PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "Agreement") is entered into as of 1" January 2022 (the "Effective Date"), between INV Nylon Chemicals Americas, LLC., ("INVISTA") and Kordsa Inc. and Kordsa Teknik Tekstil A.S. (each "Buyer" and collectively "Buyers"). INVISTA and Buyers are each individually referred to as a "Party" and, together, as the "Parties."

1. Product. The product ("Product" or "Products") purchased by Buyer and sold by INVISTA under this Agreement are Adipic Acid (AA) and Hexamethylenediamine (HMD) conforming to the specifications set forth in Exhibit A (the "Specifications"). The AA and HMD quality shall be governed by a sample taken by INVISTA at the loading point, which sample shall be retained by INVISTA for a period of 90 (ninety) days. INVISTA shall provide a certificate of analysis (CoA) for the parameters set forth in Exhibit A. Buyer shall consume all Product and will not resell, transfer, assign, deliver or otherwise convey Product to any other Person or location, other than to the Parties in this Agreement for consumption at the Delivery Points. The Parties can discuss products not defined in this Agreement at any time during the Term.

2. Quantities.

(a) Minimum and Maximum Annual Quantities. Buyer shall order from INVISTA minimum quantities of each Product per Contract Year as defined in this Section 2.(a) (the "Minimum Annual Quantities"). INVISTA will have no liability for any failure to confirm, sell or deliver to Buyer quantities of Product exceeding the amounts as defined in this Section 2.(a) (the "Maximum Annual Quantities"). The Parties can discuss additional Annual Product Quantities throughout the Term.

	Minimum and Maximum Annual Quantities (metric tons)			
Year	HMD Minimum	HMD Maximum	AA Minimum	AA Maximum
2022	27,000	30,000	21,600	24,000
2023	32,400	36,000	32,400	36,000

(b) <u>Minimum and Maximum Monthly Quantities</u>. Buyer shall order from INVISTA minimum quantities of each Product per Month as defined in this Section 2.(b) (the "<u>Minimum Monthly Quantities</u>"). INVISTA will have no liability for any failure to confirm, sell or deliver to Buyer quantities of Product exceeding the amounts defined in this Section 2.(b) (the "<u>Maximum Monthly Quantities</u>"). The Parties can discuss additional Monthly Product Quantities throughout the Term.

Minimum and Maximum Monthly Quantitles (metric tons)				
Dates	HMD Minimum	HMD Maximum	AA Minimum	AA Maximum
1/1/2022 - 6/30/2022	1,800	2,000	1,200	1,333
7/1/2022 - 12/31/2023	2,700	3,000	2,700	3,000

- (c) Product Quantities to Delivery Points. The AA Product Quantities shall apply to the Chattanooga Delivery Point as defined in Section 4(a). The HMD Product Quantities shall apply to both the Chattanooga Delivery Point and the Turkey Delivery Point per Section 4(a). HMD Product Quantities to each Delivery Point shall be mutually agreed monthly by both Parties. If the Parties fail to reach agreement on the HMD Product Quantities to the Delivery Points, INVISTA shall have the sole right to decide the allocation of HMD Product Quantities to the Delivery Points. The non-binding HMD Product Quantity allocation estimated between Delivery Points is 35% of Annual Quantities to the Turkey Delivery Point, and 65% of Annual Quantities to the Chattanooga Delivery Point.
- 3. INVISTA Facilities. INVISTA may source the Products to be sold under this Agreement from any manufacturing facility qualified by Buyer, currently: Victoria, Texas and Orange, Texas, USA and Rotterdam tank, The Netherlands (each an "INVISTA Facility").

4. Delivery Terms.

(a) <u>Delivery Point</u>. INVISTA shall deliver the Products DAP (Incoterms[®] 2020) Poliport Terminal, Port of Gebze, Turkey (the "Turkey Delivery Point") and DAP (Incoterms® 2020) Buyer's facility in Chattanooga, Tennessee (the "Chattanooga Delivery Point"), with the Product Quantities to each Delivery Point



defined in Section 2(c). Collectively, the Turkey Delivery Point and Chattanooga Delivery Point are the "Delivery Points".

