

STANDARD CONDITIONS OF SALE

These Standard Conditions of Sale (“Standard Conditions”) apply exclusively to the Ti-Pure™ Flex Ecommerce Portal (the “Portal”) and are made by and between the Chemours Company, on behalf of itself and its subsidiaries and affiliates (the “Seller”) and you, the (“Buyer”) and are made a part of and incorporate by reference the Chemours Company [Terms of Use](#) (“Terms of Use”). In the event of a conflict between these Standard Conditions and the Terms of Use as applicable to the Portal, these Standard Conditions will prevail. **THESE STANDARD CONDITIONS, AS WELL AS PRICING INFORMATION MADE AVAILABLE TO BUYER VIA THE PORTAL, ARE AND SHALL REMAIN CONFIDENTIAL, AND BUYER’S ACCESS TO THE FOREGOING IS CONDITIONED ON BUYER MAINTAINING THEIR CONFIDENTIALITY AND NOT DISCLOSING SUCH INFORMATION TO ANY THIRD PARTY, OTHER THAN BUYER’S EMPLOYEES AND CONTRACTORS WHO HAVE A NEED TO KNOW AND WHO ARE BOUND BY SIMILAR OBLIGATIONS OF CONFIDENTIALITY.**

1. Upon Buyer's receipt of Seller's Order Confirmation, such order shall be deemed final, provided that Buyer may modify an order, subject to a modification fee of 3% of the total purchase price for the modified order. Buyer's cancellation of any order shall trigger a cancellation fee equal to USD 150 per metric ton of volume subject to the cancellation (or equivalent if purchase was intended in a different currency), either invoiced separately to Buyer or added to Buyer's next order invoice. Revocation of Portal access may occur in the event of frequent order modifications or cancellations.
2. Buyer may request specific delivery dates via the Portal, and Seller shall in good faith work to meet such delivery dates and shall reference any agreed upon delivery dates in the order confirmation, provided, however, that Seller shall not be liable for any shipments that arrive prior to or after the delivery date occurring as a result of carrier delay.
3. Seller warrants only that (a) any products or services provided hereunder meet Seller's standard specifications for the same or such other specifications as may have been expressly agreed to herein; (b) the use or sale of any products or services provided hereunder will not infringe the claims of any validly issued United States patent covering such product or service itself, but does not warrant against infringement by reason of (i) the use of any information provided, (ii) the use of any product or service in combination with other products, services, or information or in the operation of any process, or (iii) the compliance by Seller with any specifications provided to Seller by Buyer; and (c) all products provided hereunder were produced in compliance with the requirements of the Fair Labor standards Act of 1938, as amended. **WITH RESPECT TO ANY PRODUCTS, SERVICES, INFORMATION OR ASSISTANCE PROVIDED TO BUYER, SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.** Buyer assumes all risk and liability resulting from use of the products, services, information or technical assistance delivered hereunder, whether used singly or in combination with other products, services, or information.
4. Buyer is responsible for all taxes, duties and fees for the sale and shipping of the products, services or information sold hereunder, which taxes, duties and fees may be assessed after Buyer’s agreement to purchase products, services or information via the Portal. The Buyer shall reimburse the Seller for all taxes, (excluding income taxes) excises or other charges which the Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the products, services, or information sold hereunder.
5. In the event Buyer fails to fulfill Seller's terms of payment, or in case Seller shall have any doubt any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.
6. **IN NO EVENT WILL SELLER’S AGGREGATE LIABILITY TO BUYER FOR ALL DAMAGES ARISING FROM ANY AND ALL CLAIMS RELATED TO THE BREACH OF THESE STANDARD CONDITIONS, NONDELIVERY, OR THE PROVISION OF ANY PRODUCT, SERVICE,**

