

1. General

- 1.1. This Purchase Order ("PO") is governed by these Services Terms and Conditions ("Terms") unless otherwise governed by previously agreed-to terms and conditions signed by both parties Contract" or "Contract Release", in which case this PO will be governed by the Agreement and Contract Release. Vendor shall provide the materials and services described in the PO in accordance with these Terms or a Contract and/or Contract Release, as applicable.
- 1.2. Except as provided by such separate Contract or Contract Release, Braskem objects to all additions, exceptions, or changes to these terms, whether contained in any printed form of Vendor or elsewhere, and unless presented before or after these Terms, unless approved by Braskem in writing. To the extent there are any inconsistencies between these terms and conditions and those written on the front of the PO, the latter will control.
- 1.3. The term "Agreement" as used in these Terms consists of the PO and this Exhibit A.

2. Materials

- 2.1. Vendor shall provide the materials set forth on the front of this PO ("Materials or Equipment").
- 2.2. The Goods shall be manufactured in compliance with all applicable laws, regulations and applicable industry codes ("Applicable Law") and in a safe, efficient, competent and professional manner in accordance with the highest industry standards.
- 2.3. The Goods shall meet the physical descriptions, drawings, specifications, operating conditions, and other performance and technical requirements set forth in the relevant PO or other document defining the scope of the specific purchase (the "Specifications"), as such Specifications may be updated and amended from time to time.
- 2.4. Along with the shipment of Goods, Seller will provide all documentation (in whatever medium) necessary to properly install, use, and maintain the Goods. Upon request, Seller shall also provide any reports of inspections or other quality checks which have been done, as well as a report showing the types and quantity of Goods purchased hereunder. All such documentation and other communications will be in English.
- 2.5. The shipment of Goods and/or the performance of any work (or the delivery of any deliverable arising therefrom) shall constitute acceptance by Seller of the terms and conditions contained in this Agreement and the applicable PO. Any terms contained in any invoice, future proposal or other acknowledgement of this Agreement by Seller or proposed at any time by Seller in any manner, written or oral, which add to, vary from, or conflict with the terms and conditions in this Agreement are deemed to be material alterations, and, notwithstanding any acceptance of the Goods by Braskem or other course of conduct, such terms shall be deemed to be objected to and rejected by Braskem without need of further notice thereof and shall be of no effect or in any circumstances binding upon Braskem unless expressly accepted by Braskem in writing. Written acceptance or rejection by Braskem of any particular additional term or condition shall not constitute an acceptance by Braskem of any other additional term or condition.

3. Shipment

- 3.1. Seller shall ship the Goods in accordance with the shipment and/or delivery terms and via the means of shipment specified in the applicable PO, or if none is specified, delivered to the designated ship to" location via a mode of transportation appropriate for the type, volume and value of the Goods, and taking into account the applicable delivery schedule. Seller shall comply, or cause its carrier to comply, with Braskem's facility access requirements applicable to the facility where the Goods shall be delivered.
- 3.2. Seller shall be responsible for appropriate packing, marking and protection of the Goods and for proper loading, blocking, and covering to adequately assure safe transit to the destination. No charge will be allowed for packing, shipment or handling unless stated in this Agreement or applicable PO. PO numbers shall be shown on the Packing Slips, Bills of Lading and Invoices.
- 3.3. Time is of the essence in the performance of this Agreement. Seller shall meet the delivery schedule set forth in the applicable PO. If Seller has reason to believe that a shipment will be delayed more than five (5) business days from the requested delivery date, Seller shall promptly provide Braskem with written notice of the cause of such delay and a realistic and acceptable plan to recover the delays or accelerate the delivery.
- 3.4. If Braskem is unable to accept delivery of the Goods on the delivery date set forth in the Schedule, upon request, Seller shall safely store the Goods at its premises until Braskem notified Seller that it will take delivery. Braskem will not pay for storage if Seller wishes to ship prior to Braskem's requested delivery date and Braskem is not willing to receive the Goods early.
- 3.5. Seller shall provide to Braskem all Safety Data Sheets (SDS) applicable to the Goods purchased at or before the time of the initial purchase. All updates to such SDS shall be provided to Braskem with the first shipment after updating. Seller shall send a copy of such SDS to each of Braskem's receiving facilities to the operating unit receiving the Goods, and an additional copy of the SDS to Braskem Product Safety Group, 750 West Tenth Street, Marcus Hook, Pennsylvania 19601.

