

TERMS AND CONDITIONS

These Terms and Conditions govern the sale of Products to another ("Buyer") by Avient Corporation and its affiliates ("Seller").

1. **Acceptance.** The product description, quantity, price and payment terms identified on Seller's order confirmation and these Terms and Conditions ("Terms") govern all sales by Seller and are the exclusive terms and conditions of sale, except as modified by a written agreement signed by the parties. All offers by Seller to sell Product are expressly conditioned on Buyer's acceptance of these Terms. Seller's processing of any order is expressly conditioned on Buyer's assent to and acceptance of these Terms, including all terms that are different from or in addition to any purported terms and conditions of the order. Any additional, different or other terms and/or conditions contained in any purchase order, document, website or other communication by or from Buyer are hereby objected to and rejected by Seller. In the event of any claimed conflict between these Terms and any other document not signed by Seller, these Terms shall prevail. The parties agree that Seller need not further object to any specific terms and conditions set by Buyer; such failure to object to Buyer's specific terms and conditions is not an acceptance of any such terms and conditions. Furthermore, the parties agree that Seller's performance under these Terms shall not be an acceptance of any of Buyer's terms and conditions.
2. **Exclusive Limited Warranty.** Seller warrants good and clear title in goods subject to the sale ("Product") and that the Product conforms at the time of shipment to a Certificate of Analysis, a Certificate of Compliance, or a Product Specification Sheet, if any such document exists, and other specifications signed by Seller ("Specifications"). Seller has based any recommendations to Buyer upon information that Seller considers reliable, but Seller makes no warranty as to any results Buyer might obtain in Buyer's use(s) for the Product. No warranty is made or given on any Products for which Buyer has not paid Seller in full when due. These warranties extend only to Buyer. **Seller makes no representation or warranty of any kind with respect to the Product, express or implied, respecting merchantability or fitness for any particular purpose, whether used alone or in combination with any other material or in any process, and neither party has relied on any statement outside of these Terms.** Any samples or developmental material provided by Seller are provided "AS IS" with no warranty as to its performance and such samples or materials shall not create any warranty by sample, which is hereby waived. **Seller makes no warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to samples or developmental material.**
3. **Exclusive Remedy and Limitation of Liability.** Buyer shall examine Product promptly after receipt for damage, short-weight and non-conformance with the Specifications. Buyer must give Seller written notice of the existence of each claim involving Product (whether based in contract, breach of warranty, negligence, delict or otherwise) within the earlier of ten (10) days after receipt of the quantity of Product forming the basis for the claim or applicable shelf-life expiration, if any. A failure by Buyer to give such notice within the applicable time constraint will constitute an absolute and unconditional waiver of all such claims. Buyer's sole and exclusive remedy for any claim shall be, at Seller's option, a refund or credit of the purchase price paid by Buyer for the Product shown to be damaged or not in conformity with the Specifications or replacement of such Product. **Seller's total liability to Buyer for damages, whether under contract, delict or arising from any other cause whatsoever, and whether under these Terms or otherwise, shall in no event exceed that part of the purchase price applicable to the portion of Product giving rise to Buyer's claim for such damages. In no event shall Seller have liability to Buyer for any incidental, consequential, indirect, special damages or damages**
4. **Discontinuation.** All offers from Seller are subject to confirmation and without obligation. All orders and acceptance of orders must be in writing. Seller may discontinue any Product sold hereunder at any time, unless Buyer and Seller have otherwise agreed in writing.
5. **Payment and Credit.** Buyer shall make all payments hereunder in cash or cash equivalent at face value in the funds, within the time, and at the location indicated on Seller's invoice. Time is of the essence in relation to payment. Buyer shall make all payments due under these Terms in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless required by law. No payment shall be deemed to have been received until Seller has received cleared funds. Late payments will bear interest at the maximum percent permitted by applicable law. Buyer shall have no right of set-off. If Seller determines that Buyer's financial responsibility or status has become impaired or otherwise unsatisfactory to Seller, Seller at its discretion may require advance cash payments, COD, shorter terms, and/or the posting of satisfactory security by Buyer, and may withhold shipments. If Buyer has a dispute with respect to an invoice, Buyer must notify Seller within seven (7) business days after the date of invoice. Thereafter, Buyer automatically approves the invoice.
