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Version: 19 April 2024

According to the requirements of Article 6(3) of the EU REACH regulation, any manufacturer or importer of a polymer that comprises more than 2% of (a) chemically bound monomer(s) in a volume exceeding 1000 kg per year has to register the monomer(s) used. SABIC appointed its affiliate SABIC Petrochemicals B.V. based in the Netherlands to fulfil its tasks and responsibilities for complying with the legal requirements of the EU REACH regulation. SABIC Petrochemicals B.V., representing SABIC, has successfully registered the monomer(s) used in the SABIC Product under the EU REACH regulation.

Plastic materials, such as produced by SABIC are mixtures (the polymer part, residual monomer(s), stabilisers, additives, etc.). According to the EU REACH regulation mixtures do not need separate registration if the individual parts of the mixture are (pre)-registered.

For substances for which SABIC is a Downstream User, and thus has no registration obligation itself, SABIC has confirmed with all its suppliers that their registration obligations under the EU REACH regulation have been met. SABIC will not use any product or will do business with a supplier that is not compliant with the EU REACH regulation. SABIC Petrochemicals B.V., representing SABIC, has registered all (imported) substances for which there was a registration obligation and will continue to ensure SABIC's regulatory compliance with the EU REACH regulation.

Please note that the EU REACH registration of the substance(s) subject to registration in the SABIC Product is restricted to the product as manufactured by SABIC in the EU or imported by SABIC Petrochemicals B.V. and cannot be used by or relied upon by any third party.

This SABIC Product is a non-hazardous mixture according to the criteria for classification of EU Regulation (EC) 1272/2008 on the classification, labelling and packaging of substances and mixtures, and its amendments. Therefore, this non-hazardous SABIC Product is not subject to the requirements of Article 31(1) and 31(2) of the EU REACH regulation.

Since SABIC has no legal obligation to set up a Safety Data Sheet (SDS) according to Article 31 (6) and Annex II of the EU REACH regulation, the fact that SABIC issues such an SDS should be regarded as information provided on a voluntary basis as part of SABIC's Responsible Care efforts. It should be noted that an SDS, issued by SABIC, for this SABIC Product does not always contain all subheadings as listed in Part B of Annex II of the EU REACH Regulation, or all of the mandatory information on its use and application.

Regarding the presence of Substances of Very High Concern, we can inform you as follows:

According to the recipe in the production of the SABIC Product, SABIC does not intentionally add:

- Substances of Very High Concern (SVHC), included in the most recent and authentic "Candidate List of Substances of Very High Concern for Authorisation", in a concentration above the threshold limit of 0.1%, as published by the European Chemicals Agency (ECHA) on <http://echa.europa.eu/web/guest/candidate-list-table>, dated January 23, 2024 (List of 240 substances).
- Substances subject to the provisions of Annex XIV (Authorisation) or Annex XVII (Restriction) of the EU REACH regulation, and its amendments.

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Version: 19 April 2024

**Phthalates / Endocrine Disruptors / CMR substances / Cosmetics Regulation / EuPIA Exclusion Policy**

According to the recipe in the production of the SABIC Product, the following substances as such are not intentionally added:

- Phthalates (the product is manufactured using a phthalate-free catalyst system).
- Substances listed in the Endocrine Disruptor Lists I, II and III ([www.edlists.org](http://www.edlists.org); latest update November 2023). That also covers substances referred to in item I and II of Article L. 5232-5 of the Public Health Code, France.  
Please note that these lists include the dithiocarbamate based fungicide 'Mancozeb' (CASRN 8018-01-7) and 'Cholecalciferol' (Vitamin D3; CAS 67-97-0).
- Substances classified as CMR (all categories) according to the Regulation (EC) 1272/2008 on the classification, labelling and packaging of substances and mixtures and its amendments, excluding authorised substances as referred to in Articles 5 and 6 of EU Commission Regulation (EU) No 10/2011 on plastic materials and articles intended to come into contact with food, and its amendments.
- "Substances prohibited in cosmetic products" as listed in Annex II or "Substances which cosmetic products must not contain except subject to the restrictions laid down" as listed in Annex III of EU Regulation (EC) No 1223/2009/EC on cosmetic products including amendments up to and including Commission Regulation (EU) 2023/1545 of 26 July 2023.
- Substances (Group A – G) as listed in the EuPIA Exclusion Policy for printing inks and related products. 6<sup>th</sup> Edition of March 2024.