4. Title; Risk of Loss

- 4.1. Title to the Goods shall pass to Braskem upon final payment therefor by Braskem or upon delivery to Braskem's premises or other site designated by Braskem, whichever occurs earlier. Unless otherwise specified in the PO, risk of loss to the Goods shall pass to Braskem upon acceptance of the Goods at Braskem's facility or other designated location, except to the extent that any loss or damage is caused by Seller's negligence, gross negligence or willful misconduct. Notwithstanding the above, risk of loss of Equipment scheduled for installation upon delivery, which installation is supervised or performed by Seller, shall pass to Braskem upon satisfactory installation.

5. Compensation

- 5.1. Unless otherwise specified, the prices stated on the front of this PO are all-inclusive. Sales and use taxes not subject to exemption shall be stated separately in Seller's invoice. Seller warrants that the prices quoted in this Order are no greater than those currently charged any other buyer for similar quantities of goods or services. Any price reduction extended to others by Seller prior to delivery shall also be extended to Braskem.
- 5.2. Invoices are payable in accordance with the payment terms set forth on the front of the PO upon receipt of a valid and proper invoice in accordance with Braskem's Invoice Procedures found at <https://www.braskem.com/usa/supplier-portal> which are hereby incorporated by reference. Invoices must be accompanied with adequate detail and back-up such as time sheets signed by Braskem. Braskem shall not pay overtime not pre-approved in writing by Braskem.
- 5.3. Braskem may withhold payment of any amounts that it disputes in good faith. Payment of an invoice shall not constitute acceptance of any products or services, and the invoice will be adjusted for any errors, shortages and defects. Any billing dispute will not be cause for Seller's non-delivery of goods or non-performance of services.

6. Ancillary Services

- 6.1. If requested by Braskem by the issuance of a Contract Release or PO, Seller shall provide Ancillary Services, including, without limitation, the following:
- 6.1.1. field support, oversight and other necessary assistance during the installation, inspection or testing of the Equipment purchased hereunder to ensure that the Equipment is working as intended,
- 6.1.2. repair of new or existing equipment, whether or not originally sold by Seller, and whether performed on Site or off Site.
- 6.1.3. All such Ancillary Services shall be performed in a good and workmanlike manner in accordance with the applicable requirements and industry standards and in accordance with the Addendum, if any attached hereto and signed by the Parties.
- 6.2. For Services provided at a Braskem facility, Seller shall ensure that Seller and its employees, subcontractors and agents comply with Braskem's safety and security standards found at <https://www.braskem.com/usa/supplier-portal> and hereby incorporated by reference. Without limiting the foregoing, Seller must comply with the site specific requirements for work done at Braskem's Seadrift or Oyster Creek facilities, as set forth at the above link to the supplier portal.
- 6.3. Upon Braskem's request, Seller shall promptly remove from Braskem's site any person under the control of Seller who violates any of the aforesaid laws, regulations or Braskem's policies or who may cause or threaten to cause a breach of the peace or who is otherwise objectionable to Braskem.

7. Cancellation of Orders; Changes

- 7.1. Braskem may, at any time after issuing a PO for Goods and prior to the date on which the Goods are shipped, change or cancel a PO, and Seller shall comply with any such change or cancellation. Vendor shall receive as its sole and exclusive remedy payment for the Goods delivered to and retained by Braskem and any Work performed and accepted as of the date of the change or cancellation or the progress payment due as of the date of the change or cancellation, as applicable.
- 7.1.1. Unless otherwise provided in this Agreement, Seller shall not charge Braskem for any cancellation or change in a PO.
- 7.2. Vendor is entitled to submit a request for a Change Order modifying the scope of work, compensation or schedule. In such event, Vendor shall follow the Change Order Protocol found at <https://www.braskem.com/usa/supplier-portal> and hereby incorporated by reference.
- 7.2.1. No additional costs will be reimbursed by Braskem without an approved Change Order.
- 7.2.2. Vendor claims entitlement to a change and Braskem responds that it does not agree, upon Braskem's instructions, Vendor shall proceed with the Work without interruption or delay, and may make a claim under the Dispute Resolution provisions. Failure to proceed with Work upon request due to a dispute over a change request shall constitute a material breach of this Agreement by Vendor.

