absence of error or fraud, be final and irrefutable evidence of the actual weight of the delivered Goods.
- 4.2. The Buyer may require in its own option a quality inspection pursuant to the provisions below:
- 4.2.1. Unless agreed otherwise, quality and quantity inspection is to be determined by an Inspector such as SGS or similar internationally recognized inspection company mutually agreed between the Parties and in accordance with the standard practice (i) at the place of the inspection or (ii) of the Inspector if there is no standard practice at the place of inspection, unless the Purchase Order or the PTC provides otherwise.
- 4.2.2. The quantity Inspection of the Goods shall be as per the quantity in vacuum (unless the Purchase Order explicitly applies measurement in air). The Seller shall be notified of the Inspection at least 3 (three) days in advance and the Buyer shall provide the Seller's representative opportunity to present in order to observe the Inspection.
- 4.2.3. The inspection results shall be documented in the Inspector's Report and shall be conclusive and binding on the Parties for invoicing purposes, for quality purposes and/or for quantity purposes and shall be final and binding for both Parties, except in case of fraud or manifest error.
- 4.2.4. In the event that (i) the quality of the Goods does not conform the contractual Specification or (ii) the quantity of the Goods does not conform the conditions of the Purchase Order, the Parties shall discuss the Buyer's remedies for such non-conforming Goods. The remedies may include, for example, a price adjustment for the Goods. The outcome of the Parties' discussion shall be documented in written.
- 4.2.5. The costs of the inspection shall be equally shared between the Seller and the Buyer (and the terminal, if the terminal participates in the inspection).
- 4.2.6. The Inspector shall issue his report to the Seller and the Buyer as soon as practicable. The Inspector shall retain samples taken for at least 90 (ninety) days from the date of inspection.
- 4.3. Claims if any on quality and/or quantity of the Goods to be provided by the Buyer to the Seller within **90** calendar days after the Delivery Date, unless other terms are not specified by the Parties in the relevant clauses of the PTC.
- 4.4. The Seller undertakes to examine the claim of the Buyer and send to him a grounded response to the presented claim within **5** calendar days after the date of the presentation

of the claim by the Buyer; provided that the Buyer has got written confirmation of the Seller's receipt of the respective claim.

5. RESPONSIBILITIES OF THE PARTIES

- 5.1. For each full Week that the Seller delivers the Goods late commencing **10** calendar days after the latest date for delivery specified in the Purchase Order, the Buyer shall be entitled to demand liquidated damages from the Seller for such delivery delay in the amount equal to **1%** of the price for the late delivered Goods.
- 5.2. The Goods supplied by the Seller in the condition in which it is sold is considered not to constitute a hazard to health or safety applicable to the Goods and the Seller shall provide the Buyer with all necessary information in respect of the storage facilities required for the receipt of the Goods reasonably in advance. The Seller shall be liable for any cost, loss or damage resulting from the Goods which is not in accordance with the condition above. The Seller shall indemnify the Buyer against any claim which any third party might have or bring against the Buyer in this respect.
- 5.3. Notwithstanding any other provision to the contrary in the Purchase Order or the PTC, in providing the Buyer with a Chemical Abstract Service Index number and/or Existing Commercial Chemical Substances Number and/or any other health, safety and environmental information relating to the Goods pursuant to this Clause, regardless of their source, the Seller provides warranty or representation as to the accuracy or completeness of such identification number(s) or information relating to it and needed by the Buyer and/or reasonably requested by the Buyer to comply with the requirements of REACH, and the Seller accepts liability for loss, damage, delay or expense incurred by the Buyer for whatever reason arising from its reliance on the accuracy of the identification numbers or other information hereunder provided and /or the existence of a valid (pre-) registration of the Goods to be imported into the EU/EEA.
- 5.4. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE WHETHER IN CONTRACT, IN TORT (INCLUDING GROSS NEGLIGENCE), UNDER ANY WARRANTY OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR EXEMPLARY OR PUNITIVE LOSSES OR DAMAGES, OR ANY LOSS OF PROFITS (SAVE IN RELATION TO SELLER'S LOSS OF PROFIT ARISING FROM THE BUYER'S FAILURE OR REFUSAL TO TAKE OR ACCEPT DELIVERY OF THE GOODS OR ANY PART THEREOF CONTRARY TO THE TERMS OF THE PURCHASE ORDER) OR REVENUES, OR ANY COST OF LABOR, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THE GOODS OR SELLER'S PERFORMANCE UNDER, OR BREACH OF, THE PURCHASE ORDER, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY SHALL UNDERTAKE ITS BEST EFFORTS TO MITIGATE ITS LOSSES.

