UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

Form 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934

DATE OF REPORT – August 27, 2026
(Date of earliest event reported)

SOLSTICE ADVANCED MATERIALS INC.

(Exact name of Registrant as specified in its Charter)

Delaware (State or other jurisdiction of incorporation)	001-42812 (Commission File Number)	33-2919563 (I.R.S. Employer Identification Number)

115 Tabor Road Morris Plains, New Jersey (Address of principal executive offices)	07950 (Zip Code)

Registrant's telephone number, including area code: (973) 370-8188

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	SOLS	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

The information set forth in Item 1.02 below is hereby incorporated by reference into this Item 1.01.

Item 1.02 Termination of Material Definitive Agreement.

As previously disclosed, on July 6, 2026, Solstice Advanced Materials Inc., a Delaware corporation (“Solstice”), entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Solar Merger Sub One Inc., a Delaware corporation and a wholly-owned subsidiary of Solstice (“Merger Sub One”), Solar Merger Sub Two LLC, a Delaware limited liability company and a wholly-owned subsidiary of Solstice (“Merger Sub Two”), and Element Solutions Inc, a Delaware corporation (“Element Solutions”).

On August 27, 2026, Solstice, Merger Sub One, Merger Sub Two and Element Solutions entered into a Termination Agreement (the “Termination Agreement”) pursuant to which, among other things, Solstice and Element Solutions mutually terminated the Merger Agreement pursuant to Section 8.1(a) thereof. As a result, the Merger Agreement will be of no further force and effect. Subject to limited customary exceptions, the Termination Agreement also mutually releases the parties from any claims of liability to one another relating to the contemplated merger transaction. Under the terms of the Merger Agreement, neither Solstice nor Element Solutions will be responsible for any payments to the other party as a result of the termination of the Merger Agreement.

The foregoing summary of the Termination Agreement is qualified in its entirety by the text of the Termination Agreement, a copy of which is attached as Exhibit 10.1 hereto and is incorporated herein by reference. The Merger Agreement, which was filed as Exhibit 2.1 to Amendment No. 1 to Current Report on Form 8-K/A filed by Solstice on July 9, 2026, is also incorporated herein by reference.

Item 7.01 Regulation FD.

On August 27, 2026, Solstice issued a press release announcing the termination of the Merger Agreement. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information furnished pursuant to this Item 7.01, including Exhibit 99.1, shall not be deemed “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liabilities of that section, and shall not be deemed to be incorporated by reference into any filing made by Solstice under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by a specific reference in such filing.

Item 8.01 Other Events.

Also on August 27, 2026, as a result of the termination of the Merger Agreement, (i) the commitments under Solstice’s previously disclosed commitment letter, dated as of July 6, 2026, with Goldman Sachs Bank USA and Goldman Sachs Lending Partners LLC, and (ii) the Voting and Support Agreement, dated as of July 6, 2026, between Solstice and Sir Martin E. Franklin, were each automatically terminated in accordance with their terms.

Share Repurchase Program

On August 27, 2026, Solstice announced that the Board of Directors of Solstice approved Solstice’s share repurchase program, authorizing Solstice to repurchase up to $500 million of its common stock. Repurchases may be made through a variety of methods, which could include open market purchases, accelerated share repurchase transactions, negotiated block transactions, Rule 10b5-1 plans, other transactions that may be structured through investment banking institutions or privately negotiated, or a combination of the foregoing. The amount and timing of future repurchases may vary depending on market conditions and the level of operating, financing and other investing activities. The repurchase authorization may be amended, suspended, resumed or terminated by Solstice’s Board of Directors at any time without prior notice. Solstice expects to utilize cash on hand and cash generated by operations to fund repurchases under the share repurchase program.

