

Terms & Conditions of Sale – MT as Seller

These terms and conditions of sale (these “Conditions”) shall apply to any sale of products (“Products”) by Momentive Performance Materials Quartz, Inc. d/b/a Momentive Technologies (“Momentive” or “Seller”) to a buyer (“Buyer”). The Buyer and Seller are collectively referred to as the “Parties” and each individually as a “Party”.

1. Applicable Terms

- 1.1 All sales by Seller to Buyer, whether initiated by written purchase order, electronic means, telephone or any other method, will be subject to the following: (i) if a formal agreement is then in effect between Buyer and Seller and applicable to such sale (a "Sales Agreement"), then any term in the Sales Agreement that conflicts with these Conditions of Sale (“Conditions”) will apply, and these Conditions will otherwise apply; and (ii) if no Sales Agreement is in effect, these Conditions, and the Product description and quantity specified in Buyer's order as accepted by Seller, will make up Buyer's complete contract with Seller.
- 1.2 To promote their safe and effective use, all Products are provided solely for use or consumption by Buyer, and any resale or other transfer of any such Products by Buyer is prohibited and will constitute a material breach of these Conditions. These Conditions may be modified only by the written agreement of Buyer and Seller. By purchasing Products from Seller, Buyer confirms its agreement with these Conditions, and agrees that, even if Buyer sends Seller another form of agreement or terms, or modifications to these Conditions, and Seller does not agree in writing, these Conditions shall govern. The United Nations Convention on Contracts for the International Sale of Goods will not apply to any sale of Products.

2. Pricing; Order Documentation

- 2.1 Product prices are determined by the Sales Agreement then in effect, if any. In the absence of a Sales Agreement, prices are determined by Seller's list prices in effect at the time of shipment. Seller's price quotations to Buyer will expire automatically 30 days after the date of quotation. If Seller implements a general or industry specific price increase for any Product, all quotations for such Product then within the 30 day validity period, and all orders for such Product that are confirmed but not shipped as of the effective date of such adjustment, shall be increased accordingly.
- 2.2 All prices are exclusive of VAT, all sales, use and excise taxes, any customs duties, taxes, levies and similar charges, premium freight costs, customized packaging, disassembly, tack-back, proper recycling and disposal of waste and other costs applicable at the delivery date by Seller, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Seller shall also be entitled to impose additional charges for the completion of forms, at Buyer's request, with respect to shipping. Buyer shall be responsible for all such charges, costs and taxes; provided that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.
- 2.3 Unless otherwise indicated on the quote, written quotations by Seller shall expire automatically thirty (30) days after the date of the quotation. If Seller implements a general or industry specific price increase for any Product, all quotations for such Product then within the thirty (30) day validity period, and all orders for such Product that are confirmed by not shipped as of the effective date of such adjustment, shall be increased accordingly.
- 2.4 Changes to existing orders are subject to Seller's acceptance and may result in an increase in per piece price due to any reschedule and/or order changes. Any orders for customized Products are non-cancellable. Cancellations to existing orders are subject to Seller's prior written acceptance and reimbursement by Buyer of Seller's incurred costs, including all labor costs and expenses and costs of materials that are not useable by Seller, plus a thirty percent (30%) restocking fee. Such incurred costs will be determined by Seller and communicated in writing to Buyer.
- 2.5 No Products shall be returned to Seller, whether for inspection, repair, replacement, or any other reason, without prior approval from Seller. Products and parts must be returned in new or like new

condition with complete identification in accordance with Seller's instructions or the shipment may not be accepted. All returns must be sent FCA to Seller's designated location (per Incoterms 2020) unless otherwise instructed. Where authorization has been obtained to return Products for reasons beyond warranty, a restocking charge of thirty percent (30%) and any additional transportation charges are applicable.

3. Shipment Terms and Delivery

3.1 Unless otherwise agreed to in writing by Seller, all shipments shall be made FCA (as defined in Incoterms 2020) – to Seller's designated location. Risk of loss or damage to Products will pass from Seller to Buyer at the time such Products are first delivered to a commercial transportation carrier or appointed party for shipment. Seller retains title to all parts and Products delivered to Buyer until receipt by Seller of all amounts invoiced including interest and charges, as applicable. All delivery dates are estimates only. Buyer agrees that a variation of up to 10% in quantity delivered is acceptable to Buyer and shall constitute fulfillment of an order.