## California Proposition 65

According to the recipe in the production of the SABIC Product, the following substance(s) as such is / are not intentionally added:

- Substances (at levels resulting in exceedance of indicated safe harbor levels) mentioned in the list of chemicals known to cause cancer or reproductive toxicity (Safe Drinking Water and Toxic Enforcement Act of 1986) of the California Proposition 65, updated December 29, 2023.

## Animal origin, TSE/BSE, Kosher/Halal

According to the recipe in the production of the SABIC Product, the following substances as such are not intentionally added:

- animal substances or substances of animal origin.
- alcohol

The absence of these substances has not been checked by tests.

Based on the absence of animal substances or substances of animal origin in the SABIC Product, to the best of our knowledge, the risk of transmission of Transmissible Spongiform

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Version: 19 April 2024

Encephalopathies (TSE) / Bovine Spongiform Encephalopathy (BSE) is not relevant.

It has to be recognized that the SABIC Product is not produced in an exclusive "Halal or Kosher Certified" surrounding.

## Per- and PolyFluorinated Alkyl Substances (PFAS)

Per- and Polyfluorinated Substances (hereinafter “PFAS” <sup>1</sup>) are a chemical class with diverse molecular structures and physical, chemical and biological properties. The term PFAS is a broad, general, non-specific term that does not inform whether a substance, which fits into this chemical class, is harmful or not <sup>2</sup>.

There are currently no global absolute bans on PFAS, but a comprehensive package of strategies on taking broad-scale regulations or restrictions worldwide to regulate PFAS is currently under development.

This SABIC Product does not contain intentionally added PFAS. According to the formulation in the production of the SABIC Product, the following substances as such are not intentionally used or added:

- Per- and PolyFluorinated Alkyl Substances (PFAS) including, but not limited to:
  - Per- and PolyFluorinated Carboxylic Acids (PFCA) and their derivatives (e.g. Long Chain PerFluorinated Alkyl Carboxylates (LCPFAC) and their salts and precursors, TFA, PFPA, HFBA, PFHxA, PFOA, PFNA and “GenX substances”)
  - Per- and PolyFluorinated Sulfonic Acids (PFSA) and their derivatives (e.g. PFBS, PFHxS, PFOS, PFOSA)
  - PerFluoroEther Carboxylic Acids (PFECA) and their derivatives
  - PerFluoroEther Sulfonic Acids (PFESA) and their derivatives
  - PerFluoroAlkyl Phosphonic or Phosphinic Acids (PFPhA, PFPiA) and their derivatives
  - Fluorinated polymers (e.g. PTFE, FEP, PVDF, PVF)
  - PerFluoroPolyEthers (PFPE)

<sup>1</sup> [About PFASs - OECD Portal on Per and Poly Fluorinated Chemicals](#)

<sup>2</sup> <https://www.oecd.org/chemicalsafety/portal-perfluorinated-chemicals/terminology-per-and-polyfluoroalkyl-substances.pdf>

## PPW / ELV / RoHS / WEEE / CONEG

The chemical composition of the SABIC Product complies with:

- EU Directive **94/62/EC** of 20 December 1994 on packaging and packaging waste (**PPW**), up to and including EU Directive (EU) 2018/852 of 30 May 2018.
- EU Directive **2000/53/EC** of 18 September 2000 on end-of life vehicles (**ELV**), up to and including Commission Delegated Directive (EU) 2023/544 of 18 September 2023.

