

TERMS AND CONDITIONS OF SALE (INNER-EU)

1. **APPLICABLE CONDITIONS:** No order acknowledgement, order receipt, or similar communication or document from Seller (as defined below) acknowledging receipt of a purchase order constitutes acceptance of that purchase order. Seller shall not be deemed or construed to have accepted any purchase order from Buyer (as defined below) unless and until Seller issues an order confirmation or other clear written acceptance with respect to such purchase order (the "Order Confirmation"). Unless otherwise agreed in a writing signed by each of the Parties (as defined below), Seller's Order Confirmation, the framework agreement between Seller and Buyer (if applicable) and these standard terms and conditions of sale (the "Terms and Conditions of Sale") constitute the complete and exclusive agreement between the relevant selling entity within the Albemarle group of companies ("Seller") and the entity purchasing from Seller ("Buyer") concerning the sale of products or provision of services (together "Products") by Seller to Buyer. No other terms or conditions whatsoever shall apply or be controlling. ANY ALTERNATIVE SET OF TERMS AND CONDITIONS OF PURCHASE PROPOSED OR COUNTER-PROPOSED BY BUYER REGARDLESS OF THE FORM OF THE PROPOSAL SHALL NOT APPLY, EVEN IF THEY HAVE NOT BEEN EXPRESSLY REJECTED BY SELLER. SELLER'S ACCEPTANCE OF BUYER'S PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO SELLER'S ORDER CONFIRMATION AND THESE TERMS AND CONDITIONS OF SALE. DEVIATING OR CONTRADICTING TERMS AND CONDITIONS OF THE BUYER SHALL ONLY APPLY IF THEY HAVE BEEN EXPRESSLY AGREED BY SELLER IN WRITING. In the event of any conflict between the framework agreement, the Order Confirmation and these terms and conditions; the framework agreement shall take precedence over the Order Confirmation and the Order Confirmation shall take precedence over these terms and conditions. For the purposes of these Terms and Conditions of Sale, Buyer and Seller are sometimes referred to herein individually as a "Party" and collectively as the "Parties."
2. **MODIFICATION:** Neither Party shall claim any modification, limitation or release from any of these terms and conditions of sale and/or the Order Confirmation and/or the framework agreement except by written agreement to that effect signed by Seller and Buyer. No modification of, addition to, or deletion from the terms and conditions and/or the Order Confirmation and/or the framework agreement contained herein shall be effected by the acknowledgment or acceptance by Seller of any purchase order, acknowledgment, confirmation, release or other form submitted by Buyer containing other or different terms and conditions, and Seller specifically rejects all such other or different terms and conditions. Buyer's acceptance of delivery of the Products shall constitute Buyer's assent to the terms and conditions contained herein, regardless of any statement to the contrary contained in any purchase order, acknowledgment, confirmation, release or other form submitted by Buyer. No changes to our modifications of these standard terms and conditions of sale and/or an Order Confirmation and/or the framework agreement shall be binding unless mutually agreed in writing and signed by both Buyer and Seller. For the avoidance of doubt any written form requirement herein can only be waived or modified by a written agreement between the parties. This written form requirement shall also apply for this written form clause. Cancellation by Buyer is subject to Seller's written acceptance in its sole discretion and may be subject to compensation.
3. **WEIGHTS:** Seller's weight-measures shall govern.
4. **DELIVERIES:** Except as otherwise determined by Seller in Seller's sole discretion, Buyer shall take deliveries of Products in approximately equal quarterly quantities. Listed or Seller-provided shipment and delivery dates are estimates only and time shall not be of the essence. In the event that Buyer fails to take delivery of Products or any part thereof and/or fails to provide any instructions, documents, licenses, consents or authorizations required to enable such Products to be delivered, risk of loss shall pass to Buyer, the Products shall be deemed to have been delivered, and Seller shall have the right, at its sole option, to store, resell or dispose of the same in any manner at Seller's absolute discretion. Buyer shall indemnify and hold Seller harmless from and against all costs and expenses including, without limitation, storage, disposal, demurrage and/or insurance charges arising from such failure to take delivery. Buyer will, at Seller's request, in good faith participate in product stewardship efforts regarding the Products, including, as applicable, participation in Seller's VECAP (Voluntary Emissions Control Action Program for brominated flame retardants) and similar product stewardship efforts. All delivery terms (e.g., CFR, EXW, etc.) shall have the meanings set forth therefor in INCOTERMS®2020. Risk of loss in the Products shall pass from Seller to Buyer upon delivery in accordance with the applicable delivery term.
