

**General terms and conditions for sale, delivery and payment for products of
Freudenberg Performance Materials India Private Limited**

1. Scope, general

1.1 These General Terms and Conditions of Sale, Delivery and Payment (hereinafter referred to as '**GTC**') shall apply to all deliveries, services, contracts and offers as well as related ancillary services (hereinafter jointly referred to as '**deliveries**') of various products of Freudenberg Performance Materials India Private Limited, a company under the provisions of Companies Act 2013, having its registered office at #104, Poonamalle High Road, Opposite Sindhi College, Vellapanchavadi, Chennai 600 077, India (hereinafter referred to as '**FPMIPL**') to its customers (hereinafter jointly referred to as '**Customers**').

1.2 The GTC of FPMIPL shall apply exclusively for all deliveries of products by FPMIPL. FPMIPL hereby expressly object to any deviating, conflicting or supplementary general terms and conditions of the Customer; such terms and conditions shall only become an integral part of the contract if and to the extent that FPMIPL has expressly consented to their application in writing. This requirement of consent shall apply in any case, for example even if FPMIPL carry out the delivery to the Customer without reservation in the knowledge of the Customer's general terms and conditions. In the event of participation in electronic platforms or other electronic/automated procedures of the Customer, the activation of selection fields to be activated by the system shall not constitute a legally binding consent to the respective terms of use or other general terms and conditions.

1.3 Legally relevant declarations and notifications to be made to FPMIPL by the Customer in connection with deliveries (e.g., setting of deadlines, notifications of defects, declaration of withdrawal or reduction) shall be made in writing (i.e. within the meaning of these GTC in written or text form, e.g. e-mail, letter, fax).

1.4 The invalidity of individual provisions of these GTC shall not affect the validity of the remaining provisions.

2. Offer, Acceptance and conclusion of Contract and documents

2.1 FPMIPL offers its products to the Customer based on the requirements provided by the Customer. Upon negotiation and acceptance of the said offer and these GTC's the Customer shall issue an order for purchase of products. The order or commissioning of the delivery by the Customer (hereinafter: '**Order**') shall be deemed a binding offer of contract. A contract shall only come into existence when FPMIPL accepts the Order. Acceptance by FPMIPL of the Order is expressly made conditional on Customer's acceptance of these GTC's.

2.2 **FPMIPL points out that its employees or representatives entrusted with the performance of deliveries are not authorized to make verbal subsidiary agreements or to give verbal assurances which go beyond the content of agreements already made. Accordingly, such statements made by telephone or verbally by FPMIPL's employees and representatives require the express written confirmation of FPMIPL in order to be legally effective.**

2.3 Documents and information provided in connection with offers in price lists, brochures and other documents, such as product descriptions, drawings, illustrations, descriptions of operating data and installation space, dimensions and weights are values determined to the best of FPMIPL's knowledge, which, however, only become binding through the specifications in the concluded contract. If operating, assembly and maintenance instructions are referred to in the offer, these shall form part of the concluded contract.

2.4 FPMIPL reserves the right of ownership and copyright to cost estimates, concepts, designs, drafts, drawings and other documents; they may not be changed and may only be made accessible to third parties in agreement with FPMIPL. These documents must be returned to FPMIPL on request at any time, even without a separate request, if FPMIPL is not awarded the contract.

2.5 Any changes requested by the Customer can no longer be considered after the Order has been placed, unless this has been expressly agreed between Customer and FPMIPL.

2.6 If the supplies are made under a continuing obligation whose term and periods of notice have not been expressly agreed in writing, FPMIPL shall be entitled to terminate the continuing obligation subject to a reasonable period of notice which shall generally not exceed six (6) months. Such termination shall be made in writing.

2.7 To the extent necessary for manufacturing or planning related reasons, FPMIPL's deliveries may exceed or fall short of the agreed quantity by up to 10%.

