

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

MARELLI AUTOMOTIVE LIGHTNING USA
LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11034 (CTG)

(Jointly Administered)

**NOTICE OF RECLAMATION DEMAND BY
MYTEX POLYMERS U.S. CORPORATION**

PLEASE TAKE NOTICE that by and through its undersigned counsel at White and Williams, LLP, Mytex Polymers U.S. Corporation (“**Mytex**”), a subsidiary of Mitsubishi Chemical Group, hereby files this notice of the delivery of written demand for reclamation of goods, pursuant to 11 U.S.C. § 546(c), upon Marelli North America, Inc., Marelli Automotive Lightning USA, LLC, and/or its affiliated debtors (the “**Debtors**”), to reclaim certain assets (the “**Goods**”) that are subject to reclamation. Mytex sold the Goods to the Debtors in the ordinary course of Mytex’s business and the Debtors received the Goods during the 45-day period prior to the filing of the above-captioned Chapter 11 cases while the Debtors were insolvent. Attached hereto as **Exhibit A** is a copy of the formal reclamation demand (the “**Reclamation Demand**”) dated July 1, 2025, with the shipping documents (the “**Shipping Documents**”) and is fully incorporated herein by reference.

PLEASE TAKE FURTHER NOTICE that, as part of its demand for reclamation, Mytex is demanding that the Goods be segregated, identified, and not commingled with any other goods.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/Marelli>. The location of Marelli Automotive Lightning USA LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033.



PLEASE TAKE FURTHER NOTICE that this notice is filed in accordance with the provisions of 11 U.S.C. § 546(c), UCC § 2-702, and any and all other applicable provisions of the U.S. Bankruptcy Code and/or Uniform Commercial Code.

PLEASE TAKE FURTHER NOTICE that Mytex hereby reserves all of its rights and remedies with respect to the Goods and its claims, including without limitation, its rights (i) of setoff and recoupment, (ii) to file additional claims and demands against the Debtors, including filing proofs of claims and administrative claims pursuant to 503(b)(9), (iii) to amend, correct, supplement or modify this Notice and its Reclamation Demand, and (iv) assert any other rights, claims, and/or defenses under the Bankruptcy Code and to the entry of final orders of the Bankruptcy Court on non-core matters and does not hereby waive any jurisdictional defenses.

WHEREFORE, Mytex respectfully requests that it be permitted to reclaim and recover such Goods as shown on the Reclamation Demand, or, alternatively, that Mytex be granted and allowed an administrative expense claim for the value of the Goods.

Date: July 2, 2025
Wilmington, Delaware

Respectfully submitted,

WHITE AND WILLIAMS LLP

/s/ Michael Ingrassia

Michael Ingrassia (No. 7068)
600 North King Street, Suite 800
Wilmington, Delaware 19801
Tel: (302) 467-4503
Email: ingrassiam@whiteandwilliams.com

-and-

Heidi J. Sorvino, Esq.
Christopher F. Graham, Esq.
810 Seventh Avenue, Suite 500
New York, New York
Tel: (212) 244-9500
Email: sorvinoh@whiteandwilliams.com
grahamc@whiteandwilliams.com

Counsel to Mytex Polymers U.S. Corporation

-2-

EXHIBIT A

(Reclamation Demand and Shipping Documents)



Christopher F. Graham

810 Seventh Avenue, Suite 500, New York, NY 10019
Direct 212.714.3066 | Fax 212.868.4845
grahamc@whiteandwilliams.com | whiteandwilliams.com

July 1, 2025

Via FedEx and Email (nicholas.adzima@kirkland.com)

Nicholas M. Adzima, Esq.
Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10022
nicholas.adzima@kirkland.com

**RE: NOTICE OF RECLAMATION OF GOODS FROM MARELLI
NORTH AMERICA, INC., AND MARELLI AUTOMOTIVE
LIGHTNING USA**

Dear Mr. Adzima:

This firm has been retained by Mytex Polymers U.S. Corporation (“**Mytex**”), a subsidiary of Mitsubishi Chemical Group, with respect to Mytex’s reclamation claim for goods delivered to your client Marelli Automotive Lightning USA, LLC, and/or its affiliated debtors and debtors in possession (collectively, the “**Debtors**”) on or about (1) April 30, 2025, and (2) June 2, 2025. The goods were received by the Debtor within the 45 days immediately prior to June 11, 2025 (the “**Petition Date**”) – including, but not limited to, goods (the “**Reclamation Goods**”) identified by the invoices (the “**Shipping Documents**”). Copies of the Shipping Documents are enclosed with this Reclamation Notice.