As of August 26, 2026, there were 158,889,436 shares of Solstice common stock outstanding.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits

The following exhibits are filed as part of this report:

Exhibit No.	Exhibit
10.1	Termination Agreement, dated as of August 27, 2026, by and among Solstice Advanced Materials Inc., Element Solutions Inc, Solar Merger Sub One Inc. and Solar Merger Sub Two LLC.
99.1	Solstice Advanced Materials Inc. Press Release dated August 27, 2026.
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 27, 2026	SOLSTICE ADVANCED MATERIALS INC.
	By: /s/ Brian Rudick
	Brian Rudick
	Senior Vice President, General Counsel & Corporate Secretary

Exhibit 10.1

TERMINATION AGREEMENT

This Termination Agreement (this "Agreement"), dated as of August 27, 2026, is made and entered into by and among Element Solutions Inc, a Delaware corporation (the "Company"), Solstice Advanced Materials Inc., a Delaware corporation ("Parent"), Solar Merger Sub One Inc., a Delaware corporation and a direct wholly-owned subsidiary of Parent ("Merger Sub One"), Solar Merger Sub Two LLC, a Delaware limited liability company and a direct wholly-owned subsidiary of Parent ("Merger Sub Two") (together with Merger Sub One, the "Merger Subs" and, together with the Company, Parent and the Merger Subs, the "Parties" and each, a "Party"). Capitalized terms used but not defined herein have the respective meanings given to them in that certain Agreement and Plan of Merger, dated as of July 6, 2026, by and among the Parties (the "Merger Agreement").

WHEREAS, the Parties entered into the Merger Agreement;

WHEREAS, Section 8.1(a) of the Merger Agreement provides that the Merger Agreement may be terminated with the mutual written consent of Parent and the Company;

WHEREAS, the Parties have determined that they desire to terminate the Merger Agreement by mutual consent on the terms and conditions set forth herein; and

WHEREAS, the respective boards of directors (or equivalent bodies) of Parent, Merger Sub One, Merger Sub Two and the Company approved the execution, delivery and performance of this Agreement and the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the premises, and of the mutual representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Termination. Pursuant to Section 8.1(a) of the Merger Agreement, the Parties hereby agree that the Merger Agreement, including all schedules and exhibits thereto, and all ancillary agreements entered into by them pursuant thereto (except for the Confidentiality Agreement) (collectively, the "Transaction Documents"), are hereby terminated effective immediately as of 4:00 p.m. Eastern Daylight Time on the date hereof (the "Termination Time"), and, notwithstanding anything to the contrary in the Transaction Documents, including Section 8.2 of the Merger Agreement, the Transaction Documents are terminated in their entirety and shall be of no further force or effect whatsoever (the "Termination"); provided that Section 8.3(a) and Section 9 of the Merger Agreement and the Confidentiality Agreement shall each remain in full force and effect in accordance with their respective terms.