- 5.5. FOR THE AVOIDANCE OF DOUBT, EITHER PARTY MAY SEEK TO RECOVER FROM THE DEFAULTING PARTY ANY ACTUAL DIRECT DAMAGES INCURRED AS A RESULT OF THE DEFAULTING PARTY'S BREACH OF PURCHASE ORDER (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS); PROVIDED, HOWEVER, THAT NOTWITHSTANDING ANYTHING CONTAINED HEREIN, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE BUYER'S LIABILITY IN CONNECTION WITH THE GOODS OR THE PURCHASE ORDER EXCEED THE TOTAL GOODS VALUE (INCLUDING, BUT NOT LIMITED TO TRANSPORTATION COSTS, STORAGE COSTS, ETC.) PAID TO THE SELLER BY THE BUYER FOR THE GOODS.
- 5.6. UNDER NO CIRCUMSTANCES SHALL THE BUYER BE LIABLE FOR THE SELLER'S LOSS OF PROFIT, NON RECEIPT OF REVENUE, BUSINESS INTERRUPTIONS, THE SUSPENSION OF COMMERCIAL ACTIVITIES, OR FOR ANY INDIRECT LOSS IRRESPECTIVE OF ITS CHARACTER AND REASON.
- 5.7. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THE EXCLUSIVE REMEDIES AND LIMITATIONS OF LIABILITIES SET FORTH HEREIN WERE BARGAINED FOR ON AN EQUAL FOOTING AND ARE CONDITIONS OF THE PURCHASE ORDER.
- 5.8. NOTHING IN THE PURCHASE ORDER SHALL LIMIT OR EXCLUDE THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR FOR FRAUDULENT MISREPRESENTATION.

6. ARBITRATION AND LAW

- 6.1. The Purchase Order shall be governed by, interpreted and construed in accordance with the laws of Luxembourg notwithstanding the choice of law rules of any jurisdiction and determined without reference to the principles of conflicts of laws.
- 6.2. Any dispute, controversy, claim or difference relating to or arising out of, or in connection with, the Purchase Order, including any question regarding the existence, scope, validity or termination of the Purchase Order shall be exclusive jurisdiction of the courts of Luxembourg.
- 6.3. The United Nations Convention on Purchase Orders for the International Sale of Goods shall not apply.

7. DURATION AND TERMINATION.

- 7.1. The Purchase Order shall come into effect on the Signing Date and shall continue in force until all obligations have been fulfilled (unless earlier terminated hereunder or the Parties agreed otherwise in writing) and in the part of payments – until such time that same are made in full.

7.2. The Buyer may, at its sole discretion and in addition to any other legal remedies it may have, upon giving written notice to the Seller unilaterally terminate the Purchase Order where:

- 7.2.1. the Seller is in breach of any condition of the Purchase Order or this PTC;
- 7.2.2. delivery or unloading of the Goods is delayed due to any cause(s) and such delay is not excused by any other provision of the Purchase Order;
- 7.2.3. there is a major change in the direct or indirect ownership of the Seller or its parent company;
- 7.2.4. the Seller or its parent company commences, or becomes the subject of, any bankruptcy, insolvency, reorganization, administration, liquidation or similar proceeding or is in the Buyer's reasonable opinion expected to be unable or unwilling to pay its debts as the same become due;
- 7.2.5. the Seller or its parent company ceases or threatens to cease to function as a going concern or conduct its operations in the normal course of business;
- 7.2.6. a creditor attaches or takes possession of all or a substantial part of the assets of the Seller or its parent company; or

Any termination of the Purchase Order by the Buyer shall be without prejudice to the rights and obligations of each Party as accrued on the date of termination.