- (b) <u>Title and Risk of Loss</u>. Title, together with risk of loss, damage and contamination, to Product will pass from INVISTA to Buyer upon delivery at the Delivery Points, in accordance with <u>Section 4(a)</u>.
- (c) Other Delivery Matters. INVISTA may select any reasonable method of delivery. The Parties shall cooperate to the extent needed to coordinate delivery dates and times. INVISTA does not guarantee specific delivery dates or times. Buyer shall unload Product and promptly release all transportation equipment. If Buyer fails to unload all Product, any remaining Product will be deemed to have been abandoned and will become the property of INVISTA. Buyer will not receive any consideration for any abandoned Product. For HMD Deliveries to Turkey, INVISTA would pay all demurrage accrued at the loading port for each vessel loading Product. Buyer would pay all demurrage charges accrued at the Port of arrival for each vessel delivering Product. The amount of free time for unloading by INVISTA is set forth in Exhibit B, Buyer would be liable for payment of demurrage invoices for time which exceeds the agreed allowed free time to INVISTA.
- 5. Term. The term of this Agreement commences on the Effective Date and will expire at the end of December 31, 2023 (the "Term"). In the event that on December 31, 2023 a shipment has been loaded with Product by INVISTA but such shipment has not arrived at the Delivery Point or unloaded, the term of this Agreement will continue with respect to such Product until such Product has been delivered to Buyer and paid for by Buyer.

6. Price

(a) The price of the Products (the "Price" or "Prices") will be equal to an amount determined in accordance with the following formula:

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<u>HMD Price</u> (US$/kg) = HMD Pc + (0.55 * BD) + (0.46 * NH3+0.033)) + (.055 * NG)

<u>AA Price</u> (US$/kg) = AA Pc + (0.213 * BZ) + (0.24 * (NH3+0.033)) + (.036 * NG)

Where:
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HMD Pc = \$2.80/kgAA Pc = \$0.80/kg

BD = Monthly \$/kg USGC Butadiene price from IHS (-1)

BZ = Monthly \$/lb USGC Benzene price from IHS (-1)

NH3 = Monthly average of the weekly \$/kg Caribbean ammonia prices from Fertecon (-2)

NG = Monthly Henry Hub natural gas index as published by NYMEX (-1)

Price would be expressed in \$/kilogram and rounded to the nearest decimal point.

- (b) <u>Freight Surcharge</u>. For HMD Deliveries to Turkey, a surcharge of \$0.075/kg will be added to the HMD Pc. INVISTA reserves the sole right to adjust this surcharge by providing written notice at least sixty (60) days before said surcharge shall be in effect.
- (c) <u>Indices</u>. For the components of the price based upon a published index or published quote, if such index or quote ceases to be published (either temporarily or permanently), or INVISTA believes the published index or quote no longer represents the intended price component, then INVISTA may provide written notice to Buyer to meet and discuss an alternative index or quote. Such meeting will occur no later than 15 days after the date of the notice. If the Parties fail to agree on the appropriate means of determining the relevant component to the price within thirty (30) days of the date of notice, then the price for Product will be calculated, effective as of the first of the month following the month in which the event occurred, based upon INVISTA's actual monthly costs as determined and documented by INVISTA.
- (d) <u>Price Openers</u>. No earlier than September 1, 2022 but no later than November 20, 2022, the Parties agree to meet and discuss a potential adjustment to the Pc components of Price. If either Party believes an adjustment is appropriate, said Party shall have the right to provide written notice of an intention to adjust price, in either direction, by a maximum of \$0.5/kg for the HMD Pc and a maximum of \$0.1/kg for the AA Pc, with such notice provided no earlier than November 20, 2022 but no later than November 30, 2022. The Party receiving the notice shall have 30 days from receipt of the written notice to review the potential adjustment, which shall be subject to the provisions contained in this Section 6. If the Parties come to an agreement within this period, the new Price or Prices



shall take effect January 1, 2023. If the Parties cannot come to an agreement within this period, the receiving Party of the initial notice has the option to terminate this agreement effective January 1, 2023, by providing written notice to the other Party.

