

COVESTRO DIRECT STORE

TERMS OF USE (VERSION 1, DATED 01 JULY 2021)

1. COVESTRO NL

- 1.1. Covestro (Netherlands) B.V. ("**COVESTRO NL**") is a private company with limited liability incorporated under the laws of the Netherlands, having its official seat in Nieuwegein, the Netherlands, and its office at Ratelaar 39 F, 3434 EW Nieuwegein, the Netherlands, registered with the Dutch Trade Register of the Chamber of Commerce under number 62059459.

You can contact us via **hello@asellion.com**.

- 1.2. COVESTRO NL offers IT services by operating and providing an online B2B chemical sales platform that enables the sale of substances and mixtures (the "**Covestro Direct Store**" or "**CDS**") by different companies of the Covestro group acting for their professional activities ("**Seller**") to customers acting for their professional activities ("**Buyers**") under these terms of use ("**Terms of Use**"). In these Terms of Use, Sellers and Buyers are collectively referred to as "**Users**" and individually as a "**User**".
- 1.3. Sellers and Buyers act for professional activities when they act for the purpose of trade, business or profession. **The CDS is expressly not intended for consumer activities and shall not be used by the general public or consumers for any purpose.**
- 1.4. COVESTRO NL is not in any way engaged in the offering, sale, distribution, import, export brokering or the placing on the market of mixtures and substances. COVESTRO NL's role is strictly limited to the provision and operation of the CDS. Neither COVESTRO NL nor the User shall act as an agent of the other and neither shall make any legal commitments on behalf of the other without expressed written permission to do so.

2. THESE TERMS OF USE

- 2.1. The Terms of Use apply between COVESTRO NL and Users with respect to the use and operation of the CDS and any activities of the Parties relating thereto. Any additional or alternative terms of the User or any third party are expressly rejected and shall not be applicable between COVESTRO NL and the User.
- 2.2. The User accepts the Terms of Use at the moment of registering as a prospective Seller or Buyer on the CDS.
- 2.3. The Terms of Use are available at https://legal.asellion.com/terms_of_use.pdf.
- 2.4. The Terms of Use may be amended by COVESTRO NL from time to time. COVESTRO NL will provide prior notice of any changes within a reasonable notice period before such changes take effect. In case the User does not wish to accept any such change, the User may terminate its use of the CDS. Any continued use of the CDS after the expiry of the notice period shall be subject to the then current Terms of Use.

3. USER REGISTRATION AND ACCOUNT

- 3.1. Only Sellers and Buyers as defined in clauses 1.2 and 1.3 shall be allowed to use the CDS, after having completed the registration process for Sellers or Buyers.
- 3.2. A prospective Seller can initiate registration on the CDS by providing the required information. COVESTRO NL has full discretion to accept or refuse a registration. COVESTRO NL may subject the prospective Seller and employees acting on its behalf in relation to the CDS to further verification and checks in the process of registration, which may change from time to time.
- 3.3. A prospective Buyer can register on the CDS only after having received an invitation on behalf of a Seller to register on the CDS as a Buyer. Seller is solely responsible for inviting Buyers to the CDS and for verifying their identity. COVESTRO NL only facilitates the invitation process and does not verify or approve Buyer's identity.
- 3.4. Access to the CDS is regulated by an account login consisting of username and password. During the registration process, the User must designate one or more employees to access and use the CDS on their behalf. The User will ensure that its employees comply with these Terms of Use and will monitor compliance with these Terms of Use.
- 3.5. The User shall keep login credentials to the CDS confidential and secure and shall ensure that the use of accounts shall be limited to the designated employees of the User.
- 3.6. The User shall take all such measures as may be expected from a professional party acting reasonably to prevent the introduction of computer viruses, worms, time bombs, Trojan horses, or other known harmful, malicious or destructive code to the CDS. The User shall immediately notify COVESTRO NL if he becomes aware of harmful, malicious or destructive code to the CDS.
- 3.7. The User will notify COVESTRO NL without undue delay in case of any suspicion of unauthorized use of the account or loss of login. The User shall immediately notify COVESTRO NL if an account must be blocked, for example in case of dismissal or termination of employment.

4. USE OF THE CDS BY SELLER

- 4.1. Seller warrants to only use the CDS in its capacity as a professional seller of substances and mixtures to professional buyers of such materials as indicated in clause 1.3.
- 4.2. Seller shall use the CDS only for legal purposes and shall comply with these Terms of Use and applicable laws in its use of the CDS. Applicable laws include all supra-national, national, federal, state and local laws that apply to Seller.
- 4.3. Seller uses a personalized environment on the CDS and is solely responsible, and liable, for the advertising, offering for sale, sale and any further activities related to the sale of

substances and mixtures in the CDS. This includes, without limitation, that accurate and appropriate information is placed in the CDS. COVESTRO NL is not responsible nor liable for any of the foregoing.