It has come to our attention that your client’s business is now insolvent, and that Debtors filed chapter 11 bankruptcy cases currently pending in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), Case No. 25-11034-CTG. Pursuant to 11 U.S.C. § 546(c), Section 2-702 of the Uniform Commercial Code, and otherwise applicable law, Mytex hereby demands the immediate return of the Reclamation Goods. Please direct your client to cease selling or otherwise disposing of the Reclamation Goods and to segregate the same in a separate portion of its facility, pending the return of the Reclamation Goods to Mytex.

This Reclamation Notice perfects Mytex’s interest in and to the Reclamation Goods, as if the Reclamation Goods had been seized by Mytex prior to the Petition Date. Mytex hereby demands that Debtors (i) account for the Reclamation Goods, (ii) segregate the Reclamation Goods as evidenced by the enclosed Shipping Documents, and (iii) provide me with a written confirmation that the Reclamation Goods are on your client’s premises and have been segregated

Nicholas M. Adzima, Esq.
Reclamation Notice
July 1, 2025

and will not be used for any purpose whatsoever except as authorized by the Bankruptcy Court. The Debtors do not have permission, consent, authorization or right to use the Reclamation Goods, or their proceeds, that are the subject of this Reclamation Notice, and which constitute property of Mytex.

Nothing contained in this letter shall be deemed a waiver of any rights or claims of Mytex against any party and all such rights are expressly reserved. Mytex specifically reserves all rights which it has under law against Debtors, including its right to an administrative claim under 11 U.S.C. §§ 503(b)(1)(a) and 503(b)(9), and does not waive any right or remedy by making this demand or by accepting the return of the Reclamation Goods. Mytex further reserves the right to supplement its demand for the return of additional goods and products.

Kindly contact me as soon as is practicable to make appropriate arrangements.

Very truly yours,

WHITE AND WILLIAMS LLP



Christopher F. Graham

cc: Heidi J. Sorvino, Esq. (via email)
Mytex Polymers U.S. Corporation (via email)

Nicholas M. Adzima, Esq.
Reclamation Notice
July 1, 2025

Exhibit A

(Shipping Documents)



Invoice

Bill-To-Party: 124709

MARELLI NORTH AMERICA, INC.
 1 CALSONIC WAY
 SHELBYVILLE TN 37160-2031
 USA

Order Received at

Mytex Polymers US Corp.
 1403 PORT ROAD
 JEFFERSONVILLE IN 47130
 USA
 TEL866-288-2300 Fax: 909-390-7692

Ship-To-Party: 124709001

MARELLI - SHELBYVILLE PLANT
 BLDG 1 - THERMAL DIVISION
 305 STANLEY BLVD
 SHELBYVILLE TN 37160-9164
 USA

Information

Invoice No./Date: 91101983 / 04/29/2025
Bill of Lading#/Date: 80137823 / 04/30/2025
Order No./Date: 1545477 / 03/04/2025
Customer No.: 124709
Currency: USD

Incoterms: CIP SHELBYVILLE, TN

Term of Payment: Day 10, 2 months

Purch.Order/Date: B1000276-3-180 / 03/04/2025

Order Created By: Eugenia PERKINS

Item	Material	Cust.Mater.No.	Quantity	Price/Unit	Value
10	5405297	LR26YA	45,460 LB	161.60 / 100	73,463.36
	LR26YA-VK8121P VR BULK		Batches: 25AGC302 25CGC401		
	LR26YA-VK8121P		Materials is glass filled PP Black material		

Invoice Amount: 73,463.36

Please Remit To:**Lockbox Address:**

Mytex Polymers US Corp
 P.O. Box 601676
 Charlotte, NC 28260-1676

Overnight Delivery Only:

Wells Fargo Bank NA
 Lockbox Services P.O. Box 601676
 Mytex Polymers
 1525 W WT Harris Blvd
 Charlotte, NC 28262

ACH Payments:

Account # XXXXXXXXXX
 ABA # 053101561
 Wells Fargo Bank NA
 Minneapolis, MN 55479-0000

Wire Payments:

Account # XXXXXXXXXX
 ABA # 121000248
 Wells Fargo Bank NA
 Minneapolis, MN 55479-0000

Note that any changes to our remittance information will always be sent by two methods. Please independently confirm that you have received two different methods of notification of the change before making payment. We also recommend that you contact your Mytex company representative with whom you usually communicate to validate the notice before making payment.

TERMS AND CONDITIONS OF SALE

The Terms and Conditions listed below are the exclusive and binding agreement between the parties covering the sale of any and all materials and/or services sold herein ("Products"), and in lieu of all other terms and conditions appearing on Buyer's purchase order or elsewhere and apply to all quotations made and orders accepted by Mytex Polymers ("Seller"). Additional or different terms proposed by Buyer are hereby rejected unless specifically agreed by the parties in writing. Objection to any terms and conditions contained herein shall be deemed to have been waived unless written notice of such objection is received by Seller within ten (10) days of Buyer's receipt of these terms and conditions. Seller's shipment of the Products shall not be interpreted as acceptance of terms and conditions in Buyer's purchase order which are different from any terms and conditions contained herein.