7.3. The Seller may at its sole discretion, and in addition to any other legal remedies it may have, upon giving notice to the Buyer terminate the Purchase Order where:

- 7.3.1. the Buyer is in a material breach of any conditions of the Purchase Order or this PTC;
- 7.3.2. there is a major change in the direct or indirect ownership of the Buyer or its parent company;
- 7.3.3. the Buyer or its parent company commences, or becomes the subject of, any bankruptcy, insolvency, reorganization, administration, liquidation or similar proceeding or is in the Seller's reasonable opinion expected to be unable or unwilling to pay its debts as the same become due;
- 7.3.4. the Buyer or its parent company ceases or threatens to cease to function as a going concern or conduct its operations in the normal course of business;
- 7.3.5. a creditor attaches or takes possession of all or a substantial part of the assets of the Buyer or its parent company.

8. FORCE MAJEURE.

- 8.1. Neither Party shall be liable to the other Party for any delay or non-performance of any obligations under the Purchase Order if such delay or non-performance is (i) due to circumstances beyond reasonable such Party's control, including explosions, floods, drought, war, sabotage, any local or national health emergency, appropriations of property, civil disorders, government requirements, export or import restrictions or limitations, rules, orders or any other acts issued or requested by any governmental or other public authorities or any person purporting to act on behalf of such authorities, civil or military authorities, acts of aggression, terrorism (or the threat thereof), acts of God or of the public enemy or any other causes beyond Party's reasonable control (hereinafter "Force Majeure Event"), and (ii) could not have reasonably been prevented by such Party taking reasonable precautions or customary steps to circumvent or mitigate such circumstances (if and to the extent such events were reasonably foreseeable).
- 8.2. The Party whose performance is affected by a Force Majeure Event shall provide written notice to the other Party of such Force Majeure Event, specifying the nature and the expected duration of the Force Majeure Event, within 5 calendar days after the Force Majeure Event begins, and shall take prompt action using its commercially reasonable efforts to remedy the effects of the Force Majeure Event. If requested by the Party not affected by a Force Majeure Event, the Parties shall discuss the Force Majeure Event and further steps in order to fulfill the Purchase Order obligations.
- 8.3. The Seller when affected by a Force Majeure Event which prevents or hinders the supply of the Goods to the Buyer or any other customer shall apportion any quantity of the Goods remaining available to it pro rata between itself, the Buyer and third parties (including the Seller's Affiliates) with whom the Seller then has contractual commitments to deliver the Goods, provided that those arrangements were entered into prior to the occurrences of the Force Majeure Event.
- 8.4. In case of a Force Majeure Event declaration, the party affected by it shall have no obligation to acquire by purchase or otherwise any shortfall of the Goods which by reason of Force Majeure Event such party is unable to deliver to the other party under the contract.
- 8.5. If the affected party's inability to perform lasts more than 30 calendar days, any Goods, the delivery of which has been prevented by the Force Majeure Event, may be cancelled by either of the Parties by giving of notice to the other. In such cases neither of the Parties will be entitled to claim from the other Party any compensation for possible losses.
- 8.6. A certificate or other document describing the occurrence of the Force Majeure Event issued by the respective Chambers of Commerce of the Seller's or the Buyer's country or

of a transit country or any Applicable Authority shall be a sufficient proof of Force Majeure Event and its duration.

- 8.7. In the event that the affected party's inability to perform exceeds two **2**, the Party not affected by a Force Majeure Event shall, on giving of **10** calendar days written notice, have the right to terminate the Purchase Order. Where the Purchase Order is so terminated, either Party will be entitled to compensation or damages arising from or in connection with this Clause, save in respect of the payments made prior to the Force Majeure Event.