- 4.4. The CDS provides the opportunity for Seller to upload, and keep updated, the relevant hazard information on the substances and mixtures to its sales offer, including but not limited to Safety Data Sheet (“**SDS**”) requirements as established in the relevant jurisdiction. Seller is responsible for providing all relevant and up-to-date information to (potential) Buyers including all information as required by applicable laws, including but not limited to the EU REACH Regulation (No. 1907/2006) and article 48 of the EU CLP Regulation (No. 1272/2008). COVESTRO NL is not responsible nor liable for any of the foregoing.
- 4.5. Seller warrants that it shall only invite legally established professional market parties of reputable standing who act on the market for substances and mixtures for legal purposes to register as a Buyer on the CDS. Seller shall perform all such checks as may be legally required or as may otherwise be appropriate to ensure their identity and the lawfulness of their activities and will request from time to time information or confirmation of certain facts relevant for these checks. COVESTRO NL is not responsible nor liable for any of the foregoing.
- 4.6. Seller predefines what and how it wishes to offer, sell and distribute substances and mixtures, including product and shipping details, eligible destinations, quantity and pricing information. COVESTRO NL is not responsible nor liable for any of the foregoing.
- 4.7. Seller shall not offer substances and mixtures on the CDS that are illegal, unlawful or whose trade is prohibited. Some substances and mixtures may also be prohibited in certain circumstances, for example in absence of a permit or a rightful registration.
- 4.8. For offers not in relation to the United States of America. Seller shall offer only substances and mixtures on the CDS that are neither regulated by specific regulations nor used in specific areas. For the European Union, examples of these substances and mixtures that may be sold on the CDS as per sentence 1 of this clause 4.8 are the substances and mixtures that are only regulated by the general EU REACH Regulation (No. 1907/2006) and the general EU CLP Regulation (No. 1272/2008) and that are not (partially) excluded from the application of these regulations. For the European Union, examples of the substances and mixtures that may not be sold on the CDS are the substances and mixtures as regulated by, but not limited to, the EU Regulation on drug precursors (No. 273/2004) and the EU Framework Directive on waste (2008/98/EC).
- 4.9. Seller shall comply with applicable laws in its use of the CDS as indicated in clause 4.2, also including but not limited to chemical regulations, antitrust law and export controls regulations and international sanctions against countries, persons and institutions and related measures. Related measures may include, but are not limited to, trade restrictions and financial sanctions adopted by the United Nations Security Council, or those implemented by regulations adopted by the European Union, the United States of America, or any other national or regional body which has jurisdiction over the Seller, including its subsidiaries, affiliates and employees wherever they may be located. COVESTRO NL does not guarantee that the Seller’s products or actions comply with all legal requirements and

is not responsible for these.

- 4.10. At COVESTRO NL's request, Seller shall provide such information as requested by COVESTRO NL to demonstrate its compliance with applicable laws relevant for Seller's activities on the CDS.

5. USE OF THE CDS BY BUYERS

- 5.1. Buyer warrants to only use the CDS in its capacity as a professional buyer of substances and mixtures as indicated under clause 1.3.
- 5.2. Buyer shall use the CDS only for legal purposes and shall comply with these Terms of Use and applicable laws in its use of the CDS. Applicable laws include all supra-national, national, federal, state and local laws that apply to Buyer.
- 5.3. Buyer shall adhere to all instructions and conditions imposed by Seller with respect to the use of the CDS and the sale and purchase process of the CDS.
- 5.4. Buyer shall comply with applicable laws in its use of the CDS as indicated in clause 5.2, also including but not limited to chemical regulations, antitrust law and export controls regulations and international sanctions against countries, persons and institutions and related measures. Related measures may include, but are not limited to, trade restrictions and financial sanctions adopted by the United Nations Security Council, or those implemented by regulations adopted by the European Union, the United States of America, or any other national or regional body which has jurisdiction over the Buyer, including its subsidiaries, affiliates and employees, wherever they may be located. Therefore, Buyer must know and comply with the laws and regulations in the country of origin and the country of issue, as well as the countries in which the transport of the product sold takes place. In case of doubt, Buyer must obtain further information or advice, for example from the relevant supervisory authority of the jurisdiction concerned.
- 5.5. Buyer acknowledges that the CDS is offered and operated by COVESTRO NL and that Seller is not responsible or liable for the operation of the CDS by COVESTRO NL. The Buyer and Seller shall not have redress vis-à-vis each other in respect of the operation of the CDS by COVESTRO NL.