6. **Governmental Constraints.** If a present or future law, governmental decree, order, regulation, or ruling under any existing or future legislation prevents Seller from increasing or revising the price as provided herein, or nullifies or reduces any price or price increase hereunder, upon written notice from one to the other, Seller and Buyer will attempt to identify mutually agreeable changes to conform these Terms with such law, decree, order, regulation, or ruling. If the parties cannot agree upon and implement such changes within sixty (60) days after such notice, Seller shall thereupon have a right to terminate these Terms forthwith by written notice to Buyer.
7. **Terms Adjustment; Delivery.** Seller may change the price and/or terms of delivery and shipment at any time up until delivery, except where a written alternative pricing mechanism exists that is signed **of whatsoever nature.** If Buyer has an alleged claim with respect to a particular portion of the Products stated in Seller's order confirmation, such alleged claim does not entitle Buyer to reject the entire delivery of the Products. Alleged claims, if any, do not affect Buyer's obligation to pay for the conforming portion of the Products delivered. Upon receipt of a notice of an alleged claim, Seller may suspend all further deliveries.
Intellectual Property. Buyer assumes all risk of infringement of third-party intellectual property rights by reason of any use Buyer makes of the Product in combination with other substances or in the operation of any process, and all infringement arising out of Seller's compliance with Buyer's designs, specifications or instructions, and Buyer shall defend, indemnify and hold Seller harmless from and against the same. The sale of Products or the providing of samples or developmental material shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the Products, sample, or developmental material, as applicable. The act of providing a sample or developmental material does not operate as permission, recommendation, or inducement to practice any patented invention without permission of the patent owner. The intellectual property rights in the Products and any materials prepared by Seller or on its behalf which relate to the Products and their development (including, without limitation, drawings, designs, samples, models and similar items) are the property of Seller. Nothing in these Terms shall be construed as conferring any licence or granting any rights in favour of Buyer in the intellectual property rights in the Products.

by Seller. In addition, at any time prior to delivery, Seller may pass through increased freight, transportation, or fuel surcharges, and/or duties, tariffs, or taxes imposed upon Seller in connection with the sale/shipment of the Product after order acceptance. If Seller grants a discount, such discount only relates to the delivery and/or quantity of the Products specifically mentioned in Seller's order confirmation. Any times or dates for delivery communicated by Seller (including those contained in Seller's order confirmation) are estimates only and are not terms of the sale. The parties agree that time is not of the essence. Seller is entitled to deliver the Products as stated in the order confirmation in partial shipments and to invoice accordingly. Unless Seller and Buyer have expressly agreed to a firm delivery date term in a single writing signed by both parties, delay in delivery of any Products shall not relieve Buyer of its obligation to accept delivery thereof. In no event shall Seller be liable for any damages and/or costs due to delay in delivery. Buyer shall be obliged to accept the Products and pay the rate specified in the order confirmation for the quantity of Products delivered by Seller. In the event of Buyer's breach or failure to perform, Seller shall be entitled to (but is not required to) recover from Buyer, in addition to any other damages caused by such action: (i) in the case of Products produced specifically for Buyer or which reasonably cannot be resold by Seller to a third party, the price of such Products as quoted in Seller's order confirmation; or (ii) in the case of Products which can be resold by Seller, damages equal to fifty percent (50%) of the price for the Products as quoted in Seller's order confirmation, as liquidated damages.