9. NOTICES.

- 9.1. Any consent, agreement, approval or notice required or permitted to be given or made under the Purchase Order by one of the Parties hereto to the other Party shall be in writing and in English (unless otherwise agreed by the Parties) and shall be delivered in person or by Federal Express, DHL (or other recognized international courier service requiring signature upon receipt) or by email to the address specified in the Purchase Order.
- 9.2. In proving the giving of a communication, it shall be sufficient to prove that delivery was made to the appropriate address, or the communication was properly addressed and posted by an appropriate courier, or the email was sent to the appropriate email address and dispatch of transmission from the sender's external gateway was confirmed as specified in the Purchase Order.
- 9.3. The date of receipt of the notice, demand or other communication will be (i) if delivered by hand, at the time of delivery, (ii) if delivered by courier – on the 14th day after the same is so mailed, except in the event of disruption of the postal service in which event the notice, demand or other communication will be deemed to be received only when actually received; and (iii) if sent by email, at the earlier of: the time a return receipt is generated automatically by the recipient's email server; the time the recipient acknowledges receipt; and **24** hours after transmission, unless the sender receives notification that the email has not been successfully delivered.
- 9.4. Either Party hereto shall promptly notify the other Party in writing as to the change of notice details of the Party and the new details to which notice shall be given to it thereafter.
- 9.5. Where original documents are required to be delivered in accordance with the Purchase Order, such documents shall be sent either by certified mail or by courier to the postal address of the receiving Party as stipulated in the Purchase Order.
- 9.6. All correspondence concerning the Purchase Order shall be conducted in English.

10. CONFIDENTIAL INFORMATION.

- 10.1. In connection with the Purchase Order a Party (hereinafter the “Receiving Party”) may discover, receive, or otherwise acquire, whether directly or indirectly, information related to the other Party (hereinafter the “Disclosing Party”) or Affiliates of the Disclosing Party or its Affiliates’ businesses, or information of third parties that the Disclosing Party is obligated to keep confidential (collectively, in whatever form or medium, “Confidential Information”). Confidential Information shall not include information (i) that is, or becomes, publicly known through no wrongful act or omission, direct or indirect, of the Receiving Party or its officers, directors, employees, consultants or agents, (ii) that was already known to Receiving Party without obligations of confidentiality prior to the receipt from Disclosing Party, as reasonably evidenced by the Receiving Party, and was legitimately in Receiving Party’s possession, without any obligation to keep such information confidential, (iii) that Receiving Party independently develops without the use of any Confidential Information of Disclosing Party, or (iv) that Receiving Party receives or has received on a non-confidential basis from a source other than Disclosing Party that is entitled to disclose the same to Receiving Party; provided however that Receiving Party is able to provide Disclosing Party with the documentary evidence regarding any of the exceptions (if any) or as required in connection with any rules or requirements of any stock exchange on which such Party is listed or may be listed, or as may otherwise be required by applicable Law.
- 10.2. Receiving Party shall (i) use Disclosing Party Confidential Information solely in connection with exercise of its rights or performance of its obligations under the Purchase Order, and (ii) disclose Disclosing Party Confidential Information only as necessary to its officers, employees, consultants, vendors and contractor including legal advisors and auditors whose duties relate to the Purchase Order and reasonably require familiarity with such information in order for Receiving Party to perform its obligations or exercise its rights hereunder and who are bound by a legally enforceable written obligation of confidentiality with terms that are the same as, or more stringent than, those set out herein.
- 10.3. Subject to the exceptions to the confidentiality obligations set out in this Clause above, neither Party (nor its Affiliates, subsidiaries or other related parties) may disclose, publish or otherwise reveal the contents of the Purchase Order to any Third Party without the prior express written consent of the other Party (which consent shall not be unreasonably withheld or delayed); provided that (and without limiting the exceptions set out in this Clause), each Party shall be permitted to disclose the terms and conditions of the Purchase Order (i) to actual or potential investors and lenders and their authorized representatives under written confidentiality agreements that protect the confidentiality of the contents of the Purchase Order which are the same as, or more stringent than,

