

## General Terms of Purchase

1. These General Terms of Purchase (hereinafter: "GTP") set out the contractual rules governing transactions between BorsodChem Ltd. (registered office: 3700, Kazincbarcika, Bolyai tér 1, Hungary, court of registration and company registration number: Regional Court of Miskolc, 05-10-000054, tax number: 10600601-4-05, EU group tax number: HU17781279) as the Customer and the Contractor/Supplier, together with the terms specified in the Order. If any contractual term set out in the Order differs from the provisions of the GTP, the terms specified in the Order shall prevail.

2. The Order constitutes the Customer's declaration to request the service/goods specified in the Order, and the Contractor's/Supplier's acceptance thereof without modification, duly signed on behalf of the company, or its confirmation with amendments accepted by the Customer, creates a contract between the Parties with content corresponding to GTP and the Order.

3. The Contractor/Supplier shall accept the Order or any amendment thereto by returning a duly signed and dated copy, or by sending a scanned copy thereof by electronic mail (e-mail), within three (3) business days of receipt or within such other period as specified by the Customer. If the confirmed Order does not reach the Customer within the specified deadline, but the Contractor/Supplier commences the measures necessary for the performance of the service or the delivery of the goods specified in the Order, a contract shall nevertheless be deemed to have been concluded between the Parties in accordance with the provisions of the Order and this GTP, provided that if the confirmed Order does not reach the Customer within the specified deadline, the Customer reserves the right to withdraw from the Order without any obligation to pay damages, compensation, or to bear any other legal consequences, or to terminate it without any obligation to pay damages, compensation, or to bear any other legal consequences, and, in the absence of confirmation, and the Customer shall be entitled to refuse performance without damages, compensation, or any other legal consequences. Any modification (including handwritten amendments) made by the Contractor/Supplier to the provisions of the Order shall be valid only if expressly accepted by the Customer in writing; otherwise, the Order shall be concluded under its original terms and conditions.

4. The place of performance shall be the Customer's registered office. The contractual price/contractor's fee shall be understood as being applicable at the place of performance. The contractual price/contractor's fee includes all possible unit prices, fees, and costs; therefore, no additional unit price, fee, or cost may be charged on any legal basis whatsoever.

5. Invoices shall be paid by bank transfer within sixty (60) days from the date of receipt of the invoice by the Customer/Buyer. All bank charges and commissions incurred outside Hungary shall be borne by the Supplier/Contractor.

6. For offered prices exceeding EUR 120,000 (or the equivalent amount in HUF calculated on the basis of the official daily middle exchange rate of the Hungarian National Bank applicable on the date of submission of the offer), the Contractor/Supplier shall be obliged to provide a warranty bank guarantee in an amount equal to 10% of the net contractor's fee/purchase price, or to accept a financial warranty retention in the same amount. The validity of such guarantee shall extend until the 30th day following the expiry of the warranty period. If, in the case of a contract concluded by way of the Order and its confirmation, additional works are ordered and, as a result of such additional works, the contractor's fee/contractual price exceeds EUR 120,000, the Contractor/Supplier undertakes to provide a warranty bank

guarantee or to accept a financial warranty retention in the same amount, calculated on the basis of the contractor's fee/contractual price increased by the value of the additional works. The Contractor/Supplier acknowledges and accepts that, in the event the contractor's fee/contractual price exceeds the threshold of EUR 120,000, the Parties shall enter into a separate contract signed by both Parties, unless the Customer waives this requirement in writing. Upon the conclusion of such a contract signed by both Parties, that document shall thereafter govern the legal relationship between the Parties.

7. The Contractor/Supplier shall be subject to an obligation to pay contractual penalties and sanction fees in the event that:

- it fails to meet the interim and/or final performance deadlines and/or the interim and/or final delivery deadlines;
- performance of the contract becomes impossible or the contract fails for reasons arising within the Contractor's sphere of interest;
- the handover documentation is missing, delayed, or incomplete;
- safety, asset protection, or environmental protection regulations are breached (sanction fee).

The basis for calculating the contractual penalty shall be the net amount of the contractor's fee/contractual price. The Contractor/Supplier shall be obliged to pay the contractual penalty even if it fails to comply with its warranty/guarantee obligations, and such obligation to pay the penalty shall remain in effect until these obligations are duly fulfilled in accordance with the contract.

8. Without the Customer's prior written consent, the Contractor/Supplier shall not be entitled to assign or transfer the contract, nor to assign, factor, or encumber (including, without limitation, the creation of a pledge or security interest over) any claims arising therefrom. In the event of a breach of this provision, the Contractor/Supplier shall be obliged to pay a contractual penalty in the amount of 1% of the contractor's fee/contractual price stipulated in the Contract.