3. Description of services; Inadmissible applications

3.1 The requirements for the object of a delivery shall be conclusively described by express performance characteristics agreed in writing (e.g., specifications, markings, release, other information). The fulfillment of further requirements is not owed even if samples had been provided by FPMIPL and tested and approved by the Customer. The Customer is obliged to explicitly inform FPMIPL in advance of an Order about all essential subjective and objective requirements for the delivery item and the same shall be documented and part of the Order. In all other respects, the risk of suitability and use shall be borne exclusively by the Customer. FPMIPL reserves the right to minor or technically unavoidable deviations in physical and chemical parameters, including colors, formulations, processes and the use of raw materials, unless these are unreasonable for the Customer in the individual case. This also applies to other insignificant deviations from the agreed requirements or impairments of usability.

3.2 Accessories, packaging, assembly and other instructions, specifications or recommendations for inspection, storage, installation, testing, processing, operation or maintenance (hereinafter collectively: '**Instructions**') shall only be part of the Deliverables and be handed over by FPMIPL if they are (i) expressly agreed or (ii) can usually be expected according to the nature of the deliverables. The Customer is obliged to install the supplies in accordance with the state of the art. If there are special requirements for processing, installation and assembly, the Customer shall inform FPMIPL thereof before conclusion of the contract. If the Customer does not explicitly state any requirements in this respect, the installation risk shall be borne solely by the Customer. FPMIPL is also entitled to transmit the Instructions with the delivery or to

refer to them in delivery documents (e.g. by referring to corresponding websites). The Customer is obliged to follow the Instructions and to observe the relevant regulations such as DIN standards or other industry standards.

3.3 Information on goods (e.g. in catalogs, product information, electronic media or on labels, such as 'Best Before' information) is based on FPMIPL's general experience and knowledge and is merely indicative or labeling. Both these indications and expressly agreed performance characteristics/purposes of use do not release the Customer from checking and testing the suitability for the intended use of the goods.

4. Delivery, time of delivery, place of performance, transfer of risk, delay in delivery, acceptance and default in acceptance

4.1 Unless otherwise agreed, delivery of goods is made FCA FPMIPL WAREHOUSE/FACTORY (INCOTERM 2020). Any reference to Incoterms, unless explicitly stated otherwise, shall be deemed to refer to the INCOTERMS 2020, as published by the International Chamber of Commerce (ICC). Upon prior agreement and at the expense of the Customer, the goods will be shipped to Customer or Customer locations or any other destination. If the export/transit declaration is not completed by a carrier specified by the Customer or if any requested tax evidence is not provided, FPMIPL will charge all related costs to the Customer.

4.2 Packaging shall be charged at cost price. Unless statutory provisions state otherwise, FPMIPL does not take back transport packaging and all other packaging; they become the property of the Customer, with the exception of pallets. The Customer shall have the responsibility to properly dispose, destroy or recycle the packaging materials in compliance with the applicable regulations.

4.3 Delivery dates are estimates of approximate delivery dates, not guarantees of a particular delivery date.

4.4 An application for the opening of insolvency proceedings in India or comparable proceedings under foreign law, payment difficulties that arise or the discovery of a significant deterioration in the financial circumstances of the Customer shall entitle FPMIPL to stop deliveries immediately and to refuse the performance of current contracts unless the Customer pays the consideration or provides appropriate security at FPMIPL's request.

5. Liability for defective goods

5.1 The basis of FPMIPL's liability for defects is exclusively the agreement made on the requirements for the deliveries (see clause 3.1). If no explicit agreement has been made with the Customer regarding the requirements for the subject of a delivery, the delivery shall be free of defects if it complies with the specification valid at the time of conclusion of the contract. FPMIPL shall not be liable for public statements made by third parties (e.g. advertising statements, test institutes, customers) in connection with the product supplied by FPMIPL.

5.2 The Customer shall carry out inspection of incoming goods and give notice of defects. If a defect is discovered during the inspection or later, FPMIPL must be notified of this in writing within five (5) days after discovery of the defect and along with a detailed report. If the Customer fails to duly inspect the goods and/or notify FPMIPL of the defect, FPMIPL's liability for the defect not notified or not notified in time shall be excluded.