8. Suspension and Termination. (i) If Buyer is in default of performance of its obligations towards Seller and fails to provide adequate assurance of Buyer's performance before the date of scheduled delivery; or (ii) if Seller has reasonable doubts with respect to Buyer's performance of its obligations and Buyer fails to provide to Seller adequate assurance of Buyer's performance before the date of scheduled delivery and in any case within thirty (30) days of Seller's demand for such assurance; or (iii) if Buyer commits an act which if committed by a natural person would be an act of insolvency as defined in the Insolvency Act, 1936; or (iv) if steps are taken by or by anyone else to place Buyer in liquidation, whether voluntary or compulsory, whether provisionally or finally or under business rescue proceedings; or (v) if Buyer proposes or enters into a compromise with its creditors generally; or (vi) if Buyer takes steps to deregister itself or is deregistered, and/or (vii) if Buyer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or (viii) in case of non-compliance of Buyer with any law, statute ordinance, regulation, code or standard ("Laws and Standards"), then Seller may by notice in writing to Buyer, without prejudice to any of its other rights: (a) demand return and take repossession of any delivered Products which have not been paid for and all costs relating to the recovery of the Products shall be for the account of Buyer; and/or (b) suspend its performance or terminate its order confirmation for pending delivery of Products unless Buyer makes such payment for Products on a cash in advance basis or provides adequate assurance of such payment for Products to Seller. In any such event as described above, all outstanding claims of Seller shall become due and payable immediately with respect to the Products delivered to Buyer and not repossessed by Seller.
9. Taxes, Fees, and Duties. Buyer will reimburse Seller for all national, state, provincial, local or other taxes (other than income taxes), excises or charges, including environmental remedial taxes and fees, which Seller must pay in connection with the manufacture and supply of Product, but only those amounts not already included in the price at the commencement of these Terms. Seller reserves to itself all applicable duty drawback allowances, and Buyer shall provide assistance in connection with Seller's application for the same. Unless otherwise stated, prices quoted by Seller are in Rand and shall be exclusive of value-added tax, as levied in terms of the Value-Added Tax Act, 1991, or similar tax applicable in the relevant jurisdiction and any other taxes, customs, tariffs duties or amounts that be levied or imposed on the Products by any governmental authority.
10. Title and Risk of Loss; Other Risks. Title and risk of loss to the Product shall pass to Buyer at Seller's point of shipment. Buyer assumes all risks and liabilities (i) arising out of unloading, discharge, storage, handling and use of the Product, or (ii) arising out of compliance or non-compliance with national, state, provincial, or local laws and regulations governing or controlling such activity. Seller has no liability for the failure of discharge or unloading equipment or materials used by Buyer, whether or not supplied by Seller.
11. Force Majeure. Seller shall not be obliged to perform its obligations under these Terms or be liable for any damages for delay in performance or non-performance as a result of fire, flood, ice, natural catastrophe, pandemic, strike, lockout, labor shortage, labor dispute or trouble, accident, riot, act of governmental authority, act of God, war, act of terrorism (including cyber-terrorism and ransomware attacks), or other contingencies and/or circumstances beyond its reasonable control preventing the performance of any of its obligations or interfering with the production, supply, transportation, or consumption of the Products or with the supply of any raw materials used in connection therewith, or the inability of Seller to purchase raw materials at a commercially reasonable price, or if performance would be contrary to, or constitute a violation of, any regulation, law, or requirement of a recognized government authority, and quantities so affected may be eliminated by Seller from these Terms without liability or damages to Seller, but these Terms shall otherwise remain unaffected. Seller may, during any period of shortage due to any cause, prorate, and allocate its supply of such materials among itself for its own consumption, its subsidiaries, affiliated companies, its accepted orders, contract customers, and its regular customers not then under contract in such a manner as may be deemed fair and reasonable by Seller. In no event shall Seller be obligated to purchase any substitute Products in the marketplace to satisfy its obligations hereunder. Buyer's failure to pay for the Products shall not constitute a force majeure event hereunder.