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Version: 19 April 2024

- Substances (above the mentioned concentration levels) as listed in the Global Automotive Declarable Substance List (GADSL) reference list, version V1.0, February 1<sup>st</sup>, 2024.

\* This statement does not include information about presence or absence of PFAS, please find information about PFAS in the respective chapter of this declaration. This statement does not include information about presence or absence of Critical Raw Materials (CRM) by the European Commission.

- “Substances causing allergies or intolerances” as listed in Annex II of Regulation (EU) No 1169/2011 of the European Parliament and of the Council of 25 October 2011 on the provision of food information to consumers. These include: Cereals, Crustaceans, Eggs, Fish, Peanuts, Soybeans, Milk, Nuts, Celery, Mustard, Sesame seeds, Sulphur dioxide and sulphites, Lupin and Molluscs
- Substances on the OSPAR List of Chemicals for Priority Action (Revised 2013)
- Substances that could potentially be converted into nitrosamine compounds (nitrosatable substances) in any of the manufacturing steps and applied process conditions.
- Substances classified as Persistent, Bioaccumulative, and Toxic (PBT) Chemicals under Toxic Substances Control Act (TSCA), Section 6(h), as amended by the Frank R. Lautenberg Chemical Safety for the 21st Century Act, including those issued by the US EPA via five final rules on January 6, 2021:
  - Decabromodiphenyl ether (DecaBDE) CASRN 1163-19-5
  - Phenol, isopropylated phosphate (3:1) [PIP (3:1)] CASRN 68937-41-7
  - Pentachlorothiophenol (PCTP) CASRN 133-49-3
  - Hexachlorobutadiene (HCBd) CASRN 87-68-3
  - 2,4,6-tris(tert-butyl) phenol, (2,4,6-TTBP) CASRN 732-26-3
- Thiurams
- Titanium acetylacetonate (TAA)
- Triaryl phosphites, Triclosan, Triclocarban
- Triethyl amine
- 2,2,4-Trimethyl-1,3-pentanediol diisobutyrate (TXIB)
- Tris(nonylphenyl, branched and linear) phosphite (TNPP)
- Vinyl Chloride Monomer (VCM)
- Volatile Organic Compounds in a concentration exceeding the limit (3%) of the Swiss regulation SR 814.018: “Verordnung über die Lenkungsabgabe auf Flüchtigen Organischen Verbindungen (VOCV)” of November 12<sup>th</sup> 1997
- Xylene

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Version: 19 April 2024

## Halogens

Regarding the presence of halogens in the SABIC Product we can inform you that according to the recipe in the production the following substances as such are not intentionally used or added:

- Halogens (Bromine, Fluorine, Iodine, Astatine, except for Chlorine) or halogen compounds.

The SABIC Product contains trace amounts of organic or inorganic chlorine compounds, originating from the catalyst system used in the manufacturing process (Chlorine level is <50 ppm). It is a “Halogen-Free” material according to the International Electrochemical Commission’s (IEC) definition of Halogen-Free (IEC 61249-2-21).

**SABIC® TRUCIRCLE™ certified renewable and circular products**

SABIC is committed to provide its customers with more sustainable solutions in order to accelerate the circular carbon economy. SABIC launched its TRUCIRCLE™ certified circular and renewable portfolio in an effort to transform today's linear economy into a sustainable circular economy for plastics.

The chemical recycling concept of SABIC® TRUCIRCLE™ certified circular and renewable polymers is referred to as advanced or feedstock recycling. It is based on thermal conversion technologies to produce pyrolysis oil (circular) or bio-based (renewable) feedstocks as primary outputs. These are used as alternative cracker feedstock sources to (partly) replace fossil-based cracker feedstocks <sup>a)</sup>. The application of feedstock recycling in the manufacture of SABIC® TRUCIRCLE™ certified circular and renewable polymers ensures that these polymers are identical to their conventional fossil-based counterparts in both technical and regulatory respect. They are drop-in replacements for their fossil feedstock-based counterparts for use, under the same conditions, in all application areas without need for additional measures.