those set out herein, or (ii) as required in connection with any rules or requirements of any stock exchange on which such Party is listed or may be listed, or (iii) as may otherwise be required by the applicable Law, or (iv) as may be reasonably required for the performance of the Parties obligations under the Purchase Order; provided however, that the Party making a disclosure pursuant to an exception set forth in the preceding subsections (i) or (iv) shall provide the other Party with prior written notice and shall, to the extent practical, cooperate with the other Party in seeking confidential treatment of the information to be disclosed (if and to the extent available).

10.4. No press release referring to the Purchase Order or utilizing the other Party's name shall be made without the prior written consent of the other Party.

11. WARRANTIES.

11.1. Each Party hereby represents and warrants to the other that:

11.1.1. it has the authority to enter into and perform its obligations under the Purchase Order;

11.1.2. the Purchase Order has been duly executed and delivered on behalf of such Party, and constitutes a legal, valid, binding obligation, enforceable against such Party in accordance with its terms;

11.1.3. it is a corporation duly organized, validly existing and in good standing under the laws and regulations of its jurisdiction of incorporation or formation;

11.1.4. neither the execution of the Purchase Order nor its performance thereunder conflicts with any applicable Law or any other contract to which it is a party or any obligation to which it is subject, within 5 days after the relevant event, the Party so effected will inform the other Party of any changes or amendments to its direct or indirect ownership.

12. SANCTIONS, TRADE CONTROLS AND BOYCOTTS.

12.1. Nothing in the Purchase Order or in PTC is intended, and nothing in the Purchase Order or in PTC should Notwithstanding anything to the contrary elsewhere in the Purchase Order be interpreted or construed, to induce or require either party hereto to act in any manner (including failing to take any actions in connection with a transaction) which is inconsistent with, penalized or prohibited under any laws, regulations, decrees, ordinance, order, demand, request, rules or requirements of the European Union, any EU member state, the United Nations or the United States of America applicable to such Party which relate to international boycotts of any type.

12.2. Neither Party shall be obliged to perform any obligation otherwise required by the contract (including without limitation an obligation to (a) perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity, or (b) engage in any other acts) if this would be in violation of, inconsistent with, or expose such party to

punitive measure under, any laws, regulations, decrees, ordinances, orders, demands, requests, rules or requirements of the European Union, any EU member state, the United Nations or the United States of America applicable to the parties relating to trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws (the "Trade Restrictions").

12.3. Where any performance by a Party would be in violation of, inconsistent with, or expose such Party to punitive measures under, the Trade Restrictions, such party (the "Affected Party") shall, as soon as reasonably practicable give written notice to the other Party of its inability to perform. Once such notice has been given the Affected Party shall be entitled:

12.3.1. to immediately suspend the affected obligation (whether payment or performance) until such time as the Affected Party may lawfully discharge such obligation; and/or

12.3.2. where the inability to discharge the obligation continues (or is reasonably expected to continue) until the end of the contractual time for discharge thereof, to a full release from the affected obligation, provided that where the relevant obligation relates to payment for the Goods which have already been delivered, the affected payment obligation shall remain suspended (without prejudice to the accrual of any interest on an outstanding payment amount) until such time as the Affected Party may lawfully resume payment; and/or

12.3.3. in each case without any liability whatsoever (including but not limited to any damages for breach of Purchase Order, penalties, costs, fees and expenses).

12.4. Nothing in this Section shall be taken to limit or prevent the operation, where available under the governing law of the Purchase Order, of any doctrine analogous to the English Common Law doctrine of frustration.