1. **VARIATIONS:** All Products, including those produced to meet exact specifications, shall be subject to tolerances and variations consistent with usages of the trade and regular practices concerning dimension, weight, packaging, normal variations in surface, deviations from tolerances and variations consistent with practical testing and inspection methods, and practices concerning over- and under-count of Products. Seller reserves the right to fill Purchase order quantities in full to the nearest complete package volume, even to exceed the stated Purchase Order to a complete unit. Mytex specifically reserves the right, in its sole discretion, to make changes to its raw materials, suppliers and processes that do not materially affect the quality or performance of its products at any time without notice.
2. **PRICE:** (a) Prices quoted by Seller and availability of Products are subject to change without notice, unless expressly stated on Seller's proposal that prices are firm for a certain term or as otherwise agreed in writing by the parties. Prices do not include freight, which will be added separately on the invoice; freight charges are based on warehouse shipping location. (b) Buyer will be invoiced for Products according to the price in effect at the time of Shipment of Products. (c) Minimum order is based on a variable quantity depending on Density of Product from 1,300 lbs to 2,000 lbs. (d) Sales tax will be applied to all invoices unless a valid resale tax-exemption number and certificate is provided or is on file with Seller in accordance with Section 17 below.
3. **DELIVERY, TITLE, REFUSED ORDERS:** Unless otherwise agreed in writing by Seller, delivery shall be FCA: Buyer's warehouse or as stated in writing on Seller's quotation. Title to and risk of loss and liability for Products relating to or arising out of ownership or use of Product shall pass from Seller to Buyer at the time of delivery of Products. Refused orders shall be subject to a 20% restocking fee in addition to all freight charges. No future orders will be shipped unless this charge is paid in full. In addition, Buyer is responsible for all freight charges on validly cancelled orders.
4. **INSPECTION:** BUYER shall inspect Products at the point of receipt of shipment. Regardless of whether BUYER inspects Products, all claims for alleged defects or shortfalls in Products are waived unless SELLER is notified of the claim within three (3) days after receipt of shipment. No claim shall be effective if made after Products have been altered or used. BUYER shall afford SELLER prompt and reasonable opportunity to inspect all goods to which any claim is made. No material shall be returned to SELLER without SELLER's express consent, a return authorization, and return instructions in accordance with the return procedures set forth below in Section 16.
5. **FREIGHT DAMAGE:** Seller's warranty does not cover physical damage incurred in transit. If Buyer receives Product believed to be damaged during shipment, Buyer's sole remedy lies with the carrier and he should: (a) immediately notify Seller; (b) note any damage on the receipt and bill of lading; (c) file a claim with the carrier within three (3) days of receipt; and (d) retain all shipping cartons, packing materials and content in the same condition as it was received.
6. **PAYMENT TERMS:** Unless otherwise agreed in writing by Seller, terms of payment shall be net thirty (30) days from the date of invoice. If payment is not received within such period, the outstanding balance shall accrue interest at a rate of one and one half percent (1.5 %) per month until paid.
7. **CREDIT:** Buyer shall submit a credit application to Seller for approval. Credit is subject to advance approval by Seller, in its sole discretion. If the financial condition of Buyer at any time is such as to give Seller, in its judgment, reasonable grounds for concern about Buyer's ability to perform its obligations under a purchase order, Seller may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by Seller until such payment has been received. Failure to furnish payment within ten (10) days of demand by Seller shall constitute a repudiation of the contract and in such event Seller shall be entitled to receive reimbursement for its cancellation charges in addition to any other rights available to it at law. In the event of bankruptcy or insolvency of Buyer or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, Seller shall be entitled to cancel any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.
8. **WARRANTY:** Seller warrants that the Products will conform to the applicable specifications, which may be amended by Seller by giving prior notice to Buyer, at the time of shipment of the Products. In the absence of such specifications, Seller's standard published warranties in effect at the time Seller accepts Buyer's orders for the Products shall apply. In the event that Buyer receives Products that does not conform to the applicable specification, Seller will replace or credit the value of the non-conforming Product for a period of two (2) months from date of delivery. If Seller determines, in its sole discretion, that such Product is not non-conforming, Buyer shall pay all freight and other reasonable costs incurred by Seller related to the returned Product.
9. **DISCLAIMER OF FURTHER WARRANTIES:** THE WARRANTIES SET FORTH IN SECTION 8 IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCTS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF PATENT OR OTHER RIGHTS OF THIRD PARTIES.
10. **LIMITATION OF REMEDIES AND LIABILITY:** SELLER'S LIABILITY TO BUYER IN ANY CAUSE OF ACTION, WHETHER BASED ON CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE, OR ANY OTHER THEORY, SHALL BE LIMITED TO THE PRICE PAID BY BUYER FOR THE SPECIFIC PRODUCTS GIVING RISE TO SUCH CLAIM. WITHOUT LIMITING THE FOREGOING, SELLER SHALL NOT BE LIABLE, AND BUYER WAIVES ALL CLAIMS AGAINST SELLER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF ANTICIPATED PROFITS AND LOSS OF USE). ANY CAUSE OF ACTION THAT BUYER MAY HAVE AGAINST SELLER AND WHICH MAY ARISE IN CONNECTION WITH THE PRODUCTS MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.
11. **INDEMNIFICATION:** Buyer shall indemnify Seller for and hold Seller harmless from (i) any and all loss, damage or injury to persons or property resulting from Buyer's handling, storage, transportation, resale or use of Products in manufacturing processes, or in combination with other substances, or otherwise and (ii) all damages, costs and expenses resulting from special marking of Products or containers in accordance with Buyer's requests.
12. **SERVICES:** All technical advice, recommendations and services provided by Seller are intended for use by persons having skill in the particular area of the services being provided. Such advice is provided to Buyer at its own risk, and Seller assumes no responsibility for any such advice, recommendations or services, and Buyer hereby waives all claims against Seller, for any results obtained or damages incurred from the use of Seller's advice, recommendations or services, absent willful misconduct.