5. **PAYMENT AND SECURITY:** Payment for Products shall be made to Seller in full in the currency set out in Seller's Order Confirmation without any deduction, withholding or setoff whatsoever and in immediately available and freely transferable funds within the period set out in Seller's Order Confirmation, or in the event that the payment period is not set out in the Order Confirmation, within seven (7) days after the bill of lading date (with the date of the bill of lading counting as day zero). If payment is not made as provided herein, or if Buyer's creditworthiness becomes unsatisfactory to Seller, Seller may, at its option: (a) elect to withhold future deliveries of Products to Buyer until such breach has been cured or Buyer's creditworthiness has been established to Seller's satisfaction; (b) require payment in advance as to future deliveries; (c) require satisfactory assurances of future payment; or (d) demand return from Buyer of any Products for which payment has not been made (retention of title). If deliveries of Products are to be made in installments, the purchase price of each installment shall, at Seller's option, be recoverable as a separate sale. The remedies contained in this paragraph are cumulative and shall be in addition to any other remedies available to Seller under contract or applicable law.
6. **PRICE:** The Seller shall adjust the prices to be paid for the Products at its reasonable discretion to the development of the costs which are decisive for the price calculation. A price increase shall be considered and a price reduction shall be made if, for example, the costs for the procurement of energy or increase or decrease or other changes in the chemical industry or applicable legal framework lead to a changed cost situation (e.g. due to changes of the fees under REACH). Increases in one type of cost, e.g., electricity procurement costs, may only be used to increase prices to the extent that they are not offset by any decreases in other areas. In the event of cost reductions, e.g. in electricity procurement costs, the Seller shall reduce prices to the extent that such cost reductions are not fully or partially offset by increases in other areas. In exercising its reasonable discretion, the Seller shall select the respective times of a price change in such a way that cost reductions are not taken into account according to standards that are less favorable for the Buyer than cost increases, i.e., cost reductions shall have at least the same effect on prices as cost increases.
7. **RETENTION OF TITLE:** Seller retains title (retention of title) or a security of interest, as the case may be in the relevant jurisdiction, in Products sold until full payment. The retention of title shall extend to the products resulting from the processing, mixing or combination of the Products at their full value, whereby such action shall, for purposes of this retention of title provision, be deemed to be made for the Seller. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, Seller shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined Products. In all other respects, the same shall apply to the resulting product that applies to the Products delivered under retention of title.
8. **TRANSPORTATION CHARGES AND TAXES:** Unless otherwise agreed in writing, in addition to the price payable for Products, Buyer shall pay or shall promptly reimburse Seller for all transportation or freight costs and for all sales, use, VAT, GST, or excise taxes, assessments, or other charges attributable to the sale, use, shipment, transportation or delivery of Products.
9. **CONTAINERS (DEMURRAGE AND RETURN OBLIGATIONS):** Except as otherwise agreed in writing, all returnable containers shall be subject to demurrage in accordance with Seller's Demurrage Policy within the time required by such Policy. Copies of Seller's Demurrage Policy are available upon request. Except as otherwise agreed in writing, all returnable containers shall remain the property of Seller, and shall be returned by Buyer to Seller at Buyer's expense, freight prepaid, to Seller's shipping point no later than sixty (60) days from the date the Products are placed with the carrier for shipment to Buyer. Buyer shall not use Seller's returnable containers for any purpose other than the reasonable storage of Products originally delivered therein. Buyer assumes all responsibility for and all liability arising out of damage to or destruction of Seller's returnable containers from the time of Seller's tender to carrier at Seller's shipping point to the time of their return to Seller's shipping point, reasonable wear excepted. In addition to any rights available to Seller under contract or applicable law, Seller reserves the right to refuse further shipments to Buyer of Products and returnable containers if Buyer fails to comply with the terms of this paragraph 9.