INFORMATION, OR ASSISTANCE COVERED BY THESE STANDARD CONDITIONS, REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS, SERVICES, INFORMATION OR ASSISTANCE IN RESPECT OF WHICH DAMAGES ARE CLAIMED. NO CLAIM SHALL BE ALLOWED FOR PRODUCT THAT HAS BEEN PROCESSED IN ANY MANNER. FAILURE TO GIVE NOTICE OF A CLAIM WITHIN NINETY (90) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN CASE OF NONDELIVERY) SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH PRODUCTS, SERVICES, OR INFORMATION. PRODUCTS SHALL NOT BE RETURNED TO SELLER WITHOUT SELLER'S PRIOR WRITTEN PERMISSION. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. IN ADDITION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING OUT OF OR RELATING TO THESE STANDARD CONDITIONS OR THE PROVISION OF ANY PRODUCT, SERVICE, INFORMATION OR ASSISTANCE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES WAIVE AND AGREE NOT TO ASSERT NON-CONTRACTUAL CLAIMS ARISING UNDER STATE LAW RELATING TO THESE STANDARD CONDITIONS OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THESE STANDARD CONDITIONS, AND THESE STANDARD CONDITIONS SHALL BE DEEMED TO INCLUDE SUCH LANGUAGE AS MAY BE REQUIRED TO EFFECT SUCH WAIVER. WAIVER BY EITHER PARTY OF ANY DEFAULT BY THE OTHER HEREUNDER SHALL NOT BE DEEMED A WAIVER BY SUCH PARTY OF ANY DEFAULT BY THE OTHER WHICH MAY THEREAFTER OCCUR.

7. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, pandemic, act of terror, inability to obtain equipment or transportation, failure to obtain or hardship in obtaining reasonably priced supplies of materials, or failure of usual transportation mode ("Force Majeure"). Quantities so affected may be eliminated from the Agreement without liability, but the Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the product specified herein to enable it to perform these Standard Conditions.

8. If for any reason including but not limited to Force Majeure, Seller is unable to supply the total demand for products specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.

9. Seller may furnish such assistance and information as it has available with respect to the use of the products or services provided herein. Unless otherwise agreed in writing, all such assistance and/or information will be provided gratis. Buyer agrees to evaluate such assistance and/or information, to make an independent decision regarding the suitability of the products, services, assistance and information for Buyer's application, and only use such products, services, assistance and information pursuant to then current good product stewardship principles and all legal and regulatory requirements applicable to Buyer's business.

10. Buyer acknowledges that it is familiar with Seller's labeling and literature concerning the products provided hereunder and shall forward such information to its employees, contractors and customers who distribute, handle, process or sell such products. Buyer agrees that products provided hereunder will not be used or knowingly be resold or given in sample form to persons using or proposing to use the products for purposes contrary to recommendations given by Seller or prohibited by law, and will be sold or given as samples only to persons who can handle, use and dispose of the products safely. Unless agreed to by Seller in a prior written agreement covering such use, in no event shall Buyer use products or resell products for use in the manufacture of any implanted medical device, or for any other temporary or permanent use in the human body, or in contact

with internal body fluids or tissues. Buyer agrees that export of any product, service or information provided here under shall be in accordance with applicable Export Administration Regulations.

11. Except as specifically authorized in a written agreement, the sale of product (even if accompanied by documents using a trademark or trade name of Seller) does not convey a license, express or implied, to use any trademark or trade name of Seller, and Buyer shall not use any trademark or trade name of Seller in the conduct of its business without Seller's prior written consent.

12. These Standard Conditions are not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. Seller may assign these Standard Conditions in whole or in part upon prior written notice to Buyer. Any assignment in violation of the foregoing shall be null and void.

