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

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the quarterly period ended September 30, 2026

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the transition period from _____ to _____

Commission file number: 001-36272

Element Solutions Inc
(Exact name of Registrant as specified in its charter)

Delaware	**37-1744899**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
500 S Pointe Drive, Suite 200 **Miami Beach, Florida**	**33139**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(561) 207-9600**

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	ESI	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

Number of shares of common stock outstanding at October 15, 2026: 242,602,998

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GLOSSARY OF DEFINED TERMS

Terms	Definitions
Element Solutions; We; Us; Our; the Company	Element Solutions Inc, a Delaware corporation, and where the context requires, its subsidiaries or operating businesses.
Add-on Term Loans	Element Solutions' $450 million aggregate principal amount of incremental term loans B borrowed under the Credit Agreement on February 2, 2026.
Credit Agreement	Credit Agreement, dated as of January 31, 2019, as amended from time to time, among, inter alia, Element Solutions and MacDermid, Incorporated, as borrowers, certain subsidiaries of Element Solutions, as guarantors, and the lenders from time to time parties thereto.
EBITDA	Earnings before interest, taxes, depreciation and amortization.
EFC Acquisition	Element Solutions' acquisition of EFC Gases & Advanced Materials ("EFC") on January 2, 2026.
Electronics	Element Solutions' MacDermid Alpha Electronics Solutions business segment.
Exchange Act	Securities Exchange Act of 1934, as amended.
GAAP	U.S. Generally Accepted Accounting Principles.
Kuprion Acquisition	Element Solutions' acquisition of Kuprion, Inc. on May 19, 2023.
Micromax Acquisition	Element Solutions' acquisition of Micromax (US) Holdings LLC ("Micromax") on February 2, 2026.
MGS Transaction	Element Solutions' sale of its flexographic printing plate business, MacDermid Graphics Solutions, on February 28, 2025.
Quarterly Report	This quarterly report on Form 10-Q for the three and nine months ended September 30, 2026.
RSUs	Restricted stock units issued by Element Solutions from time to time under its Amended and Restated 2013 Incentive Compensation Plan or 2024 Incentive Compensation Plan, as applicable.
SEC	Securities and Exchange Commission.
Solstice	Solstice Advanced Materials Inc., a Delaware corporation.
Solstice Transaction	The proposed acquisition of Element Solutions by Solstice pursuant to the Agreement and Plan of Merger, dated as of July 6, 2026, by and among Element Solutions, Solstice, Solar Merger Sub One Inc. and Solar Merger Sub Two LLC. On August 27, 2026 the parties mutually agreed to terminate the Agreement and Plan of Merger.
Specialties	Element Solutions' Element Specialties business segment.
2025 Annual Report	Element Solutions' annual report on Form 10-K for the fiscal year ended December 31, 2025, filed with the SEC on February 18, 2026.
3.875% USD Notes due 2028	Element Solutions' $800 million aggregate principal amount of 3.875% senior notes due 2028, denominated in U.S. dollars, issued on August 18, 2020.

Forward-Looking Statements

This Quarterly Report contains forward-looking statements that can be identified by words such as "expect," "anticipate," "project," "will," "should," "believe," "intend," "plan," "assume," "estimate," "predict," "seek," "continue," "outlook," "may," "might," "aim," "can have," "likely," "potential," "target," "hope," "goal," "priority" or "confident" and variations of such words and similar expressions. Many of the forward-looking statements include, but are not limited to, statements, beliefs, projections and expectations regarding the benefits of the Kuprion Acquisition, the MGS Transaction, the EFC Acquisition and the Micromax Acquisition; the tax treatment and tax implications of the MGS Transaction; EFC's earn-out and probability of achievement of the performance targets related to certain EFC performance-based RSUs; deferred payments related to the Kuprion Acquisition; the war in Ukraine, the Iran conflict and other hostilities in the Middle East as well as actions in response thereto and their impact on market conditions and the global economy; increases in tariffs and/or imposition of new tariffs and other changes in trade policy in the U.S. and other countries, and other economic factors that may affect cost structure and demand, including the cost and availability of raw materials and precious metals; capital requirements and need for and availability of financing; the impact of government regulations on our ability to conduct operations; the impact of new accounting standards and accounting changes; potential share repurchases; our dividend policy and dividend declarations; our hedging activities; timing and outcome of environmental and legal matters; tax planning strategies and assessments; the impact of changes to privacy, cybersecurity, environmental, global trade, tax and other governmental regulations; impairments, including those on goodwill and other intangible assets; price volatility and cost environment; inflation and fluctuations in foreign exchange rates; our liquidity, cash flows and capital allocation; funding sources; expected capital expenditures; debt and debt leverage ratio; pension plan contributions; contractual obligations; general views about future operating results; sustainability goals; expected returns to stockholders; risk management programs; future prospects; and other events or developments that we expect or anticipate will occur in the future.

