BLUESTAR SILICONES

GENERAL TERMS AND CONDITIONS OF SALES

1. DEFINITIONS:

Agreement: Buyer's Order, together with Seller's Confirmation, Seller's GTC and Code. Where the parties have signed an agreement, it means that agreement, Seller's GTC and Code.

AI Technology: any form of artificial intelligence, machine learning, or other automated data processing or analysis technology.

Buyer: the buyer of the Goods under the Agreement.

Buyer Products: any of Buyer's products, goods or processes that utilise the Goods.

Code: the Code of Conduct for Bluestar Silicones' Business Partners, published on www.bluestarsilicones.com

Confidential Information: any non-public, proprietary, or sensitive information or derivatives thereof disclosed in writing, orally, electronically, or by any other means by one party ("Discloser") to the other party ("Recipient") that is marked as confidential or similarly identified, including, inter alia, pricing, Specifications, copyright material, manuals, procedures, samples, know-how and trade secrets, excluding information that (i) is or becomes public through no breach of the Agreement;(ii) was known by the Recipient without an obligation of confidentiality prior to disclosure; or (iii) is independently developed by the Recipient without reference to the Discloser's Confidential Information.

Confirmation: Seller's written confirmation of Buyer's Order, which shall be deemed to incorporate these GTC in full, and which may include amendments to the Order.

Delivery: delivery of the Goods at the Delivery Point.

Delivery Date: the date or range specified for Delivery in the Agreement.

Delivery Point: the place specified for Delivery in the Agreement.

Dispute: any dispute or claim that arises out of or in connection with the Agreement, or its performance, validity or enforceability, including non-contractual Disputes.

FM: 'force majeure', meaning any circumstance outside a party's reasonable control including but not limited to acts of God, extreme weather and natural disaster, epidemic/pandemic, fires, explosions, restrictions in power supply, terrorist attack, cyber-attack, war or threat of war, armed conflict, civil commotion or riots; contamination from nuclear, chemical or biological sources; any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent to Seller; breakdown or disablement in Seller's means of transportation of the Goods, plants or equipment; any labour or trade dispute, strikes, industrial action or lockouts; and non-performance by Seller's suppliers or subcontractors, Seller's inability to obtain materials, or other supply chain disruptions. Financial hardship or loss of profitability is not FM.

Goods: Seller's goods, products or services, as described in the Agreement.

Governing Law: the law of the Governing Place.

Governing Place: the country (including state, province, or local equivalent) in which Seller has its place of legal incorporation.

GTC: these General Terms and Conditions of Sales.

ICC / ICC Rules: the International Chamber of Commerce / the ICC Rules of Arbitration.

Incoterm: the incoterm prevailing at the time of the sale as defined in the latest edition of the ICC's International Rules for the interpretation of trade terms, unless otherwise agreed.

Interest Rate: the lower of: (i) the European Central Bank interest rate for the main refinancing operations plus 8% per annum, or (ii) the maximum rate permitted by law.

Liability: every kind of loss, damage or liability arising out of or in connection with an Order or any Agreement (or the Goods supplied pursuant to the Agreement) including in contract, tort (including negligence), misrepresentation, restitution or otherwise, and howsoever arising.

Order: any order that Buyer places with Seller for the purchase of Goods, whether online, by email, telephone or otherwise.

Packing: any packaging or material used to hold, protect, handle, deliver and present the Goods, which is supplied or lent by Seller to Buyer.

Price: the price for the Goods specified in the Agreement excluding VAT/tax.

Seller: the Bluestar Silicones entity that confirms the Order, or that is specified in the Confirmation

Specifications: the quality specifications for the Goods, which if not set out in, attached to, or incorporated by reference in the Agreement shall be Seller's current specifications for the type of Goods specified or confirmed in the Confirmation, which are available to Buyer on request to Seller.

2. OUR AGREEMENT

2.1 Buyer's Order constitutes the acceptance by Buyer to purchase Goods from Seller in accordance with Seller's quotation (if applicable), these GTC and the Specifications. Seller's Confirmation constitutes Seller's acceptance of Buyer's Order on the terms set out in these GTC, together with any additional terms/conditions accepted or modified in the Confirmation.

2.2 In the event of any conflict of provisions in the Agreement, the following order of precedence shall apply: (i) Signed Agreement (if applicable) (ii) Confirmation, (iii) GTC/Code, (iv) Order.

2.3 The Agreement constitutes the entire agreement with respect to its subject matter. Any prior representations/statements, additional or different terms or conditions that Buyer seeks to include are hereby rejected by Seller and shall not be binding unless expressly consented to in writing by one of Seller's authorised representatives.