10. **TRANSPORT PACKAGING:** Regarding transport packaging - other than containers in terms of paragraph 9 above -, Seller shall take back transport packaging, sales packaging and outer packaging that does not typically accumulate as waste at private end consumers after use, sales packaging and outer packaging for which system participation is not possible due to system incompatibility pursuant to Section 7 para. 5 of the German Packaging Act, sales packaging of pollutant-containing filling goods and reusable packaging" (the "packaging not subject to mandatory system participation", cf. Section 15 para. 1 of the German Packaging Act) at the request of Buyer at a location to be determined by Seller. The take-back pursuant to sentence 1 shall be limited to used, completely emptied packaging of the same type, shape and size as the packaging not subject to mandatory system participation placed on the market by Seller. If Buyer is the end consumer, the take-back shall be limited, in deviation from sentence 2, to packaging which is not subject to mandatory system participation and which originates from such goods which Seller carries in its product range. An end consumer is a party who does not resell the goods in the form in which they were delivered to him. The costs incurred for the take-back and the waste recovery shall be borne by Buyer.
11. **GENERAL INDEMNITY:** Buyer shall indemnify, defend and hold Seller and its directors, officers, employees, agents, suppliers, parents, affiliates, subsidiaries, successors and assigns harmless from any and all fines, penalties, suits, actions, claims, liabilities, judgments, costs and expenses (including attorneys' fees) resulting or arising from (a) Buyer's negligence, (b) Buyer's use, sale, handling, storage, or disposal of the Products or any product or waste derived therefrom; (c) Buyer's discharge or release of the Products or any product or waste derived therefrom into water, onto land or into the air, (d) Buyer's exposing any person (including Buyer's employees) to the Products or any product or waste derived therefrom, including failure to warn of such exposure, (e) the transportation of the Products to Buyer after tender of the Products by Seller to the carrier at Seller's shipping point, or (f) Buyer's breach of these terms and conditions of sale. The foregoing shall apply, without limitation, to injury to person (including death) or damage or harm to property or the environment. This indemnity shall not apply to any fine, penalty, suit, action, claim, liability, judgment, cost or expense caused by Seller's negligence or willful misconduct, but shall apply proportionally where there is concurrent negligence or willful misconduct on the part of both Seller and Buyer.
12. **SELLER WARRANTIES:** In accordance with paragraph 17 below, Buyer must notify Seller in writing about any defects following receipt of the Products at the place of destination; hidden defects that could not have been discovered during the inspection after receipt must be notified in writing immediately after the discovery of such defects. If Buyer fails to properly inspect the goods and/or give notice of defects as required herein, Seller's liability for defects which had not or not on time or not properly been reported is excluded. Seller shall be given time and opportunity to ascertain the alleged defect. Rejected Products must be returned immediately upon request. If Buyer does not comply with these obligations or makes changes to the rejected Products without the consent of Seller, Buyer loses any warranty claims. In case of justified, timely notification of defects, Seller shall, at its sole discretion, repair the rejected Products or supply free of defect Products as replacement for the defective Products. Seller's right to refuse subsequent performance in accordance with statutory requirements shall remain unaffected. Seller shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs, if and to the extent that a defect actually exists. Otherwise Seller may request and shall be entitled to receive reimbursement for costs incurred as a result of the Buyer's unjustified request to remedy the defect (in particular inspection and transport costs), unless the Buyer could not have identified the absence of defectiveness. If Seller does not fulfill its warranty obligations or does not fulfill them in accordance with this agreement, Buyer shall after expiry of a reasonable grace period be entitled to withdraw from the purchase order or to reduce the purchase price with regard to the defective Product, provided that such grace period was not already dispensable in accordance with statutory provisions. In the event of an insignificant defect, Buyer shall not be entitled to withdraw from the purchase order.