13. ANTI-TRUST AND ANTI-CORRUPTION.

13.1. Each Party hereby warrants to the other party that, as at the date of the Purchase Order and on each subsequent occasion it performs obligations under the Purchase Order, it has not engaged in any Anti-competitive Behaviour in relation to the potential or actual terms and conditions of contract to be agreed or as agreed in relation to the Goods, including but not limited to the amount paid for the Goods, any level of volume discount or any other credit terms.

13.2. Each Party hereby represents and warrants to the other that it complies with all Anti-Corruption Laws.

13.3. The Buyer and the Seller each represent, warrant and undertake to the other that they shall not, directly or indirectly pay, offer, give or promise to pay or authorize the payment of any monies or other things of value to:

13.3.1. a government official or an officer or employee of a government or any department, agency or instrumentality of any government;

13.3.2. an officer or employee of a public international organization;

13.3.3. any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization; any political party or official thereof, or any candidate for political office;

13.3.4. any director, officer, employee or agent/representative of an actual or prospective counterparty, supplier or customer of the Buyer or the Seller;

13.3.5. or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or

engage in other acts or transactions, in each case if this is in violation of or inconsistent with the Anti-Corruption Laws

13.4. Without prejudice to the other rights of the respective Party under the Purchase Order or the applicable Law each Party may terminate the Purchase Order forthwith upon written notice to the other at any time, if in their reasonable judgment the other is in breach of any of the above representations, warranties or undertakings.

14. MISCELLANEOUS.

14.1. **Entire Purchase Order.** The Purchase Order including attachments thereto, the PTC and any addenda, or amendments constitutes the sole and entire understanding between the Parties with respect to the subject matter of the Purchase Order and supersedes all and any prior oral or written agreements, negotiations and discussions between the Parties pertaining to the subject matter of the Purchase Order or the Purchase Order in whole.

14.2. **Amendments.** Save as expressly provided in the Purchase Order, no amendment or variation of the Purchase Order shall be effective unless in writing in substantially the format set out at Annex A attached hereto and signed by a duly authorized representative of each of the Parties to it. Without prejudice the above, the Buyer is entitled to unilaterally change the PTC from time to time by putting on the new version of the PTC on the Buyer's website at www.sibur-int.com. The new version of the PTC shall come into force within **10** days after such putting.

14.3. **Assignment.** Neither Party may assign the Purchase Order or any of its rights under the Purchase Order or transfer any obligations under the Purchase Order, without the other

Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Buyer may, without consent, assign or transfer its rights and/or obligations under the Purchase Order in whole or in part to any Affiliate. Any attempt at assignment in violation of this Clause shall be null and void.

- 14.4. **Binding effect.** The terms and conditions of the Purchase Order shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective permitted successors and assigns.
- 14.5. **No Third Party beneficiaries.** Nothing in the Purchase Order will give rights to any third parties.
- 14.6. **The Parties' relationship.** The relationship hereby established between the Seller and the Buyer is solely that of the Seller and the Buyer. Each is an independent contractor engaged in the operation of its own respective business, and nothing in the Purchase Order shall be construed to create a partnership, agency, joint venture, pooling, franchise or employer-employee relationship between the Parties. Neither Party has the power or the authority to act for, represent, or bind the other Party (or any of the other Party's Affiliates) in any manner.
- 14.7. **Execution.** Either Party may sign the Purchase Order and any related amendments, attachments, or other documents and send a copy to the other Party by email. Such Purchase Order is to be duly executed and binding.
- 14.8. **The Seller's warranties, guarantees and representations.** The Seller warrants that it has full legal title to the Goods and that it has full right and power to convey such title to the Buyer.
- 14.9. **Expenses.** Whether or not the transactions contemplated hereby are consummated, all costs and expenses (including the expenses, costs and fees of each Party attorneys, auditors and financial and other professional advisors) incurred in connection with the Purchase Order and/or the drafting or negotiation of the terms and conditions of the Purchase Order and/or any other transaction arising out of or in connection with the Purchase Order shall be borne and paid by the Party incurring such costs and expenses.
- 14.10. **Waiver.** Any failure on the part of any Party hereto to comply with any of its obligations, agreements or conditions under the Purchase Order may only be waived in writing by the Party to whom such compliance is owed but such waiver will not be considered to be a waiver of future failure(s) to comply with an obligation, agreement or condition. No act or omission by a Party may be deemed to be a waiver of any rights if such a waiver is not declared explicitly and in writing.