9. The Supplier shall be obliged to certify the quality of the delivered Goods in accordance with the applicable standards and regulations and to provide the relevant certificates and documentation evidencing the origin of the product, the quality of the materials, and compliance with Hungarian regulatory requirements, standards, statutory provisions, and contractual terms. The Supplier warrants that no third party has any right in respect of the delivered Goods that would hinder or prevent the Customer's acquisition of title and/or the use of the Goods. The Supplier undertakes that the delivered Goods shall be fit for the Customer's intended purpose and shall comply with the parameters specified in the Supplier's offer, product description, and/or specifications.

10. In the case of a service contract, the Contractor declares and warrants that it has at its disposal professionals possessing the appropriate qualifications, authorizations, and expertise, who shall perform the contract with due care. The Contractor undertakes to provide the services in a professional manner, in first-class quality, in accordance with the purpose of the contract, the mandatory statutory provisions and binding standards, as well as the Customer's instructions. If the Contractor considers that a request or instruction of the Customer is not feasible or is unprofessional, it shall be obliged to draw the Customer's attention thereto; failing this, the Contractor shall bear all damages arising therefrom. The Customer shall not be obliged to accept the (partial) performance until all objections raised by the Customer in connection with the (partial) performance have been resolved, the defects indicated have been remedied, and the deficiencies have been made good. The Contractor/Service

Provider shall be obliged to hand over all documentation necessary for the use of the subject of the contract.

11. In the case of a service contract, if additional works become necessary, the Parties shall complete an additional works notification form (site instruction) prior to the commencement thereof. If such form is not completed, the additional works in question may not be invoiced or otherwise settled.

12. The Contractor/Supplier shall provide guarantee. The guarantee period shall be 24 months from the delivery of the goods, or 24 months from the date of the protocol documenting defect-free and complete technical handover and acceptance, 36 months for specialized professional works, and 60 months for the construction of steel structures. In other cases, the guarantee period shall be 12 months from the date of contractual performance, or a longer period if specified in the Contractor's/Supplier's offer.

13. In the case of a delivery contract, upon the arrival of the Goods at the Customer's registered office, the Customer shall carry out a quantity and packaging inspection. The Customer shall not examine the quality of the Goods, but shall only perform a simple visual inspection. If the Customer detects any quantity or packaging deficiencies, it shall notify the Supplier in writing within eight (8) days following the receipt of the Goods (quantity claim). A delivery unit that is incompletely delivered shall not be considered performance, and the Supplier shall be entitled to submit an invoice only after all Goods belonging to a single delivery unit have been received. The Customer may request the replacement or correction of incompletely or incorrectly delivered Goods, a price reduction, or may withdraw from the contract without any obligation for compensation or damages. The costs of resolving the claim shall in all cases be borne by the Supplier. The Supplier shall be liable for all damages that may arise due to incorrectly delivered Goods. The lodging of a claim shall have a suspensive effect on the payment deadline until the claim is resolved.

14. In the case of a service contract, upon the Customer's request and claim, the Contractor/Service Provider shall, at its own expense, without undue delay, but no later than five (5) business days from the receipt of the claim, commence the correction of defects in the service and complete their remedy within the shortest possible time, but in any case no later than fifteen (15) business days. If the Contractor/Service Provider fails to act in accordance with this provision in relation to the claim, the Customer shall be entitled, following notification to the Contractor, to remedy the defects in the service either itself or through a third party at the Contractor's expense. In such case, the Customer shall be entitled to recover these costs or set them off against any unpaid invoices of the Contractor. Otherwise, the acceptance of non-contractual performance shall not constitute a waiver of any other claims arising from the breach of contract.

15. Regarding intellectual property provided by the Customer to the Contractor/Supplier, the Contractor/Supplier shall not acquire any proprietary rights. Otherwise, the right of use is non-exclusive, non-transferable, and permits adaptation only with the Customer's express written consent. Unless otherwise agreed, the right of use shall be limited to the territory of Hungary and shall last for the duration necessary to perform the contract (including, among other things, the warranty period). The right of use shall be limited to the scope and manner of use strictly necessary to achieve the purpose of the contract.

16. Regarding intellectual property provided by the Contractor/Supplier to the Customer (excluding Software, the proprietary rights of which shall be transferred to the Customer) (such as Documentation, etc.), the Customer's right of use shall be exclusive, transferable, and shall also extend to adaptations.

The right of use shall not be subject to any geographic or temporal limitations. The right of use shall extend to any manner and extent of use related to the contractor's work (the results achievable through the activity) covered by the contract.