Only in the event of imminent danger to operational safety or to prevent disproportionately great harm, may Buyer remedy the defect itself or have the defect remedied by third parties and request reimbursement of the necessary and reasonable costs from Seller. In any such case, Buyer shall provide without undue delay notice to Seller of such defect and the remedial action taken, as well as reasonable documentation of all costs incurred.

Warranty rights for defects shall become statute-barred within 12 months after transfer of risk. In the event of injury to life, body or health and in the event of an intentional or grossly negligent breach of duty by Seller as well as in the event of fraudulent concealment of a defect or the assumption of a guarantee of quality, the statutory limitation periods shall apply.

13. **TECHNICAL ADVICE AND OTHER SERVICES:** Buyer is responsible for the design, processing, testing and labeling of any product that Buyer makes using Products sold by Seller, and Buyer will not rely on any advice, recommendation or information obtained from Seller's Products literature or websites, including any design aid or other service made available by Seller, or any representation or statement made by, or on behalf of, Seller about the suitability of Products or services Seller provides for any purpose. Buyer has tested and investigated Products sold by Seller sufficiently, to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer and will not make any claim against Seller, or hold Seller liable in any manner, with respect to any technical advice, statements, data, services or recommendations furnished (or failed to be furnished) by Seller.

14. **COMPLIANCE WITH LAWS:** Buyer represents and warrants that it shall comply with all applicable laws and regulations in any jurisdiction where it does business, including, but not limited to, all applicable anti-corruption and competition laws, requirements, and regulations. Buyer represents and warrants that it has not, directly or indirectly, offered, made, or promised to make, authorized, or given, and will not in the future offer, make, or promise to make, authorize, or give, or authorize any third party to pay or give any money or any other thing of value, directly or indirectly to any government official, government employee; or any political party or official or employee thereof; or any candidate for political office, in order to obtain or retain business, secure any improper advantage, or influence any official government act or decision. Buyer shall maintain accurate books, accounts, and records with accurate and sufficient detail as to clearly reflect its transactions and the use or disposition of funds, resources, and assets. Buyer shall immediately notify Seller if Buyer ever becomes aware of any potential violation of law, impropriety, or any other request to take any action that, if such actions were taken could violate its obligations under this section. Buyer acknowledges that its breach of this section is grounds for Seller's immediate termination of the Order Confirmation. Notwithstanding any

provisions to the contrary, Buyer shall indemnify, reimburse, and hold harmless Seller and its affiliates and their respective employees and representatives from and against any claim, loss, damage, liability, expense, or cost of whatever nature, including reasonable attorney's fees and costs, arising out of or related to Buyer's failure to comply with its obligations under this section. To the extent applicable, Buyer shall comply with the United States Foreign Corrupt Practices Act (15 U.S.C. sec. 78dd 1 et seq), as amended and/or the UK Bribery Act.

15. **PATENTS:** Seller warrants that the Products, except as specifically made for Buyer according to Buyer's design, do not infringe any valid United States or European Union patent. Buyer agrees that it shall promptly notify Seller of any claim or suit alleging patent infringement, shall permit Seller to control the defense or compromise of such claim or suit, and shall provide Seller with all necessary information, authority and assistance. SELLER DOES NOT WARRANT THAT BUYER'S PARTICULAR USE OF THE PRODUCTS IN ANY PROCESS OR IN COMBINATION WITH ANY OTHER MATERIALS NOT SUPPLIED BY SELLER WILL NOT INFRINGE A PATENT. Seller's instructions and recommendations are not intended to suggest operations that would infringe any patents, and Seller assumes no responsibility for any such infringement. Seller may, without breach of these terms and conditions of sale, and without liability to Buyer, decline to continue deliveries of any Products where the manufacture, sale or use of the Products would, in Seller's reasonable opinion, infringe any patent now or hereinafter issued.

16. **LIABILITY.** Seller shall be unlimited liable for (i) damages caused by willful misconduct and gross negligence, (ii) all damages relating to injury to life, body or health, and (iii) in case of liability according to product liability laws. In case of a breach, which is caused by slight negligence of Seller, of a major obligation of Seller which is essential for the purpose of the relevant agreement, the liability of Seller shall be limited in amount to the damages that are foreseeable and typical according to the nature of the transaction. Any further liability of Seller is excluded. Seller is not liable for consequential damages, indirect damages or loss of profit, unless caused intentionally or by gross negligence.

17. **INSPECTION AND NOTICE; REJECTION:** Buyer shall inspect the Products immediately upon receipt and shall provide Seller with written notice of any and all claims with respect to the Products. Buyer's failure to give written notice of a claim within fifteen (15) days from the date of delivery shall constitute a waiver by Buyer of such claim. Buyer may not return rejected material without Seller's prior approval.

18. **BUYER ACKNOWLEDGMENT:** Buyer acknowledges that Products may be hazardous if so indicated in the Products' Safety Data Sheet (SDS) and that it is familiar with, and shall take all steps necessary to inform, warn, and familiarize its employees, agents, customers, and contractors who may handle Products, of all hazards pertaining to and proper procedures for safe use of Products and of the containers or equipment in which Products may be handled, shipped, or stored. Buyer also undertakes to label as appropriate any materials that it makes or resells that include Products.

19. **INSURANCE:** Buyer shall effect and maintain general liability insurance covering bodily injury/property damage, products liability/completed operations, environmental and contractual liability with limits not less than EUR 1,000,000 per occurrence, and worker's compensation insurance applicable for the activities and locations in which Buyer is engaged. Buyer shall also maintain such additional insurance as a reasonably prudent business person would maintain with due regard for Buyer's activities and locations from and against any liability arising hereunder. To demonstrate satisfaction of the provisions hereof, upon request by Seller, Buyer shall supply to Seller a certificate(s) of insurance issued by its insurance brokers or insurers. The certificate of insurance shall provide that Seller shall receive no fewer than thirty (30) days' written notice prior to the cancellation or modification of any coverage provided thereby, but Buyer shall be responsible for providing such notice to Seller regardless. Buyer understands that Seller does not in any way represent that the types or the limits of insurance required hereby are sufficient or adequate to protect Buyer's interests or liabilities.