14.11. **Severability.** If any part of the Purchase Order is deemed to be unenforceable, invalid or in contravention of applicable Law by a court or arbitral tribunal of competent jurisdiction, the remainder of the Purchase Order shall remain in full force and effect. The Parties shall negotiate in good faith to replace the invalid provision with a provision which reflects, to the extent possible, the original intent of the invalid provision.

14.12. **Set-off.** No set-off may be made against any claims unless otherwise agreed in writing by the Buyer in advance.

14.13. **Counterparts.** If the Purchase Order is executed in counterparts, each shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties hereby acknowledge and agree that the Purchase Order has been prepared jointly and no rule of strict construction shall be applied against either Party.

15. TERMS, DEFINITIONS AND INTERPRETATION.

15.1. Herein, hereunder, hereinafter. The terms “herein”, “hereunder”, “hereinafter” and similar terms shall be interpreted to refer to the Purchase Order or the PTC, when made in the Purchase Order or the PTC respectively, unless otherwise follows from the context.

15.2. Reference to period. Where any period in days, weeks, months or years is referred to in the Purchase Order or the PTC, such period shall be calculated in days, weeks, months or years respectively, unless expressly provided otherwise (and the day on which any such period is expressed to commence shall not be counted for the purpose of such period's calculation).

15.3. Writing. A reference to “writing” or any cognate expressions is a reference to any mode of representing or reproducing words in a visible non-transitory form and includes fax and e-mail.

15.4. Including. Any phrase introduced by the terms “including” or “in particular”, or any cognate expression, shall be construed as illustrative and not limiting of any preceding words.

15.5. The following terms when used in the PTC or in a Purchase Order with initial capital letters shall have the respective meanings as defined below:

15.5.1. “**Buyer**” shall mean a Party buying the Goods as specified in the Purchase Order.

15.5.2. “**Carrier**” shall mean any person or company contracted by the Buyer or by the Seller as the case may be to undertake to perform or to procure the performance of a contract of carriage by rail, road, sea or a combination thereof as may be applicable to the terms of delivery.

- 15.5.3. **“Certificate of Origin”** shall mean the document issued by the Seller or the Manufacturer or a chamber of commerce or other agreed third party (as the case may be) specifying the country where the Goods are actually produced.
- 15.5.4. **“Certificate of Quality”** shall mean the document issued by the Seller in respect of the Goods confirming the quality of the Goods in accordance with the Purchase Order.
- 15.5.5. **“Confidential Information”** shall have the meaning set forth in the respective Clause of this PTC.
- 15.5.6. **“Consent”** shall mean any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, certificate, exemption, order, registration, declaration, filing, report or notice of, with or to any person (and the person for this purpose shall mean any natural person, firm, partnership, association, corporation, company, limited liability company, trust, joint stock company, business trust, Governmental Authority or other organization or entity).
- 15.5.7. **“Purchase Order”** shall mean any contractual arrangement relating to the supply of the Goods to the Buyer by the Seller.
- 15.5.8. **“Delivery Date”** shall mean the moment when the Goods are deemed delivered to the Buyer.
- 15.5.9. **“Euro” or “EUR” or “€”** shall mean the official currency of the European Union.
- 15.5.10. **“Force Majeure Event”** shall have the meaning set forth in the respective Clause of the PTC.
- 15.5.11. **“Goods”** shall mean the goods to be delivered by the Seller to the Buyer as specified in the Purchase Order.
- 15.5.12. **“PTC”** shall mean the standard terms and conditions of purchase set out in this document.
- 15.5.13. **“Incoterms”** shall mean the international commercial terms, the official publication by the International Chamber of Commerce 2020.
- 15.5.14. **“Inspector”** shall mean an independent inspector appointed pursuant to the PTC to perform quality and quantity inspection of the Goods.
- 15.5.15. **“Inspector’s Report”** shall mean any report, conclusion, opinion, certificate or other written document (or combination thereof) issued by the Inspector and reflecting results of the Goods’ quantity and quality inspection as described in greater detail in the respective Clause of the PTC.