8. Warranties

- 8.1. Vendor warrants that:
- 8.1.1. it has good and merchantable title to the Goods free and clear of any liens, restrictions, encumbrances or security interests;
- 8.1.2. the Goods conform to the Specifications and other requirements of the Agreement; and will meet any performance guarantees provided by Seller, or other requirements of the PO; and;
- 8.1.3. the Goods are of good and merchantable quality and suitable for their intended purpose, and free from any defects in design, materials or workmanship;
- 8.1.4. the Goods are new and manufactured from new parts unless otherwise specified or approved in writing by Braskem;
- 8.1.5. the Goods are consistent with any samples, models or designs provided by Seller and agreed by Braskem.
- 8.2. Unless otherwise provided in the applicable PO or other statement or scope of work, the "Warranty Period" shall be one (1) year following the later of the successful performance and operation of the Equipment/Goods in accordance with the performance or other guarantees, or the date of initial operation or usage of the Goods but no later than twenty-four (24) months from the date of Acceptance except if Seller's standard warranty for the Goods is longer, in which case the longer standard warranty period shall apply. The foregoing warranties are in addition to any express warranty or other guarantees given by Seller to Braskem or provided by law.
- 8.3. If, during the Warranty Period, the Goods or any portion thereof fail to conform to the requirements of this Agreement, or are otherwise found to be defective, within forty-eight (48) hours of discovery by Seller or notification by Braskem, such non-conforming or defective Goods shall, at Braskem's option, be repaired or replaced at Seller's sole cost and expense ("Warranty Work"). Seller shall also reimburse Braskem for the costs of all other property destroyed or damaged by the defective Goods or as a result of the Warranty Work.
- 8.4. Notwithstanding the foregoing, in the sole discretion of Braskem, the non-conforming or defective Goods or Warranty Work create an immediate risk to person or property or the Goods are critical to Braskem's operations, Braskem may undertake the Warranty Work and charge Seller for all reasonable costs associated with the Warranty Work, whether such work is done by Braskem or a third party. In no event will any work undertaken by Braskem pursuant to this Article limit, impair or void any performance or other guarantees or warranties provided by Seller.
- 8.5. Any Goods or work repaired, replaced or redone hereunder shall have the warranties herein provided for the longer of (i) the remainder of the original warranty period or (ii) twelve (12) months following the successful performance and operation of the repaired or replaced Goods or Warranty Work.
- 8.6. In addition to the above warranties, Seller shall assign to Braskem any warranties from third-parties which cover all or any part of any of the Goods, and undertake to ensure that such third-party satisfactorily performs any warranty work, if any, on its equipment or parts.
- 8.7. The warranty provisions in this Article 8 shall apply to any Ancillary Services provided under this Agreement.
- 8.8. The warranties set forth herein shall not affect or limit any of Braskem's other rights or remedies provided by the Agreement or applicable law, and shall not be deemed to establish a period of limitation or prescription within which such other rights or remedies must be asserted.

9. Release of Liens; Final Payment

- 9.1. To the full extent allowed by law, Vendor hereby waives its right to assert any mechanic's lien, security interest, or similar encumbrance ("Lien") against Braskem, its facilities or the Goods.
- 9.2. Acceptance of final payment shall constitute a waiver of all of Vendor's claims and liens relating to or arising from the Goods or this PO.

