

General Terms and Conditions of Purchase
of Indorama Ventures Mobility Krumbach GmbH & Co. KG
(as per May 2023)

1 Scope of application

- 1) For all legal relationships between the contractor and Indorama Ventures Mobility Krumbach GmbH & Co. KG. (hereinafter: Client) shall be governed exclusively these General Terms and Conditions of Purchase. Amendments and supplements must be in written form. Any conflicting or contradictory conditions of the Contractor shall not be recognized by the shall not be recognized by the Client unless the Client has expressly agreed to in writing. Verbal ancillary agreements to these General Terms and Conditions of Purchase require the written confirmation of the client to be effective.
- 2) These Terms and Conditions of Purchase shall also apply if the Client accepts delivery without reservation in the knowledge conditions of purchase of the Contractor without reservation.

2 submission and acceptance of the order

- 1) Orders are only valid if they are placed in writing, by fax or e-mail. Verbal and telephone orders shall only be binding if they have been confirmed by the client in writing, by fax or by e-mail.
- 2) Obvious errors, spelling mistakes and miscalculations in the order release the client from the obligation to comply with the information concerned.
- 3) Every order confirmation must include the price and the delivery time in writing. The order shall be deemed tacitly accepted if the Contractor does not accept it within eight days, calculated from the day on which the date of dispatch of the order letter, to the client in writing.
- 4) Every change in an order by the Contractor must be confirmed by the client in writing, by fax or E-Mail to be binding. Price increases require the prior written acknowledgement (fax or e-mail is sufficient) by the Client.

3 spare parts

- 1) the Contractor undertakes that for each order spare and wear parts are available for a period of 15 years from the date of delivery

4 delivery and service

- 1) Transportation and deliveries shall be at the risk of the Contractor carriage paid to the named destination address of the client.
- 2) The Contractor shall not be entitled to charge the Client any insurance costs for transportation insurance taken out by him.
- 3) Each delivery shall be accompanied by a delivery bill on which includes a sufficient description of the delivered goods and – if indicated on the order – the corresponding ID-number of the customer.
- 4) Unless otherwise specified by the client, to the postal address of the client is Puebla. Any specifications of the client regarding the carrier to be commissioned must be observed. Additional expenses incurred due to non-compliance with this regulation shall be borne by the contractor.

5 delivery time and delay

- 1) The binding delivery date specified in the order shall be understood as the date of delivery of the ordered goods to the prescribed place of delivery
- 2) The Contractor is obliged to inform the Client immediately in writing of any circumstances recognizable to him which may cause a delay in delivery (cases of force majeure, material shortages, work stoppages and like similar). Even in such cases, the Contractor's responsibility of the contractor for a delay for which he is responsible remains shall continue to exist.
- 3) If the Contractor is in delay of delivery the client shall be entitled to all statutory rights and claims, in particular to default interest and damages, without restriction.
- 4) In case of delay in delivery, the client is at liberty to the means which he is legally entitled to. He is also entitled to cancel the order immediately.

6 business interruption

- 1) For the duration of business interruption caused of force majeure or other unforeseeable circumstances for which the client is not responsible, the client is exonerated from the obligation to take delivery of the ordered goods.
- 2) Cases of force majeure include in particular: work interruptions due to strikes, war, fire, flooding and similar events, that significantly disrupt or shut down the client's operations.
- 3) If this business interruption lasts longer than two months, the client is entitled to withdraw from the contract without obligation to pay compensation.

7 price and payment conditions

- 1) Unless otherwise stated, the prices apply free destination address, including packaging
- 2) Invoices must be submitted in one copy.
- 3) Prepayments are not made.
- 4) At client's discretion, invoices shall be paid within 14 days with a 4% discount or within 30 days without deduction
- 5) The client has the right to return the packaging carriage paid and to deduct the amount charged him from the payment.

8 deficiency analysis

- 1) The obligation of the client to inspect the delivery for any defects is governed by the statutory provisions, unless the contracting parties have agreed otherwise in a quality assurance agreement.
- 2) Prior to delivery, the contractor must carry out a corresponding acceptance and inspection at his own expense and in doing so pay particular attention to agreed quality regulations.
- 3) Each delivery shall be checked for quantity and quality immediately after receipt of the goods, unless otherwise agreed between the contractor and the client.
- 4) Insofar as this is not possible or economically leads to significant additional expenses for the client, in particular if the material is intended for further processing, installation or the similarly, the period for the inspection of the delivery and the notification of defects contrary to § 377 of the German Commercial Code (HGB) on the part of the client use or processing of the goods. This does not apply to defects that are obvious upon inspection.
- 5) In the case of weight differences, the weight determined on the client's calibrated weighing equipment shall apply. In the event of quantity differences, the delivery quantity demined by the client's inspectors.
- 6) Insofar as the contractor has a quality assurance system according to the requirements of ISO 9001 or a comparable certified Quality assurance system. The client is allowed to have relevant audits carried out at the contractor's premises by commissioned employees after scheduling an appointment with the contractor.

9 guarantee

- 1) The Contractor undertakes to comply with the rules of technology recognized in Mexico as well as all legal provisions and regulations applicable to the service in the country of destination of the delivery known to him and, in the absence of such in Mexico, in particular the regulations, standards and guidelines issued by the legislator, the supervisory authorities, the employers' liability insurance associations and the VDE regarding execution, accident prevention and environmental protection. Regulations, laws, standards and directives apply in the latest version valid at the time of delivery. Any known changes to such regulations must be considered.
- 2) The Contractor shall inform itself about the use, location and scope of its performance to a reasonable extent. The contractor is obliged to inform the client immediately in writing of any recognizable defects in the material or concerns about the intended type of execution.
- 3) The client is entitled to the statutory claims for defects in full.
- 4) Unless otherwise agreed, the limitation period for claims for defects shall be three years from delivery. In the case of longer statutory periods (e.g. for buildings), these shall apply.
- 5) If, due to a material defect, the occurrence of a high damage is to be expected so immediately that it is no longer possible to inform the contractor of the defect and sent him a deadline to remedy the defect himself. The client is entitled to remedy the defect himself at the contractor's expense, have it remedied or procure a replacement. The client shall inform the contractor immediately about this.
- 6) Rejected parts shall become the property of the contractor as soon as they have been replaced by the contractor.
- 7) The client's claims for defects due to legal defects become time-barred three years after the defect becomes known or should have become known, but no later than ten years after delivery
- 8) If the contractor discovers serial damage, it must inform the client of this immediately. In the case of serial damage, the client shall be entitled to assert its claims for defects for all parts belonging to the series, even if the damage has only been determined parts of the delivery.