20. **FORCE MAJEURE:** Seller shall not be liable for any delay or failure of performance resulting from an external event caused by natural forces or by the actions of third parties and which is unforeseeable according to common sense and experience, which cannot be prevented or rendered harmless by economically acceptable means, even by the utmost care reasonably to be expected in the circumstances (a "Force Majeure Event"), including, without limitation: fire, storm, flood, act of God, war, earthquake, explosion, sabotage, epidemic, pandemic, quarantine restrictions, embargo, expropriation, compliance with laws, regulations, permits or orders, strikes or other labor trouble, failure of the usual means of extraction, production, conversion or transportation, shortage of labor, raw materials, water, utilities, fuel, and/or energy, or failure or delay by third parties in the construction or commissioning of resources or production facilities. Strikes, lockouts or other labor disputes involving employees or contractors shall be deemed to be beyond the reasonable control of Seller, and Seller will not be required to accede to the demands of labor where it is not in its best interest to do so.

21. **REACH:** To the extent required under the Regulation of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) 1907/2006/EC, Seller shall ensure that the Products are or will be timely pre-registered and then registered for the use(s) as identified by Buyer, provided that (i) the use(s) are identified by Buyer to Seller in writing within the timeframe specified in the REACH Regulation, (ii) Buyer provides all the information on the use and exposure of the substance needed for Seller to perform a realistic risk assessment of the substance, (iii) Seller agrees to cover such use(s) on the basis of the risk assessment made, (iv) the parties can agree on the payment of the costs associated with the specific coverage by Seller of such use(s) and (v) such use(s) represent sufficient economic interest for Seller to justify registration. Seller shall have no obligation to obtain authorization under REACH for any Products except as agreed by Seller and Buyer in writing.

22. **EXPORT CONTROL:** Buyer shall ensure that it is compliant with all export control laws and regulations of the country of origin and/or shipment of the Products as well as in relation to any technology or software Buyer receives from Seller. In the event Seller has reasonable grounds for believing that the aforesaid export control laws and regulations will not be complied with, Seller may, at its sole discretion (and without prejudice to any other rights), terminate or suspend delivery under the Order Confirmation until further notice or decline to commence or complete loading hereunder on notifying Buyer either in writing or orally. Buyer certifies that it will not use or knowingly support the use by others of such products, technology or software in the design, development, production or use of nuclear, chemical or biological weapons, land mines or ballistic missiles. At all times, Seller will be entitled to decline to sell or ship to any party appearing on the Denied Persons List published by the European Union, the Bureau of Industry and Security of the U.S. Department of Commerce, or identified in any similar governmental publication.

23. **RESALE:** The Products are chemical products that have certain unique characteristics that require the Products to be applied by qualified and experienced parties. Thus, Seller wishes to ensure that Products are used properly and under applicable specifications to prevent any risks relating to the use of the Products. In order to ensure such proper use, Buyer represents that Products purchased hereunder are for Buyer's own use, consumption or transformation. For the purposes of these Terms and Conditions, a "Business Partner" is a third party designated by Buyer and approved by Seller to take delivery of Products ordered and purchased by or for Buyer solely for the manufacture of other materials or products for Buyer. For the avoidance of doubt, Seller may approve or reject any Business Partner arrangement proposed by Buyer in Seller's sole discretion. If Products are sold or offered for sale by Buyer, Seller shall have the right to suspend deliveries or to terminate the applicable contract pursuant to which this document is issued upon written notice to Buyer.

24. **USE OF PRODUCTS:** If any Products covered by the Order Confirmation contain lithium that has been derived from Seller's or any of its affiliates' resources in Chile, then the following additional covenant shall apply: Buyer commits to not use or resell Products for any application related to nuclear fusion. If Buyer resells such Products, Buyer shall take the advisable safeguards to ensure that this condition will be met by the end user.

25. **PERFORMANCE BY AFFILIATES:** Buyer acknowledges that Products may, as a matter of supply logistics, be supplied from time to time by one or more affiliates of Seller, and in those events, Seller shall cause such affiliate to comply with these terms and conditions. For purposes of this paragraph, the term "affiliate" shall mean a business entity which controls, is controlled by, or is under common control with Seller, and such control is established by the ownership of more than 50% of the voting interests in the controlled entity.