13. **FORCE MAJEURE:** Seller will not be liable for non-performance or delay in performance due wholly or partly to any cause not in its reasonable control or not avoidable by reasonable diligence ("Force Majeure"). Upon the occurrence of Force Majeure, Seller shall give Buyer reasonable notice thereof and may suspend or reduce deliveries during the period of Force Majeure, and the total quantity deliverable under this Agreement will be reduced by the quantities so omitted. The following, while not an exclusive listing, will be considered to be Force Majeure: labor controversies, severe weather conditions and court decrees; inability to use the full capacity of plants or facilities as a result of governmental action, machinery malfunctions or breakdown; and the inability (without litigation or the payment of penalties or unreasonable price or the acceptance of unreasonable terms and conditions) to obtain fuel, power, labor, containers, transportation, facilities or material necessary to produce the Products.
14. **SHORTAGES:** If shortages occur in Seller's supply of the Products for any reason other than a Force Majeure, Seller will allocate all Products produced among its customers, its own requirements, and the requirements of its or its parent's division, subsidiaries, and affiliates in a manner and amount that it deems fair and reasonable, without obligation to obtain similar goods from other sources. Seller may deduct any quantity not shipped to Buyer because of any such shortages of either Products or materials from the quantity specified in Buyer's Purchase Order.
15. **HANDLING; LOADING; UNLOADING AND CONTAINERS:** (a) Buyer acknowledges that the Products may require special handling, storage, transportation, treatment or use to comply with applicable safety and environmental laws, and Buyer will take all actions necessary to comply with these laws and to avoid dangers to persons, property or the environment. Buyer certifies that containers and allied equipment presented by it at Seller's shipping point will be fit for the Products. Seller may refuse to load Buyer's containers if Seller reasonably believes that the quality of the Products will be prejudiced or that any unsafe condition exists (provided, however, Seller shall have no obligation to do so). Buyer shall be responsible for the prompt unloading and release of all transportation equipment and shall pay any invoice for demurrage, other expense or loss caused by Buyer within ten (10) days of receipt of written notice from Seller. (b) Buyer shall unload railroad cars, trucks and barges furnished by Seller within the free time specified by tariffs or time periods on file with applicable regulatory bodies or promptly after receipt if no such tariffs or time periods are on file, and pay any charges resulting from its failure to do so directly to the common carrier upon receipt of invoice therefore. Buyer shall pay Seller's daily charges for trip leased tank cars for tank cars held longer than seven (7) days from constructive placement. BUYER ASSUMES FULL RESPONSIBILITY FOR USE AND CONDITION OF CARS, TRUCKS AND BARGES WHILE IN BUYER'S POSSESSION AND AGREES TO (1) COMPENSATE SELLER FOR LOSS OR DAMAGE TO SELLER PROPERTY AND (2) INDEMNIFY AND SAVE SELLER HARMLESS FROM ANY LOSS OR DAMAGE TO PROPERTY OTHER THAN SELLER PROPERTY AND FROM ANY INJURIES TO PERSONS RELATING IN ANY WAY TO THE USE OF SUCH CAR(S), TRUCK(S) AND BARGE(S) WHILE SUCH ARE IN BUYER'S POSSESSION. Buyer shall report to Seller promptly any damage that may be sustained by the car(s), truck(s) or barge(s) in Buyer's possession.
16. **RETURN AUTHORIZATION:** All returns require pre-approval of Seller. Buyer shall contact customer service to receive a Return Authorization (RA). All returned Product must include original packaging with all accessories and parts included. Seller may charge up to a 20% restocking fee. The RA must be marked on all returned packages. Buyer is responsible for all freight charges and should send returned Product postage pre-paid. Except in the case of non-conforming Products, all returns must be made within thirty (30) days of delivery of Product.
17. **TAXES:** (a) Buyer shall provide Seller with a valid State Sales Tax Exemption Certificate. If Seller does not have Buyer's tax exempt information on file, sales tax shall be applied to invoices. (b) If new or increased taxes, excises or other governmental charges (other than taxes based on Seller's income) are imposed on Seller for the production, sale or transportation of any of the Products after the date of the purchase order, Buyer will reimburse Seller for all amounts so imposed, or, if Buyer refuses to reimburse Seller for such amounts, Seller may, at its sole discretion, terminate the order as to such Products.
18. **NOTICES:** (a) All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission) and shall be deemed received on the earlier of (i) the date actually received as evidenced in writing, regardless of how sent or (ii) three (3) business days after being mailed by United States certified or registered mail, return receipt requested, with postage prepaid, or (iii) the next business day, if sent by overnight courier.
19. **EXPORT COMPLIANCE:** (a) Sales hereunder, unless otherwise indicated, constitute domestic sales within the United States. If Buyer elects to export Products, Buyer shall constitute the US principal party in interest or exporter for all purposes under applicable law. (b) Seller specifically reserves to itself all rights to drawback of duty or taxes paid on materials entering into the manufacture or production of the Products specified in any order. Buyer disclaims all interests in such rights and agrees to furnish Seller with proof of exportation and all other documents necessary to obtain payment of such drawbacks and to cooperate with Seller in obtaining such payment.
20. **GRATUITIES:** Buyer warrants that it has not offered or given and will not offer or give to any employee, agent, or representative of Seller any gratuity with a view toward securing any business from Seller or influencing such person with respect to the terms, conditions, or performance of any contract or purchase order with Seller. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.
21. **ASSIGNMENT:** Buyer shall not assign any purchase order, or any interest therein without the written consent of Seller. Any such actual or attempted assignment without Seller's prior written consent shall entitle Seller to cancel such purchase order upon written notice to Buyer.
22. **GOVERNING LAW:** The validity and interpretation of these terms and conditions shall be governed by the laws of the state of New York, without respect to its choice of law principles.
23. **GENERAL:** (a) In the event that any of the provisions, or portions thereof, or interpretations by the parties or by either party of any provisions, or portions thereof, of these terms and conditions are held to be unenforceable or invalid by any court of competent jurisdiction, Seller and Buyer agree that the court shall enforce such provision to the maximum extent permissible, and the other terms and conditions will remain in full force and effect. (b) Waiver by Seller of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach, and the failure of Seller to exercise any right arising from any default of Buyer hereunder shall not be deemed to be a waiver of such right, which may be exercised at any subsequent time. (c) No amendment of these Terms and Conditions shall be valid and enforceable unless agreed to in writing by Seller. (d) These terms and Conditions are subject to change at the sole discretion of the Seller.