3.2 Except as otherwise stated herein, the Products shall be deemed to have been accepted by Buyer thirty (30) calendar days after delivery of the Product, unless Buyer notifies Seller, in writing, within that period, of the reasons for non-acceptance. Notwithstanding the foregoing, use of the Products by Buyer, its agent, employees, or customers, shall constitute acceptance of the Products by Buyer.

4. Payment Terms

4.1 Payment will be due in full, in U.S. Dollars, within thirty (30) days after the invoice date. Buyer shall reimburse Seller for Seller's costs of collection, including, without limitation, any reasonable attorney's fees, and legal costs if Buyer fails to pay Seller within such 30-day period, including interest at the rate of 1.5% per month, or the maximum interest rate permitted by applicable law, whichever is less, on any past-due amounts.

4.2 If Buyer is in default of its obligations hereunder, files for bankruptcy, or is reasonably believed by Seller to be insolvent, then Seller, in Seller's sole discretion, reserves the right, without prejudice to any other rights or remedies which Seller may have under the applicable law, to (i) suspend or withhold shipments (including partial shipments of any purchase order) of Product to Buyer, or cease any performance, until such time as payment is received from Buyer in full, (ii) reject any new purchase orders received from Buyer, (iii) retain ownership of any re-usable packaging, and/or (iv) require Buyer to prepay for further Product shipments until complete payment has been received. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

4.3 Upon written request from Seller, Buyer shall provide Seller with all then-current financial information necessary at any time to review and confirm Buyer's creditworthiness. Buyer has no right to offset against claims and has no right of retention or withholding payment unless Buyer's counterclaim has been established by a final and binding decision of the competent court or is undisputed.

5. Quality & Audit

5.1 Seller shall maintain a recognized and suitable quality assurance system for its Products and services. Buyer may, at its sole cost and expense, audit the quality assurance system on Seller's premises, relating to its existence and application under this agreement, at a mutually agreed upon date, with at least three (3) weeks' advance written notice and not more than once per calendar year.

6. Limited Warranty

Seller warrants to Buyer for a period of twelve (12) months that all Products sold to Buyer will be free of any claim of ownership by third parties and will materially conform to Seller's specifications in effect at the time of manufacture, or such other specifications as shall have been expressly agreed in writing by Buyer and Seller. Buyer will inspect all Products for damage, defect or shortage promptly after Buyer receives them. Buyer will be deemed to have accepted the Products unless it promptly notifies Seller in writing of any nonconforming Products. The conditions of any test for conformance with

specifications shall be mutually agreed upon and Seller will be notified in writing of, and may be represented at, all such tests. Buyer agrees that, if any Product is determined not to conform to the warranty set forth above during the period ending at the earlier of (i) six months from date of shipment by Seller, or (ii) the applicable “Use By” date set by Seller, if any, Buyer’s sole and exclusive remedy shall require only that Seller, in Seller’s sole discretion, repair or replace the defective Product. Defective Products shall not be returned by Buyer until authorized by Seller. **THIS LIMITED WARRANTY IS GIVEN ONLY TO THE ORIGINAL PURCHASER, IT MAY NOT BE TRANSFERRED OR ASSIGNED AND DOES NOT EXTEND TO ANY SUBSEQUENT PURCHASER OR TRANSFEREE OF PRODUCTS. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

7. **Limitation of Claims**

Except as agreed in the Limited Warranty set forth above, Seller will not be responsible for any harm arising out of Buyer’s purchase, possession or use of any Product, whether based in contract, warranty, negligence or other tort, strict liability or otherwise. **SELLER WILL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EQUIPMENT DOWNTIME, COST OF ANY SUBSTITUTE FOR PRODUCTS, CLAIMS OF THIRD PARTIES OR INJURY TO PERSONS OR PROPERTY. THIS LIMITATION SHALL APPLY NOTWITHSTANDING A FINDING THAT ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE CONDITIONS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER.**

8. **Advice and Other Services**

Buyer agrees that Seller will not have control over the design, testing or labeling of any product produced using Seller’s Products, and that Buyer is not relying on any representation or statement made by, or on behalf of, Seller with respect to the suitability of any Product for any purpose, or on any advice, recommendation or information obtained from Seller’s product literature or web sites, including any design aid or other service made available by Seller. Buyer has tested and investigated the Products enough to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer and will not make, and hereby waives, any claim against Seller based on Seller’s advice, statements, information, services or recommendations.