7, Forecasts and Orders.

A rolling 12-Month forecasts, shall be delivered by Buyer before the 10th day of each month. Before the 10th day of each month (M0), Buyer shall provide to iNVISTA a binding order for Product to be shipped in the month M0+2. For example, Buyer shall place binding orders for January departure by the preceding November 10th.

For Deliveries to Turkey, INVISTA will nominate a named ship with available space to deliver the order. INVISTA cannot warrant the actual date of arrival at the port of Gebze. Either Party can discuss any forecast change throughout the Term, subject to this Section 7.

<u>Ratable Purchases</u>. The quantities of Product purchased each month shall be within the Monthly Minimum Quantities and Monthly Maximum Quantities as in Section 2.(b). For Deliveries to Turkey, the minimum quantity per shipment shall be 1,000Mt. Any exceptions to this Section 7 will be mutually agreed in writing.

No orders for purchase and delivery in any month will be final or binding on INVISTA, unless INVISTA has provided written notice to Buyer that INVISTA has confirmed or accepted such orders.

8. Reservation Payments and Reliability Credit.

- (a) Reservation Payment. If, for any reasons other than (i) as set forth in Section 19 and (ii) an exception agreed by INVISTA and granted by INVISTA in writing, Buyer fails to order the Minimum Annual Quantities of Product in any Contract Year, then INVISTA may invoice Buyer, and Buyer shall pay INVISTA, an amount (an "Annual Reservation Payment") equal to (A) the difference between the Minimum Annual Quantities and the actual amount of Product ordered by Buyer for such Contract Year (the "Actual Annual Orders"), multiplied by (B) Pe (the "Reservation Price");
- (b) Reliability Credit. If, for any reason other than as set forth in Section 19 (or as otherwise excused under this Agreement), INVISTA fails to sell and deliver the Minimum Annual Quantities of Product in any Contract Year, then INVISTA shall credit Buyer, an amount (the "Annual Reliability Credit") equal to (i) the lesser of (A) the difference between the Minimum Annual Quantities and the actual amount of Product sold and delivered by INVISTA ("Actual Annual Sales") for such Contract Year and (B) the difference between Actual Annual Orders and the Actual Annual Sales for such Contract Year, multiplied by (ii) the Reservation Price.
- (c) <u>Sole and Exclusive Remedies</u>. In the event of <u>Section 8(a)(i)</u>, payment by Buyer of the Annual Reservation Payment will release Buyer from all other liabilities with respect to ordering the Minimum Annual Quantities of Product and constitute INVISTA's sole and exclusive remedy for Buyer's breach of its obligation to order the Minimum Annual Quantities in any Contract Year. In the event of <u>Section 8(b)</u>, payment by INVISTA of the Annual Reliability Credit will release INVISTA from all other liabilities, with respect to selling and delivering the Minimum Annual Quantities and constitute Buyer's sole and exclusive remedy for INVISTA's failure to sell and deliver the Minimum Annual Quantities.

9. Invoices, Payment and Credit.

- (a) Invoices. INVISTA shall provide to Buyer an invoice on loading or shipment of the Product at the INVISTA facility.
- (b) <u>Payment.</u> Buyer shall pay INVISTA in US\$ wire transfer of immediately available funds, into a bank account designated by INVISTA, within sixty (60) days of the date of the invoice (the "<u>Payment Due Date</u>"). Buyer will be responsible for interest at a rate of 1.5%per month, compounded monthly, or the maximum rate allowed by applicable Law, whichever is less (the "Default Interest Rate"), on any outstanding amount still due after the Payment Due Date.,
- (c) <u>Credit.</u> INVISTA makes no guarantee of credit or the continuation of credit to Buyer. If INVISTA determines, on a commercially reasonable basis, that Buyer's creditworthiness or future performance is impaired or unsatisfactory, INVISTA may (i) require cash in advance prepayment; and/or (ii) require Buyer to provide any other collateral (including cash, letter of credit, guaranty from a parent or related entity, or any other security) that

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INVISTA may request ("Performance Assurance"). INVISTA may suspend deliveries of Product if Buyer does not take the action specified in (i) or (ii). INVISTA will provide Buyer notice before taking any such action.