10. Indemnification

- 10.1. Vendor agrees to defend, indemnify, and hold harmless Braskem, its parents, their subsidiaries and affiliates, as well as the employees, agents, officers, directors, invitees, partners and assigns, and successors in interest of any of them ("Indemnitees") from and against any and all claims, liabilities, expenses (including reasonable attorneys' fees), losses, damages, demands, fines and causes of action caused by or arising out of (i) Vendor's failure to comply with Applicable Law or regulations, (ii) the Goods; (iii) assertion of any Lien by any person supplying labor or materials in connection with the Goods or work performed, or (iv) acts or omissions of Seller, that of its suppliers, subcontractors, agents, servants or employees, whether or not such actions or omissions occur jointly or concurrently by Indemnitees, provided, however, that Seller's obligations hereunder shall not apply to any claim, liability, expense, loss, damage, demand, fine or cause of action to the extent any of the same is established to be the result of the negligence of an Indemnitee. Seller's defense, hold harmless and indemnity requirements, as set forth above, shall also extend to injuries sustained by Seller's employees and shall not be limited by any applicable workers' compensation law or similar statute.
- 10.2. If any work is performed at Braskem's Oyster Creek and Seadrift Texas facilities, Seller agrees to indemnify, save harmless and defend The Dow Chemical Company ("Dow"), as landlord under that certain Ground Lease dated September 30, 2011 by and between Braskem and Dow, its successors, and assigns from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, (including costs of defense, settlement and reasonable attorneys' fees) arising out of, relating to or caused any act or omission of Seller.

11. Confidentiality

- 11.1. During the performance of this Agreement, Vendor will have access to Braskem confidential and proprietary information related to Braskem's operations and conduct of its business, and the technology of its plants, equipment, processes, and products ("Braskem Confidential Information"). Vendor shall protect Braskem Confidential Information against unauthorized disclosure, use it only for purposes of fulfilling its obligations under this Agreement, and restrict access to only individuals whose duties justify the need to know such information, who have a clear understanding of the obligations of this Agreement and who are legally obligated to comply with the terms of this Agreement.
- 11.2. Braskem Confidential Information includes any and all written, oral, visual, or electronic proprietary and non-public information directly or indirectly disclosed by Braskem, including without limitation data, know-how, formulas, compositions, processes, documents, designs, sketches, photographs, plans, graphs, drawings, specifications, equipment, samples, reports, customer lists, pricing information, contract terms or offers, studies, findings, inventions, patent applications, and ideas unless it falls under Article 11.3 below.
- 11.3. The foregoing provisions will not apply to information that:
- 11.3.1. is now public knowledge, or which hereafter becomes public knowledge through no act or omission of Vendor;
- 11.3.2. Vendor can show, through written records, is properly provided to Vendor without restriction by a third party lawfully entitled to do so;
- 11.3.3. Vendor can show, through written records created prior to the disclosure of the Braskem Confidential Information hereunder, was already in its possession at the time of receipt from Braskem;
- 11.3.4. is developed by or for the recipient, as evidenced by written records, independent of receipt of any Braskem Confidential Information disclosed hereunder.
- 11.4. If Vendor is required to disclose any portion of Braskem Confidential Information to third parties due to a court order, Vendor shall inform Braskem of this fact and shall take all legal measures available thereto, at its expenses, to prevent disclosure of such information or, should this not be possible, to disclose only the part of the information that is strictly necessary to comply with such court order.
- 11.5. Braskem Confidential Information will not be deemed to be within the foregoing exceptions merely because it is (i) specific and embraced by more general information in the public domain or recipient's possession or (ii) a combination which can be pieced together to reconstruct the Braskem Confidential Information from multiple sources, none of which shows the whole combination,

its principle of operation and method of use.

11.6. Upon request, but no later than the termination or expiration of this Agreement, Vendor shall promptly return to Braskem or destroy the Braskem Confidential Information and any copies thereof, with the exception of one (1) copy of this Agreement for archival purposes, and will destroy any notes, abstracts or other documents containing Braskem Confidential Information.

11.7. Vendor shall not take any photographs or videos of the Plant without prior written consent of Braskem, or if permitted, Vendor will not use or otherwise disclose such images to third parties without the prior written consent of Braskem. Any photographs or videos taken by Vendor shall be considered Braskem Confidential Information. Vendor agrees that it will include a like provision in all contracts with its subcontractors.