12. Shortage of Product. During periods when demand for Product exceeds Seller's capability to supply, whether due to a force majeure or otherwise, Seller may distribute Product among itself for its own uses, Buyer, and other customers, in such manner as Seller deems fair and practicable. Buyer shall accept, as full and complete performance by Seller, deliveries in accordance with such determinations as Seller may make. Except in the case of a force majeure, if not satisfied with Seller's determination, Buyer as its sole remedy shall have a right to terminate these Terms without further obligation upon: (i) 10 calendar days' written notice; and (ii) payment for all Product received to date.
13. Notice of Change. Unless otherwise agreed in a writing signed by Seller, Seller may make changes to its Product and process without notice to, or approval from, Buyer so long as the Product Specifications do not change and the Product conforms to such Specifications. Buyer acknowledges that information in Seller's marketing materials, technical data sheets and other descriptive publications distributed or published on its websites may vary from time to time without notice. Any such statement, sample or other information of Seller in relation to the Specifications, the Products and the use thereof are furnished for the accommodation of Buyer only and are not warranties or representations of performance
14. Indemnities. Except to the extent solely attributable to the gross negligence or willful misconduct of Seller, Buyer will indemnify, defend and hold Seller harmless from all costs, expenses, damages, judgments or other loss, including without limitation costs of

investigation, litigation and reasonable attorney's fees ("Buyer Indemnity Costs"), arising out of Buyer's selection, use, sale or further processing of the Product or Buyer's product made therefrom. Buyer acknowledges that Seller has furnished to Buyer Safety Data Sheets, which include warnings together with safety and health information concerning the Product and/or the containers for such Product. Buyer shall disseminate such information so as to give warning of possible hazards to persons whom Buyer can reasonably foresee may receive exposure to such hazards, including, but not limited to, Buyer's employees, agents, contractors and customers. Buyer shall indemnify, defend and hold Seller harmless against any and all liability for Buyer Indemnity Costs arising out of or in any way connected with Buyer's failure to disseminate such information. Buyer intends that its indemnification obligations for claims related to or brought by anyone directly or indirectly employed by Buyer or its subcontractors will not be limited by any provision of any worker's compensation act, disability benefit act or other employee benefit act, and Buyer hereby waives immunity under such acts to the extent it would bar recovery under or prevent enforcement of Buyer's indemnification obligations.

15. **Re-Sale and Re-Export; Compliance with Laws.** Seller prohibits resale of Product unless expressly permitted by Seller in writing. Buyer will comply with all Laws and Standards respecting the export and/or re-export of Product. If Buyer resells the Products, Buyer agrees to the Terms and Conditions Regarding Buyer Resale of Avient Products located at www.avient.com/terms. Seller makes no promise or representation that the Product shall conform to Laws and Standards, unless expressly stated in Seller's order confirmation or in the Specifications. Buyer acknowledges that the use of Product may be subject to requirements or limitations under Laws and Standards. Buyer shall be exclusively responsible for (i) ensuring compliance with all Laws and Standards associated with its intended use of Product; and (ii) obtaining all necessary approvals, permits or clearances for such use. Buyer acknowledges and represents that it is familiar with and shall strictly comply with all applicable laws and regulations concerning the trade, export or re-export of products, services, data or technology ("Items"), including the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and the trade sanctions regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, Customs and Excise Act 91 of 1964; the Promotion to Administrative Justice Act 3 of 2000; the Promotion to Access to Information Act 2 of 2000 and the International Trade Administration Act 71 of 2002 ("Trade Control Laws"). Buyer shall not (re-) export or (re-) transfer or disclose, directly or indirectly, any of the Products or Items supplied by Seller and/or any Items incorporating or processed from such Products, in breach of any Trade Control laws, or, in the event an export license or other approval is required from any governmental authority or agency, without first obtaining such license or approval. If required to enable any competent authority or agency to verify compliance with Trade Control Laws, Buyer shall, if so requested by Seller, promptly provide Seller with all information pertaining to the particular end customer, the particular destination and the particular intended use of the Products and any other relevant information with regard to existing Trade Control Laws. Buyer agrees to indemnify and hold harmless Seller from and against any liability (including fines or legal fees) incurred by Seller with respect to any export or re-export activities by Buyer in violation of its obligations under the applicable Trade Control Laws. Buyer expressly warrants that employees, agents and subcontractors of Buyer shall not directly or indirectly (i) accept, promise, offer or provide any improper advantage to, or (ii) enter into an agreement (a) with any entity or person, including officials of a government or a government-controlled entity, or (b) relating to a product, which would constitute an offense or infringement of applicable Laws and Standards.
