

GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF PLASTIC WASTE FEEDSTOCK

ARTICLE 1 - SCOPE OF APPLICATION

- 1.1. All purchases of Plastic Waste Feedstock (hereinafter referred to as "Goods") are made on the basis of the following General Terms and Conditions for Procurement of Integra Plastics EAD, a member of the Borealis' Group, (hereinafter referred to as "Buyer"), unless otherwise expressly agreed in writing by Buyer.
- 1.2. The Buyer's Purchase Order(s) together with these General Terms and Conditions for Procurement constitute the Contract between the Parties. Any deviating sales conditions on documents from Seller (such as confirmation orders or invoices) shall not apply, unless expressly and previously confirmed in writing by Buyer.
- 1.3. In the event of any conflict, the terms of the Buyer's Purchase Order or other expressed written (frame) agreements shall take precedence over these General Terms and Conditions for Procurement.

ARTICLE 2 - DELIVERY & TRANSFER OF TITLE AND RISK

- 2.1. The Goods shall be delivered according to the agreed Incoterms as stated in the Purchase Order. In case of DAP (Incoterms 2020), Seller is responsible for compliance with all legal obligations arising from the shipment of the Goods, especially under applicable waste shipment laws and regulations. Seller shall provide the Buyer with the completed and signed form under Annex VII of Regulation (EC) No 2024/1157, signed in box 12, as well as with the completed and signed template of the declaration required under Bulgarian legislation for transportation of plastic waste, declaring that the content of other materials, impurities, or contaminants in the transported waste does not exceed six weight percent for the specific shipment. The Seller should send to the Buyer via email a scanned copy of the annex and declaration on the day of loading of the respective batch of Goods. Otherwise, the Buyer has the right to refuse acceptance of the respective Goods.
- 2.2. The Delivery Date is specified in the Purchase Order and Seller must deliver all the Goods strictly in accordance.
- 2.3. Title and risk to the Goods shall be transferred to Buyer at the Place of Delivery according to the agreed Incoterms, unless the Goods are rejected by Buyer.

ARTICLE 3 - DELAY IN DELIVERY

- 3.1. If at any time Seller is not making sufficient progress to meet the Delivery Date, it shall immediately notify Buyer in writing. Seller shall within two working days following such notice inform Buyer about
 - a) the reason for and the duration of the delay, and
 - b) the measures which Seller has undertaken to comply with the Delivery Date.
 Seller shall, at no cost for Buyer, immediately effect all such measures.
- 3.2. If Seller's measures to comply with the Delivery Date are not sufficient, Buyer may undertake all necessary and reasonable measures at Seller's cost, including but not limited to the termination of the concerned Purchase Orders.

ARTICLE 4 - PAYMENT TERMS & INVOICE

- 4.1. Unless otherwise provided, in the Purchase Order the Purchase Price shall include all expenses in connection to the delivery of the Goods, including packaging, transport, insurance, and any national, state or local taxes of whatever nature payable until the delivery, except VAT. If requested by Buyer, the invoices shall specify as separate items the different expenses listed above.
- 4.2. Terms of Payment will be determined in the respective Purchase Order.

ARTICLE 5 - CONFORMITY & WARRANTY

- 5.1. The Goods shall meet the agreed specifications. Any change to the specifications has to obtain Buyer's prior written consent. In particular, the Goods shall be deemed non-conforming when
 - they are not the ones specified in the Purchase Order, or do not conform to the specifications, samples or other descriptions and requirements (including manufacture, packaging, labelling or transportation) set forth in the Purchase Order or by relevant laws and regulations; or
 - they infringe upon any existing or pending patents, copyrights, trade secrets or other proprietary rights of third parties; or
 - they are not free from all liens, encumbrances and claims of third parties; or
 - a different quantity than the one required in the Purchase Order is delivered; or
 - they are classified as hazardous waste as defined in EU's Waste Framework Directive (Directive 2008/98/EC on waste, as amended from time to time).
- 5.2. Seller warrants that none of the Goods shall be non-conforming in the meaning of article 5.1. above.
- 5.3. Buyer shall have the right but not the obligation to inspect all the Goods. If any of the Goods are non-conforming, Buyer will notify Seller within 30 days of identification of non-conformance and shall have, in addition to the available legal remedies and claims, including damages, the right to:
 - reject such Goods without obligation or liability and direct Seller, at Seller's sole risk and expense, to properly dispose of such Goods; and
 - obtain either the replacement of such Goods by conforming Goods, or be reimbursed of any purchase price paid to Seller in relation to such Goods; and
 - if necessary, purchase similar Goods from another vendor.
- 5.4. Seller shall not replace any non-conforming Goods without Buyers' written consent. Any replacements of the Goods shall be additionally and automatically warranted against non-conformity and subject to the same obligations of Seller.
- 5.5. Seller shall obtain adequate product liability insurance coverage for the Goods and provide Buyer at its first request with adequate evidence of such coverage.
- 5.6. Seller is an authorized waste handler within the meaning of all applicable waste laws and has all permits in place to handle and sell the Goods. Seller has to immediately inform Buyer about any changes to its waste handling permits.

