



Covestro (Netherlands) B.V.

Urmonderbaan 22
6167 RD Geleen
P.O. Box 67
6400 AB Heerlen
Netherlands

Trade Register: 62059459

Date

June 14, 2024

Our reference

RP-1K-OSM-HAA

Dear Sirs

We wish to inform you that Covestro (Netherlands) B.V. owns the below listed issued patents i) through iii) (stemming from the international patent application WO 2019/170854 A1) on the date of this letter:

- i) EP 3 762 462 B1 (validated in Germany, France, Spain, Italy and Turkey)
- ii) US 11,807,781 B2
- iii) ZL 201980017450.2 (patent application publication No.: CN 111868186 A)

collectively mentioned in this letter as 'PATENTS'. If in the future any one of the issued patents listed just above ceases to be in force, the term 'PATENTS' will refer to those remaining in-force issued patents of the above list.

Only with the purchase of the resin products listed under the webpage:

<https://solutions.covestro.com/en/highlights/articles/stories/2024/uralac-one-shot-matte> (herein 'PRODUCTS'), from Covestro (Netherlands) B.V. or any of its Affiliates* [collectively both mentioned as 'COVESTRO'],

COVESTRO offers the purchaser and purchaser's Affiliates [collectively mentioned as 'PURCHASER'] a non-assert for the PATENTS for only the time period in which at least one of the PATENTS is in force, which non-assert is free of any charge though **limited only to the quantities of the PRODUCTS mentioned in each order confirmation, and delivered by COVESTRO**, and for only when the PURCHASER



- procures PRODUCTS which correspond to the polyester resin A and polyester resin B (the PURCHASER must procure both polyester resin A and polyester resin B from PRODUCTS) as each one of them is specified in the claims of the PATENTS, and
- formulates the PRODUCTS procured, only into 1K thermosetting powder coating compositions covered by the claims of the PATENTS, using at least a binder and a crosslinker as each one of them is specified in the claims of the PATENTS (herein 'POWDER PAINTS'), and
- commercializes the POWDER PAINTS only for use as 1K thermosetting powder coating compositions for one-shot matte applications for matte powder coatings, and
- informs the PURCHASER's arms-length customer (herein 'APPLICATOR') that
 - a) the POWDER PAINTS are for and expressly limited for use as 1K thermosetting powder coating compositions for one-shot matte applications for matte powder coatings, and
 - b) if the APPLICATOR uses the POWDER PAINTS for any use other than for 1K thermosetting powder coating compositions for one-shot matte applications for matte powder coatings, COVESTRO may assert the PATENTS against the APPLICATOR.

This paragraph is mentioned herein as 'NON-ASSERT's SCOPE'.

For as long as:

- a) the PURCHASER meets his obligations as stipulated in the NON-ASSERT's SCOPE, and
- b) the APPLICATOR complies with the use of the POWDER PAINTS for 1K thermosetting powder coating compositions for one-shot matte applications for matte powder coatings, COVESTRO shall also not assert the PATENTS to the APPLICATOR.

However, if the APPLICATOR uses the POWDER PAINTS for any use other than for 1K thermosetting powder coating compositions for one-shot matte applications for matte powder coatings, COVESTRO may assert the PATENTS against the APPLICATOR.

No license under the PATENTS is inferred, implied or transferred to the PURCHASER with this letter or any order for PRODUCTS confirmed and delivered by COVESTRO.

No license under the PATENTS is inferred, implied or transferred to the APPLICATOR with this letter or use of the POWDER PAINTS procured by the PURCHASER.

Kind regards


Marten Houweling



Global Product Manager Powder Coating Resins

**Affiliate(s) means, with respect to:*

- a. the Covestro (Netherlands) B.V., any company or other legal entity which, either directly or indirectly, controls Covestro (Netherlands) B.V., Covestro (Netherlands) B.V., is controlled by Covestro (Netherlands) B.V., or is under common control with Covestro (Netherlands) B.V. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the company or other legal entity through direct or indirect ownership in the aggregate of more than fifty percent (50%) of the voting and/or equity securities of such company or other legal entity;*
- b. the purchaser, any company or other legal entity which, either directly or indirectly, controls the purchaser, the purchaser, is controlled by the purchaser, or is under common control with the purchaser. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the company or other legal entity through direct or indirect ownership in the aggregate of more than fifty percent (50%) of the voting and/or equity securities of such company or other legal entity.*