- (d) <u>Financial Information.</u> If INVISTA requires any Performance Assurance from Buyer, then Buyer shall also provide to INVISTA any or all annual reports containing its and its Performance Assurance provider's audited consolidated financial statements for the fiscal year (most recent accounting period), prepared in accordance with generally accepted accounting principles.
- (e) <u>Set-Off.</u> INVISTA may set-off, offset, combine accounts, net dollar amounts of obligations, exercise right of retention or withholding or similar rights to which INVISTA is entitled ("Set-off") against any amount that INVISTA owes to Buyer under this Agreement or any other agreement between the Parties
- Taxes and Duties. The Parties shall pay all respective taxes, duties, tariffs, consular fees, levies, penalties and other charges imposed by any governmental authority (the "Duties") with respect to: (a) this Agreement; (b) the handling or proceeds of Product; and/or (c) rejection of Product, pursuant to the Incoterms® 2020 as designated in Section 4(a), and Buyer shall be responsible for all other Duties; provided, however, that Buyer shall not be responsible for any Duties imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets. Duties shall be collected and remitted under applicable Law. If any of the Duties which are the responsibility of Buyer are paid, or required to be paid by INVISTA, INVISTA shall send written notice to Buyer and Buyer shall reimburse INVISTA within 10 days of receipt of notice. INVISTA reserves to itself all applicable duty drawback allowances and Buyer shall provide assistance in connection with same.
- 11. Measurement. INVISTA will determine Product quantities using INVISTA's measurement equipment at the INVISTA Facility, unless proven to be in error. No adjustments will be made for (a) any quantities delivered more than 10 days prior to the date of any proven measurement confirming such error, or (b) any claims for less than 1% of the quantities measured by INVISTA at the INVISTA Facility.
- 12. Claims. Buyer shall inspect delivered Product within 30 days of delivery by INVISTA in accordance with Section 4(a) and before any change to the original delivered condition of Product. Buyer shall notify INVISTA, in writing, of any Product defect or short within 30 days of receipt of Product. If Buyer fails to give written notice to INVISTA of any Product defect or short, or processes the Product, within such 30-day period, then that Product will be deemed to have been accepted by Buyer and Buyer waives all claims with respect thereto
- 13. Product Stewardship. Buyer acknowledges the hazards associated with the Product and assumes the responsibility of distributing proper information with respect to hazards to human health or human or environmental safety. If a Material Safety Data Sheet is provided by ("MSDS") by INVISTA for the Product, Buyer shall advise all of its employees, agents, contractors and customers of the MSDS, and any supplementary MSDS or written warnings that it may receive from INVISTA. In addition, if Buyer believes or has reason to believe the MSDS or other information provided by INVISTA is inaccurate or insufficient, Buyer will immediately notify INVISTA so INVISTA can supplement or correct the information. If Buyer fails to timely provide INVISTA with such notice it will be deemed a waiver of any and all claims, demands or causes of action arising from or attributable to the Product.
- Compliance with Laws. The Parties shall comply with all applicable laws, treaties, conventions, directives, statutes, ordinances, rules, regulations, orders, writs, judgments, injunctions or decrees of any governmental authority having jurisdiction ("Laws") pertaining to the performance of this Agreement, and Buyer shall be solely responsible for compliance with all Laws applicable to the acquisition, handling or use of Product once that Product has been delivered by INVISTA in accordance with Section 4(a). Buyer shall obtain, at its expense, any license or consent of any government or authority that is required for the acquisition, handling or use of Product and provide evidence of same to INVISTA on request. Failure to do so will entitle INVISTA to withhold or delay shipment, but will not entitle Buyer to withhold or delay payment. Any expenses or charges incurred by INVISTA resulting from such fallure will be paid by Buyer within 10 days of receipt of INVISTA's written request. Buyer shall also comply with all Laws that restrict the sale, supply or delivery of Product to any destination, country, government, entity or other Person subject to export controls, economic sanctions or restrictive measures (collectively, "Sanctioned Persons"). In particular, (a) Buyer confirms that Product is not intended for supply to any Sanctioned Persons, or for use in the production of goods to be directly or indirectly supplied exclusively or predominantly to any Sanctioned Persons, to extent such supply or use would be in violation of any Law; and (b) Buyer shall not directly or indirectly sell, supply or deliver any Product to (i) any Person that is designated on any government denied or restricted parties list (including the BIS Denied Persons List, Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List; the Consolidated U.N. Security



