

**General Terms and Conditions of Sale**  
**Wacker Silicone Manufactured Innovations LLC**

1. **Scope of General Terms and Conditions.** These General Terms and Conditions govern all purchase orders and other contracts (individually and collectively, this “Contract”) in which buyer (“Buyer”) purchases or accepts goods or products (individually, a “Product” and collectively, the “Products”) from Wacker Silicone Manufactured Innovations LLC (“Seller”). All other terms of purchase or sale in any purchase order, order confirmation, invoice or other Buyer document are rejected unless expressly accepted in writing signed by at least two (2) of Seller’s authorized signatories.
2. **Payments, Costs, Credit, Quantities, Orders, and Disputed Amounts.** Any pricing offered, whether contained herein or in Seller’s quotes, order confirmations, or other documents, is **not** considered a “firm offer” under any local, state, or federal law, code, regulation, rule, or statute. Buyer shall pay for each shipment of Products whether or not Buyer has any claims or defenses arising out of other shipments. Seller’s agreement to ship without payment is an extension of credit that is a financial accommodation to Buyer and may be stopped or changed at any time at Seller’s sole discretion. Buyer shall reimburse Seller for all taxes, as well as any additional costs arising from customs, duties, tariffs, and other governmental charges that are required to be paid on or that are measured by the sale, production, transportation, or use of any Products. All orders by Buyer shall be in writing via separate purchase orders. Upon receipt of orders, Seller issues acknowledgement of receipt. All orders are subject to Seller’s acceptance via an order confirmation containing estimated delivery dates. Unless otherwise agreed to in writing by Seller, prices for all orders are contained in Seller’s order confirmation. Orders, once confirmed, cannot be canceled or modified without Seller’s written approval. Should Seller so agree, change fees may apply. Seller shall have no obligation to sell and deliver, and Buyer shall have no obligation to purchase, minimum quantities or volume of Products, except as expressly agreed upon in writing signed by at least two (2) of Seller’s authorized signatories. Notwithstanding anything to the contrary in the Contract, if a delivery pursuant to an order confirmation occurs at a time when set pricing is not in effect (e.g. after the expiration of an agreed upon or initial price period, if any), the parties shall negotiate updated pricing in good faith. Such previously agreed upon pricing shall not be binding upon Seller if delivery is to occur after the expiration of any previously agreed upon pricing, if any. Buyer shall have no right of “set-off” or withholding against properly payable invoices issued by Seller or any business affiliated with Seller. Payment of the purchase price shall be due at the remittance address shown on the Seller’s invoice 30 days following the date of Seller’s invoice unless otherwise agreed in writing. Seller may charge interest at a rate of one percent (1%) per month on all balances outstanding past the due date. Buyer shall pay all of Seller’s reasonable costs and expenses (including reasonable collection agency and attorneys’ fees) to enforce and preserve Seller’s rights hereunder. Notwithstanding anything to the contrary herein, Seller reserves the right to adjust pricing and/or Product quantities/volumes at any time between Seller’s acknowledgement of a purchase order and delivery of the Product(s), if any event or occurrence results in an increase in Seller’s Product-related costs or expenses, or the inability to obtain inputs in sufficient volumes, including but not limited to as a result of changes in the price or availability of any raw materials, utilities, or other supplies, or logistics-related (including shipping and Customs) services or expenses, or currency fluctuations.
3. **Defaults.** Buyer will be in default of this Contract if any of the following have occurred: (1) a proceeding under 11 U.S.C. or any other federal or state insolvency law is started by or against Buyer; (2) Buyer fails to pay for any one or more shipments within the time specified; (3) if, in Seller’s estimation, Buyer appears to be insolvent and/or generally unable to pay its debts when due and Buyer cannot provide adequate assurance of future performance; or (4) Buyer is otherwise in breach of this Contract. If Buyer defaults, Seller may: (a) stop extending credit, change credit terms or place Buyer on “C.I.A.”; (b) suspend further shipments until any defaults have been cured and Seller has received assurances of future performance satisfactory to Seller; (c) suspend performance; (d) terminate this Contract; and/or (e) pursue any other right or remedy available at law or in equity. Buyer’s default under this or any other agreement between Buyer and Seller shall be deemed a default under all agreements between Buyer and Seller until such default is cured. Each of the rights and remedies reserved to Seller in this Section shall be cumulative, and Seller’s assertion of any right or remedy shall not preclude Seller’s assertion of any other rights or remedies.
4. **Shipping; Risk of Loss.** Unless otherwise agreed in writing, all Products will be delivered EXW (INCOTERMS® 2020) Seller’s location. Risk of loss shall pass to Buyer in accordance with the applicable Incoterm. Seller shall retain a security interest in the Products until Seller’s receipt of payment in full from Buyer. Any delivery dates or lead times provided by Seller are estimates only and subject to change without notification.