Invoice

Bill-To-Party: 124709

MARELLI NORTH AMERICA, INC.
1 CALSONIC WAY
SHELBYVILLE TN 37160-2031
USA

Order Received at

Mytex Polymers US Corp.
1403 PORT ROAD
JEFFERSONVILLE IN 47130
USA
TEL866-288-2300 Fax: 909-390-7692

Ship-To-Party: 124709001

MARELLI - SHELBYVILLE PLANT
BLDG 1 - THERMAL DIVISION
305 STANLEY BLVD
SHELBYVILLE TN 37160-9164
USA

Information

Invoice No./Date: 91102570 / 05/30/2025
Bill of Lading#/Date: 80138667 / 06/02/2025
Order No./Date: 1546137 / 04/08/2025
Customer No.: 124709
Currency: USD

Incoterms: CIP SHELBYVILLE, TN

Term of Payment: Day 10, 2 months

Purch.Order/Date: B1000276-3-181 / 04/08/2025

Order Created By: Eugenia PERKINS

Item	Material	Cust.Mater.No.	Quantity	Price/Unit	Value
10	5405297	LR26YA	45,420 LB	161.60 / 100	73,398.72
	LR26YA-VK8121P VR BULK		Batches: 25CGC401		
	LR26YA-VK8121P		Materials is glass filled PP Black material		