Council Sanctions List; or the list of persons, groups and entitles subject to E.U. financial sanctions or restrictive measures) (any such Person, a "<u>Designated Person</u>"), or (ii) any Person, of which the majority of the Person's issued and outstanding equity interests is owned directly or indirectly by a Designated Person.

- 15. Governing Law and Venue for Disputes. All matters arising out of or relating to this Agreement will be interpreted in accordance with the State of Delaware, without regard to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention will not apply or govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom. Any action or proceeding between the Parties, relating to this Agreement, will be commenced and maintained exclusively in the state or federal courts in Wilmington, Delaware and each Party submits itself unconditionally and irrevocably to the personal jurisdiction of such courts. INVISTA, however, reserves the right to take legal action against Counterparty in any jurisdiction necessary to enforce any judgment rendered in connection with this Agreement. BOTH PARTIES EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM, OR PROCEEDING RELATED TO THE AGREEMENT.
- 16. Limited Warranty. INVISTA warrants only, at the time of delivery and subject to the other terms and conditions of this Agreement, that (a) Product will conform to the Specifications, and (b) INVISTA delivers to Buyer good title to Product, free and clear of any liens or encumbrances. Buyer assumes all risk and liability for its acquisition, handling or use of Product. EXCEPT FOR THE FOREGOING, INVISTA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES. ANY DETERMINATION OF THE SUITABILITY OF PRODUCT FOR THE USE CONTEMPLATED BY BUYER WILL BE BUYER'S SOLE RESPONSIBILITY.
- 17. Limitation of Liability and Remedies. INVISTAWILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES; LOST OR PROSPECTIVE PROFITS; LOST EARNINGS OR BUSINESS INTERRUPTION. Buyer's sole and exclusive remedy from INVISTA for any cause of action under this Agreement, including for failure to deliver or late delivery is, at INVISTA's option, limited exclusively to: (a) for nonconforming Product, either (i) replacement of the nonconforming Product; or (ii) refund of the portion of the Price paid and attributable to such nonconforming Product, (b) for undelivered Product, the Annual Reliability Credit and (c) for Product that is delivered late, refund of the Price attributable to the late-delivered Product (subject to return of the late-delivered Product as a condition of such refund. Notwithstanding anything to the contrary, however, INVISTA's cumulative liability will never exceed the Price of the ordered Product that was the direct cause of the alleged loss, damage or injury. IN ANY EVENT, THE PARTIES ACKNOWLEDGE THAT THE PRICE FOR THE ORDERED PRODUCT THAT WAS THE CAUSE OF THE ALLEGED LOSS, DAMAGE OR INJURY WILL PREVENT THE FOREGOING REMEDIES FROM FAILING OF THEIR ESSENTIAL PURPOSE, AND THAT SUCH REMEDY IS FAIR AND ADEQUATE.
- Available Remedies. If Buyer: (a) breaches any of its obligations in this Agreement; or (b) is subject to any bankruptcy proceeding (including filing a petition or commencing a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law; making an assignment or any general arrangement for the benefit of creditors; having a bankruptcy petition filed against it and such petition is not withdrawn or dismissed within 30 days after such filing; becoming bankrupt or insolvent; having a bankruptcy official appointed with respect to it or any substantial portion of its property or assets; or becoming generally unable to pay its debts as they fall due); then INVISTA, with 15 (fifteen) days of notice to the Buyer, may: (w) suspend its performance under, or terminate, this Agreement; (x) cause any and all obligations of Buyer (including payments or deliveries due) to become immediately due or deliverable; (y) Set-off against any amount that INVISTA owes to Buyer under this Agreement or any other agreement between the Parties and/or (2) seek any other rights or remedies to which INVISTA may be entitled provided that such breach has not been remedied as agreed by INVISTA and granted by INVISTA in writing. If INVISTA suspends performance under this Agreement and any Product otherwise designated for delivery to Buyer can be sold to a third party, then INVISTA will be entitled to sell such Product to such third party, without prior notice or liability to Buyer. These rights will be cumulative and alternative and in addition to any other rights or remedies to which INVISTA may be entitled. Buyer shall pay all expenses incurred by INVISTA in connection with Buyer's default, and the Default Interest Rate will accrue on all such expenses incurred by INVISTA.