5. **Suitability of Products; Inspection.** Determination of the suitability of the Products (as well as the Product claims, labels, and use instructions) for the use(s) and application of such Products contemplated by Buyer or Buyer’s customers is the sole responsibility of Buyer. Seller’s personnel may provide information on the use and/or application of Products; however, any such information and any collaboration is provided solely for informational purposes and must be assessed and vetted by Buyer. Seller is a contract manufacturer, and as such, does not offer design, engineering, consulting, or other professional services of any kind or nature, except as otherwise expressly agreed in a signed agreement. Any information or services furnished or performed by Seller are provided on an “as-is”, “where-is” basis without any representation, covenant, promise, or warranty. In order to mitigate or reduce damages, Buyer is responsible for ensuring all Products received conform to the Contract. Buyer shall promptly, and in any event prior to use and/or comingling, inspect Products for any damage to packaging, shortage, or non-conformance to this Contract. All claims for damage to packaging, shortage, or non-conformance which could reasonably be discovered in the course of such investigation shall be waived unless Buyer notifies Seller, in writing, within thirty (30) days following the date of delivery, describing the non-conformity with reasonable specificity. Failure to promptly inspect the Products and to notify Seller in writing of non-conforming Products constitutes a waiver of all claims and actions related to the non-conformity. Buyer shall do all that is necessary or desirable to preserve nonconforming Products for inspection and testing, to avoid incurring damage for any nonconforming Products, to cooperate with Seller in implementing the remedies under this Contract, and to protect nonconforming Products until Seller has agreed to the disposition or care of the nonconforming Products.
6. **Compliance with Laws; Healthcare.** Buyer agrees to comply with all rules, regulations, ordinances and laws including those relating to Buyer’s use, sale, and/or distribution of the Products and shall reimburse Seller for any costs incurred due to Buyer’s failure to so comply. Buyer will have the sole responsibility at Buyer’s expense for filing all documents with all regulatory authorities and taking any other actions that may be required for the receipt and/or maintenance of regulatory authority approval for the commercial manufacture, distribution and sale of the Products (“Regulatory Approval”) and will provide copies of any such documents that are relevant to the terms of this Contract (e.g. specifications, test methods, master batch records etc.) to Seller on request. Seller shall be solely responsible for obtaining or maintaining any permits or other Regulatory Approvals in respect of its facility. Buyer acknowledges and agrees that Seller is subject to certain on-going reporting requirements to certain regulatory authorities in connection with its activities. Buyer shall therefore notify Seller upon its receipt of any technical complaint or any adverse event or reaction that may occur in connection with its products immediately and in no case later than forty-eight (48) hours after being aware that such event has occurred. Buyer represents and warrants that it shall only use Products in accordance with the Wacker Silicones Healthcare Policy (available here: <https://www.wacker.com/h/en-us/medias/7960-EN.pdf>) and shall reimburse Seller for any costs arising from Buyer’s failure to do so.
7. **Warranties; Buyer’s Remedy; Seller’s Liability Limitation.** Buyer is responsible for ensuring that the Products and specifications are adequate for Buyer’s needs, use, and Product claims. Any Product specification changes shall not bind Seller unless agreed in writing by Seller, as evidenced by a document signed by at least two (2) of Seller’s authorized signatories. **Seller warrants solely that the specifications of the Products will be, at the time of delivery, within the upper and lower limits of those technical data fields reflected on the Certificate of Analysis, Testing Certificate, or Inspection Certificate, as applicable, which accompanies the shipment of such Products.** Notwithstanding the foregoing, with respect to any Product manufactured, produced, labeled, packaged, or sold by Seller based in whole or in part on any design, drawing, or specification of, or provided by, Buyer or any agent, representative, subcontractor, or supplier of Buyer, Seller’s sole obligation is that Seller shall make commercially reasonable efforts to manufacture such Products in accordance with such design(s), drawing(s), or specification(s), and Seller shall in no event be liable for any error, fault, defect, non-compliance, or non-conformity arising from or related to any such specification, drawing, or design, including but not limited to any defect or non-conformity in any Product, label, or packaging. **SELLER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES RELATED TO DESIGN, ENGINEERING, OR STANDARD OF CARE, SERVICES WARRANTIES, WARRANTIES OF NON-INFRINGEMENT, AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.** Buyer’s exclusive remedy, and Seller’s sole liability, for non-conforming Products and breach of warranty shall be, at Seller’s option, replacement at Buyer’s original point of delivery or refund of the purchase price of such non-conforming Products.  
(a) Seller shall not in any respect be liable or obligated for or to any suit, claim, liability, cost, or expense, including but not limited to attorneys’ fees, for damage to persons, equipment, goods or other property, loss of production, time, or profit, or any other damage or loss whatsoever, arising out of any suits or claims resulting from or relating to Buyer’s sale of its own goods, and Buyer shall indemnify, defend, and hold harmless Seller and its shareholders, directors, officers, employees, agents, and affiliates from and against any of the foregoing, unless such claims or damages are proven, in a court with competent jurisdiction, to be due to the willful misconduct of Seller, and then only to the extent of damages described below in Section 7(b). Further, Buyer is and shall be fully liable for any losses, costs, and damages arising out of or related to any recall of Buyer’s products,