Invoice Amount: 73,398.72

Please Remit To:**Lockbox Address:**

Mytex Polymers US Corp
P.O. Box 601676
Charlotte, NC 28260-1676

Overnight Delivery Only:

Wells Fargo Bank NA
Lockbox Services P.O. Box 601676
Mytex Polymers
1525 W WT Harris Blvd
Charlotte, NC 28262

ACH Payments:

Account # [REDACTED]
ABA # 053101561
Wells Fargo Bank NA
Minneapolis, MN 55479-0000

Wire Payments:

Account # [REDACTED]
ABA # 121000248
Wells Fargo Bank NA
Minneapolis, MN 55479-0000

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The Terms and Conditions listed below are the exclusive and binding agreement between the parties covering the sale of any and all materials and/or services sold herein ("Products"), and in lieu of all other terms and conditions appearing on Buyer's purchase order or elsewhere and apply to all quotations made and orders accepted by Mytex Polymers ("Seller"). Additional or different terms proposed by Buyer are hereby rejected unless specifically agreed by the parties in writing. Objection to any terms and conditions contained herein shall be deemed to have been waived unless written notice of such objection is received by Seller within ten (10) days of Buyer's receipt of these terms and conditions. Seller's shipment of the Products shall not be interpreted as acceptance of terms and conditions in Buyer's purchase order which are different from any terms and conditions contained herein.