- 15.5.16. **“Law”** shall mean all applicable (i) provisions of all constitutions, treaties, statutes, laws, customs, codes, rules, regulations, ordinances or orders of any applicable authority, (ii) governmental approvals including without limitation any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, certificate, exemption, order, permit, registration, declaration, filing, report or notice of or from an applicable authority and (iii) orders, decisions, injunctions, judgments, awards and decrees of any applicable authority.
- 15.5.17. **“Manufacturer”** shall mean the plant by which the Goods are produced.
- 15.5.18. **“Packaging”** shall mean all products made of any materials of any nature to be used for the containment, protection, handling, delivery and presentation of the Goods, including (but not limited to) paper, wooden, plastic and metal boxes, bags, pallets, and not fall within the definition of Transport as specified herein.
- 15.5.19. **“Party”** and **“Parties”** shall mean parties to the Purchase Order referred to individually and collectively.
- 15.5.20. **“Place of Destination”** shall mean the place the Goods are to be delivered to as specified in the Purchase Order.
- 15.5.21. **“Place of Shipment”** shall mean the place where the Goods are to be loaded (dispatched), which shall be without limitations (i) the Manufacturer or warehouse or storehouse, (ii) the load port or terminal, or (iii) any other place, whichever is applicable and as may be specified in the Purchase Order.
- 15.5.22. **“Price”** shall mean the price per metric ton of the Goods at which the Seller sells the Goods to the Buyer as stipulated in the Purchase Order.
- 15.5.23. **“Seller”** shall mean a Party selling the Goods as specified in the Purchase Order.
- 15.5.24. **“Signing Date”** shall have the meaning set forth in the introductory paragraph of the Purchase Order.
- 15.5.25. **“Specification”** shall mean the specification describing the quality of the Goods agreed by the Parties set forth in the Purchase Order.
- 15.5.26. **“Tax”** or **“Taxes”** shall mean all (i) taxes, fees, duties, tariffs, levies, imposts, or other public charges of any kind, including, without limitation, taxes, required contributions or other charges on or with respect to income, franchise, gross receipts, property, sales, use, profits, capital stock, payroll, employment, social security, health insurance fund, pension fund and other social funds, workers compensation and unemployment or related compensation, (ii) taxes or charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added or gains taxes, (iii) license registration or documentation fees, (iv) customs duties, tariffs and

similar charges of any kind whatsoever and (v) any interest, penalties, additions to tax or additional amounts imposed by any taxing authority with respect to those items enumerated in clauses (i), (ii), (iii) and (iv) of this definition.

15.5.27. “**Third Party**” shall mean any person or entity other than a Party of the Purchase Order.

15.5.28. “**Transport**” shall mean containers used for the Goods delivery, transportation, storage, including tank cars, containers and cisterns, etc.

15.5.29. “**Transport Document**” shall mean a document issued by a Carrier to a shipper, acknowledging that specified the Goods have been received on board as cargo for conveyance to a named Place of Destination as described in greater detail in the respective Clause of the PTC.

15.5.30. “**USD**” or “**US Dollar**” or “**Dollar**” or “**US\$**” or “**\$**” shall mean United States Dollars, the lawful official currency of the United States of America.

15.5.31. “**Verification Act**” shall mean verification act executed between the Buyer and the Seller and confirming the quantity of and amount paid for delivered the Goods for a particular period and as described in greater detail in the respective Clause hereof.