2. Mutual Release; Disclaimer of Liability. Each of Parent, the Merger Subs and the Company, each on behalf of itself and each of its respective successors and past and present subsidiaries, Affiliates, assignees, officers, directors, employees, controlling persons, Representatives, agents, attorneys, auditors, stockholders, equity holders and advisors, and any family member, spouse, heir, trust, trustee, executor, estate, administrator, beneficiary, foundation, fiduciary, predecessors, successors and assigns of each of them (the "Releasors"), does, to the fullest extent permitted by Legal Requirements, hereby fully release, forever discharge and covenant not to sue any other Party, any of their respective successors and past and present subsidiaries, Affiliates, assignees, officers, directors, employees, controlling persons, Representatives, agents, attorneys, auditors, stockholders, equity holders and advisors, and any family member, spouse, heir, trust, trustee, executor, estate, administrator, beneficiary, foundation, fiduciary, predecessors, successors and assigns of each of them (collectively the "Releasees"), from and with respect to any and all past, present, direct, indirect, individual, class, representative and derivative liability, claims, rights, actions, causes of action, suits, liens, obligations, accounts, debts, losses, demands, judgments, remedies, agreements, promises, liabilities, covenants, controversies, costs, charges, damages, expenses and fees (including attorney's, financial advisor's or other fees) ("Claims"), howsoever arising, of every kind and nature, whether based on any Legal Requirement or right of action (including any claims under federal securities laws or state disclosure laws or any claims that could be asserted derivatively on behalf of the Parties), known or unknown, asserted or that could have been asserted, matured or unmatured, contingent or fixed, liquidated or unliquidated, accrued or unaccrued, foreseen or unforeseen, apparent or not apparent, which Releasors, or any of them, ever had or now have or can have or shall or may hereafter have against the Releasees, or any of them, in connection with, arising out of, based upon or related to, directly or indirectly, the Transaction Documents (other than Section 8.3(a) and Section 9 of the Merger Agreement), including any breach, non-performance, action or failure to act under the Transaction Documents, the proposed Mergers, the events leading to the termination of the Merger Agreement or any other Transaction Documents, any deliberations or negotiations in connection with the proposed Mergers or this Agreement, the consideration to have been received by the Company's stockholders in connection with the proposed Mergers, and any SEC filings, public filings, periodic reports, press releases, proxy statements or other statements issued, made available or filed relating, directly or indirectly, to the proposed Mergers. The release contemplated by this Section 2 is intended to be as broad as permitted by Legal Requirements and is intended to, and does, extinguish all Claims of any kind whatsoever, whether in law or equity or otherwise, that are based on or relate to facts, conditions, actions or omissions (known or unknown) that have existed or occurred at any time to and including the Termination Time. Each of the Releasors hereby expressly waives to the fullest extent permitted by Legal Requirements any rights it may have under any statute or common law principle under which a general release does not extend to claims which such Party does not know or suspect to exist in its favor at the time of executing the release, including the provisions, rights and benefits of California Civil Code section 1542 (or any similar Legal Requirement), which provides:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Nothing in this Section 2 shall (i) apply to any action by any Party to enforce the rights and obligations imposed pursuant to this Agreement or the Confidentiality Agreement or (ii) constitute a release by any Party for any Claim arising under this Agreement or the Confidentiality Agreement.

3. Public Statements. Parent and the Company and their respective Affiliates shall not issue any press releases or otherwise make public announcements with respect to the Mergers, the Merger Agreement or the termination of the Merger Agreement without the other Party's prior consent (such consent not to be unreasonably withheld, conditioned or delayed) in each case except (i) to the extent consistent with the press materials of each Party agreed upon as of the date hereof by the Parties in connection with this termination, and (ii) as such release or public statement may be required by Legal Requirements or by the rules or regulations of any United States securities exchange to which the relevant Party is subject, in which case such Party shall use its reasonable best efforts to consult with the other Party in advance of such release or announcement.

4. Filing Fees. Notwithstanding the Termination, Parent shall remain responsible for all filing fees incurred by the Parties in connection with the filing of the premerger notification and report forms relating to the Mergers under the HSR Act and the filing of any notice or other document under any applicable foreign antitrust or competition-related law or regulation or other Legal Requirement, consistent with Section 8.3(a) of the Merger Agreement.

5. Return or Destruction of Evaluation Material; Confidentiality Agreement.

(a) Within ten Business Days of the date hereof, each Party shall, and shall cause its respective Affiliates, Representatives and advisors to, return to the other Party or destroy all Confidential Information (as defined in the Confidentiality Agreement), including information received after the date of the Merger Agreement pursuant to the Merger Agreement and/or integration planning, in each case, in accordance with and subject to the limitations set forth in Section 7 of the Confidentiality Agreement.

(b) The Confidentiality Agreement shall continue in full force and effect in accordance with the terms thereof.

6. General Provisions.

(a) Representations and Warranties.

(i) Company Authority. The Company hereby represents and warrants to Parent and the Merger Subs as follows: The Company has all requisite corporate power and authority, and has taken all corporate action necessary, to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action by the board of directors of the Company. This Agreement has been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery hereof by Parent and the Merger Subs, constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to the Enforceability Exceptions.