13. Buyer and Seller agree to arbitrate all disputes, claims or controversies whether based on contract, tort, statute, or any other legal or equitable theory, arising out of or relating to (a) these Standard Conditions or the relationship which results from these Standard Conditions, (b) the breach, termination or validity of these Standard Conditions, (c) the purchase or supply of any product, service, or information provided by Seller, (d) events leading up to the formation of Buyer's and Seller's relationship, and (e) any issue related to the creation of these Standard Conditions or its scope, including the scope and validity of this paragraph. The parties shall before and as a condition to proceeding to arbitration attempt in good faith to resolve any such claim or controversy by discussion between senior representatives of each party and then by mediation. Any such claim or controversy which remains unresolved 60 days after the appointment of a mediator or 60 days after good faith efforts by either party to proceed to mediation shall be finally resolved by binding arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect by one independent and impartial arbitrator, the selection of whom shall be agreed to by the parties. If the parties cannot agree to the selection of an arbitrator, the arbitrator shall be selected by CPR. The laws of the State of Delaware shall apply to the conduct and substance of the arbitration. Unless otherwise agreed by the parties, the arbitration shall occur in Wilmington, Delaware. These Standard Conditions shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of any state laws inconsistent therewith. Unless otherwise agreed by the parties, the arbitration shall be concluded within 6 months after the appointment of the arbitrator and discovery shall conclude within 90 days of the appointment of the arbitrator with no more than 3 depositions per side and collection of documents from no more than 5 document custodians per side. Any judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. In the event that either party wishes to appeal an award, the parties agree to follow the then current CPR Arbitration Appeal Procedure. Buyer and Seller agree not to file or join any class action or class arbitration, seek or consent to class relief, or seek or consent to the consolidation or joinder of its claims with those of any third party. If any clause within this Arbitration Provision (other than the agreement regarding the conduct of the arbitration in the preceding sentence) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of the Arbitration Provision will be given full force and effect. If such agreement regarding the conduct of the arbitration is found to be illegal or unenforceable and if the arbitrators permit a class arbitration or consolidated or joined matter to proceed, this entire Arbitration Provision will be unenforceable, and the dispute may be decided by a court and Buyer and Seller waive their right to trial by jury. The obligations set forth in this paragraph shall survive the termination or expiration of these Standard Conditions.

14. As part of this transaction, Seller may collect, use and disclose personal information about Buyer including company name, address, banking and credit information as well as name, phone number, email address and other contact details of natural persons within Buyer's organization and Buyer's contractors. Seller may share personal information with its affiliates and selected third parties globally in order to complete the transaction and as described in Seller's privacy statement posted on Seller's [Privacy Policy](#). These Standard Conditions shall be construed and governed by Delaware USA law, without regard to any applicable conflicts of law provisions, and the terms of the UCC, rather than the United Nations Convention on Contracts for the International Sale of Goods, shall apply.

15. Except as expressly provided in any other term or condition of these Standard Conditions, any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only

to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

16. These Standard Conditions supersedes all prior agreements, representations and understandings between the parties (whether written or oral) with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the provision of products, services or information disclosed hereunder. Not by way of limitation of the unqualified nature of the foregoing, Buyer acknowledges, agrees and represents that it is not relying upon, and it has not been induced by, any representation, warranty, statement made by, or other information provided by Seller in connection with its decision to purchase or use any product, service, information or technology, other than the representations and warranties Seller as and only to the extent expressly provided in these Standard Conditions. No modification of these Standard Conditions shall be binding upon Seller unless separately contracted in writing and executed by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions.

17. The official text of these Standard Conditions shall be the English language, and any interpretation or construction of this Standard Conditions shall be based thereon. If these Standard Conditions are translated into another language the English version shall be controlling in the event of discrepancy between the two.



The information set forth herein is furnished free of charge and based on technical data that Chemours believes to be reliable. Chemours makes no warranties, expressed or implied, and assumes no liability in connection with any use of this information. Nothing herein is to be taken as a license to operate under or a recommendation to infringe on any patents or trademarks.

©2023 The Chemours Company FC, LLC. Chemours and any associated logos are trademarks or copyrights of The Chemours Company FC, LLC. Chemours™ and the Chemours logo are trademarks of The Chemours Company.