5.3 FPMIPL does not provide any warranty for insignificant deviations as described in section 3.1 or for design defects based on drawings, plans or other documents provided by the Customer or insofar as the defect is due to the violation of instructions in a manual, use outside the defined limits of use, unsuitable or improper use or storage, faulty or negligent handling, assembly or commissioning, natural or normal wear and tear or tampering with the delivery item by the Customer or third parties. The same shall apply if the defect is due to unsuitable operating materials, replacement materials, defective construction work, unsuitable foundation soil, chemical, electrochemical, electrical or operational influences, insofar as FPMIPL is not responsible for them.

5.4 Returns of sold and non-defective goods are generally not permitted. Any return requires FPMIPL's prior written consent. If a delivered good is defective, FPMIPL may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free good (replacement). Defective goods may only be returned after FPMIPL has confirmed the return in writing. Necessary central excise and other dispatch documents, as applicable, must be sent along with the defective goods within seven (7) days of receipt of FPMIPL's acceptance of the return. The foregoing shall be the sole obligation of FPMIPL and sole remedy available to the Customer with respect to liability related to the goods supplied under the relevant Order. If the Customer's request to remedy the defect turns out to be unjustified, FPMIPL shall be entitled to demand reimbursement from the Customer for the costs incurred as a result (in particular inspection and transport costs). Under no circumstance will a free replacement be made without receiving the defective goods at FPMIPL's works/warehouse. Any loss of excise duty or sales tax arising from non-compliance with this return procedure shall be borne by the Customer.

5.5 The warranty and all resulting rights of the Customer are conclusively regulated herein. There are no further warranty rights, neither explicit nor implicit, neither based on advertising statements, implied actions nor commercial practice. All further warranty rights are excluded, in particular those relating to a subjectively or objectively expected quality, suitability for a particular purpose, a particular type of use or freedom from third-party rights. Excluded from this are legal rights of withdrawal due to a defect of the delivery item. Notwithstanding anything contained herein or any other document exchanged between FPMIPL and Customer, there are no express warranties (other than right of title as provided under the Sale of Goods Act, 1930) or will be implied or otherwise created, including without limitation, warranty of merchantability or fitness for purpose.

6. Liability (claims for damages)

6.1 FPMIPL's total liability in respect of any and all claims for damages or losses which may arise in connection with its performance or non-performance under an Order shall in no event exceed the value of the affected Products sold under the relevant Order.

6.2 Notwithstanding anything to the contrary elsewhere contained in this GTC or the relevant Order, neither party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages. Notwithstanding any other provision of this GTC and Order attached hereto.

7. Force Majeure

7.1 'Force Majeure' shall mean the occurrence of an event or circumstance that prevents a party ('**Affected Party**') from performing one or more of its contractual obligations under the relevant contract, including this GTC, if and to the extent that the Affected Party demonstrates, that (i) such impediment to performance is beyond its reasonable control, and (ii) such impediment to performance was not reasonably foreseeable at the time of entering into the relevant contract, and (iii) the effects of such impediment to performance could not reasonably have been avoided or overcome by the Affected Party (e.g. natural disasters, war, terror, sabotage, epidemics, pandemics, government measures, embargoes, sanctions, strikes and lockouts, business interruptions; unavailability of raw materials or production materials). For the avoidance of doubt, the existence of an event of Force Majeure shall not be excluded merely because it directly affects one of FPMIPL's upstream suppliers.

7.2 To the extent and for the duration of Force Majeure, the Affected Party shall be released from its obligations and from any liability in connection with deliveries (e.g. due to delayed performance) from the time of the occurrence of the event of Force Majeure, whereby the unaffected party shall be informed thereof. In this case, FPMIPL reserves the right in particular to reduce quantities at its sole discretion or shall be excused from any obligation of deliveries till such Force Majeure continues and shall not be liable for any delay caused due to Force Majeure or if FPMIPL is not supplied (on time).

7.3 If the duration of the Force Majeure results in a party being deprived of what it had a right to expect as performance under the affected delivery, or if the effects of Force Majeure last for more than 60 days without interruption, the Affected Party shall have the right to withdraw from the affected delivery by giving written notice to the other party without any consequential financial impact for such withdrawal and the other party shall discharge the Affected Party from any such obligation or debt due to such withdrawal.