16. **No Publicity.** Buyer shall not use Seller's name or trademarks in any advertisements, product descriptions, packaging materials, websites, or any other promotional materials, except with the prior written consent of Seller.
17. **Assignment/Delegation/Subcontracting.** Buyer may not assign rights or delegate duties hereunder except with the prior written consent of Seller, not to be unreasonably withheld. Seller may cede any of its rights or delegate any of its obligations and/or subcontract the performance of Seller's obligations hereunder without the consent of Buyer. Seller shall have the right to terminate an order confirmation with immediate effect if at any time prior to delivery, a person or group of persons who are unrelated to the persons controlling Buyer as of the date of the order confirmation, acquires control, through ownership of voting securities or otherwise, over Buyer. Buyer must notify Seller of such acquisition within 10 (ten) days thereof. Within 10 (ten) days after receipt of such notice, Seller may exercise its right to terminate the order confirmation by giving Buyer written notice.
18. **Integration.** These Terms, together with (i) the product description, quantity, price, and payment terms stated on Seller's order confirmation, (ii) any credit agreement, and (iii) the Specifications, if any, constitute the complete and final agreement and understanding between Seller and Buyer relating to the Product and supersede all prior oral or written communications, agreements, understandings, representations, statements, and assurances between the parties. No statement of agreement, oral or written, made before or at the formation of these Terms shall vary or modify the written terms hereof, and neither party shall claim any amendment, modification or release from any provision hereof unless such change occurs in a writing signed by the other party and specifically identifying it as an amendment to these Terms. No modification or addition to these Terms shall occur by the acknowledgment or acceptance by Seller of a purchase order, acknowledgment, release or other form submitted by Buyer containing additional or different terms or conditions.
19. **U.N. Convention.** The United Nations Convention respecting Contracts for the International Sale of Goods shall not apply to sales under these Terms.
20. **Applicable Law and Dispute Resolution.** These Terms will be governed, interpreted and implemented in accordance with the laws of the Republic of South Africa. Should any dispute of whatever nature arise from or in connect with these Terms, then the dispute shall, unless the parties agree otherwise in writing be resolved by way of binding arbitration. The arbitration shall be conducted before an arbitrator jointly appointed by the parties. Failing appointment of the arbitrators by the parties within 10 (ten) business days from the date the matter was first referred to arbitration, the secretariate of the Arbitration Foundation of South Africa will appoint the arbitrator. The arbitration shall be conducted in English and in accordance with the rules of the Arbitration Foundation of South Africa. The Arbitrator will make an appropriate cost order in relation to the costs incurred by the parties in respect of the arbitration. Should the arbitrator fail to do so then, subject to the other provisions of these Terms, each party shall bear its own costs, however the parties shall share the fees and expenses of the arbitrator equally. Nothing in this clause shall preclude a party from seeking urgent interim relief from a court of competent jurisdiction.