11.8. The existence of this Agreement and the terms and conditions of this Agreement will be considered Confidential Information. Braskem must give prior written approval of the text of any announcement, publication or other type of communication concerning this Agreement or any Project hereunder which Vendor or its subcontractors wish to release for publication.

11.9. The obligations under this Article 11 shall continue for the term of the Agreement (including any Renewal Terms) and shall survive the termination or expiration of the Agreement for as long the Confidential Information does not fall under the exceptions of Article 11.3.

12. Intellectual Property

12.1. Vendor represents and warrants, for itself and its employees, that it is the full holder, and/or is duly licensed by the respective holder in case they are held by third parties of (i) all intellectual property rights used to comply with its obligations under this Agreement, as well as (ii) the authorship (if applicable) and originality of the Goods; (iii), and warrants that neither the Goods nor use thereof by Braskem will infringe any U.S. or foreign patent, copyright, trade secret, trademark or any other property or proprietary right. Vendor shall (1) defend, indemnify and hold Braskem harmless from any claim, suit, action or proceeding for infringement or misappropriation of trade secrets in which Braskem, its parents and/or its respective subsidiaries and/or affiliates, is made a defendant whether for an alleged infringement of any U.S. or foreign patent, trademark or copyright or other property or proprietary right arising out of the Goods or use of the Goods, and (2) either (a) procure for Braskem the right to continue to use the Goods, (b) replace the Goods with an equivalent non-infringing product; or (c) with the approval of Braskem, remove the Goods and refund all payments made by Braskem for the Goods. Vendor also shall pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceeding against Braskem, its parents or their respective subsidiaries and affiliates including reasonable attorneys' fees.

12.2. Braskem shall have and Vendor hereby assigns to Braskem all right title and interest in the results of the Work. While the Work is not expected to generate new intellectual property, Vendor acknowledges that it may have access to proprietary Braskem technology while performing the Work. Therefore, Vendor agrees to assign and hereby assigns to Braskem all right title, and interest in any new inventions, discoveries, improvements or modifications made using Braskem's operations, equipment, processes or procedures, as a result of the Work, or derived from or based upon Braskem Confidential Information

12.3. Vendor shall not use, for any reason, the corporate name of Braskem and its controlled and controlling companies, as well as their trademarks and other distinctive signs, without prior and express approval of Braskem.

13. Insurance

13.1. Vendor shall procure and maintain with reputable insurers approved by the Company, rated A- VII or better by AM Best and admitted to do business in the jurisdiction where the Goods will be performed, with policies of insurance written on an occurrence basis or on a claims made basis (in which event insurance shall be maintained during the term of this Agreement and for a period of two (2) years following expiration or earlier termination of this Agreement), with limits not less than those indicated for the respective items as follows:

13.1.1. Commercial General (Public) Liability Insurance with limits of not less than \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products & Completed Operations Aggregate for Bodily Injury and Property Damage combined. Such insurance shall be written on an "occurrence" form and shall include sudden and accidental pollution liabilities. Commercial General Liability Insurance, to include but not limited to all Premises and Operations, Contractual Liability, Products-Completed Operations Liability, Fire Legal Liability, Explosion, Collapse and Underground Damage Liability, Broad Form Property Damage Liability, as well as coverage on all of Vendor's mobile equipment.

13.1.2. The Commercial General Liability policy shall be endorsed to add, or shall have an existing blanket endorsement so as to add, Braskem as an additional insured; provided, however, that Braskem shall be named as an additional insured only with respect to any claims arising out of or related to this Agreement and/or Vendor's obligations hereunder; and shall provide that the coverage afforded to Braskem as an additional insured will be primary to any other coverage available to it, and that no act or omission of Braskem shall invalidate the coverage.

13.1.3. Mutual Waiver of Subrogation - Braskem and Vendor waive all rights of subrogation against each other and against any of their respective subcontractors at any tier, and their respective agents and employees for damages except such rights as they may have to the process of such insurance, but only to the extent that the damages are covered by the insurance this Agreement requires the Parties to maintain.