26. **CONFIDENTIALITY:** All confidential, sensitive, and proprietary information disclosed or made available by Seller, orally, in writing, electronically or in any tangible form, to Buyer in connection with the Products subject to the Order Confirmation shall be deemed "Confidential Information." Buyer agrees to (i) use Confidential Information only in connection with the Order Confirmation and these terms and conditions; (ii) disclose Confidential Information only to its affiliates and their respective employees, representatives, and advisors who: (a) need to know Confidential Information; (b) have been informed of the confidential nature of the Confidential Information; and (c) agree to comply with the provisions of this paragraph; and (iii) use commercially reasonable efforts to protect and maintain the confidentiality of the Confidential Information. This confidentiality obligation shall not apply, if Buyer is obliged to disclose the confidential information by court order/decision or by applicable rules of a stock exchange on which it is listed. If and to the extent not prohibited by applicable law, Buyer shall, in such case, provide Seller with prompt written notice of such requirement so that Seller may seek a protective order or other appropriate remedy or waive compliance with the terms of this agreement. If such order or remedy is not obtained, or if Seller waives such compliance, then Buyer shall: (i) disclose only that portion of the Confidential Information that it is legally required to disclose; and (ii) exercise commercially reasonable effort to, at the cost and expense of the Seller, obtain assurances from the recipient that the Confidential Information will be treated confidentially. These terms and conditions do not grant any right or license, express or implied, to use any Confidential Information, nor any right or license, express or implied, under any patent. Seller shall retain ownership of the Confidential Information and any information derived therefrom.

27. **GOVERNING LAW:** Sales and purchases of Products shall be governed by German law, except if Seller and Buyer are both located in the same country outside Germany, in which case the law of that other country where both Buyer and Seller are located shall apply. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the transactions contemplated hereunder.

28. **JURISDICTION:** The courts of Frankfurt am Main, Germany shall have exclusive jurisdiction in relation to all matters, claims and disputes arising out of or in connection with the sale and/or purchase of Products, or otherwise arising out of or in connection with the Order Confirmation. Except if Seller and Buyer are both located in the same country outside Germany, in which case the courts at the registered office of the Seller shall have exclusive jurisdiction.

29. **MISCELLANEOUS:** Delay or failure by Seller to exercise any right shall not constitute a waiver of that or any other right or subsequent right. Buyer shall not assign the Order Confirmation without the prior written consent of Seller. These terms and conditions shall bind and inure to the benefit of Buyer and Seller and their respective successors, heirs, representatives and permitted assigns. The entire agreement between Seller and Buyer covering the Products is set forth in the Order Confirmation and these Terms and Conditions. In case any provision in this document shall be, or at any time shall become invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision of this document but this document shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The obligations of the Parties under these terms and conditions of sale which by their nature would continue beyond the termination, cancellation or expiration hereof will survive such termination, cancellation or expiration.

30. **TERMINATION:** Notwithstanding the foregoing, in the event either party breaches these terms and conditions by failing to comply with any of the terms and conditions hereof, then the non-defaulting party shall inform the defaulting party of the breach, and, if the same is not remedied within a reasonable grace period set by the non-defaulting party of at least seven (7) days from the time such notice is given, the non-defaulting party may terminate the Order Confirmation and any pending orders without liability to defaulting party. Either party may terminate the Order Confirmation at any time, for any reason or no reason, and without liability to the other party by giving the other party notice of such terminate no less than thirty (30) days in advance of the date of termination. The right of either party to terminate an Order Confirmation for good cause shall not be affected by this provision.

31. **RELATIONSHIP OF THE PARTIES:** The relationship between the Parties is that of independent contractors. Nothing contained in these Terms and Conditions shall be construed as creating any agency, distributorship, partnership, franchise, business opportunity, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from the transactions contemplated hereunder.

32. **TRANSLATIONS AND ADDITIONAL TERMS:** Translations of these standard terms and conditions are available in select languages other than English at <https://www.albemarle.com/resource-center>. To the extent local law requires adjustments to or modifications of these standard terms and conditions, such adjustments or modifications are also listed. In the event of conflict between the English version of these terms and a translation of these terms, the English version will govern. Additional terms and conditions specific to the sale of hydroprocessing (HPC) and fluid catalytic cracking (FCC) catalysts may also be found at <https://www.albemarle.com/resource-center>.