

PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions (the “**PO Terms**”) apply to the purchase order issued by Company to Contractor (the “**Purchase Order**”). Any attachments to, or documents or portions thereof referenced in, the Purchase Order are collectively referred to as “**Attachments**.” The PO Terms, the Purchase Order, and the Attachments collectively comprise the agreement between the Parties (the “**Contract**”). The Purchase Order is effective on the Effective Date.

1. DEFINITIONS

Capitalized terms, which are not defined elsewhere within these PO Terms, have the following meanings.

Affiliate means, in relation to a Party, any other business entity that, directly or indirectly, controls, is controlled by, or is under common control with such Party.

Applicable Law means any statute, law, regulation, code, ordinance, rule, license, permit, judgment, arbitral award, decree, or order, of any national, state, or local court or other Governmental Authority, which are applicable to the Contract, the Work, the Site, or the Parties.

Background IP means all Intellectual Property Rights owned by a Party or licensed to such Party before the Effective Date, or which are subsequently acquired, developed, or licensed by such Party independently of the Contract.

Claim means any claim, action, demand, proceeding, litigation, arbitration, citation, judgment, summons, subpoena, or investigation of any nature, whether in a civil, criminal, administrative, regulatory, or other forum, whether at law or in equity, and whether present or future, fixed or unascertained, or actual or contingent.

Company means the Albemarle entity that issues the Purchase Order.

Company Group means Company and its Affiliates and its and their respective directors, officers, employees, and agents.

Completion means the completion of the whole of the Work.

Confidential Information means: (i) the Contract, Company’s Background IP, and Developed IP; and (ii) any information, in any form or medium, which is disclosed or communicated to Contractor Group directly or indirectly by Company Group, or which is otherwise acquired by Contractor Group in connection with the Contract including, without limitation, any information related to or used at any Company Group’s site or facility, such as information belonging to Company Group, learned as a consequence of having access to a Company Group’s Site or facility, including, without limitation, product, processes and process equipment. Confidential Information does not include information that (i) is rightfully known to the Contractor Group at the time of disclosure as demonstrated by Contractor Group’s written or electronic records, (ii) is or becomes part of the public

domain through no wrongful act of the Contractor Group, (iii) has been rightfully received by the Contractor Group from a third party authorized to make the disclosure without restriction, (iv) has been approved in writing by an authorized representative of Company for release or (v) is independently developed without benefit of the Confidential Information. If the Contractor Group has any question as to whether information should be considered Confidential Information, Contractor Group shall inquire of Company about the information prior to using or disclosing it. Contractor hereby undertakes to impose confidentiality obligations arising from these PO Terms to its Subcontractors and its respective affiliates involved under the Contract to the extent they are applicable to them.

Consequential Loss means any consequential or indirect damage or loss, including loss of profit, loss of revenue, loss of production, loss of opportunity, loss of savings, or loss of reputation by a Party, except to the extent such damage or loss is connected with a Third Party Claim or Loss for which a Party is seeking contribution or indemnification from Contractor pursuant to the Contract.

Contractor means the contractor entity that accepts the Purchase Order.

Contractor Group means Contractor, Subcontractors, its and their respective Affiliates and its and their directors, officers, employees, and agents, including all Personnel.

Defect means apart from cases defined by statutory law, at least: (i) an error, omission, or defect in the Work; (ii) a failure of the Work to conform to the warranties set forth in the Contract; or (iii) the Work not conforming to the requirements of the Contract.

Delivery Point means the destination or destinations where the Goods are to be delivered as specified in the Contract, or any other destination as notified by Company in writing.

Effective Date means the date of Contractor’s acceptance of the Purchase Order occurring on the earlier of: (i) the date Contractor accepts the Purchase Order (via written acceptance, written acknowledgement, or electronic data interchange); or (ii) the date Contractor commences Work, which is expressly authorized by Company.

Good Industry Practice means performing the Work in a diligent and professional manner and exercising the degree of skill and care reasonably expected of a qualified,

competent, and experienced contractor in providing goods or services that are similar to the Goods or Services set out in the Contract.

Goods means the goods, materials, equipment, parts, hardware, software, and other items that Contractor is required to supply to Company as specified in the Contract.

Governing Law means the governing law specified in Section 19.

Governmental Authority means any international, national, state, provincial, regional, county, municipal, or local government, administrative, judicial, or regulatory entity or body operating under Applicable Law and includes any subdivision, department, or administrative agency of any such entity or body.