21. **Confidentiality.** To the extent Seller and Buyer have executed a separate confidentiality agreement, then the terms of such confidentiality agreement shall control. To the extent Seller and Buyer have not executed a separate confidentiality agreement, any and all information provided by or on behalf of Seller shall be treated as confidential and shall only be used by Buyer for the purpose of transactions between the parties. In case Buyer is required to disclose the information by virtue of a court order or statutory duty, Buyer shall immediately inform Seller and reasonably cooperate

with Seller should it seek to obtain a protective order. Buyer shall, upon demand by Seller, promptly return to Seller or destroy all such information. Buyer shall not retain a copy thereof. Buyer will sign a reasonable confidentiality agreement upon request and ensure its employees are bound by at least equally restrictive confidentiality obligations as those stated herein.

22. **Termination.** Seller may terminate these Terms at its sole option upon 14 calendar days' written notice to Buyer.
23. **Severability.** In the event of invalidity of a provision of these Terms, the parties shall deem that provision stricken in its entirety (i.e. *pro non scripto*) and the balance of these Terms shall remain in full force and effect or affecting the validity or enforceability of such provision in any other jurisdiction.
24. **Indulgence.** The grant of any indulgence, extension of any time or relaxation of any provision by a party under these Terms shall not constitute a waiver of any right by the grantor or prevent or limit or adversely affect the exercise by the grantor of any existing or future right of the grantor.
25. **Data Protection.** Each Party shall when Processing any Personal Information supplied by either party to the other, comply with all applicable industry codes of conduct to the extent that they regulate the Processing of Personal Information and not do anything, or omit to do anything, which will cause the other Party to contravene any applicable laws, including any Data Protection Legislation. Each party shall comply with Data Protection Legislation in connection with the Processing of Personal Information that may be disclosed under these Terms. For purposes of this clause, 'Process' means to collect, receive, record, organise, collate, store, develop, retrieve, consult, use, disseminate or perform any other act or action, including any other act or action which may be treated or defined as "process" or "processing" in terms of any applicable laws (including Data Protection Legislation). The word 'Processed' shall have a corresponding meaning. 'Personal Information' means information relating to any person, including but not limited to: (i) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person; (ii) information relating to the education or the medical, financial, criminal or employment history of the person; (iii) information relating to the financial affairs of the person; (iv) credit card details and transactional data; (v) any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the person; (vi) biometric information about a person; (v) personal opinions, views and preferences of a person; (vii) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (viii) the views or opinions of another individual about the person; (ix) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person; and (x) any other information which may be treated or defined as "personal information" in terms of any applicable laws, including Data Protection Legislation. 'Data Protection Legislation' means any data protection or data privacy laws applicable in the Republic of South Africa from time to time, including but not limited to the Protection of Personal Information Act, 2013, the Promotion of Access to Information Act, 2000, the Electronic Communications and Transactions Act 2002 and the Consumer Protection Act, 2008.
26. **Interpretation.** Where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a business day, in which event the last day shall be the next succeeding business day. Where the day upon or by which any act is required to be performed is not a business day, the parties shall be deemed to have intended such act to be performed upon or by the next succeeding business day. Words and expressions defined in any clause shall, unless the application of any such word or expression is limited to that clause, bear the meaning assigned to such word or expression throughout these Terms. No provision herein shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have structured, drafted or introduced such provision. The *eiusdem generis* rule shall not apply and whenever the term "including" is used followed by specific examples, such examples shall not be construed so as to limit the meaning of that term. The expiration or termination of this Term shall not affect such of the provisions of these Terms which are expressly provided to operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the relevant provisions themselves do not provide for this.
27. **Consumer Protection Act.** Buyer warrants and represents to Seller that it is not a consumer for purposes of the Consumer Protection Act, 2008. Nothing in these Terms:
 - (i) limits or exempts Seller from any liability (including liability for any loss directly or indirectly attributable to Seller's gross negligence or that of any person acting for, or controlled by, Seller) to the extent that the law does not allow this; or
 - (ii) requires Buyer to assume risk or liability for this kind of loss to the extent that the law does not allow this.