9. **Intellectual Property**

- 9.1 Any suggestions Seller makes about possible articles, designs or uses of Products do not give Buyer a license under any patent or other intellectual property right covering such articles, designs or uses, nor are they a recommendation that Buyer use any Product in a manner that may infringe any patent or other intellectual property right. If there is a claim that any Product, in the form in which Seller sold it to Buyer, infringes another person’s patent or other intellectual property right in the jurisdiction in which such sale took place, then (i) Seller will defend Buyer against such claim, provided that Seller is notified promptly in writing and given all necessary information, assistance, and authority to defend the same, and will pay all damages and costs finally awarded to Buyer as a result thereof, and (ii) if any Product subject to such a claim is determined to infringe another person’s patent or other intellectual property right, Seller shall, at its sole option and expense, either procure for Buyer the right to continue using the Product or accept return of the Product from Buyer and refund the purchase price thereof. The foregoing states the entire obligation of Seller for intellectual property infringement. Seller shall not be responsible for, and Buyer shall hold Seller harmless against, any damages and costs incurred by Seller as a result of any claim of infringement of another person’s patent or other intellectual property right that arises from Seller’s compliance with any specification or instruction provided by Buyer. If Buyer becomes aware of any claim of the type described above, it will promptly notify Seller

in writing and give Seller all necessary information, assistance and exclusive authority for the defense of any such claim and its settlement.

- 9.2 Buyer shall indemnify and hold Seller harmless from and against any and all losses, costs, expenses, claims, demands, suits, and judgments arising from actual or alleged infringements of any third party's intellectual property rights by any Product manufactured to Buyer's specifications, or to the extent that such infringement is caused by Seller's compliance with any Buyer requirement, modification, or specification.
- 9.3 Buyer hereby warrants that all part designs, drawings, specifications and any other information disclosed to Seller belongs either to Buyer or a third party who has given legal permission to Buyer to provide such information to Seller, and that Buyer is under no restrictions from disclosing such information to Seller, and that such disclosure does not constitute a breach of any duty of confidentiality owed by Buyer to any third party. All drawings are required to be on Buyer's letterhead, or that of a third party for whom Buyer is legally entitled to act, prior to acceptance of order.
- 9.4 Seller claims all proprietary rights in the Products and any information shipped or associated with the Products. Each party reserves ownership and copyrights with respect to its illustrations, drawings, calculations and other documents. Nothing in this agreement will function to transfer any of either party's intellectual property rights to the other party. Drawings and technical information are issued in confidence and may not be disclosed, reproduced, disseminated, or used by either party without the other party's prior express written consent.

10. Termination

- 10.1 Without prejudice to any other rights of termination provided herein, the agreement between the Parties may be terminated immediate at any time, effective upon written notice under the following conditions:

(a) by either Party if the other Party commits a material breach of this agreement and such breach is not cured within thirty (30) business days of written notice of such breach, or if such breach is not reasonably subject to cure within thirty (30) business days, or if the Party in breach has not commenced a continuous good faith effort to cure the default; or

(b) by either Party if the other Party ceases its business operations, makes a general assignment for the benefit of creditors, or becomes subject to insolvency or voluntary bankruptcy or receivership proceedings, or if bankruptcy or receivership proceedings are initiated against that Party and not lifted within thirty (30) days.

11. Events Beyond Seller's Control

Seller will not be responsible if Seller's performance of any obligation hereunder (other than the payment of money) becomes impossible or commercially unreasonable due to any cause or event beyond Seller's reasonable control, including, without limitation, acts of God, acts of any governmental authority, acts of Buyer, acts of terrorism, war, civil disturbance, global health conditions (including any epidemic, pandemic or disease outbreak (including the COVID-19 virus)), labor disruption or strike, fire, explosion, release of dangerous or hazardous materials, inability to obtain necessary raw materials, utilities, transportation, machinery or services, and any similar or dissimilar cause or event.