Intellectual Property Rights means all present and future rights conferred by Applicable Law in, or in relation to, any copyrights, trademarks, designs, patents, business names, internet domain names, websites, works of authorship, inventions, trade secrets, and other results of intellectual activity in the industrial, commercial, scientific, or other fields, whether registrable, registered, patentable, or patented. These rights include all: (i) rights in applications to register these rights; (ii) renewals and extensions of these rights; and (iii) rights in the nature of these rights, excluding moral rights.

Loss includes any loss, damage, liability, obligation, cost, or expense (including any attorneys' fees, expert fees, and other legal costs), however it arises and whether it is present or future, fixed or unascertained, or actual or contingent.

Parties means Company and Contractor collectively, and **Party** means Company or Contractor individually.

Personnel means any individuals who perform Work by or on behalf of Contractor Group.

Services means the services, tasks, and activities Contractor is required to perform under the Contract and includes all items necessary for, or incidental to, the proper performance thereof.

Site means the location or locations on, under, in, or through which the Work will be performed by Contractor, including the facilities and locations of Contractor Group or the facilities or locations of Company or Company's other contractors at which Services will be performed or Goods will be delivered.

Subcontract means any contract of any tier (other than the Contract) for the performance of any part of the Work or the supply of any item to be incorporated into the Work.

Subcontractor means a party of any tier (other than Contractor) to a Subcontract including its employees and agents.

Third Party means any person or entity not included in Company Group or Contractor Group.

Variation means an increase, decrease, substitution, omission, or variation of the Work.

Warranty Period means a period of twelve (12) months for Goods and six (6) months for Services, commencing on Completion.

Willful Misconduct means: (i) the act or failure to act by a person that was in reckless disregard of, or indifferent to, the harmful consequences to the safety or property of another, which the person acting or failing to act knew would result from such act or omission or accepted that such consequences would result; (ii) the conscious and intentional disregard of, or indifference to, the rights and safety of others, which a person knows or should know is reasonably likely to result in injury, damage, or other harm; or (iii) fraud.

Work means all work, Goods, and Services that Contractor is required to provide or perform in accordance with the Contract, including the provision of all management, engineering, design, supervision, Personnel, equipment, Contractor work product, facilities and all other items, as applicable, whether of a temporary or permanent nature, necessary for the proper performance of the Contract, unless specifically identified in the Contract as being provided by others.

2. PRECEDENCE AND INTERPRETATION

- 2.1. In the event of any ambiguity, conflict, or inconsistency among these PO Terms, the Purchase Order, and the Attachments, precedence is set in the following order: (1) these PO Terms; (2) the Purchase Order; and (3) the Attachments; except that the Purchase Order will take precedence over these PO Terms only to the extent the Purchase Order (and not the Attachments) expressly supplements or varies a provision in these PO Terms.
- 2.2. Contractor's acceptance of the Purchase Order, which must occur within 5 days after receipt of a Purchase Order, is limited to the terms and conditions stated in these PO Terms. Company rejects and expressly excludes from the Contract any reference to, or incorporation of, terms or conditions of Contractor in the Purchase Order or in the Attachments, even if Company does not expressly object to them or if the terms and conditions of the Contract do not specifically contradict them. No course of prior dealings or course of performance shall be used to modify, supplement or explain any term or condition of this Contract and no

modification shall be effective, unless agreed to in a writing signed by Company. However, Company accepts any reference to a Contractor proposal in the Purchase Order or in the Attachments but only to the extent it sets forth a description of the Work and/or any pricing or rates that are not otherwise set out in, or contradicted by, terms in the Purchase Order.

2.3. A reference to a “day” or “days” means calendar days. A reference to an Applicable Law is to that Applicable Law as amended, re-enacted, or replaced, and includes any subordinate law, regulation, or interpretation issued under it. A singular word includes the plural, and vice versa. The words “include,” “includes,” and “including” mean without limitation, and the word “or” is not exclusive.

3. PERFORMANCE OF THE WORK

3.1. Contractor will perform the Work in accordance with the Contract, including conformance with all its obligations, standards, and specifications. Contractor is solely responsible for the means and methods by which the Work is performed.

3.2. Contractor will carry out the Work with due expedition and without delay. Contractor will supply the Goods and/or perform the Services by the date(s) for Completion specified in the Contract.