19. Excused Performance.

(a) <u>Performance Excuses</u>. Each Party will be excused from performing its obligations under this Agreement (except Buyer's payment obligations), without liability to the other Party, if performance is prevented or delayed by (i) any fire, explosion, flood, unusually severe or abnormal weather, riot or other civil disturbance, war,



act of terrorism, or action of government; (ii) voluntary or involuntary compliance with any Law or request of any governmental authority; (iii) any strike, lockout or other labor difficulty; (iv) any failure of usual sources of raw materials or other sources of supply for Product; (v) any unavailability of or interference with the usual means of transporting Product (or the raw materials for Product); (vi) any failure of computer systems to operate properly; (vii) any destruction or loss of electronic records or data; (viii) any failure of mechanical function or chemical process or equipment used in manufacturing, handling or delivering Product, or any raw material used in manufacturing Product; (ix) any unit, facility or site shutdown; (x) any necessity to not operate, or to reduce operation of, equipment in order to protect the safety of people or to protect the environment; or (xi) any force majeure event or other circumstance beyond the reasonable control of the Party seeking excuse from performance (each of clauses (i) through (xi), a "Force Majeure Event"). If a Party determines that a Force Majeure Event exists, then the Party shall notify the other of the circumstances and consequences claimed and shall use commercially reasonable means to remove the cause or causes in question. No Party, however, will be obligated to settle any demands of, or disputes with, laborers. Buyer will not be excused from paying monies due or complying with INVISTA's credit terms. Quantities of Product affected by a Force Majeure Event will be deleted from this Agreement, but this Agreement and each Party's obligations will otherwise continue in full force and effect for the Term with respect to all quantities of Product not affected by a Force Maieure Event. In periods of shortage of Product due to a Force Maieure Event. INVISTA may apportion, in an equitable manner, any remaining INVISTA inventory of Product available to INVISTA from the units and facilities affected by the Porce Majeure Event (excluding, all reserved, committed, in-transit, delivered or consigned inventory) among its customers, its Affiliates and itself. INVISTA will not be required to obtain Product to replenish any shortage of Product arising as a result of a Force Majeure Event. If INVISTA acquires any quantity of Product following a Force Majeure Event then INVISTA may use, distribute or allocate, without apportioning, such Product in its sole discretion.