ARTICLE 6 - CHANGES & ASSIGNMENTS

- 6.1. Buyer is entitled to change its Purchase Order in respect of the quantity, quality or other characteristics of the Goods. Seller must advise Buyer of the resultant impact of the changes on the Purchase Price and on the Delivery Date within a week after receipt of the changes to the Purchase Order. Seller may only implement the changes after Buyer's written approval of the impact on the Purchase Price and on the Delivery Date.

6.2 Seller may not assign the Contract without the prior written consent of Buyer.

ARTICLE 7 - TERMINATION

In the event of Seller's default, Buyer, without prejudice to any of its other rights or remedies, shall have the right to immediately terminate the Contract or any part of it by written notice to Seller, and claim damages. Seller shall be considered to be in default if, inter alia, one or more of the following situations occur:

- Seller becomes insolvent or there is filed by or against the Seller a petition in bankruptcy, reorganization or other insolvency proceeding.
- Seller is in material breach of its obligations hereunder, if the material breach is not capable of being remedied or has not been remedied within two weeks after its occurrence.
- Seller breaches any of the compliance provisions in Article 9.
- Seller does not comply with the Delivery Date (in this case Buyer may only cancel the concerned the delayed Goods).

ARTICLE 8 - FORCE MAJEURE

8.1. A party's obligations shall be suspended to the extent that, by no fault of such party, the performance of its obligations is prevented by circumstances that could not have been prevented, overcome and foreseen (Force Majeure).

ARTICLE 9 - ETHICS AND COMPLIANCE

9.1 Seller agrees to conduct business with Borealis in accordance with Borealis Ethics Policy and Borealis Code of Business Conduct for Suppliers (www.borealisgroup.com/en/company/about-borealis/compliance-and-ethics/).

9.2 Seller as well as any of its affiliates, respective directors, officers or employees shall not engage in, support or facilitate transactions or activities that violate any laws, regulations, rules or requirements in force from time to time, including without limitation, of the European Union, any EU member state, the United Kingdom, the United Nations or the United States of America relating to trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws. In the event of a breach of this clause by Seller, Buyer shall be entitled to immediately terminate this Contract without any liability and cost.

9.3 At all times, Seller shall (and shall procure and warrant that any of its authorized subcontractor or sub-supplier shall):

- fully comply with its obligations under all applicable laws, including without limitation all applicable employment, health and safety, social security and tax laws;
- duly pay all social security charges, taxes, duties, levies, contributions or related charges (and any interest or penalties thereon) related to its personnel and compensate its personnel not less than with the minimum wages prescribed by law or collective agreement and;
- obtain all necessary permits, authorizations and registrations in connection with the execution of the Agreement.

Seller undertakes to keep all documents proving the fulfilment of the requirements set out in this Clause for not less than the duration of the Contract and Seller further undertakes to communicate any relevant document to Buyer upon Buyer's request for compliance verification purposes.

In the event of non-compliance by Seller (or by any of its authorized subcontractor or sub-supplier) of any of the provisions set out in this Clause, Seller shall undertake immediately all necessary remedial actions and keep Buyer informed on all steps taken. Buyer shall be entitled to immediately terminate the Contract, with no liability. Furthermore, Seller shall indemnify and hold harmless Buyer from and against any loss, cost or damage resulting therefrom.

9.4 Notwithstanding any other provisions hereunder, national data protection laws and the General Data Protection Regulation (GDPR) EU 2016/679 as amended shall apply and be adhered to by both Parties. Each Party shall use, and ensure that its respective subcontractors use, all personal data of the disclosing party exclusively for the purposes of performing the Contract. The disclosing party confirms that it is authorized to provide the receiving party with personal data.

ARTICLE 10 - GOVERNING LAW & JURISDICTION

The purchase of the Goods shall be exclusively governed by and construed according to the laws of Bulgaria, without recourse to its conflict of law principles.

Any dispute shall be exclusively submitted to the jurisdiction where the Buyer has its principal place of business, or, at the choice of the Buyer, to the competent court where the Seller has its principal place of business. In the latter case, Buyer is entitled to waive the application of Bulgarian law to the benefit of local law.