3.3. Any failure of Contractor to perform the Work by the applicable due dates in the Contract shall be a material breach of the Contract. If Contractor becomes aware that anything will delay, or will likely delay, performance of the Work, Contractor must provide Company with written notice of the details related thereto within 3 days after Contractor first becomes aware of such delay.

3.4. Contractor will comply with directions from Company regarding the Work. Contractor will perform, and cause Personnel to perform, the Work in a safe and careful manner. Contractor is solely responsible for the safety of Personnel, and for compliance with all health, safety, security, and environmental (“HSSE”) requirements of Company and Applicable Laws relating to HSSE connected with the Work, Personnel, and/or the Site.

4. WARRANTY OF THE WORK; REACH

4.1. Contractor represents and warrants that: (i) the Work will comply with the specifications and other requirements in the Contract; (ii) the Work will be free from Defects; (iii) the Work will be carried out using parts, materials, and Goods that are new and of good quality and workmanship; (iv) the Work will be fit for its intended purpose as described in, or which a Contractor exercising Good Industry Practice would reasonably infer from, the Contract; (v) the Work will be

carried out in accordance with Good Industry Practice; and (vi) the Work will be carried out in accordance with all Applicable Laws and any relevant industry standards and codes.

4.2. Company shall have the benefit of all manufacturers’ warranties and guarantees, express or implied, applicable to the Goods sold hereunder.

4.3. All chemical substances furnished hereunder have been reported and/or registered in compliance with all applicable federal, supranational, national, state, regional, provincial or local laws and regulations, including, without limitation, to the extent applicable, Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation) and Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labeling and packaging of substances and mixtures (CLP Regulation), and otherwise comply with the REACH Regulation and CLP Regulation. All goods purchased hereunder shall comply with any European Chemicals Agency (ECHA), Health and Safety Executive (HSE), Environmental Agency, Department of Energy and Climate Change (DECC), local authority or other governmental agency, order or regulation applicable to this Contract.

4.4. Except for the express warranties set forth in this Contract, Contractor disclaims any other express warranties and any implied warranties, including the implied warranties of merchantability or fitness for a particular purpose with respect to the Work.

5. PERSONNEL

Contractor is responsible for the acts and omissions of all Personnel. Nothing in the Contract or in any Subcontract will be construed to create an employment or contractual relationship between any Personnel and Company.

6. SUBCONTRACTING

Contractor is responsible for all acts, omissions, performance, and non-performance of all Subcontractors to the same extent as if undertaken by Contractor. Contractor will require each Subcontractor to be bound by the terms and conditions of the Contract to the extent they are applicable to the Subcontractor.

7. VARIATIONS

7.1. Company has the right to order a Variation. Alternatively, if Contractor believes an event warranting a Variation has

occurred, Contractor may request a Variation and shall provide written notice to Company thereof no later than 7 days after the event occurs.

7.2. For any Variation ordered by Company, or any Variation requested by Contractor as described above, Contractor shall promptly advise Company of any impact on the Work and provide written substantiation of such impact. If Company determines that a Company-ordered Variation, or a Contractor-requested Variation that Company approves, will have an impact on the Work but Company disagrees with Contractor regarding the extent of the impact, the Parties shall promptly negotiate adjustments for the Variation and document the same in a signed Variation order.

8. INSPECTION, DELIVERY, AND COMPLETION

8.1. At any time prior to Completion, Company or its authorized representative is entitled to inspect any Goods, Services, or the performance of any Work at a Site. If any inspection or test is to be made on Contractor's premises, Company shall provide Contractor advance notice of such inspection or test to be conducted during ordinary business hours, and Contractor shall provide reasonable facilities and assistance for the safety and convenience of Company's inspectors in such manner as not to unreasonably hinder or delay Contractor's performance.

8.2. Unless otherwise agreed by Company in writing, the default term of shipment shall be DDP (Incoterms 2020) Delivery Point. Delivery shall not constitute acceptance of the Goods.

8.3. If Contractor delivers more Goods than the quantity specified under the Contract, Company has the right to return any excess quantities to Contractor at Contractor's risk and expense.

8.4. The date of Completion will occur when Company accepts all of the Work.

9. REMEDY OF DEFECTS

9.1. At all times during performance of the Work and during the Warranty Period, Contractor shall, at its sole expense and risk, remedy all Defects. Upon receipt of written notice from Company regarding a Defect during the performance of the Work or during the Warranty Period, Contractor shall promptly remedy the Defect (which may include repair, replacement, reperformance, or other means necessary), as required by Company, in accordance with this Section 9.