3. GOODS, SPECIFICATIONS, CLAIMS

3.1 Seller warrants that the quality of the Goods shall be as per the Specifications at the time the Goods are dispatched by Seller. Buyer is solely responsible for requesting the Specifications and determining the suitability of the Goods for any particular use or application, including for Buyer Products. The Goods may only be distributed to third parties (except for Buyer's affiliates/Buyer group companies) to the extent that the parties have agreed to a distribution agreement.

3.2 Unless otherwise agreed, a +/- 2% tolerance shall apply to any quantity of Goods in the Agreement. Seller shall not be in breach of the Agreement if the delivered quantity is within this tolerance, however Buyer shall only pay for the quantity so delivered.

3.3 Buyer must inspect the Goods on receipt and must notify Seller of any quality or quantity claim without undue delay and under any circumstances within 30 days of Buyer's receipt of the Goods, or within 30 days after discovery (if the defect is not apparent upon such receipt and inspection), together with supporting documents and information, failing which such claim shall be time barred and Seller shall have no Liability to Buyer.

4. DELIVERY AND RISK

4.1 If the Delivery Point/Incoterm is not specified in the Agreement, Delivery shall take place and risk shall transfer to the Buyer upon Seller's provision of the Goods to the carrier at the point of origin.

4.2 Delivery Dates are indicative estimates given by Seller without guarantee, unless otherwise specified. Save in the case of Seller's wilful misconduct or gross negligence and subject to clause 8.2, delays in Delivery shall not entitle Buyer to reject the Goods, terminate the Agreement, or claim damages.

4.3 Where the Agreement specifies multiple deliveries or specifies a term arrangement but does not specify Delivery Dates and delivery quantities, the Deliveries and quantities will be reasonably evenly distributed over the delivery range, unless otherwise agreed.

5. PACKING MATERIALS / PACKAGING

5.1 Buyer is deemed to be aware of and shall comply with all applicable laws, regulations and rules relating to Packing, including its use, disposal and waste.

5.2 Packing is solely intended for use with the Goods and not for any other purpose.

5.3 Packing lent by Seller to Buyer remains Seller's property, and Buyer shall be its bailee. Seller may invoice Buyer for replacement or repair of delayed, lost, damaged or destroyed Packing.

5.4 If Seller transfers ownership of Packing to Buyer, Buyer shall then be responsible for the Packing, and Buyer shall remove all Seller markings, logos and identifiers prior to reuse.

5.5 Seller shall have no Liability to Buyer or any third party where Buyer fails to comply with any part of this clause, or of any use or reuse of Packing once ownership has been transferred to Buyer.

6. PRICE, PAYMENT AND TAXES

6.1 Buyer shall reimburse Seller for all increases in or new import duties or tariffs that Seller may be required to pay with respect to the Goods.

6.2 Buyer shall make all payments by or before the due date, in full without deduction, withholding or setoff. The existence of any Dispute shall not affect Buyer's obligation to pay in full and on time.

6.3 Where there are multiple deliveries under any Agreement, the Price for each delivery (and any other applicable costs) shall be invoiced and fall due individually. No delay or Dispute for one delivery shall entitle Buyer to delay or withhold payment for others.

6.4 Unless otherwise agreed the due date for invoices is 30 days from date of invoice. Late payments will automatically result in Buyer being invoiced for Seller's reasonable costs of debt recovery. Invoices not paid by the due date shall accrue interest at the Interest Rate. In addition, as compensation for recovery costs, a fixed sum as well as any additional costs of the recovery of the original invoice (to the extent reasonably incurred), shall be payable.

6.5 Representations, warranties and agreements of the Buyer in any application for credit from Seller are hereby incorporated by reference. Credit terms are subject to change at any time by Seller in its sole discretion.

7. FORCE MAJEURE

7.1 If, due to FM, either party is prevented from or delayed in performing its obligations (other than payment), then the affected party shall promptly notify the other party, and the affected party shall not be in breach of the Agreement or otherwise incur any Liability for such failure or delay. The time for performance of the affected obligations shall be extended until the FM ceases.

7.2 If FM continues for 45 consecutive days or more, either party may terminate the Agreement without any Liability to the other.

8. SUSPENSION AND TERMINATION

8.1 Without affecting any other right or remedy of Seller, Seller may suspend or terminate the Agreement immediately if any of the following occur:

(a) Buyer fails to pay any invoice when due.
(b) Buyer fails to accept a Delivery when tendered by Seller.
(c) Buyer commits a material breach of the Agreement, and if such breach is remediable, fails to remedy it within 30 days of being notified to do so.
(d) Buyer becomes unable to pay its debts as they fall due, or enters into any form of receivership, administration, liquidation, bankruptcy, winding up, or any composition or arrangement with its creditors, or suspends or threatens to suspend its business, or in Seller's reasonable opinion has suffered a material adverse change in its financial standing.
(e) Seller reasonably believes there has been or will be a breach by Buyer of clause 9.
(f) Seller reasonably believes that Delivery would infringe applicable law or the Agreement.