13.1.4. Vendor shall provide to Braskem certificates of insurance acceptable to Braskem prior to the commencement of performance hereunder. All insurance shall: (i) provide that coverage shall not be suspended, voided, canceled, non-renewed, or reduced in scope or limits except after thirty (30) Days' prior written notice has been given to Braskem; and (ii) apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. In the event that Vendor fails to pay any premiums required to maintain the above insurance, Braskem shall have the option, but not the obligation, to pay such premiums directly and Vendor shall promptly reimburse Braskem.

13.1.5. The insurance requirement set forth herein shall not in any way limit Vendor's liability arising out of this Agreement, or otherwise, and shall survive the termination/cancellation of this Agreement.

14. Termination

14.1. Upon termination for any reason by either Party, Braskem shall have title to the Goods received and paid for, and all Work completed and in progress, and shall be entitled to all documents in whatever medium related to said Work completed and in progress.

14.2. Termination shall not relieve either party from any rights, or obligations, which accrued under law or under the terms of the Agreement prior to the date of such termination.

14.3. Termination rights in this Agreement shall be in addition to any other remedies that may be available to the non-breaching party.

15. Compliance

15.1. Vendor shall ensure that all Work done under this Agreement is performed in compliance with Applicable Law. Without limiting the foregoing,

15.1.1. Vendor shall comply with Braskem's Supplier Code of Conduct, found at: <https://www.braskem.com.br/usa>

15.1.2. Neither Vendor nor any of its directors, employees or agents shall give to or receive from any director, employee or agent of Braskem or its Affiliates any gift or entertainment of significant value or any commission, fee or rebate in connection with this Agreement.

15.2. Anti-Corruption Definitions

15.2.1. "Affiliate" means, in relation to either Party, a company which is controlled by that Party.

15.2.1.1. "Anti-Corruption Laws" mean any applicable foreign or domestic anti-bribery and anti-corruption laws, along with their implementing rules and regulations, as amended from time to time, including, but not limited to, the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act 2010 ("UKBA"), Law No. 12.846, of 2013 ("Anti-Corruption Law"), and those laws and regulations intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

15.2.1.1.2. "Personnel" include the current officers, directors, employees, or any other individual or entity currently acting for or on behalf of the relevant Party to the agreement

15.3. Anti-Corruption Compliance

15.3.1. Each Party represents and warrants that it has knowledge of the Anti-Corruption Laws and that neither party will take, directly or indirectly, in connection with, any action that violates the Anti-Corruption Laws, or otherwise cause the other this Agreement Party or its officers, directors, employees and/or Affiliates to be in violation of the Anti-Corruption Laws.

15.3.2. Each party represents and warrants that, except as otherwise disclosed to the other Party, neither it, nor any of its Personnel have been convicted of or pleaded guilty to an offense involving fraud or corruption, nor to its knowledge has any such person been included in any list maintained by the U.S. government, the government of Brazil, the European Union, or any other applicable jurisdiction as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programs.

15.3.3. Upon showing reasonable grounds and submitting a written notice, any Party shall provide the other with payment accounting records, agreements and supporting documentation regarding compliance with legal and contractual obligations relating to this Agreement and deemed reasonably necessary for assessing compliance with Anti-Corruption Laws applicable to this Agreement.

15.3.4. Any failure to comply with the Compliance provisions of this Agreement or any violation of the Anti-Corruption Laws by either party or their Personnel will be considered a breach of this Agreement. Upon written notice to the other of such breach, the non-breaching party may terminate this Agreement, effective immediately. Alternatively, the non-breaching Party may elect to notify the breaching party of its desire to have the breach remediated within a reasonable time (not to exceed 60 days) by giving details of the breach and the time for remediation in the accompanying notice. Should the breaching Party not remediate the breach as requested within the timeframe given in the notice, then the non-breaching Party shall regain its right to terminate the Agreement immediately, and without further notice.