9.2. If Contractor does not remedy a Defect within a reasonable period, Company has the right to remedy the Defect itself, or have others remedy the Defect, and to recover the costs of doing so from Contractor. If Contractor remedies a

Defect, the rectified Work will be subject to a separate Warranty Period commencing on the date of rectification; provided, however, that such separate Warranty Period will not exceed 18 months from the commencement of the original Warranty Period for the defective Work.

9.3. Company may also: (i) refuse delivery of Goods that are nonconforming in the manner or time of delivery, in the cadence of shipment, or in any other manner, and, after prior notification, return same at Contractor's risk and expense; and (ii) require Contractor to refund amounts paid to Contractor for such Goods.

10. PAYMENT

10.1. After the end of each month, Contractor will submit an invoice to Company specifying the amount owed under the Contract for the previous month, as well as any supporting documentation Company reasonably requires. The invoice will be in a form approved by Company and will include the Purchase Order number.

10.2. Company will pay the amount set out in an accurate and complete invoice within 60 days after receiving such invoice. Contractor acknowledges and agrees that: (i) Company pays invoices on the 2nd and 15th of each month (each a "**Payment Cycle Date**"); and (ii) Contractor's properly submitted invoices will be paid on the Payment Cycle Date immediately following the payment due date of the applicable invoice.

10.3. Company has the right to set off monies owed, or reasonably likely to be owed, by Contractor to Company under the Contract against payments due to Contractor by Company under the Contract.

10.4. Contractor must pay all taxes and duties arising in connection with the Contract, except Company is responsible for paying any sales taxes.

11. TITLE AND RISK OF LOSS

11.1. Title to and ownership of the Goods, or any components thereof, shall pass to Company upon the earlier of delivery of, or payment by Company for, such Goods or components in accordance with the Contract. Contractor represents and warrants that Company will receive good title to, and ownership of, the Goods free and clear from all liens, encumbrances, or other restrictions.

11.2. Contractor is responsible for the care of, and has risk of loss for, the Goods until completion of delivery in accordance with the Contract, or whilst in the custody or control of Contractor Group after delivery.

12. INTELLECTUAL PROPERTY

12.1. Contractor represents and warrants that Company's

purchase and use of the Work (or any part thereof) does not infringe, misappropriate, or otherwise violate the rights (including Intellectual Property Rights or moral rights) of any Third Party.

- 12.2. Each Party owns and retains all right, title, and interest in and to its Background IP and any derivative works of such Background IP. Company grants to Contractor a non-exclusive, perpetual, royalty-free, fully paid, worldwide, non-transferable, irrevocable license to use Company's Background IP for the purpose of, and only to the extent required for, Contractor to perform its obligations under the Contract. Contractor grants to Company a non-exclusive, perpetual, royalty-free, fully paid, worldwide, transferable (to members of Company Group), irrevocable license to Contractor's Background IP, including derivative works of Contractor's Background IP, to the extent necessary to use, operate, maintain, repair, and transfer the Goods, and otherwise receive the benefit of the Work provided under the Contract.
- 12.3. Company shall own all technical developments, inventions, and improvements made by Contractor in connection with the Contract ("**Developed IP**"), except to the extent such Developed IP contains Contractor's Background IP, including derivative works of Contractor's Background IP, ownership of which remains with Contractor.

13. CONFIDENTIALITY

- 13.1. Contractor will, and will ensure that Contractor Group will, not disclose or permit disclosure of Confidential Information to a Third Party without Company's prior written consent and will use Confidential Information only in connection with performance of the Contract.
- 13.2. On Company's request, Contractor will, at Company's option, promptly: (i) return all Confidential Information in its possession or control; or (ii) certify in writing that all such Confidential Information has been destroyed. However, Contractor will not be required to delete Confidential Information held electronically in archival or back-up systems that are maintained pursuant to general archiving or back-up policies, but any such electronic copies will remain subject to the confidentiality obligations of this Section 13.
- 13.3. The Contractor acknowledges that a breach of the confidentiality obligations under this Contract may cause irreparable damage to the Company. The Company is therefore entitled to assert a claim for injunctive relief in the event of an imminent or actual breach of these confidentiality obligations without having to prove specific damage. To the extent permitted by law, the Contractor

waives the right to provide security in the context of preliminary injunction proceedings. Contractor's obligations of confidentiality under this Section 13 will continue for 5 years after the termination or completion of the Contract.