8.2 The Buyer may as its sole remedy cancel a Delivery if Seller has failed to deliver the Goods to the Buyer within 45 days of the Delivery Date, where such Goods have not yet been dispatched and where such failure is not due to FM or any fault of the Buyer. In such case, Seller shall not be required to dispatch the Goods and Buyer shall not be required to receive or pay for the Goods. Clause 11 shall apply in any event.

8.3 A termination pursuant to this clause shall not affect any accrued rights and obligations of the parties, nor shall it affect any provision of the Agreement that expressly/impliedly is intended to continue in force on or after termination.

9. COMPLIANCE

9.1 Buyer and Seller shall in connection with the Agreement comply with all applicable laws, statutes and regulations and codes, including but not limited to Seller's Code.

9.2 Buyer shall not place an Order or take any action or make any omission (whether in connection with the Agreement or otherwise) that may expose Seller to a risk of: becoming sanctioned or being placed on any list of sanctioned or specially designated persons or asset freezes; violating any economic, trade or financial sanctions imposed by a relevant sanctioning body, including but not limited to China, United Nations, EU, USA, and the UK; or being subject to investigation by a relevant sanctioning body.

9.3 Buyer shall obtain any prior authorization, approval or license necessary for Buyer to lawfully sell, transfer, export or re-export the Goods to the extent applicable.

10. INDEMNITY

Buyer shall indemnify, hold harmless and defend Seller against all Liability, costs and expenses (including reasonable legal fees), arising out of or in connection with (i) any actual or alleged infringement of a third party's intellectual property rights, (ii) supply or use of Buyer Products, (iii) Buyer's failure to comply with a term of the Agreement.

11. LIMITATION OF LIABILITY AND EXCLUSIONS

11.1 SELLER'S MAXIMUM LIABILITY TO BUYER SHALL BE (AT SELLER'S OPTION) LIMITED TO REPLACEMENT OF NON- CONFORMING GOODS OR AN AMOUNT NOT EXCEEDING THE PRICE OF THE SPECIFIC GOODS FOR WHICH DAMAGES ARE CLAIMED.

11.2 SELLER SPECIFICALLY EXCLUDES ALL LIABILITY TO THE BUYER FOR PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES, AND SPECIFICALLY EXCLUDES ALL LIABILITY TO THE BUYER FOR LOSS OF PROFITS; LOSS OF SALES, BUSINESS OR CONTRACTS; LOSS OF ANTICIPATED SAVINGS; AND LOSS OF OR DAMAGE TO GOODWILL.

11.3 THE WARRANTIES MADE BY SELLER IN THE AGREEMENT ARE SELLER'S SOLE WARRANTIES WITH RESPECT TO THE GOODS. SELLER SPECIFICALLY EXCLUDES ANY TERMS, WARRANTIES OR CONDITIONS IMPLIED BY LAW (WHETHER STATUTORY, COMMON LAW OR OTHERWISE), INCLUDING IN PARTICULAR (BUT NOT LIMITED TO) ANY WARRANTIES OR TERMS AS TO MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE; BY TRADE CUSTOM/PRACTICE; BY ANY COURSE OF DEALING; THAT BUYER SEEKS TO IMPOSE/INCORPORATE; OR FROM ANY OF SELLER'S ADVERTISING, WEBSITES, BROCHURES, CATALOGUES, OR SIMILAR SOURCES.

11.4 SELLER'S LIABILITY UNDER CLAUSE 8.2 SHALL BE LIMITED TO BUYER'S DIRECT, REASONABLE AND DOCUMENTED COSTS RESULTING FROM THE LATE DELIVERY AND IN ACCORDANCE WITH THIS CLAUSE 11.

11.5 UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT, ANY CLAIM AGAINST SELLER MUST BE MADE WITHIN 30 DAYS OF THE DATE THE CAUSE OF ACTION ACCRUED AND UNDER NO CIRCUMSTANCES LATER THAN 12 MONTHS AFTER DELIVERY, FAILING WHICH IT SHALL BE TIME BARRED.

11.6 NOTHING IN THIS CLAUSE, THESE GTC OR ANY AGREEMENT LIMITS LIABILITY IN CONTRAVENTION OF THE GOVERNING LAW OF THE AGREEMENT, INCLUDING BUT NOT LIMITED TO LIABILITY FOR FRAUD, OR FOR DEATH/PERSONAL INJURY THAT IS CAUSED DELIBERATELY OR NEGLIGENTLY.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 Any Agreement or Dispute shall be governed by and construed in accordance with the laws of the Governing Place, as defined above.