goods, or materials, irrespective of whether such recall is government mandated or otherwise, unless it is conclusively documented and proven that the negligence of Seller was the sole cause of the recall. This Section shall survive the expiration or other termination of this Contract and delivery, use, and application of the Products.

(b) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF SALES, LOSS OF USE, PRODUCTION DELAYS, OR LOSS OF GOODWILL ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS CONTRACT, IRRESPECTIVE OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding any language or provision herein to the contrary, Buyer's exclusive remedy and Seller's aggregate liability for any and all suits, claims, or actions against Seller arising out of this Contract, including but not limited to those related to delivery or non-delivery of product or in tort, is expressly limited to the price for the quantity of the Product causing the occurrence from which Buyer claims its damages were caused; and Seller's total liability under this Contract for all claims, suits, and actions, whether based in contract, tort, or any other legal theory or otherwise, shall not exceed \$250,000. All legal proceedings by Buyer relating to Product must be brought within one (1) year following the shipment date or, with respect to legal proceedings related to non-delivery, the requested delivery date, of the Product. Buyer waives all legal proceeding not brought within one (1) year and all claims and defenses that could have been asserted in such proceedings.

8. **Force Majeure; Allocation.** Seller shall not be liable for the delay of or failure to meet its obligations under this Contract, or the consequences to Buyer, arising from any event beyond Seller's control, including but not limited to: inability to obtain (on terms deemed economically and commercially practicable by Seller) raw materials, fuel or transportation; fire, floods, inclement weather and other acts of God; strikes, lockouts or other work stoppages; wars; sabotage; accidents; plant shut down; equipment failure; currency fluctuation or manipulation; production decisions not made by Wacker Chemical Corporation; and voluntary or involuntary compliance with any law. During the period of delay, and in any other times of shortage, Seller is relieved from its obligations hereunder and may allocate available Products in a fair and reasonable manner, as Seller determines in its sole discretion, without the obligation to obtain cover, or similar products, from other sources. Seller shall have the right to satisfy its own requirements and the requirements of its parent, subsidiary and affiliate companies first. Seller shall endeavor to, but has no obligation to, provide notice of any such shortages by issuing a notice of allocation, which may include Product allotment and/or caps.

9. **Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of the respective parties' successors and assigns. Neither party may assign this Contract without the prior written consent of the other, which shall not be unreasonably withheld.