14. INDEMNIFICATION

- 14.1. To the fullest extent permitted by Applicable Law, Contractor shall indemnify, hold harmless, and defend Company Group from and against any Claim or Loss connected with Contractor Group's performance or non-performance of the Contract for the following: (i) injury to an individual (including illness or death) to the extent caused by the negligent or more culpable acts or omissions of Contractor Group (including Willful Misconduct); (ii) damage to any real or personal property, to the extent caused by the negligent or more culpable acts or omissions of Contractor Group (including Willful Misconduct); (iii) infringement, misappropriation, or other violation of a Third Party's Intellectual Property Rights; and (iv) Claims from Personnel concerning any salaries, wages, benefits, other forms of compensation, or any other employment-related Claims. The Contractor Group undertakes to provide the Company Group with appropriate support in the event of a legal dispute in connection with such claims. The indemnification does not apply to Claims caused by the Company Group's own Willful Misconduct.
- 14.2. In the event of a Claim or Loss with respect to which a member of Company Group has a claim for indemnification under the Contract, Company will provide written notice to Contractor of the claim. For indemnification claims which Contractor has assumed the defense and indemnity of a Company Group member, Contractor shall not acquiesce in any judgment or arbitration award or enter into any settlement of an indemnified claim without the prior written consent of Company if such judgment, arbitration award, or settlement: (i) does not include an unconditional release of the affected member of Company Group; (ii) admits to any fault or violation of Applicable Law; or (iii) creates an obligation, restriction, or liability on the part of the affected member of Company Group.

15. CONSEQUENTIAL LOSS

- 15.1. Company will be responsible for, and Contractor will not be liable to Company Group for, any of Company Group's Consequential Losses arising under the Contract, regardless of the theory of liability at issue (contract, tort, or otherwise), except for Claims arising out of a breach of Section 13 (Confidentiality) or as set out in 15.3.
- 15.2. Contractor will be responsible for, and Company will not

be liable to Contractor Group for, any of Contractor Group's Consequential Losses arising under the Contract, regardless of the theory of liability at issue (contract, tort, or otherwise), except for Claims arising out of Company's Willful Misconduct or as set out in 15.3.

15.3. The exclusion of Consequential Loss under Sections 15.1 and 15.2 shall not apply (i) for any damage or loss resulting from any grossly negligent breach, (ii) for injury to life, body or health, (iii) pursuant to the German Product Liability Act (*Produkthaftungsgesetz*) or (iv) upon the assumption of guarantees.

16. INSURANCE

16.1. Contractor must obtain and maintain in full force and effect the insurance policies the following insurance policies: (i) commercial general liability insurance (including product liability and, for Services to be performed, completed operations liability), in an amount no less than €1,000,000 per occurrence and €2,000,000 in the aggregate; automobile liability in an amount no less than €1,000,000; worker's compensation in an amount no less than the applicable statutory minimum requirement; and employer's liability in an amount of no less than €1,000,000; excess or umbrella insurance in an amount no less than €4,000,000 per occurrence and in the aggregate; and any other insurance of the types and in the amounts that are reasonable and customary (or required by Applicable Law) for the Work, or otherwise required by the Contract.

16.2. Contractor shall provide Company with insurance certificates evidencing such insurance. Contractor will provide at least 30 days' written notice to Company if any such insurance is cancelled or materially changed.

16.3. Contractor's insurance shall: (i) be obtained from an insurance company having an AM Best credit rating of "A" or better; (ii) include all members of Company Group as additional insureds to the extent permitted under the applicable policy; and (iii) waive any rights of subrogation against Company Group.

16.4. Contractor's insurance shall not limit Contractor's liability under the Contract.

17. SUSPENSION

Company may, by providing written notice, direct Contractor to suspend the Work at any time for any reason. Contractor will comply with such direction given by Company. Contractor will recommence performing the Work when directed by Company in writing. Where Company issues an instruction to suspend, which has not

been given as a result of an act or omission of a member of Contractor Group, Company will only pay Contractor for the reasonable, direct, and substantiated costs arising out of such suspension, provided that Contractor has mitigated these costs.

18. TERMINATION

18.1. **Termination for Convenience.** Company may in its discretion terminate the Contract for any reason and at any time by giving written notice to Contractor no less than 14 days prior to termination.