1. **VARIATIONS:** All Products, including those produced to meet exact specifications, shall be subject to tolerances and variations consistent with usages of the trade and regular practices concerning dimension, weight, packaging, normal variations in surface, deviations from tolerances and variations consistent with practical testing and inspection methods, and practices concerning over- and under-count of Products. Seller reserves the right to fill Purchase order quantities in full to the nearest complete package volume, even to exceed the stated Purchase Order to a complete unit. Mytex specifically reserves the right, in its sole discretion, to make changes to its raw materials, suppliers and processes that do not materially affect the quality or performance of its products at any time without notice.
2. **PRICE:** (a) Prices quoted by Seller and availability of Products are subject to change without notice, unless expressly stated on Seller's proposal that prices are firm for a certain term or as otherwise agreed in writing by the parties. Prices do not include freight, which will be added separately on the invoice; freight charges are based on warehouse shipping location. (b) Buyer will be invoiced for Products according to the price in effect at the time of Shipment of Products. (c) Minimum order is based on a variable quantity depending on Density of Product from 1,300 lbs to 2,000 lbs. (d) Sales tax will be applied to all invoices unless a valid resale tax-exemption number and certificate is provided or is on file with Seller in accordance with Section 17 below.
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4. **INSPECTION:** BUYER shall inspect Products at the point of receipt of shipment. Regardless of whether BUYER inspects Products, all claims for alleged defects or shortfalls in Products are waived unless SELLER is notified of the claim within three (3) days after receipt of shipment. No claim shall be effective if made after Products have been altered or used. BUYER shall afford SELLER prompt and reasonable opportunity to inspect all goods to which any claim is made. No material shall be returned to SELLER without SELLER's express consent, a return authorization, and return instructions in accordance with the return procedures set forth below in Section 16.
5. **FREIGHT DAMAGE:** Seller's warranty does not cover physical damage incurred in transit. If Buyer receives Product believed to be damaged during shipment, Buyer's sole remedy lies with the carrier and he should: (a) immediately notify Seller; (b) note any damage on the receipt and bill of lading; (c) file a claim with the carrier within three (3) days of receipt; and (d) retain all shipping cartons, packing materials and content in the same condition as it was received.
6. **PAYMENT TERMS:** Unless otherwise agreed in writing by Seller, terms of payment shall be net thirty (30) days from the date of invoice. If payment is not received within such period, the outstanding balance shall accrue interest at a rate of one and one half percent (1.5 %) per month until paid.
7. **CREDIT:** Buyer shall submit a credit application to Seller for approval. Credit is subject to advance approval by Seller, in its sole discretion. If the financial condition of Buyer at any time is such as to give Seller, in its judgment, reasonable grounds for concern about Buyer's ability to perform its obligations under a purchase order, Seller may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by Seller until such payment has been received. Failure to furnish payment within ten (10) days of demand by Seller shall constitute a repudiation of the contract and in such event Seller shall be entitled to receive reimbursement for its cancellation charges in addition to any other rights available to it at law. In the event of bankruptcy or insolvency of Buyer or in the event any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, Seller shall be entitled to cancel any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.
8. **WARRANTY:** Seller warrants that the Products will conform to the applicable specifications, which may be amended by Seller by giving prior notice to Buyer, at the time of shipment of the Products. In the absence of such specifications, Seller's standard published warranties in effect at the time Seller accepts Buyer's orders for the Products shall apply. In the event that Buyer receives Products that does not conform to the applicable specification, Seller will replace or credit the value of the non-conforming Product for a period of two (2) months from date of delivery. If Seller determines, in its sole discretion, that such Product is not non-conforming, Buyer shall pay all freight and other reasonable costs incurred by Seller related to the returned Product.
9. **DISCLAIMER OF FURTHER WARRANTIES:** THE WARRANTIES SET FORTH IN SECTION 8 IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCTS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF PATENT OR OTHER RIGHTS OF THIRD PARTIES.
10. **LIMITATION OF REMEDIES AND LIABILITY:** SELLER'S LIABILITY TO BUYER IN ANY CAUSE OF ACTION, WHETHER BASED ON CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE, OR ANY OTHER THEORY, SHALL BE LIMITED TO THE PRICE PAID BY BUYER FOR THE SPECIFIC PRODUCTS GIVING RISE TO SUCH CLAIM. WITHOUT LIMITING THE FOREGOING, SELLER SHALL NOT BE LIABLE, AND BUYER WAIVES ALL CLAIMS AGAINST SELLER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF ANTICIPATED PROFITS AND LOSS OF USE), ANY CAUSE OF ACTION THAT BUYER MAY HAVE AGAINST SELLER AND WHICH MAY ARISE IN CONNECTION WITH THE PRODUCTS MUST BE COMMENCED WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.
11. **INDEMNIFICATION:** Buyer shall indemnify Seller for and hold Seller harmless from (i) any and all loss, damage or injury to persons or property resulting from Buyer's handling, storage, transportation, resale or use of Products in manufacturing processes, or in combination with other substances, or otherwise and (ii) all damages, costs and expenses resulting from special marking of Products or containers in accordance with Buyer's requests.
12. **SERVICES:** All technical advice, recommendations and services provided by Seller are intended for use by persons having skill in the particular area of the services being provided. Such advice is provided to Buyer at its own risk, and Seller assumes no responsibility for any such advice, recommendations or services, and Buyer hereby waives all claims against Seller, for any results obtained or damages incurred from the use of Seller's advice, recommendations or services, absent willful misconduct.
13. **FORCE MAJEURE:** Seller will not be liable for non-performance or delay in performance due wholly or partly to any cause not in its reasonable control or not avoidable by reasonable diligence ("Force Majeure"). Upon the occurrence of Force Majeure, Seller shall give Buyer reasonable notice thereof and may suspend or reduce deliveries during the period of Force Majeure, and the total quantity deliverable under this Agreement will be reduced by the quantities so omitted. The following, while not an exclusive listing, will be considered to be Force Majeure: labor controversies, severe weather conditions and court decrees; inability to use the full capacity of plants or facilities as a result of governmental action, machinery malfunctions or breakdown; and the inability (without litigation or the payment of penalties or unreasonable price or the acceptance of unreasonable terms and conditions) to obtain fuel, power, labor, containers, transportation, facilities or material necessary to produce the Products.