At this moment, there are two ways to identify SABIC® TRUCIRCLE™ certified circular and renewable products <sup>b)</sup>. The first way is via specific suffixes that are added to the names of their original fossil-based counterparts. The second way is through feedstock indicators in combination with the name of the original fossil feedstock-based products. These indicators are displayed in the customer portal and/or mentioned on invoice / shipping documentation.

Both naming options are depicted in tables 1 and 2 below:

Suffix	Feedstock origin
C	Mixed Plastic Waste
CO	Ocean Bound Plastic
B	Crude Tall Oil
BU	Used Cooking Oil
BV	Vegetable Oil Processing Residues

Table 1. Product identification via suffixes

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Version: 19 April 2024

Indicator	Feedstock origin
TRUCIRCLE™ Circular MPW	Mixed Plastic Waste
TRUCIRCLE™ Circular OBP	Ocean Bound Plastic
TRUCIRCLE™ Renewable CTO	Crude Tall Oil
TRUCIRCLE™ Renewable PFAD	Vegetable oil processing residues
TRUCIRCLE™ Renewable UCO	Used Cooking Oil

Table 2. Product identification via indicators

Example: SABIC® LLDPE 118NE - 00900 (TRUCIRCLE™ Renewable UCO) is a TRUCIRCLE™ certified renewable version of fossil feedstock based SABIC® LLDPE 118NE - 00900.

The content of this document equally applies to the TRUCIRCLE™ certified circular and renewable variants of fossil feedstock-based SABIC® LLDPE 118NE - 00900.

- a) Additional supply sources may be added in the future.
- b) Product naming options may differ between product portfolios and may be subject to change. Customers will be informed accordingly.

Version: 19 April 2024

## General information

The information disclosed in this RDS is, to the best of our knowledge, based upon data from the manufacturing process and/or raw material suppliers or manufacturers. Although many substances are declared as “not intentionally added” to the SABIC Product throughout this RDS, it does not exclude the presence of negligibly slight traces due to, amongst others, impurities in the components supplied by external parties and used in the production of such components.

Please note that analysis of the raw materials and/or the SABIC Product for presence of the above-mentioned substances on a routine basis is neither part of quality control plans, nor part of SABIC Product specifications, and hence it shall not be construed as any warranty, expressed or implied.

SABIC recommends users to take appropriate precaution during storage, transportation and use of SABIC Products to avoid contamination and deterioration. Please refer to the SABIC Product's Safety Data Sheets (SDS) before use.

SABIC makes no recommendation for suitability of this SABIC product in the downstream user's intended application. SABIC has no control over finished plastic materials or articles nor over their manufacturing, processing and use conditions and can never accept any responsibility for compliance of these finished plastic materials or articles. SABIC cannot be held responsible for changes that may result from further processing of its product by other parties in the supply chain. It is the responsibility of downstream users to determine whether its use of SABIC products in a particular application is suitable and to check compliance of their final product with relevant regulations. Material or product performance in the end application should be validated through proper end use testing based on the information provided by the supply chain.

This declaration applies to the material as it leaves its production facilities. It does not cover any substance(s) or mixture(s) subsequently added and/or improper material processing or article fabrication further down the supply chain.

Please note carefully that Regulations develop continuously and that SABIC declarations may be adapted accordingly. This declaration replaces all previous versions relating to this subject and product, and will be valid for a period of 1 (one) year, after which it will automatically expire.

If you have further questions, or require any additional information on the above, please use the ***“Contact Us”*** form on the SABIC website. After selecting the option ***“Products”*** and your product, choose ***“Regulatory”*** as option under ***“What is the nature of your inquiry”***. The form is available via <https://www.sabic.com/en/contact>.

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