18.2. **Termination for Default.** If Contractor is in default of any of its material obligations under the Contract, Company will provide Contractor with written notice of the default. After receipt of the default notice, Contractor will continuously and diligently work to remedy the default. Company will have the right to terminate the Contract: (i) if Contractor has not remedied the default within 15 days after receipt of the default notice; or (ii) if the default cannot reasonably be remedied within 15 days and Contractor does not continuously and diligently work to remedy the default. Company also has the right, at its reasonable discretion, to immediately terminate the Contract by providing Contractor with written notice of termination if: (i) any member of Contractor Group violates Applicable Law in connection with the Contract; or (ii) Contractor is in default of Section 22 (Compliance Undertakings). Section 22 (Compliance Undertakings) includes the obligation to comply with the Company's Code of Conduct and with Applicable Law related to Data Privacy, Trade Control, Anti-Bribery and Modern-Slavery.

18.3. **Termination Payments.** Following termination by Company for any reason, Company will pay or credit Contractor, in accordance with the Contract, for the Work performed in accordance with the Contract on or before the date of termination but not yet paid. Following termination for convenience by Company, Company will also pay Contractor for its reasonable, direct, and substantiated costs arising out of such termination, provided that Contractor has mitigated these costs. Except as set out in this Section 18.3, Company will have no obligation or liability to Contractor related to a termination.

18.4. **Obligations on Termination.** If this Contract is terminated under Section 18 for any reason, Contractor will: (i) cease performing the Work as of the date of termination; and (ii) comply with Company's directions related to handing over the Work and Contractor work product to Company and demobilizing from the Site.

19. GOVERNING LAW

- 19.1. This Contract, and any disputes arising out of or relating to this Contract, shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. Any action or proceeding directly or indirectly arising out of or relating to this Contract shall only be brought, heard, and determined in the Courts of the Federal Republic of Germany.
- 19.2. Contractor hereby irrevocably submits and agrees to the exclusive jurisdiction and venue of such courts with respect to any such action or proceeding, and irrevocably waives any and all objections to personal jurisdiction and inconvenient forum, and agrees that process may be served upon it in any such action or proceeding by registered mail directed to the address indicated in the Purchase Order.
- 19.3. During any dispute or court proceeding, Contractor shall continue performing its obligations under the Contract.

20. APPLICABLE LAW

Contractor will comply with all Applicable Laws in conjunction with the Contract. To the fullest extent permitted by Applicable Law, Contractor shall indemnify, hold harmless, and defend Company Group, from and against any Claim or Loss in connection with any violation of Applicable Law by Contractor Group.

21. AUDIT

During the performance of Work and for 5 years after the completion of all Work under the Contract: (i) Contractor will maintain books, accounts, and records (including accounting, financial, and billing records) in connection with performance of its obligations under the Contract (“Records”) to the extent that this is related to the performance of the Contract; and (ii) Company (or a Third Party appointed by Company) is permitted to audit, at Company's cost, Contractor Group's compliance with its obligations under the Contract, including examining and reproducing Records to the extent necessary to verify performance of the Contract.. Contractor will cooperate with Company to a reasonable extent during any audit and will provide information and assistance as reasonably required by Company. Contractor's trade secrets and business secrets must be protected.

22. COMPLIANCE UNDERTAKINGS

- 22.1. **Compliance Warranties.** Contractor represents and warrants that as of the Effective Date it has not breached, and is not in breach of, any of the obligations set forth in this Section 22 (Compliance Undertakings).

- 22.2. **Code of Conduct.** Contractor has reviewed and agrees to act consistently with, and to adhere to the principles set forth in, Company's Code of Conduct for Business Partners, which can be accessed at <https://www.albemarle.com/direct/business-partner-code>, as it may be amended from time to time.

- 22.3. **Data Privacy.** Contractor represents and warrants that its treatment of all personal data complies with Applicable Laws regarding privacy and personal data, including but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, as amended from time to time (the General Data Protection Regulation), and it shall implement and maintain appropriate safeguards no less rigorous than accepted industry practice to ensure the security, confidentiality, and integrity of all personal data that Contractor receives or has access to under this Contract. Contractor will ensure that receipt of and access to any Company personal data is limited to those members of Contractor Group who have a need to receive or access the data to perform their responsibilities under the Contract and shall use such personal data solely for the purpose of the Contract.