(ii) Parent and the Merger Subs Authority. Parent and the Merger Subs each hereby represents and warrants to the Company as follows: Each of Parent and the Merger Subs has all requisite corporate or similar power and authority, and has taken all corporate or other action necessary, to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by each of Parent and the Merger Subs and the consummation by each of Parent and the Merger Subs of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or similar action by the boards of directors of Parent and the Merger Subs. This Agreement has been duly and validly executed and delivered by each of Parent and the Merger Subs and, assuming the due authorization, execution and delivery hereof by the Company, constitutes a legal, valid and binding obligation of Parent and the Merger Subs enforceable against each of Parent and the Merger Subs in accordance with its terms, subject to the Enforceability Exceptions.

Except as expressly set forth in this Section 6(a), no Party makes additional representations or warranties express, implied or statutory as to any other matter whatsoever.

(b) Further Assurances. Each Party shall, and shall cause its subsidiaries and Affiliates to, cooperate with each other in the taking of all actions reasonably necessary, proper or advisable under this Agreement and applicable Legal Requirements to effectuate the Termination.

(c) Entire Agreement. This Agreement and the Confidentiality Agreement constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and undertakings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof and thereof.

(d) Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement, other than with respect to the provisions of Section 2, with respect to which each Releasee is an expressly intended third-party beneficiary thereof; provided, however, that only a Party hereto can enforce this Agreement on behalf of any Releasee relating to such Party.

(e) Assignment. Neither this Agreement nor any of Parties' rights, interests or obligations hereunder may be assigned or delegated, in whole or in part, by operation of law or otherwise, without the prior written consent of the other Party, and any attempted assignment or delegation of this Agreement or any of such rights, interests or obligations by any Party without the other Party's prior written consent shall be void and of no effect.

(f) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format shall be sufficient to bind the parties to the terms of this Agreement.

(g) Miscellaneous. The last sentence of Section 9.1 and Sections 9.2, 9.5, 9.8, 9.9, and 9.11 of the Merger Agreement shall apply, *mutatis mutandis,* to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Parent, Merger Sub One, Merger Sub Two, and the Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Solstice Advanced Materials Inc.

By: /s/ David Sewell
Name: David Sewell
Title: President and Chief Executive Officer

Solar Merger Sub One Inc.

By: /s/ Brian Rudick
Name: Brian Rudick
Title: President

Solar Merger Sub Two LLC

By: /s/ Brian Rudick
Name: Brian Rudick
Title: President

Element Solutions Inc

By: /s/ Ben Gliklich
Name: Ben Gliklich
Title: Chief Executive Officer

[Signature Page to Termination Agreement]

Exhibit 99.1

Solstice Advanced Materials Announces Mutual Termination of Merger Agreement with Element Solutions

Board of Directors Authorizes $500 Million Share Repurchase Program

Company Affirms Third Quarter and Full-Year 2026 Guidance

MORRIS PLAINS, N.J., August 27, 2026 -- Solstice Advanced Materials Inc. (Nasdaq: SOLS) (“Solstice”), a global leader in high-performance specialty materials, today announced that Solstice and Element Solutions Inc. (NYSE: ESI) (“Element”) have entered into an agreement to terminate their previously announced agreement for Solstice to acquire Element. No fees are payable by either party as a result of the transaction termination.

Dr. Rajeev Gautam, Chairman of the Solstice Board of Directors said, “Following conversations with our shareholders and discussions between the parties, both Boards unanimously believe that it is in the best interests of our respective shareholders, employees and customers to terminate the merger agreement. We value the feedback received from shareholders in connection with the Element agreement, including their excitement about Solstice’s strategy and growth trajectory as an independent company. The Board is confident that Solstice’s strategic plan and leadership team will deliver substantial value for Solstice shareholders.”