6. CONTRACTING ON THE CDS

- 6.1. Buyer and Seller shall not act on the CDS until they have educated themselves about the functionalities of the CDS, including the tools offered to support the sales and purchase processes. The functionalities of the CDS are explained in documentation which will be updated by COVESTRO NL from time to time. By acting on the CDS, Sellers and Buyers accept the functionalities of the CDS subject to the Terms of Use.
- 6.2. Any and all offers, sales and sale contracts that are concluded via the CDS are made directly and solely between Seller and Buyer and the terms and conditions agreed between Seller and Buyer apply to those contracts. COVESTRO NL is not a party to, nor in any way involved in, the purchase and sale contracts that are concluded via or in connection with the CDS.

- 6.3. Seller and Buyer are responsible and liable vis-à-vis each other and third parties for any offers, sales, purchases and the performance of any and all sales contracts concluded on the CDS, including but not limited to any obligations in relation to offers, payments, collection of payments, refunds, delivery, returns and warranty for defects. Seller and Buyer shall be solely responsible and liable for settling any disputes with respect to offers, sales, purchases and the performance of any and all sales contracts concluded on the CDS.
- 6.4. Prior to or at completion of the transaction on the CDS the Seller shall make sure that the Buyer:
- is legally established and acting professionally;
 - is legally eligible to purchase substances and mixtures such as, but not limited to, hazardous goods;
 - shall buy the mixtures and substances for their professional activities; and
 - has read and taken into account the full item listing before making a bid or commitment to buy the substances and mixtures.

7. TERMINATION OF ACCOUNT

- 7.1. Both COVESTRO NL and the User may terminate the use of the CDS at any time. COVESTRO NL will provide two weeks' notice before terminating an account, except in situations in which clauses 7.3 or 11.3 apply.
- 7.2. After termination of a User account, COVESTRO NL shall, at the User's request, provide support as may be required to transfer such data to the User as the User must retain pursuant to mandatory law. After completion of such transfer COVESTRO NL will erase User data within a reasonable period of time. The foregoing is without prejudice to COVESTRO NL's right to use User data for the purposes described in clause 8.5, which right survives termination of Seller's account.
- 7.3. COVESTRO NL reserves the right to terminate a User account in case of noncompliance with these Terms of Use.

8. PROVISION OF THE CDS

- 8.1. COVESTRO NL provides the CDS "as is", without any warranty as to specific functionality or results, fitness for purpose, performance, availability or error free functioning.
- 8.2. COVESTRO NL has no obligation to provide any specific functionalities or additional features on the CDS.
- 8.3. COVESTRO NL is allowed to update the CDS at any time, without prior notice and without specifying any reasons, including additions and amendments to and removal of existing features.

- 8.4. COVESTRO NL has access to the CDS in admin mode for the purpose of providing support and maintenance.
- 8.5. COVESTRO NL may collect information about transaction volumes and CDS visits for purposes of logging transactions, remuneration, analytics, maintenance and support as well as for improving the functionalities of the CDS.
- 8.6. COVESTRO NL may engage third parties and subcontractors for the purpose of the operation of the CDS or the provision of services.

9. PRICING AND PAYMENT

- 9.1. COVESTRO NL shall charge the Seller such subscription fee or other payment as agreed between COVESTRO NL and the Seller. No payment shall be due unless and until the registration process has been completed. Any Seller's rights to suspension of payments or to offset are excluded.
- 9.2. Pricing, invoicing and payment terms for the sale and purchase of goods via the CDS shall be as agreed between Seller and Buyer only. COVESTRO NL is not involved in such terms and arrangements between Seller and Buyer.

10. CDS SERVICE LEVELS

The CDS is not error free and may be temporarily unavailable in relation to *inter alia* unexpected technical problems or power failures as well as in case of updates to the CDS.

11. NOTICE AND TAKE DOWN

- 11.1. The User will inform COVESTRO NL of any known or suspected unlawful activity on the CDS via **report-item@asellion.com**. COVESTRO NL will, at its sole discretion, investigate such notifications and, in case of any unlawful activity, will take measures in accordance with clause 11.3.
- 11.2. COVESTRO NL has the right, at its sole discretion, to conduct active investigation into any suspected unlawful behaviour on the CDS of which it becomes aware and may take action in accordance with clause 11.3.
- 11.3. In the event that COVESTRO NL becomes aware that any content or behaviour on the CDS violates, or is reasonably suspected to violate, applicable laws, these Terms of Use or a CDS policy, COVESTRO NL will act expeditiously to take down the content or take such other measures to end the unlawful activity on the CDS as it sees fit. Such measures may include the immediate closure of the CDS or the blocking or termination of Seller or Buyer accounts. COVESTRO NL is allowed to take the measures described at its sole discretion at any time without prior notification to the User.
- 11.4. The User shall provide COVESTRO NL with assistance as may be reasonably required to investigate or terminate any known or suspected unlawful activity on the CDS.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. Seller retains ownership of all intellectual property rights in the content that it uploads and shall be exclusively liable for such content. Seller hereby grants COVESTRO NL a temporary, worldwide, non-exclusive license to use content uploaded by Seller for the duration of the use of the CDS by Seller to the extent required for the provision of the CDS and CDS services.
- 12.2. Seller grants COVESTRO NL a worldwide, non-exclusive license to use Seller's trademarks, logo, and tradename as provided to COVESTRO NL for the purpose on the CDS landing page and the CDS for the duration of the use of the CDS by Seller.
- 12.3. All intellectual property rights in the CDS, including rights in the underlying software, website features and any content other than Seller's uploaded content, are retained by COVESTRO NL and, to the extent applicable, its third party licensors. COVESTRO NL hereby grants a worldwide, temporary, non-exclusive license to the User to use the CDS according to these Terms of Use for the duration of the User account.