22.4. Trade Controls.

(a) Contractor will comply with Trade Control Laws in performing its obligations under the Contract. “Trade Control Laws” means any Applicable Laws relating to export control, import control, restrictions, sanctions, anti-boycott regulations, and the trade of Goods, Services, software, technology, technical data, or other items. If requested by Company, Contractor will provide Company with trade compliance information including the export control jurisdiction, classification, and harmonized tariff/import code of any goods, services, software, technology, or other items that Contractor supplies to Company in connection with the Contract, to a reasonable extent and while maintaining confidentiality of trade and business secrets.

(b) Contractor shall promptly notify Company in writing providing all relevant details if: (i) its export privileges are denied, suspended, or revoked in any jurisdiction; or (ii) any representation made by Contractor under this Section 22.4 becomes inaccurate or incomplete in any material respect.

(c) Contractor represents and warrants that any Goods, Services, Work, software, technology, technical data, or other items provided or made available to Company under the Contract: (i) do not constitute items or technology that are prohibited from export, re-export, or transfer under

applicable Trade Control Laws; and (ii) to the extent such items or technology are classified as dual-use or otherwise subject to export control or restrictions, and if Company consents to Contractor providing dual use items or restricted import items, all necessary and valid export licenses, permits, or other governmental authorizations have been duly obtained and remain in full force and effect. Contractor covenants that the representations and warranties set forth in this Section shall remain true, accurate, and complete throughout the term of the Contract. In the event any such representation or warranty becomes untrue, inaccurate, or incomplete, Contractor shall promptly notify Company in writing, providing all relevant details and documentation.

(d) Contractor shall indemnify, hold harmless, and defend Company Group from and against any Claim or Loss, connected with (i) Contractor's failure to obtain or maintain any required export licenses, permits, or authorizations; or (ii) any unauthorized export, re-export, transfer, or disclosure of restricted technology. This indemnification does not apply to Claims caused by the Company Group's own Willful Misconduct.

(e) Contractor is responsible for: (i) exporting and importing any Goods into the country where the Delivery Point is located in accordance with Applicable Law; (ii) managing and clearing customs in the country where the Delivery Point is located, except that, if doing so requires naming Company or a Company Site, Contractor shall inform Company before making any such statement, and Company shall have the right to participate in any communications with the applicable Governmental Authority; and (iii) paying any export or import duty, tariff, or other taxes.

22.5. **Anti-Bribery.**

(a) Contractor represents and warrants that it will comply, and will cause all Personnel to comply, with the United States Foreign Corrupt Practices Act, the UK Bribery Act, and any other Applicable Laws relating to anti-bribery and anti-corruption.

(b) Contractor represents and warrants that neither Contractor nor any Personnel have, directly or indirectly, made, offered to make, authorized, or received (and will not in the future directly or indirectly make, offer to make, authorize, or receive) any payment of funds, kickback, bribe, gift, gratuity, commission, rebate, payoff, or other thing of value to or from: (i) any member of Company Group, other than the payments set forth in this Contract

or other written contractual agreement between Contractor and Company; (ii) any Third Party for the purpose of influencing the performance by Contractor or Company of its respective duties under this Contract; or (iii) any government entity or official, for the purpose of influencing official actions or decisions, or securing any improper advantage.

(c) If during the duration of the Contract Contractor or any Personnel become subject to any investigation or enforcement proceeding regarding any offense or alleged offense involving Applicable Laws relating to anti-bribery or anti-corruption, Contractor will notify Company of the investigation or proceeding as soon as possible.

22.6. **Modern Slavery.**

(a) "**Modern Slavery**" means conduct that would constitute a violation of any Applicable Law regarding ethical labor and supply chains, including trafficking of persons, illegal forms of child labor, slavery, forced labor, deceptive recruiting, debt bondage, or offenses involving working without the required visa or work authorization.

(b) Contractor will: (i) have processes in place to review and mitigate the risks of Modern Slavery practices in its operations and supply chains; (ii) cooperate with Company to address and mitigate any Modern Slavery risks or impacts in connection with the provision of any Work to Company; and (iii) promptly notify Company in writing if it becomes aware of any violation of Applicable Laws relating to Modern Slavery in regard to the Contract.

23. **FORCE MAJEURE**

23.1. "**Force Majeure Event**" means any of the following that is beyond the reasonable control of the affected Party and that arises on or after the Effective Date: (i) "acts of God" such as earthquake, hurricane, or other natural disaster; (ii) armed conflict, riots, or terrorist acts; (iii) labor disputes, which are not limited to the operations of Company Group or Contractor Group, as applicable; (iv) a pandemic declared by the World Health Organization; (v) actions of a Governmental Authority; or (vi) any other circumstance of similar character to items (i) through (v) above.