15.4. Export and Import Compliance. Vendor shall comply with all laws, rules, and regulations governing the export or import of goods, hardware, technical information, and software of United States origin. If Vendor purchases any foreign items, it shall be the "importer of record" and is solely responsible for adhering to US Import Custom Laws. Without limiting the foregoing,

15.4.1. Vendor shall comply with all applicable rules and regulations relating to classification of data and goods, and deemed exports.

15.4.2. Vendor represents and warrants that neither it nor any Affiliate (i) is located in any country subject to United Nations, U.S. or EU economic sanctions (or acts on behalf of persons or entities located in such countries) or (ii) appears on lists of restricted or prohibited persons maintained by the United Nations, U.S., EU or the country of manufacture, origin/destination of the goods or services.

15.4.3. Vendor shall not use any supplier of goods, services or equipment which (i) is located in any country subject to United Nations, U.S. or EU economic sanctions (or acts on behalf of persons or entities located in such countries) or (ii) appears on lists of restricted or prohibited persons maintained by the United Nations, U.S., EU or the country of manufacture, origin/destination of the goods or services.

15.4.4. Vendor acknowledges that, in connection with the performance of Services hereunder, Vendor and other Vendor Parties may be exposed to information or items of Braskem, which may be restricted for export under the various export control laws and regulations of the United States. Vendor hereby represents and certifies to Braskem, under penalties of perjury, that unless otherwise approved in advance in writing by Braskem, each Vendor Party who provides Services under this Agreement or who has access to any Braskem Confidential Information or export controlled information shall be a United States Citizen or a Legal Permanent Resident Alien of the United States.

15.5. Conflict Minerals Compliance. Vendor agrees and certifies that any goods that it supplies to Braskem shall not contain any "Conflict Minerals" as defined in Section 1502(e)(4) of the Dodd-Frank Wall Street Reform and Consumer Protection Act, as amended from time to time, (at present: tantalum, tin, tungsten or gold) that originated from Democratic Republic of the Congo or any adjoining countries (which presently include Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia).

15.6. Forced Labor Compliance. Vendor agrees and certifies that none of the goods it supplies to Braskem include any content from, or that is produced in whole or in part in, the Xinjiang Uygur Autonomous Region, or otherwise contravene any of the provisions of the Uygur Forced Labor Prevention Act to jeopardize the import of Braskem products into the United States.

15.7. Any representatives authorized by Braskem may audit any and all records of Vendor and any of its subcontractors or suppliers for the purpose of determining whether there has been compliance with this Article 15.

16. Assignment

16.1. Vendor shall not assign this Agreement or any claim arising in connection therewith without Braskem's prior written consent, which will not be unreasonably withheld.

17. Records; Audit

17.1. During the Warranty Period and for two (2) years thereafter, Vendor shall permit Braskem or its designee, at reasonable intervals and with reasonable notice, to audit all pertinent books and records of Vendor to audit Vendor's compliance with the requirements of the Agreement. Such audits may include, without limitation, those relating to invoicing, safety and security measures, and quality. Each Party shall bear its own expenses associated with such inspections and audits unless such audit finds a violation of the Vendor's obligations hereunder, in which case Vendor shall be responsible for Braskem's expenses associated with the inspections and audits.

17.2. If such audit reveals any violation of Seller's obligations herein, Braskem shall notify Seller, and Seller shall promptly correct such violation. If Seller does not correct such violation to Braskem's satisfaction, Braskem may exercise its termination rights available under the Agreement or otherwise.

17.3. If the audit discloses that either Party owes money to the other, any sums due shall be paid within forty-five (45) Days after the sum due is agreed upon by the Parties or determined by a court or other dispute resolution method.

18. Force Majeure

18.1. Neither party shall be liable for, nor shall such party be considered in breach of this Agreement due to any failure to perform its obligations under this Agreement to the extent such failure is the result of a Force Majeure Event.