17. Except in cases of intentional tort or for causing damages resulting in loss of life, or harm to physical integrity or health, the Customer's liability for damages shall not exceed 50% of the contractor's fee/contractual price. The Customer excludes any liability for compensation or damages on any legal grounds for lost profits and related costs, as well as for damages arising from loss of profit, lost revenue, or lost contracts, and for indirect or consequential damages.

18. The Parties shall be exempt from liability for full or partial non-performance of contractual obligations if such non-performance is due to force majeure. Force majeure shall be understood as extraordinary, unforeseeable circumstances and events arising after the conclusion of this contract that cannot be averted by the Parties according to the current state of technology. During force majeure, only the performance of obligations affected by the force majeure shall be suspended. In such a case, the affected Party shall have an immediate written notification obligation, no later than two (2) business days after becoming aware of the event, informing the other Party of the nature, circumstances, expected duration, and impact of the force majeure. Upon request, the affected Party shall attach a statement from the competent Chamber of Commerce verifying the occurrence of the force majeure. The affected Party shall take all reasonable measures to mitigate any damage to the other Party. Failure to notify or unjustified delay shall result in the loss of exemption under this clause. The Parties shall agree in writing on the measures to be followed during force majeure as soon as possible after notification.

19. If disputes arise regarding the contract, the Parties shall first attempt to resolve them through consultations and direct negotiations. If direct negotiations fail, the Parties recognize the exclusive jurisdiction of the Kazincbarcika District Court or the Miskolc Regional Court, depending on the amount in dispute. The legal relationship between the Parties shall be governed by Hungarian law, excluding its conflict-of-law rules.

20. The engagement of subcontractors may occur only with the Customer's prior written consent. Subcontractor approval must be obtained from the person responsible for contractual matters. The responsible person may approve or deny the use of the subcontractor and shall notify the Contractor in writing. The Customer is not obliged to justify its decision. Approval of a subcontractor does not constitute any liability of the Customer for the subcontractor or its activities.

The Contractor shall follow the above procedure for every new subcontractor engaged in performance. When notifying the Customer, the Contractor must provide the information necessary to identify the subcontractor, including the company name, registered office, company registration number, and the name and details of the authorized signatory. The Contractor must also provide the number of personnel, duration of engagement, area of activity, and the names and positions of the individuals employed.

The subcontractor must meet the following conditions:

- Not under liquidation, bankruptcy, or dissolution proceedings;
- Not suspended from activity, nor under any order to suspend activity;
- Not subject to a judicial ban on practicing its activity;

- Registered in its country's company register;
- Possesses all necessary permits and required organizational and/or chamber memberships to perform the activity;
- Has no overdue liabilities to the Customer.

The Contractor is responsible for verifying these requirements, and the Customer may request proof. The Customer shall communicate exclusively with the Contractor regarding the contract and shall not accept work, conduct negotiations, provide remarks (except on safety/security matters), or accept invoices from subcontractors. All claims or observations from the Customer shall be directed solely to the Contractor.

The Contractor shall be fully responsible for subcontractors engaged for the performance of the contract and shall be liable toward the Customer as for its own acts. The Contractor must inform subcontractors of all essential facts and conditions necessary for contract performance, including, but not limited to, the contractual tasks, performance deadlines, safety, fire protection, environmental, asset protection, and other relevant rules, as well as ethical and behavioral norms. The Contractor shall ensure compliance by subcontractors and enforce accountability.

If the Contractor engages a subcontractor improperly or if either the Contractor or subcontractor violates these rules, the Customer shall be entitled to impose sanctions, including exclusion from the site or termination of the contract. The Customer may revoke approval of a subcontractor at any time, specifying the reason.

21. Any data, pricing and other information, documentation, etc., that comes to the knowledge of the Contractor/Supplier in connection with the specific transaction shall be treated as confidential and may not be disclosed to any third party, either actively or by omission, without the Customer's written consent. Should such disclosure occur, the Contractor/Supplier shall be obliged to pay a contractual penalty of EUR 25,000. Payment of the contractual penalty shall not exempt the Contractor/Supplier from liability for actual damages incurred.

If the Contractor/Supplier has concluded a confidentiality (framework) agreement with the Customer or has signed a separate confidentiality statement, those documents shall govern confidentiality. Otherwise, the termination of the contract for any reason shall not affect the confidentiality obligations set forth in this clause, which shall remain in full force indefinitely after the termination of the contract.