13. CONFIDENTIALITY

- 13.1. The User will keep confidential all Confidential Information of COVESTRO NL and shall only use Confidential Information for the purpose of using the CDS.
- 13.2. For purposes of these Terms of Use, "Confidential Information" means (i) all information disclosed by COVESTRO NL to the User that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure and (ii) any information relating to the CDS, including, without limitation, technical documentation, trade secrets, software, business knowledge with respect to the operation of the CDS, whether or not protected by intellectual property rights. Confidential Information does not include any information which was (i) in the possession of User prior to disclosure by COVESTRO NL; (ii) published by COVESTRO NL in the public domain at the time of disclosure or later; (iii) lawfully disclosed by a third party; (iv) independently developed by personnel of User having no access to the Confidential Information.
- 13.3. To the extent that the User should be ordered by a court or arbitration panel to disclose Confidential Information, or a disclosure should otherwise be mandatory pursuant to applicable laws, the User shall inform COVESTRO NL of such obligation and shall not disclose Confidential Information without prior consultation with COVESTRO NL.

14. PRIVACY AND SECURITY

- 14.1. COVESTRO NL will process personal data provided by the User for the purpose of registration and for the purpose of operation and performance of the CDS. Please see our privacy statement (https://legal.asellion.com/data_privacy_statement.pdf) for more information on how COVESTRO NL processes personal data and on the use of cookies on the CDS.

15. LIABILITY

- 15.1. COVESTRO NL is not liable for any damage resulting from the sale and purchase of goods and services via the CDS.
- 15.2. COVESTRO NL's liability is limited to direct damages of the User to the extent caused by COVESTRO NL's violation of its obligations as set forth in these Terms of Use, which violations are attributable to COVESTRO NL and in respect of which COVESTRO NL is in default, with a maximum of EUR 100.000,00 per contract year in aggregate. Liability for loss of profits, loss of business and other indirect damages is expressly excluded.
- 15.3. COVESTRO NL hereby excludes liability for any other damage arising from the use of the CDS, unavailability of the CDS, changes to the CDS's features, termination of a User account, or any other damage based on contract, tort or other.
- 15.4. COVESTRO NL's limitation of liability shall not apply in case of damages arising out of wilful misconduct or intentional recklessness (*opzet of bewuste roekeloosheid*) by COVESTRO NL, by members of its management board and supervisory board or by its management executive officers.
- 15.5. Clauses 15.1-15.4 also apply to COVESTRO NL's members of the management board and supervisory board, management executive officers, employees, agents and subcontractors.
- 15.6. Any claim of the User against COVESTRO NL shall be unenforceable unless COVESTRO NL has received written notice of such claim no later than one year after the event of circumstance that caused the damage.

16. INDEMNIFICATION

- 16.1. The User indemnifies COVESTRO NL for any and all claims, damage and costs arising from or in connection with (i) non-compliance of the User with these Terms of Use or applicable laws; (ii) any claims related to the goods sold or purchased via the CDS; (iii) claims of third parties relating to the improper use of the CDS by the User (iv) claims in relation to a breach of clause 12, 13 or 14 of these Terms of Use.

17. FINAL PROVISIONS

- 17.1. Sections 7:400 – 7:413 and Sections 6:227 b and c of the Dutch Civil Code are excluded with exception of any provisions of mandatory law.
- 17.2. In case any provision of these Terms of Use is held to be invalid or unenforceable, the remaining provisions of these Terms of Use will remain unaffected. The invalid or unenforceable provision will be replaced by a provision which most closely approximates the original intent and purpose underlying the invalid or unenforceable provision. The same applies in case these Terms of Use prove to be incomplete.
- 17.3. Deliberate or accidental non-enforcement of these Terms of Use by COVESTRO NL does not constitute a waiver of the right to enforce these Terms of Use at a later moment in time.

- 17.4. These Terms of Use are governed by the laws of the Netherlands. The Court of Amsterdam has exclusive jurisdiction in relation to any disputes arising under these Terms of Use or in connection with the use and operation of the CDS.