18.2. Within 24 hours of the occurrence of a Force Majeure Event, the affected party shall notify the other party in writing of the occurrence. In addition, as soon as practicable, but no more than seven (7) days of determining the cause of the Force Majeure Event, the affected party shall provide a written explanation of the circumstances that caused the Force Majeure Event and expected duration of the Force Majeure Event. The time for performance required of the affected party shall be extended by the period of such delay, provided the party diligently works to mitigate the effects of the Force Majeure on its performance and resumes performance as soon as is reasonably practical. Except as otherwise provided by a Change Order approved by Braskem, such extension of time is Vendor's sole recourse in the event of a Force Majeure Event and shall not be entitled to an increase in the contract price.

18.3. The term "Force Majeure" as used herein means acts of God, acts of public enemy, insurrections, riots, terrorist acts, nuclear incidents, pandemics or epidemics, quarantine, travel restrictions due to outbreaks of pandemics or epidemics, earthquakes, fires, explosions, floods, tornados, named storms, other atypical weather events, embargoes, orders, or acts of civil or military authority, curtailment, shortage, rationing or allocation of normal sources of supply of labor, materials, transportation, energy, or utilities; accident; act of God; delay of subcontractors or vendors; act of government or compliance with government regulations (whether or not valid); embargo; machinery or equipment breakdown or other causes which are beyond the reasonable control of the Party affected thereby. Neither Party shall be required to make any concession or grant any demand to bring to an end any strike or other concerted act of workers.

19. Governing Law; Dispute Resolution

19.1. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to that state's otherwise applicable conflict of laws principles.

19.2. If any claim or dispute arises involving this Agreement, Vendor will proceed with the Work and may bring a claim as provided in this Article 16. The Parties agree that any dispute that cannot be resolved amicably will first be submitted to confidential non-binding mediation under the then current American Arbitration Association ("AAA") Commercial Mediation Rules and Procedures before a mutually acceptable mediator. If the mediation has not concluded within sixty (60) calendar days of the initial written demand for mediation, either Party may then pursue litigation in accordance with Article 16.3, without further recourse to mediation. If the Parties are unable to agree upon a mediator within thirty (30) calendar days after either notifies the other in writing of its intent to mediate, the mediator will be appointed by the American Arbitration Association. Each Party will bear its out-of-pocket costs of the mediation; all other costs of the mediation, e.g., mediator fees and related charges, will be shared equally. If the Parties are unable to agree upon a site, the mediation will be held at a location selected by the mediator. A request for mediation will immediately suspend the running of any statute of limitations, until the mediation is completed or abandoned by either Party, upon giving written notice to the other.

19.3. If mediation fails, either Party may pursue litigation in the federal or state courts of the Commonwealth of Pennsylvania. Both Parties expressly waive the right to jury trial in any legal proceeding

in any way arising out of or related to this Agreement, and expressly submit to the personal jurisdiction of the courts named in this Article.

19.4. Except for any claims arising out of an audit as set forth above, Vendor's right to recover any alleged underpayment shall be waived unless a claim in writing with full supporting documents is received by Braskem within ninety (90) Days after the delivery and acceptance of the Goods.

20. Independent Contractor

20.1. Vendor and its subcontractors shall be independent contractors with respect to the work hereunder, and neither Vendor nor its subcontractors, nor any person employed by any of them shall be deemed to be Braskem's employees, servants, or agents in any respect. Nothing in this Agreement shall be construed as creating a joint venture or partnership between Braskem and Vendor, as an independent contractor under this Agreement, shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder and any Provisions which may appear to give Braskem the right to direct Vendor as to details of doing the work herein covered or to exercise a measure of control over the work will be deemed to mean that Vendor will follow the desires of Braskem in the results of the work only.

21. Miscellaneous

21.1. Amendment. No amendment, modification or supplement to this Contract shall be binding unless it is in writing, and signed by both Parties and their authorized representative. All notices Under this Contract shall be in writing and addressed to Braskem or Vendor as the case may be, and directed to the individual specified on the face of this Contract.

21.2. Waivers. No waiver by either Party of any breach of any of the covenants or conditions herein contained shall be construed a waiver or any succeeding breach of the same or of any other covenant or conditions.

21.3. Severability. Any provision, or any part thereof, of this Contract is found by any court or governmental agency of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect the remainder of such provision or any other provision hereof which shall remain in full force and effect.

UPDATED June 2022