- (b) <u>Commercial Impracticability or Hardship.</u> INVISTA also will be excused from performing its obligations under, and may suspend its performance or terminate this Agreement, in whole or in part, without liability to Buyer if, for any reason: (i) any of the units, facilities or sites at which Product (or the feedstock for Product) is made shuts down; or (ii) INVISTA incurs a loss on a full cost basis on the sale of Product under this Agreement and determines such loss cannot be remedied through negotiations with Buyer. INVISTA would provide up to 120 days' prior notice before suspending or terminating the Agreement.
- Adverse Impact of Law. If, at any time after the Effective Date, any applicable Laws are amended or enacted, or proposed to be amended or enacted, that would have an adverse economic impact upon INVISTA (including any Laws that would cause INVISTA to bear the costs of installing antipollution equipment or in any way alter, or alter the use of, any INVISTA Facility) (an "Adverse Law Impact"), INVISTA may request reimbursement from Buyer for a proportionate share of the actual costs incurred as a result of the Adverse Law Impact. If a request for reimbursement is requested and the Buyer does not agree to the reimbursement proposed by Seller within thirty days after the date of request, Seller may terminate this Agreement by providing written notice to Buyer.
- 21. Confidentiality. For a period of one year following the expiration or termination of this Agreement, each party shall treat as confidential the terms of this Agreement all Product information (including the Specifications) supplied by INVISTA (the "Confidential Information"), limit its use of Confidential Information solely to the performance of this Agreement, and not disclose the Confidential Information to any other Person, except those of its employees who have a need to know and are necessary to each parties performance of this Agreement. Each party shall, upon request, expiration or termination of this Agreement, promptly return to the other party all Confidential Information, and destroy any and all material containing Confidential Information.
- 22. Trademarks. Each of the Parties shall not use a trademark or trade name of the Counterparty or any of its Affiliates.
- 23. Successor and Assigns. This Agreement binds and inures to the benefit of all Parties and their respective successors and permitted assigns. Buyer shall not assign any interest in, nor delegate any obligation under this Agreement without INVISTA's prior written consent. Any assignment or attempted assignment in contravention of the foregoing will be null and void, will be considered a breach of this Agreement, and INVISTA may, in addition to any other rights it has, terminate this Agreement.
- 24. Entire Agreement, Waiver and Amendment. This Agreement embodies the entire understanding between the Parties. The English version of this Agreement is the governing version; any translation of this Agreement is nonbinding. Waiver by any Party of any breach of the terms of this Agreement will not be construed as a waiver of



any other breach. Any provision of this Agreement found to be invalid or unenforceable will not affect the validity or enforceability of its other provisions. The terms of this Agreement can only be modified in a future amendment executed by all Parties that: (a) specifically refers to this Agreement; (b) specifically identifies the term amended; and (c) is signed by duly authorized representatives of all Parties.

25. Notices. All notices or communications required under this Agreement will be in writing, and will be deemed received on the day of delivery if delivered by hand, recognized overnight courier or delivery service, or facsimile (with written confirmation of the completed transmittal); and will be deemed received within 3 business days if mailed by certified or registered mail, postage prepaid. All notices or communications required under this Agreement will be addressed to the receiving Party at the address set forth below:

INVISTA

Jesse Brown, INV Nylon Chemicals Americas, LLC 4123 East 37th Street N, Wichita KS, 67220