12.2 If both Buyer and Seller have their legal incorporation in the Governing Place, Disputes shall be resolved by the competent court of the Governing Place. Otherwise, Disputes shall be referred to and finally resolved by arbitration under the ICC Rules, which rules are deemed to be incorporated by reference to this clause. The seat or legal place of the arbitration shall be the capital city of the Governing Place unless otherwise agreed in writing. The language used shall be English. For Disputes of US$200,000 or less, there shall be one arbitrator, appointed by the ICC, and the parties agree that Seller may elect that the ICC Expedited Procedure shall apply pursuant to ICC Rule 30(2)(b). For Disputes exceeding US$200,000, there shall be 3 arbitrators, appointed in accordance with the ICC Rules.

12.3 The United Nations Convention for the International Sale of Goods does not apply.

13. CONFIDENTIALITY

13.1 Seller and Buyer shall maintain the confidentiality of the other party's Confidential Information and shall not disclose, publish, or disseminate such information to any third party without the prior written consent of the Discloser, except to those employees or agents who need to know the information to perform obligations under this Agreement and who are bound by confidentiality obligations no less restrictive than in this Agreement, or where such disclosure is required by legislation or by order of a competent court or governmental authority. Upon termination or at the request of the Discloser, the Recipient shall return or destroy all Confidential Information and any copies thereof, except as otherwise required by law.

13.2 Recipient is permitted to process Confidential Information, except for trade secrets, using AI Technology. However, Recipient is strictly prohibited from using Confidential Information to train, teach, or enhance the capabilities of any AI Technology. This prohibition includes, but is not limited to, using Confidential Information to improve the accuracy, reliability, or performance of any AI Technology's algorithms or models. If Recipient uses third-party AI Technology, Recipient must ensure that it complies with the restrictions and requirements outlined in this Agreement.

14. OTHER PROVISIONS

14.1 If any provision or clause of these GTC or any Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified or deleted to the minimum extent necessary to make it valid, legal and enforceable. This shall not affect the validity and enforceability of the remaining provisions and clauses of the Agreement.

14.2 Buyer may not assign or otherwise transfer the Agreement.

14.3 The Agreement may only be amended by a written and signed agreement of Buyer and Seller.

14.4 No failure or delay to exercise any right or remedy shall constitute a waiver.

14.5 No one other than the Buyer or Seller may enforce a term of the Agreement or rely upon it.

14.6 Notices must be given in writing; email shall be acceptable if such contact details are specified in the Agreement. Seller shall be entitled to serve notices upon Buyer using the contact details of the person placing the Order or as otherwise set out in the Order. Buyer shall be entitled to serve notices on Seller using the contact details set out in the Confirmation or as otherwise stipulated by Seller from time to time. The recipient of a notice shall upon request promptly acknowledge receipt.

14.7 To the extent Seller data is stored on Buyer's systems, Buyer shall implement appropriate cyber security measures and systems and otherwise use best efforts to maintain its cyber security, have in place appropriate plans and procedures to allow it to respond efficiently and effectively to a cyber security incident, and regularly review its cyber security arrangements to verify its application in practice and maintain and keep records evidencing the same which shall be presented to Seller upon request. If requested by Seller, Buyer shall provide the report of an independent audit of its cyber security implementation or allow Seller to conduct such audit. Buyer shall immediately notify Seller (via **itsec@bluestarsilicones.com**) of any cyber security incident which may affect Seller.

14.8 To the extent that Buyer processes personal information that has been received from Seller, Buyer shall ensure - in coordination with Seller - an adequate level of data protection or appropriate safeguards as required by applicable data protection regulations, including but not limited to the European General Data Protection Regulation.

14.9 If permitted by law, Seller retains title to the Goods until full payment, including incidentals. If payment is late or remains unpaid, Seller can demand the return of Goods, with return costs borne by Buyer. Goods at Buyer's premises are deemed unpaid. Buyer cannot grant third-party rights limiting this clause. If Buyer sells or loses unpaid Goods, resulting claims against customers, insurers, or other third parties are assigned to Seller up to the amount owed to Seller, and Buyer shall inform the relevant parties of such assignment. In case of Buyer's insolvency, Buyer must immediately cease selling unpaid Goods and notify Seller within 24 hours. Buyer must store, protect, insure, and identify unpaid Goods as Seller's property. Seller co-owns products incorporating unpaid Goods proportional to their value. The above provisions are without prejudice to any claim for damages for total or partial failure to pay the Price.

15. SPECIAL JURISDICTIONAL PROVISIONS

Where the Governing Place is outside the EU/EEA: The Price and terms herein specified may be adjusted by Seller at any time by written notice from Seller dispatched at least fifteen (15) days prior to the effective date of such price adjustment. Buyer may reject such Price adjustment, provided this is done by giving Seller written notice within 15 days of the date of Seller notice. A rejection shall release Seller from the obligation to sell or deliver to Buyer until such time as Seller and Buyer have agreed on the Price of the Goods in writing

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