10. **Governing Law; Dispute Resolution.** This Contract is deemed to be performed in, and accordingly, shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflicts or choices of law. Further, Buyer agrees and understands that the United Nations Convention on the International Sale of Goods shall have no force, effect, or application hereto, and Buyer expressly waives any right to claim such application. If a dispute arises between Buyer and Seller hereunder, Buyer shall continue to pay all amounts due under this Contract unless otherwise agreed in writing by Buyer and Seller. Any dispute arising out of or related to this Contract that cannot be resolved by agreement of the parties within a reasonable amount of time shall be litigated in the state or federal courts of Hamilton County, Tennessee, and Buyer and Seller each submit to the exclusive jurisdiction of such courts for purposes of this Contract. Notwithstanding the foregoing, Seller may, at its sole discretion and upon written notice to Buyer, require mediation as a condition precedent to either party filing suit in court. Notwithstanding anything to the contrary in this Section, Seller may at any time seek injunctive or specific performance relief from any court of competent jurisdiction. The prevailing party in any claim or action hereunder shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

11. **Proprietary Rights; Confidentiality.** All designs, drawings, specifications, samples and such other proprietary information, whether or not marked as such, made available by Seller shall be and remain the legal property of Seller, and shall be held confidential by Buyer. Buyer acknowledges Seller's right to injunctive relief with respect to the foregoing. Buyer will cease to use such proprietary information upon termination of this Contract and will promptly return to Seller any and all such designs, drawings, specifications, and all other confidential information and data furnished.

12. **Patent Infringement; WACKER Trademarks.** Seller shall, at its own expense, defend and control any suit against Buyer for infringement of any United States Letters Patent alleging the manufacture of the Products infringe any United States Letters Patent, and shall pay any award of damages assessed against Buyer in the suit to the extent only that the damages are awarded in connection specifically with the alleged infringement; however, the foregoing obligations shall not arise unless Buyer gives Seller prompt notice in writing of the institution of the suit and, to the full extent of Buyer's power to do so, Buyer permits Seller to defend and control the suit against these allegations. If a suit or claim results in any injunction or order that would reasonably prevent Seller from supplying any Product, Seller may, at its option: (i) secure an appropriate license to permit Seller to continue supplying those Products; (ii) modify the appropriate Product so that it becomes non-infringing; (iii) replace the appropriate Product with a non-infringing but practically equivalent Product; or (iv) provide a refund in the amount of the purchase price to Buyer for any Product Buyer has in inventory at the time and is prevented from using. The above fully expresses Buyer's exclusive remedy and Seller's sole responsibility with respect to infringement or alleged infringement of any intellectual property rights by the Products, and SELLER EXPRESSLY DISCLAIMS ANY OTHER WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED, WARRANTY AGAINST INFRINGEMENT with respect to the Products. Buyer understands and agrees that all WACKER branding and product names, including those owned by Seller and/or any of its affiliates, are trademarks and subject to protection under the law as such, even if the ® demarcation is not used. Such branding, names, and trademarks may not be used without written permission of Seller.

13. **Product Quality; Improvement; Consolidation; Cessation.** Seller expressly rejects any warranty or obligation related to quality assurance or specific quality guarantees, including any contained in Buyer's documents, such as supplier manuals and other "onboarding" or qualification documents, unless signed by two (2) authorized Seller signatories. Seller may, without liability or obligation and at any time: (i) cease or discontinue the manufacture and/or sale of any of the Products; and/or (ii) make iterative changes in Product manufacture (including location, method, and raw materials). Seller shall endeavor to provide notice of any such cessation or discontinuation; however, advance notice may not be possible, especially if such action is prompted by a governmental directive or suggestion, or if undertaken for the purpose of safeguarding human health or safety.

14. **Prohibited Parties.** Neither Buyer nor any person that directly or indirectly owns 10% or more of the outstanding equity in Buyer (collectively, the "Buyer Persons") is, or has been determined by the U.S. Secretary of the Treasury to be acting on behalf of, a Specifically Designated National and Blocked Person, or has otherwise been designated as (i) a person or entity with whom an entity organized under the laws of the United States is prohibited from entering into transactions or (ii) from whom such an entity is prohibited from receiving money or other property or interests in property, pursuant to Executive Orders, regulations promulgated by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), or otherwise. In addition, no Buyer Person is located in, or operating from, a country subject to U.S. economic sanctions administered by OFAC. Should Buyer be found in violation of any of the aforementioned obligations, Seller may immediately suspend sales and shipments to any and all Buyer facilities and terminate this Contract without liability and Buyer will indemnify Seller for all costs and liabilities arising from such violation.