Buyers

Erhan Cetinalp, Kordsa Teknik Tekstil A.Ş

Sanayi Mah. Teknopark Bulyari No:1/1B 34906 Pendik / ISTANBUL

Kadir Toplu, Kordsa Inc

4501 North Access Road, Chattaneoga TN 37415-9990

- 26. Books and Records. To the extent permitted by applicable law, Buyer shall maintain books and records sufficient to document and verify its compliance with its obligations under this Agreement (including its obligations under Section 14). Buyer shall permit INVISTA or its designee to audit any books and records required for compliance with this Agreement, provided such books and records are not already available to INVISTA and are requested during Buyer's normal business hours.
- 27. Independent Contractors and Third Party Beneficiaries. INVISTA and Buyer are independent contractors only and not involved as parties with any other similar legal relationship with respect to this Agreement or otherwise, nor does any other relationship, imposing vicarious liability exist between the Parties under this Agreement or otherwise at Law. This Agreement is solely for the benefit of INVISTA and Buyer and will not confer upon or give to any third party any right, claim, cause of action or interest.
- Interpretation; Definitions. Unless the context of this Agreement otherwise requires (a) words using the singular or plural number also include the plural or singular number, respectively; (b) "Section" refers to the specified section of this Agreement, and "clause" refers to the specified clause of this Agreement; (c) "including" means including without limitation; (d) "excluding" means excluding without limitation; (e) "day" means a calendar day; (f) "month" means a calendar month; (g) "Contract Year" means the 12 month period beginning on the Effective Date or any anniversary of the Effective Date; (h) "Affiliate" means any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person, and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting stock, ownership interest or securities; (i) "Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint enterprise, joint-stock company, trust, proprietorship, unincorporated organization, or other legal entity; (j) "MT" means metric ton; and (k) "US\$" means US Dollars. Captions and section headings are for convenience only and not to be used in interpretation or enforcement. No course of dealing, course of performance, or usage of trade will be considered in the interpretation or enforcement of this Agreement.
- 29. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts or duplicate originals, all of which when taken together will constitute one and the same agreement. Electronic and facsimile copies of an original executed signature page (including copies electronically transmitted in portable document format or ".pdf") will be deemed the same as the original executed signature page. Electronically executed versions of a signature page through the DocuSign, Inc. electronic signing system implemented by INVISTA will also be deemed the same as an original, manually executed signature page. At the request of any Party at any time, the Parties shall promptly confirm all electronic or facsimile copies, and all electronically executed versions, of any signature page by manually executing and delivering a duplicate original signature page.



[Signature Page Follows]

The Parties have executed and delivered this Agreement by their duly authorized representatives effective as of the Effective Date.

INV Nylon Chemical SLLC INVISTA By:	Kordsa Teknik Tekstil A.S. By:
Name: Nancy Kowalski	Name: Erhan Catinado
Title: Manager	Title: Global Supply Shair Director KORFRACTIONIK TEKSTILAS
	By: Name: ALI CALISICAN
	Title: <u>CEO</u>
Kordsa Inc. By: Bryon Coleman	
Title: MR Moneyer - NA	
anynoh	
Any Mohn Treasurer - Finance	0.4
Treasurer - 1- nance	rlanage

Exhibit A

HMD and AA Finished Product Specifications

Product Name:

DYTEK® Hexamethylenediamine Solid High Purity Approx 98% Conc

Similar Names:

HMD

Company:

INVISTA

SALES SPECIFICATIONS:

Property	<u>Units</u>	Min.	Max.
Concentration	Wt%	96.00	100.00
Total Volatile Bases (TVB)	(mpm)		23
1,2-Diaminocyclohexane (DCH)	(mpm)		10
2-Aminomethylcyclopentylamine (AMC)	(mpm)		45
2-Methylpentamethylenediamine (MPMD)	(mpm)		25
Polarographically Reducible Impurities (PRI)	(mpm)		20
Color, APHA			4

APPEARANCE:

Clear, colorless liquid free of foreign matter

PRODUCT NAME:

ADI-PURE® FREE FLO

Similar Names:

Company:

INVISTA

SALES SPECIFICATIONS

Property	<u>Units</u>	Min.	<u>Max.</u>
Water	(%)		0.20
Ash	(ppm)		2
Iron	(ppm)		0.50
Total Nitrogen	(mpm)		15
Color APHA			4
Assay	(%)	99.70	100.20
Purity	(%)	99,80	
Dodecanedioic Acid	(ppm)	100	400

APPEARANCE:

White crystalline powder

PRODUCT NAME:

ADI-PURE® LARGE GRAIN ADIPIC ACID (LGA) ADI-PURE® LGA

Similar Names:

INVISTA

Company:

SALES SPECIFICATIONS

Property Water	<u>Units</u> (%)	Min.	<u>Max.</u> 0.20
	• •		2
Ash	(ppm)		
Iron	(ppm)		0.50
Total Nitrogen	(mpm)		15
Color APHA			4
Assay	(%)	99.70	100.20
Purity	(%)	99,80	

APPEARANCE:

White crystalline powder

Exhibit B

Total Discharge Laytime Allowances by parcel size (Metric tes)

Parcel	Total Discharge Laytime
750/999	13.50 hrs
1000/1249	17.50 hrs
1250/1499	19.50 hrs