8. Prices and payment

8.1 Unless otherwise agreed in writing, FPMIPL's prices are in Indian Rupee and FCA WAREHOUSE/FACTORY plus packaging costs. Prices quoted do not include taxes, tariffs, or any similar charges, or freight, transportation, or storage charges. The Customer shall pay any such applicable taxes and charges in addition to the prices for deliveries, whether quoted or not. FPMIPL's invoices are due for payment immediately and must be paid in full, i.e. without deduction. Any banking charges or exchange rate fluctuations shall be borne by the Customer. Notwithstanding any applicable law, FPMIPL reserves the right to send invoices electronically. Unless otherwise agreed, FPMIPL only accept payment by bank transfer or any other electronic mode as approved by Reserve Bank of India.

8.2 Any increase of more than 5% in raw materials, wages, energy and other costs not attributable to FPMIPL, including, without limitation, increases related to any extra costs resulting from changes in laws, statutes, regulations, tariffs, and/or other regulatory compliance matters impacting the production costs or pricing, shall entitle FPMIPL to make corresponding price adjustments. The Customer will be notified of the respective change in writing. At the same time, the Customer will be expressly informed that the respective change will become a part of the contract existing between the contracting parties if the Customer does not object to this change in writing within a period of three weeks from the announcement of the change in the applicable price. If the Customer objects, either party shall have the right to terminate the contract by giving ten working days' written notice.

8.3 In the event of partial deliveries, each delivery may be invoiced separately. If no prices have been agreed upon conclusion of the contract, FPMIPL's prices valid on the day of conclusion of the contract (see clause 2.1) shall apply.

8.4 The date of receipt of payment shall be the date on which the amount is received by FPMIPL or credited to its bank account. In the event of Customer's default in payment, FPMIPL shall be entitled to charge interest at the lower of (i) the statutory rate and (ii) 5% p.a. above the applicable central bank's base interest rate.

8.5 FPMIPL does not pay interest on pre-payments or payments on account.

8.6 Upon request, the Customer shall immediately provide FPMIPL with tax (voucher) evidence (including confirmation of receipt) which is required under the applicable statutory provisions to prove the VAT/GST or sales tax exemption for cross-border deliveries. If the Customer does not comply with a corresponding request without undue delay, he shall be obliged to reimburse FPMIPL for the amount of VAT/GST or sales tax, interest and any related costs and expenses assessed against FPMIPL against delivery of a corrected invoice with VAT/GST or sales tax. The Customer shall inform FPMIPL immediately of any change in its VAT/GST identification number.

8.7 If the local VAT/GST law allows that the recipient of a service/supply issues the invoice for the corresponding transaction (so-called self-billing) and both parties agree on this the Customer is obliged to make sure that the issued self-billing invoice matches the corresponding local VAT/GST law requirements. If any fees, penalties, other financial or legal obligations arose for FPMIPL based on an incorrect treatment of the self-billing process by the Customer, the Customer has to offset the incurred costs.

9. Assignment and right of retention; set-off

9.1 The Customer shall only be entitled to assign its claims arising from the contractual relationship with FPMIPL's prior written consent.

9.2 Offsetting (including invoice reductions) on account of any counterclaims of the Customer which are disputed by FPMIPL or which have not been finally determined by a court of law shall not be permitted.

10. Retention of title

10.1 Title and risk on the products supplied by FPMIPL under the Order shall be passed on to the Customer upon delivery of the same free-carrier or upon delivery of the same to the location informed by the Customer, as the case may be agreed between the Customer and FPMIPL.

10.2 In case of breach of contract by the Customer, in particular in case of non-payment of the purchase price due, FPMIPL shall be entitled to suspend any further deliveries and / or terminate the contract by written notice, without prejudice to its right to claim all outstanding amounts and any other remedies available under applicable law.

11. Statute of limitation

Notwithstanding any conflicting mandatory statutory provisions, the general limitation period for claims arising from defects of material and defects of title pursuant to Clause 6 shall be one year from delivery at the place of performance.