12. Confidential Information

- 12.1 "Confidential Information" means all non-public, confidential, or proprietary information (whether communicated in writing, verbally, electronically or by any other means and whether communicated directly or indirectly), including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, and information in connection with these Conditions and the transactions contemplated therein, or any related agreement, which by its nature is intended to be for the knowledge of the receiving Party alone, and whether or not marked as "confidential" or "proprietary" or which is otherwise confidential, and

all information concerning the business transactions and the financial arrangements of any Party with any person with whom that Party is in a confidential relationship with regard to the matter in question.

- 12.2 Neither Party, including but not limited to its affiliated entities, owners, managers and employees shall, without the prior written consent of the disclosing Party, for any purpose other than the proper performance of its obligations under these Conditions make use of or disclose or permit the use or disclosure to any third party of any trade secrets or other Confidential Information, whether relating to the method of operation or business of the other Party or the Products which it may receive or obtain either directly or indirectly, or make any public announcement, communication or circular concerning the transactions to which these Conditions shall apply. This obligation shall remain in force 5 (five) years after fulfilment of the Products. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this clause.
- 12.3 A disclosing Party has no liability or responsibility for errors or omissions in, or any decisions made by the receiving Party in reliance on any Confidential Information disclosed under these Purchase Terms. No warranties of any kind (whether express, implied or statutory) are made in connection with the Products as to the accuracy or completeness of the Confidential Information disclosed.
- 12.4 This clause does not apply to information that Buyer can document is: (i) in the public domain; (ii) known to Buyer at the time of disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.

13. Assignment

No assignment of any rights or delegation of any duties of Buyer shall be valid or binding unless such assignment or delegation is in writing and Seller provides prior written approval of such assignment or delegation.

14. Governing Law

The terms & conditions of this agreement, their interpretation and any contractual or non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of the country where Seller (i.e., the affiliated entity, subsidiary, or holding company that enters into the agreement) has its registered office without regard to any conflict of law rules. Any dispute arising directly or indirectly out of the terms and conditions of this agreement shall be resolved exclusively by the competent courts in having jurisdiction over the area where the Seller has its registered office.

15. Compliance with Law; Anti-Corruption; Export Control

- 15.1 The products supplied by Seller under this agreement may be subject to export controls under the laws and regulations of the United States (U.S.), the United Nations (UN), the European Union (EU), United Kingdom (UK), or the country of export pursuant to applicable law. Such regulations include but are not limited to the U.S. Export Administration Act and Trading with Enemy Act and the International Traffic in Arms Regulation (ITAR). Unless otherwise provided for by applicable mandatory laws, Buyer shall comply with such laws and regulations governing export, re-export, transfer, and use of Seller Products and will obtain all required U.S., UN, EU, UK, and local authorizations, permits, or licenses. Buyer and Seller each agree to provide the other Party with information, supporting documentation, and assistance as may reasonably be required by the other, in connection with securing authorizations or licenses. Buyer's obligations under this clause shall survive the expiration or termination of this agreement.
- 15.2 Buyer shall comply with all applicable laws, including, without limitation, the U.S. Foreign Corrupt Practices Act, relating to the Products and their use. Buyer shall not take any action in connection with Seller's Products deemed to support a boycott of any country unauthorized by the government of the US, UN, EU, UK, or any government and pursuant to applicable law, or otherwise take any action which will place Seller or any associated company of Seller in jeopardy of breaching or violating any such laws or regulations or interpretations thereof.