22. At the Customer's premises, in the event of a violation of safety, occupational health, environmental, property protection, or traffic regulations, the Contractor/Supplier shall be obliged to pay a penalty fee, the amount of which is specified in the Table of Sanctions included in the document *Health, Safety, Environmental, and Property Protection Regulations for External Companies Performing Work in the BorsodChem's Area*. The currently effective versions of the Regulations, its Annex, and the Sanction Table can always be found on the Customer's website at the following link: <https://borsodchem.com/en/safety-first>

23. The Contractor/Supplier undertakes to become familiar with the BorsodChem's Supplier Code of Conduct, to accept its provisions, to communicate them to its employees and collaborators, and to monitor and enforce compliance with them. The BorsodChem's Supplier Code of Conduct and the Ethics Hotline Policy are available at the following link: <https://borsodchem.com/en/ethical-compliance>

The Contractor/Supplier acknowledges that the Customer is entitled to take action in accordance with the provisions of the Code of Conduct and the applicable laws in the event of a breach of the Supplier Code. The Contractor/Supplier acknowledges and accepts that a violation of the provisions of the Code may, depending on its severity, constitute a material breach of contract, which may result in the imposition of a penalty, termination of the contract, or temporary or permanent exclusion from the Customer's premises. In such cases, the penalty shall amount to 10% of the contract price.

24. The Parties shall carry out their activities in accordance with the applicable data protection laws and regulations in force at all times, in particular the provisions of the European Parliament and Council Regulation (EU) 2016/679 on the General Data Protection Regulation (GDPR). The Parties declare that, with respect to the processing of personal data in the performance of the contract, the Customer and the Contractor/Supplier shall be considered independent data controllers under the GDPR. Accordingly, both the customer and the Contractor/Supplier shall be independently responsible for the lawfulness of the data processing activities they carry out and for the security of personal data. The Contractor/Supplier undertakes to inform its employees and any subcontractors or collaborators involved in the performance of the contract about the Customer's data processing notice applicable to its contractual relationships and business partners, which is available at the following link: <https://borsodchem.com/en/data-protection>. The Contractor/Supplier is obliged to ensure that any subcontractor involved in the performance of the contract is contractually bound to communicate the Customer's relevant data processing notice to its own employees.

The Customer reserves the right to modify the data processing notice, and the currently effective version of the data processing notice is available on the Customer's website.

25. The Customer shall be entitled to terminate the contract in writing, with a thirty (30) day notice period, without any obligation to provide reasons. The termination notice must be delivered to the Contractor/Supplier personally, by courier, or by registered mail with return receipt. In the event of termination, the Parties shall settle accounts with each other for the services provided and the contractual monetary consideration due up to the effective date of termination.

26. In the event of the occurrences set forth in this clause, if the state preceding the conclusion of the contract can be fully restored, the Customer shall be entitled to withdraw from the contract with immediate effect, without any obligation to pay damages or compensation. If the pre-contractual state cannot be restored, the Customer shall be entitled to terminate the contract, even with immediate effect, without any obligation to pay damages or compensation:

- a) The Contractor/Supplier or any person acting on its behalf or representation seriously violates the Customer's Code of Conduct;
- b) The Contractor/Supplier or any person acting on its behalf or representation violates the Occupational Health, Safety, and Environmental regulations in force on the Customer's premises;
- c) The Contractor/Supplier breaches the confidentiality obligations undertaken in the contract;
- d) The Contractor/Supplier, by declaration or conduct, harms the Customer's reputation or business integrity;
- e) The Contractor/Supplier fails to meet the contractual performance deadlines;
- f) The Contractor/Supplier repeatedly or, in the Customer's opinion, seriously breaches any other contractual obligations not specifically listed above;

g) A final judgment of bankruptcy or liquidation proceedings is issued against the Contractor/Supplier.

The notice of withdrawal or extraordinary termination must be delivered to the Contractor personally, by courier, or by registered mail with return receipt.

In the event of extraordinary termination, the Parties shall settle accounts for services provided and the contractual monetary consideration due up to the effective date of termination, including any breach of contract and its consequences.

In cases of withdrawal or extraordinary termination, the Customer reserves the right to enforce its rights arising from the breach of contract, including the right to claim compensation for damages.

27. The Customer expressly excludes the acceptance or application of any general terms and conditions of the Contractor/Supplier.

28. Upon conclusion of the contract, the Contractor/Supplier expressly acknowledges and declares that it has read, understood, and expressly accepted these General Terms of Purchase. The Parties agree that the wording of the GTP is clear and understandable. They acknowledge that the content of the GTP does not violate the principle of good faith and consider its provisions justified.

Kazincbarcika, 13<sup>th</sup> April 2026