“While we viewed the Element acquisition as an opportunity to accelerate our strategy, we have great confidence in our strategic plan and respect our shareholders’ views,” said David Sewell, President and Chief Executive Officer of Solstice. “As demonstrated by our reported results and recently increased guidance, which we are reaffirming today, the Solstice team is executing well and with discipline across our operations. Solstice benefits from highly differentiated technology and a business aligned with powerful secular growth trends driven by AI, data centers, nuclear energy, thermal management and semiconductor manufacturing.”

Mr. Sewell continued, “Our cash flows and balance sheet are strong, enabling both investments in our many organic growth opportunities and meaningful capital returns. We move ahead from a position of strength and with deep conviction in our team, our strategy and the significant value we can deliver for Solstice shareholders.”

Share Repurchase Authorization

Solstice also announced today that its Board of Directors has approved a share repurchase program authorizing the Company to purchase up to $500 million of its common stock.

Mr. Sewell added, “Our first share repurchase program underscores the Board and management team’s confidence in Solstice’s long-term strategy, growth prospects and ability to create value for shareholders, as well as our commitment to disciplined capital allocation and returning capital to shareholders.”

Additional information regarding the share repurchase program is included in the Company’s Form 8-K filed with the SEC today.

Financial Outlook Affirmed

Solstice is affirming its previously announced guidance for the third quarter and its increased guidance for the full-year 2026:

(Dollars in millions except per share amounts)	**2026 Guidance**	**3Q 2026 Guidance**
Net Sales	$4,125 - $4,185	$990 - $1,030
Adjusted EBITDA	$1,035 - $1,055	
Adjusted Diluted EPS[1]	$2.75 - $2.95	
Capital Expenditures	$420 - $440	

The Company does not provide a reconciliation of forward-looking Adjusted EBITDA (non-GAAP) or Adjusted diluted Earnings per Share to GAAP net income (loss) attributable to Solstice Advanced Materials, due to the inherent difficulty in forecasting and quantifying certain amounts that are necessary for such reconciliation. Because deductions (such as repositioning charges, transaction costs, impairment charges, and litigation and other matters) used to calculate projected net income (loss) vary based on actual events, the Company is not able to forecast on a GAAP basis with reasonable certainty all deductions needed in order to provide a GAAP calculation of projected net income (loss) at this time. The amount of these deductions may be material and, therefore, could result in projected GAAP net income (loss) being materially less than projected Adjusted EBITDA (non-GAAP) or Adjusted Net Income attributable to Solstice (non-GAAP). These statements represent forward-looking information and a projected financial outlook, and actual results may vary. Please see the risks and assumptions referred to in the "Forward-Looking Statements" section of this news release. The guidance in this news release is only effective as of the date it is given and will not be updated or affirmed unless and until the Company publicly announces updated or affirmed guidance.

About Solstice Advanced Materials

Solstice Advanced Materials is a leading global specialty materials company that advances science for smarter outcomes. Solstice offers high-performance solutions that enable critical industries and applications, including refrigerants, semiconductor manufacturing, data center cooling, nuclear power, protective fibers, healthcare packaging and more. Solstice is recognized for developing next-generation materials through some of the industry's most renowned brands such as Solstice®, Genetron®, Aclar®, Spectra®, Fluka™ and Hydranal™. Partnering with over 3,000 customers across more than 120 countries and territories and supported by a robust portfolio of over 5,700 patents and pending applications, Solstice's approximately 4,100 employees worldwide drive innovation in materials science. For more information, visit www.Solstice.com.

[1] This is a non-GAAP measure or a non-GAAP ratio. For further information on non-GAAP measures and non-GAAP ratios, please refer to the "Non-GAAP Financial Measures" section of this news release. Please also refer to tables at the end of this news release for a reconciliation of historical non-GAAP measures and ratios to the most directly comparable GAAP measure.