12. Third party property rights

12.1 If FPMIPL has been commissioned according to drawings, samples or plans submitted by the Customer, the Customer shall be liable for the non-existence of related industrial property rights, copyrights or other rights of third parties or for the fact that no intellectual property of third parties is infringed by their use and furthermore that no statutory or regulatory prohibitions are violated.

12.2 To the extent of its liability pursuant to Section 12.1, the Customer shall be obliged to indemnify FPMIPL against all claims asserted against FPMIPL by third parties on the grounds of or in connection with the deliveries. This indemnification obligation shall also extend to all necessary expenses incurred by FPMIPL from or in connection with the claim by a third party.

13. Confidentiality

13.1 'Confidential Information' shall mean all information, recipes, drawings, models, tools, technical records, process methods, presentations, software and other technical and commercial know-how made available by FPMIPL - in whatever form (in writing, orally, electronically, etc.) - or obtained by the Customer through FPMIPL, as well as work results achieved in connection therewith, insofar as these are marked as confidential or their confidentiality results from the circumstances of the disclosure or the nature of the information. However, information shall not be deemed to be confidential in this sense if (i) the Customer has developed such information itself and independently of the receipt of Confidential Information from FPMIPL, (ii) such information was public knowledge at the time of its disclosure or later becomes public knowledge through no fault of the Customer, (iii) such information was already known to the Customer or later becomes public knowledge without any breach of law recognizable to the Customer, (iv) there is an official or judicial duty of disclosure or a legally mandatory right of disclosure for such information. The Customer shall be obliged to inform FPMIPL without undue delay, enclosing any evidence required for this purpose, if it wishes to invoke one of the aforementioned exceptional circumstances vis-à-vis FPMIPL.

13.2 The Customer shall be obligated to keep all Confidential Information secret, even beyond the duration of the business relationship, not to disclose it to third parties and not to use it in its own business for purposes that go beyond the specific purpose of the contract concluded with FPMIPL. Confidential Information may only be made available directly or indirectly to persons who are not in a competitive relationship with FPMIPL and who must have knowledge of the Confidential Information within the scope of the business relationship and who have been obligated to maintain secrecy to the extent permitted by law in accordance with the provisions of this Section 13. Beyond the purpose of the contract, Confidential Information (in particular cost estimates, drafts, design drawings, experience reports, business information, customer lists, contractual information, prices, product volumes, areas of application of the products, process descriptions and material analyses) may not be modified, reproduced or published without FPMIPL's prior consent, nor may it be used to register FPMIPL's own industrial property rights (e.g. patents or designs) or those of third parties.

13.3 Furthermore, product samples, prototypes, etc. handed over by FPMIPL may not be analyzed, decompiled, modified or disassembled with regard to their composition, either by Customer or by third parties ('**reverse engineering**'), unless the latter is technically absolutely necessary for the realization of the project and that Customer has obtained written consent of FPMIPL for such reverse engineering.

13.4 FPMIPL reserves all rights to the Confidential Information disclosed by FPMIPL, in particular property rights and copyrights; any kind of license thereto shall require a separate agreement. All documents submitted by FPMIPL in connection with offers shall be returned to FPMIPL at FPMIPL's request at any time and without being requested, in any case if the order is not placed with FPMIPL. The Customer shall not be entitled to a right of retention with regard to Confidential Information or corresponding documents or materials.

13.5 The contractually agreed protection of Confidential Information under this Section 13 shall be independent of and in addition to the applicable statutory provisions on information protection.

14. Compliance

14.1 With regard to the existing business relationship with FPMIPL, the Customer undertakes to comply with all laws applicable to it as well as the specifications in

compliance codes notified to it by FPMIPL, upon request, or other specifications, guidelines or codes pursuant to the laws on corporate due diligence in supply chains. As soon as deliveries have left FPMIPL's respective premises, the Customer shall be solely responsible for compliance with the above provisions and shall indemnify FPMIPL against all claims and costs (including reasonable attorneys' and consultants' fees or administrative fees or fines resulting from said violations) incurred by FPMIPL due to a violation of law by the Customer, its affiliates or employees, representatives and/or vicarious agents, unless the Customer is not responsible for such violation.