- 15.3 Seller makes no warranty or representation with respect to the Products compliance with applicable law. Buyer has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this contract. If Buyer is purchasing the Product in connection with an agreement with a governmental authority, Buyer acknowledges that it is solely responsible for complying with the terms of such agreement, including any obligations that Buyer is required to impose on its sub-contractors.
- 15.4 Buyer shall obtain all licenses, permits, and approvals required by any government or applicable authority, including any recycling or takeback programs applicable to packaging of Products, and shall comply with all applicable laws, rules, regulations, policies and procedures and any requirements applicable to the , use, sale, loan, purchase, destruction and distribution of Products under any laws and regulations, of any government or other competent authority where the Products are to be used or deployed (collectively, “Applicable Laws”). In the event of any third-party claim against Seller relating to the foregoing, Buyer shall provide all necessary information and assistance in the resolution of the claim and Buyer shall indemnify and hold Seller harmless against any such third-party’s claim. Buyer warrants that it shall not take any action or permit or authorize any action that will render Seller liable for a violation of the U.S. Foreign Corrupt Practices Act, UK Bribery Act and any applicable local law, which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist it or Seller in obtaining or retaining business. Seller strives to maintain the highest standards of business integrity. If Buyer has any cause for concern regarding any business practices these should be reported to Seller. Buyer acknowledges that the failure to comply with all such Applicable Laws and/or Seller’s policies will be deemed a material breach of this contract and shall entitle Seller to terminate this agreement (in addition to any other remedies Seller may have at law or equity). Buyer agrees to indemnify, defend and hold Seller harmless from any breach of Buyer’s obligation under this clause.
- 15.5 Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under these Conditions. Buyer assumes all responsibility for shipments of goods requiring any government import clearance. Seller may terminate these Conditions if any governmental authority imposes antidumping or countervailing duties or any other penalties on goods.
- 15.6 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 Bureau of Industry and Security of the U.S. Department of Commerce or identified in any similar governmental publication.

16. Health and Safety Compliance

Seller will give Buyer Safety Data Sheets (“SDSs”) for Products sold to Buyer. Buyer understands that some Products may be hazardous materials or hazardous substances under various laws and regulations when handled or processed. Buyer agrees to familiarize itself (without further reliance on Seller) with any hazards of the Products, their processing and applications and the containers in which the Products are shipped. Buyer agrees to provide the SDSs to all those required by law to receive the same and to inform and train its employees, and properly warn and instruct its customers, as to hazards identified in the SDSs or discovered by Buyer in its investigations. Buyer agrees to properly manage and dispose of all wastes and residues resulting from its use of all Products, including any disposable packaging, in accordance with applicable disposal or recycling laws.

17. Electronic Commerce

Buyer may not share any password, access code or similar credential issued to it by Seller, and Seller reserves the right to suspend or revoke any such credential. Buyer is solely responsible for ensuring the security and integrity of its ordering process. Any information provided by Seller via any internet site or electronic communication (i) is subject to correction or change without notice, and (ii) is

provided for the sole use of Buyer for purposes of facilitating individual transactions involving the purchase and sale of Products. Seller may issue electronic invoices for any purchases of Products made using the Internet, e-mail or any other computer-based electronic communications method, and agrees to honor such invoice as if it had been delivered in writing.

18. Medical Applications

Buyer understands that the Products are not intended for use in any medical application involving permanent implantation in the human body, or any such implantation lasting longer than 29 days, and agrees not to use any Product for any such application, or for any other application into which, to Buyer's knowledge, Seller has previously declined to sell Products.

19. General

Neither course of performance or dealing, nor usage of trade, nor prior writings or agreements shall be used to qualify, explain or supplement any of these Conditions of Sale. The invalidity, in whole or in part, of any term herein, shall not affect any other term, each of which shall be enforced to the full extent permitted by law. These Conditions are for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Conditions.

20. Waiver.

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Conditions operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

21. Notices.

All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the face of the Seller's acceptance of an order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

22. Miscellaneous.

22.1 This agreement constitutes the entire understanding between the Parties as to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the Parties.

22.2 Buyer may bring any dispute or claim against Seller only in Buyer's individual capacity and not as a class action or representative action.

22.3 Nothing in this agreement (i) creates a partnership between the Parties; (ii) establishes either Party as the agent of the other; or (iii) entitles either Party to commit or bid the other.

22.4 The following sections will survive expiration or termination of the agreement: payment terms, intellectual property, confidentiality, disclaimer, indemnification, liability, miscellaneous, and any additional sections which by their nature are intended to survive any expiration or termination.