23.2. A Party that is unable to perform all or any material portion of its obligations due to a Force Majeure Event shall: (i) provide prompt written notice to the other Party describing the Force Majeure Event and its impact; and (ii) be excused from such obligations for as long as the impact of the Force Majeure Event continues, but only to the extent the Force Majeure Event could not have been avoided by the reasonable diligence of the affected Party. The affected

Party will resume performance of its impacted obligations as soon as reasonably possible after the Force Majeure Event ceases. Each Party shall bear its own costs incurred as the result of a Force Majeure Event.

24. INFORMATION SECURITY

- 24.1. Contractor shall establish, maintain, enforce, and continuously improve security procedures and safeguards against the unauthorized use, destruction, loss, or alteration of Confidential Information, which are no less rigorous than accepted industry standards.
- 24.2. If access to Company's systems, networks, or devices is required to allow Contractor to perform the Contract, Contractor shall: (i) request prior written approval from Company and (ii) follow Company's security rules regarding such access. Contractor's access shall be limited to that strictly required to meet the requirements of the Contract.
- 24.3. In the event of a security incident involving Company systems, networks, devices, or Confidential Information, Contractor shall notify Company as soon as possible (*unverzüglich*) in writing and at Contractor's cost investigate the incident, take all necessary steps to eliminate or contain the exposures that led to the incident, and implement rectification measures.
- 24.4. Contractor shall ensure that any Subcontractors it engages adhere to comparable security standards. The Company is entitled to verify compliance with these obligations through audits and verification requests after prior written notification and while respecting the Contractor's trade secrets.

25. GENERAL

- 25.1. **Notices.** Notices given under the Contract will be in writing, will be effective upon receipt, and will be transmitted by: (i) personal delivery; (ii) express courier service (*e.g.*, Federal Express, DHL); (iii) registered or certified mail (postage prepaid, return receipt requested); or (iv) email (with confirmation of transmission). Any such notice will be addressed to a Party's applicable address set forth in the Purchase Order or such other address as advised by one Party to the other Party from time to time by written notice.
- 25.2. **Assignment.** Contractor will not assign, novate, or otherwise transfer all or any part of its rights or obligations under the Contract without Company's prior written consent.
- 25.3. **Independent Contractor.** Contractor is an independent contractor performing the Contract. Contractor is not

authorized to bind or act on behalf of Company in any circumstance whether by contract or otherwise.

- 25.4. **No Third-Party Beneficiaries.** Nothing in the Contract, express or implied, is intended to confer upon any person or entity, other than the Parties and indemnitees, any rights or remedies under the Contract.
- 25.5. **Convention on Contracts Not Applicable.** To the extent permitted by Applicable Law, the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Contract.
- 25.6. **No Waiver.** If a Party fails to require performance by the other Party of any provision of this Contract, such failure in no way affects the right to require such performance at any time thereafter. No waiver by a Party of any breach or obligation by another Party will be deemed as a waiver of any prior or subsequent breach or obligation under the Contract.
- 25.7. **Cumulative Remedies.** No remedy referred to in this Contract is intended to be exclusive, but each remedy shall be cumulative and in addition to any other remedy referred to in this Contract or otherwise available under Applicable Law, and any remedy can be pursued separately or concurrently.
- 25.8. **Severability.** If any term, condition, or other provision of the Contract is held to be or made invalid by Applicable Law, or is otherwise rendered invalid, the remainder of the Contract will not be affected or invalidated thereby.
- 25.9. **Survival.** Any provisions in the Contract that by their content or nature are continuing, will survive termination or completion of the Contract. This applies particularly, but not limited to, Sections 4 (Warranty of the Work), 10.3 (Set Off), 11 (Title and Risk of Loss), 13 (Confidentiality), 14 (Indemnification), 19 (Governing Law) and 22 (Compliance Undertakings).
- 25.10. **Entire Agreement and Amendment.** The Contract constitutes the entire agreement between the Parties pertaining to the subject matter contained in the Contract. The Contract supersedes any prior or contemporaneous agreements, proposals, representations, understandings, or communications between the Parties (whether oral or written) pertaining to the subject matter of the Contract. No modification or amendment to the Contract will be binding unless made in writing and signed by each Party.