14. **SHORTAGES:** If shortages occur in Seller's supply of the Products for any reason other than a Force Majeure, Seller will allocate all Products produced among its customers, its own requirements, and the requirements of its or its parent's division, subsidiaries, and affiliates in a manner and amount that it deems fair and reasonable, without obligation to obtain similar goods from other sources. Seller may deduct any quantity not shipped to Buyer because of any such shortages of either Products or materials from the quantity specified in Buyer's Purchase Order.
15. **HANDLING; LOADING; UNLOADING AND CONTAINERS:** (a) Buyer acknowledges that the Products may require special handling, storage, transportation, treatment or use to comply with applicable safety and environmental laws, and Buyer will take all actions necessary to comply with these laws and to avoid dangers to persons, property or the environment. Buyer certifies that containers and allied equipment presented by it at Seller's shipping point will be fit for the Products. Seller may refuse to load Buyer's containers if Seller reasonably believes that the quality of the Products will be prejudiced or that any unsafe condition exists (provided, however, Seller shall have no obligation to do so). Buyer shall be responsible for the prompt unloading and release of all transportation equipment and shall pay any invoice for demurrage, other expense or loss caused by Buyer within ten (10) days of receipt of written notice from Seller. (b) Buyer shall unload railroad cars, trucks and barges furnished by Seller within the free time specified by tariffs or time periods on file with applicable regulatory bodies or promptly after receipt if no such tariffs or time periods are on file, and pay any charges resulting from its failure to do so directly to the common carrier upon receipt of invoice therefore. Buyer shall pay Seller's daily charges for trip leased tank cars for tank cars held longer than seven (7) days from constructive placement. BUYER ASSUMES FULL RESPONSIBILITY FOR USE AND CONDITION OF CARS, TRUCKS AND BARGES WHILE IN BUYER'S POSSESSION AND AGREES TO (1) COMPENSATE SELLER FOR LOSS OR DAMAGE TO SELLER PROPERTY AND (2) INDEMNIFY AND SAVE SELLER HARMLESS FROM ANY LOSS OR DAMAGE TO PROPERTY OTHER THAN SELLER PROPERTY AND FROM ANY INJURIES TO PERSONS RELATING IN ANY WAY TO THE USE OF SUCH CAR(S), TRUCK(S) AND BARGE(S) WHILE SUCH ARE IN BUYER'S POSSESSION. Buyer shall report to Seller promptly any damage that may be sustained by the car(s), truck(s) or barge(s) in Buyer's possession.
16. **RETURN AUTHORIZATION:** All returns require pre-approval of Seller. Buyer shall contact customer service to receive a Return Authorization (RA). All returned Product must include original packaging with all accessories and parts included. Seller may charge up to a 20% restocking fee. The RA must be marked on all returned packages. Buyer is responsible for all freight charges and should send returned Product postage pre-paid. Except in the case of non-conforming Products, all returns must be made within thirty (30) days of delivery of Product.
17. **TAXES:** (a) Buyer shall provide Seller with a valid State Sales Tax Exemption Certificate. If Seller does not have Buyer's tax exempt information on file, sales tax shall be applied to invoices. (b) If new or increased taxes, excises or other governmental charges (other than taxes based on Seller's income) are imposed on Seller for the production, sale or transportation of any of the Products after the date of the purchase order, Buyer will reimburse Seller for all amounts so imposed, or, if Buyer refuses to reimburse Seller for such amounts, Seller may, at its sole discretion, terminate the order as to such Products.
18. **NOTICES:** (a) All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission) and shall be deemed received on the earlier of (i) the date actually received as evidenced in writing, regardless of how sent or (ii) three (3) business days after being mailed by United States certified or registered mail, return receipt requested, with postage prepaid, or (iii) the next business day, if sent by overnight courier.
19. **EXPORT COMPLIANCE:** (a) Sales hereunder, unless otherwise indicated, constitute domestic sales within the United States. If Buyer elects to export Products, Buyer shall constitute the US principal party in interest or exporter for all purposes under applicable law. (b) Seller specifically reserves to itself all rights to drawback of duty or taxes paid on materials entering into the manufacture or production of the Products specified in any order. Buyer disclaims all interests in such rights and agrees to furnish Seller with proof of exportation and all other documents necessary to obtain payment of such drawbacks and to cooperate with Seller in obtaining such payment.
20. **GRATUITIES:** Buyer warrants that it has not offered or given and will not offer or give to any employee, agent, or representative of Seller any gratuity with a view toward securing any business from Seller or influencing such person with respect to the terms, conditions, or performance of any contract or purchase order with Seller. Any breach of this warranty shall be a material breach of each and every contract between Buyer and Seller.
21. **ASSIGNMENT:** Buyer shall not assign any purchase order, or any interest therein without the written consent of Seller. Any such actual or attempted assignment without Seller's prior written consent shall entitle Seller to cancel such purchase order upon written notice to Buyer.
22. **GOVERNING LAW:** The validity and interpretation of these terms and conditions shall be governed by the laws of the state of New York, without respect to its choice of law principles.
23. **GENERAL:** (a) In the event that any of the provisions, or portions thereof, or interpretations by the parties or by either party of any provisions, or portions thereof, of these terms and conditions are held to be unenforceable or invalid by any court of competent jurisdiction, Seller and Buyer agree that the court shall enforce such provision to the maximum extent permissible, and the other terms and conditions will remain in full force and effect. (b) Waiver by Seller of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach, and the failure of Seller to exercise any right arising from any default of Buyer hereunder shall not be deemed to be a waiver of such right, which may be exercised at any subsequent time. (c) No amendment of these Terms and Conditions shall be valid and enforceable unless agreed to in writing by Seller. (d) These terms and Conditions are subject to change at the sole discretion of the Seller.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

MARELLI AUTOMOTIVE LIGHTNING USA
LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11034 (CTG)

(Jointly Administered)

CERTIFICATE OF SERVICE

I, Michael Ingrassia, certify that the *Notice of Reclamation Demand by Mytex Polymers U.S. Corporation* was served on July 2, 2025 by CM/ECF, upon the parties who have registered for CM/ECF service of notices and pleadings in this case.

[Remainder of Page Intentionally Left Blank.]

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://www.veritaglobal.net/Marelli>. The location of Marelli Automotive Lightning USA LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 26555 Northwestern Highway, Southfield, Michigan 48033

Date: July 2, 2025

Respectfully submitted,

WHITE AND WILLIAMS LLP

By: /s/ Michael Ingrassia

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Corporation