Forward-Looking Statements

This news release contains forward-looking statements, within the meaning of the federal securities laws made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 about us and our industry that involve substantial risks and uncertainties. These statements can be identified by the fact that they do not relate strictly to historical or current facts, but rather are based on current expectations, estimates, assumptions and projections about our industry and our business and financial results. Forward-looking statements often include words such as "anticipates," "estimates," "expects," "positioned," "projects," "forecasts," "intends," "plans," "continues," "could," "believes," "may," "will," "would," "should," "goals" and words and terms of similar substance in connection with discussions of future operating or financial performance. As with any projection or forecast, forward-looking statements are inherently susceptible to uncertainty and changes in circumstances. Our actual results may vary materially from those expressed or implied in our forward-looking statements. Accordingly, undue reliance should not be placed on any forward-looking statement made by us or on our behalf. Although we believe that the forward-looking statements contained in this news release are based on reasonable assumptions, you should be aware that a variety of factors, many of which are difficult to predict and outside of our control, could affect our actual financial results or results of operations and could cause actual results to differ materially from those in such forward-looking statements, including, but not limited to: our limited operating history as an independent, publicly traded company and unreliability of historical consolidated financial information as an indicator of our future results; our ability to successfully develop new technologies and introduce new products; an overall decline in the health of the economy and the industries in which we operate, including as a result of inflation, tariffs and other trade barriers and restrictions, market volatility, geopolitical instability and social unrest, the possibility of an economic downturn or recession or other macroeconomic factors; changes in the price and availability of raw materials that we use to produce our products, including due to factors such as supply chain disruptions, including due to increased energy prices, and the impact of inflation; our ability to comply with complex government regulations and the impact of changes in such regulations; global climate change and related regulations and changes in customer demand; the public and political perceptions of nuclear energy and radioactive materials; economic, political, regulatory, foreign exchange and other risks of international operations; the impact of tariffs or other restrictions on foreign imports; our ability to borrow funds and access capital markets and any limitations in the terms of our indebtedness; our ability to compete successfully in the markets in which we operate; the effect on our revenue and cash flow from seasonal fluctuations and cyclical market conditions; concentrations of our credit, counterparty and market risk; our ability to successfully execute or effectively integrate potential acquisitions or complete potential divestitures; our joint ventures and strategic co-development partnerships; our ability to recruit and retain qualified personnel; potential material environmental liabilities; the hazardous nature of chemical manufacturing; decommissioning and remediation expenses and regulatory requirements; potential material litigation matters, including disputes related to the spin off ("the Spin-off") from Honeywell International Inc. ("Honeywell"); the impact of potential cybersecurity attacks, data privacy breaches and other operational disruptions; increasing stakeholder interest in public company performance, disclosure, and goal-setting with respect to sustainability matters; failure to maintain, protect and enforce our intellectual property or to be successful in litigation related to our intellectual property or the intellectual property of others, or competitors developing similar or superior intellectual property or technology; unforeseen U.S. federal income tax and foreign tax liabilities and our ability to achieve anticipated tax treatments in connection with the Spin-off; U.S. federal income tax reform; our ability to operate as an independent, publicly traded company without certain benefits available to us as a part of Honeywell prior to the Spin-off, including managing the costs of operating as an independent company following the Spin-off; our ability to achieve some or all of the benefits that we expect to achieve from the Spin-off; our inability to maintain intellectual property agreements; potential timing, declaration, amount and payment of the Company's dividend program; potential cash contributions to defined benefit pension plans; and our ability to maintain proper and effective internal controls.

These and other factors are more fully discussed in the "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections included in our Form 10-K for the fiscal year ended December 31, 2025, filed with the SEC on February 19, 2026, our Quarterly Reports on Form 10-Q, and other documents we may file from time to time with the SEC. These risks could cause actual results to differ materially from those implied by forward-looking statements in this release. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and we assume no obligation and do not intend to update or revise these forward-looking statements, whether as a result of new information, future events or otherwise, except as otherwise required by securities or other applicable law. We give no assurance that we will achieve our expectations. Even if our results of operations, financial condition and liquidity and the development of the industry in which we operate are consistent with the forward-looking statements contained in this release, those results or developments may not be indicative of results or developments in subsequent periods.

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