14.2 FPMIPL's offer or the Customer's Order is subject to the granting of an export license by the authorities, if any. A promised delivery date is also subject to the availability of the export license. Delivery times may be delayed beyond FPMIPL's control.

14.3 The Customer undertakes not to resell the goods to other buyers without ensuring that the delivery complies with the relevant (DE, EU, GB and US) export control regulations. The Customer acknowledges that the provision of certain products, technologies or services by FPMIPL may require the acquisition of a license (or similar requirement) from the German Federal office of Export Control (BAFA) or other regulatory authority. The Customer agrees that any delay in providing or failure to provide such products, technology or services caused by FPMIPL's failure to obtain such license (or similar requirement) in a timely manner (or at all), a. does not represent a breach or non-performance by FPMIPL of any of the foregoing documents or any other express or implied obligation of FPMIPL to the buyer, and b. does not create under liability for or other obligation incumbent upon FPMIPL. The Customer undertakes to provide FPMIPL with complete information on the intended use of the goods at the latest at the time of submission of the offer and in good time prior to deliveries to arms embargo countries.

14.4 The Customer ensures that the goods delivered by FPMIPL will not be used, either wholly or partially, for the following purposes:

- nuclear explosives;
- activities related to the development or production of chemical or biological weapons;
- activities related to the development, production, maintenance, or storage of missiles suitable for delivering the aforementioned weapons;
- military purposes or by a military end-user in Russia or Belarus.

Furthermore, the goods purchased from FPMIPL may not be sold, delivered, transferred, or exported, in whole or in part, to natural or legal persons, organizations, or entities in or from Russia, Belarus, Iran, and/or the sanctioned regions of Ukraine,

nor may they be intended, in whole or in part, for use in the aforementioned countries and territories. The goods purchased from FPMIPL that are subject to EU export control sanctions may also not be sold, delivered, transferred, or exported, in whole or in part, to other natural or legal persons, organizations, or entities unless these natural or legal persons, organizations, or entities undertake not to sell, deliver, transfer, or export these goods to natural or legal persons, organizations, or entities in/from or for use in Russia, Belarus, Iran, and/or the sanctioned regions of Ukraine. The Customer will provide FPMIPL with an end-user certificate upon request.

14.5 In the case of deliveries requiring approval, the Customer undertakes to provide FPMIPL with the licensees of the export or transfer permits requested by the authorities in the Customer's country at the latest at the time of delivery.

14.6 In the event of a breach of the above provisions, FPMIPL is entitled to terminate the business relationship with the Customer for good cause without notice and/or to suspend it in whole or in part with immediate effect. The Customer shall indemnify FPMIPL against all liabilities, losses, claims, demands, expenses, costs, damages, fines, or penalties arising from any legal disputes or (official) proceedings or measures resulting from the Customer's failure to comply with the above provisions. This includes, in particular, the necessary costs of legal defense.

15. Place of performance, place of jurisdiction and applicable law

15.1 The place of performance for all rights and liabilities arising from the contractual relationship, in particular from FPMIPL's deliveries, shall be as agreed in the agreed Incoterm or if no Incoterm has been agreed it is the respective location from which the delivery is made.

15.2 These GTC, the purchase and sale of goods hereunder, the entire legal relationship between FPMIPL and the Customer and any dispute or controversy relating thereto shall be governed and construed according to the laws of India and shall be subject to exclusive jurisdiction of Courts in Chennai, Tamil Nadu India. The jurisdiction for all disputes arising out of or in connection with these GTC and any transaction governed by these GTC, shall be referred to arbitration by a sole arbitrator to be agreed upon by the Parties and shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Should the Parties be unable to agree upon a sole arbitrator, both Parties shall nominate one arbitrator each and the arbitrators so nominated shall nominate a third arbitrator. Arbitration shall be held in Pune, India and will be conducted in English. The decision of the arbitrators shall be binding on the Parties herein.