Although we believe these forward-looking statements are based upon reasonable assumptions regarding our business and expectations about future events, financial performance and trends, there can be no assurance that our actual results will not differ materially from any results expressed or implied in these forward-looking statements. Factors that might cause such a difference include, but are not limited to, those discussed in Part I, Item 1A, *Risk Factors,* of our 2025 Annual Report and Part II, Item 1A, *Risk Factors*, of our Form 10-Q for the quarterly period ended June 30, 2026. In addition, as we operate in a very competitive and rapidly changing environment, new risks may emerge from time to time. Any forward-looking statement included in this Quarterly Report is based solely on information currently available and speaks only as of the date on which it is made. We undertake no obligation to update or revise any forward-looking statement, whether as a result of new information, future events or otherwise. Please consult any further disclosures on related subjects in our SEC filings.

Non-GAAP Financial Measures

This Quarterly Report contains non-GAAP financial measures, such as Adjusted EBITDA, Adjusted EBITDA margin and operating results on a constant currency and organic basis. Non-GAAP financial measures should not be considered in isolation from, a substitute for, or superior to, performance measures calculated in accordance with GAAP. For additional information on these non-GAAP financial measures, including definitions, limitations and reconciliations to their most comparable applicable GAAP measures, see "*Non-GAAP Financial Measures*" in Part I, Item 2, *Management's Discussion and Analysis of Financial Condition and Results of Operations*, and Note 13, *Segment Information*, to the unaudited Condensed Consolidated Financial Statements, both included in this Quarterly Report.

PART I. FINANCIAL INFORMATION

Item 1. Condensed Consolidated Financial Statements

ELEMENT SOLUTIONS INC AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(dollars in millions, except per share amounts)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Net sales	$ 995.3	$ 656.1	$ 2,813.2	$ 1,875.0
Cost of sales	652.9	379.1	1,814.1	1,081.1
Gross profit	342.4	277.0	999.1	793.9
Operating expenses:				
Selling, technical, general and administrative	205.6	158.1	597.5	471.2
Research and development	22.9	18.1	62.6	50.2
Total operating expenses	228.5	176.2	660.1	521.4
Operating profit	113.9	100.8	339.0	272.5
Other (expense) income:				
Interest expense, net	(22.8)	(13.3)	(68.3)	(40.5)
Foreign exchange gains (losses)	6.0	(11.0)	11.8	(34.4)
Other (expense) income, net	(3.8)	(14.0)	0.6	(22.6)
(Loss) gain on divestitures	—	(7.0)	—	59.6
Total other expense	(20.6)	(45.3)	(55.9)	(37.9)
Income before income taxes and non-controlling interests	93.3	55.5	283.1	234.6
Income tax expense	(27.6)	(16.2)	(84.1)	(49.8)
Net income	65.7	39.3	199.0	184.8
Net income attributable to non-controlling interests	—	—	(0.1)	(0.1)
Net income attributable to common stockholders	$ 65.7	$ 39.3	$ 198.9	$ 184.7
Earnings per share				
Basic	$ 0.27	$ 0.16	$ 0.82	$ 0.76
Diluted	$ 0.27	$ 0.16	$ 0.82	$ 0.76
Weighted average common shares outstanding				
Basic	243.5	241.6	243.5	242.0
Diluted	243.7	242.0	243.8	242.4

See accompanying notes to the Condensed Consolidated Financial Statements

ELEMENT SOLUTIONS INC AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)
(dollars in millions)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2026	2025	2026	2025
Net income	$ 65.7	$ 39.3	$ 199.0	$ 184.8
Other comprehensive income				
Foreign currency translation:				
Other comprehensive income (loss) before reclassifications, net of tax expense (benefit) of $2.5 and $2.5 for the three months ended September 30, 2026 and 2025 and $8.4 and $(21.7) for the nine months ended September 30, 2026 and 2025, respectively	16.9	(0.7)	25.2	134.1
Reclassifications, net of tax benefit of $0.0 for the three months ended September 30, 2026 and 2025 and $0.0 and $0.8 for the nine months ended September 30, 2026 and 2025, respectively	—	0.1	—	29.9
Total foreign currency translation adjustments	16.9	(0.6)	25.2	164.0
Derivative financial instruments:				
Other comprehensive income (loss) before reclassifications, net of tax expense (benefit) of $5.0 and $0.1 for the three months ended September 30, 2026 and 2025 and $9.5 and $(3.9) for the nine months ended September 30, 2026 and 2025, respectively	16.4	0.4	31.3	(12.6)
Reclassifications, net of tax benefit of $0.0 and $0.3 for the three months ended September 30, 2026 and 2025 and $0.0 and $0.9 for the nine months ended September 30, 2026 and 2025, respectively	—	(1.3)	—	(3.9)
Total unrealized gain (loss) on qualified hedging derivatives	16.4	(0.9)	31.3	(16.5)
Other comprehensive income (loss)	33.3	(1.5)	56.5	147.5
Comprehensive income	99.0	37.8	255.5	332.3
Comprehensive income attributable to non-controlling interests	—	0.1	—	0.1
Comprehensive income attributable to common stockholders	$ 99.0	$ 37.9	$ 255.5	$ 332.4

See accompanying notes to the Condensed Consolidated Financial Statements

ELEMENT SOLUTIONS INC AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)
(dollars in millions)

	September 30, 2026	December 31, 2025
Assets		
Cash and cash equivalents	$ 224.9	$ 626.5
Accounts receivable, net of allowance for doubtful accounts of $9.4 and $9.4 at September 30, 2026 and December 31, 2025, respectively	736.1	517.7
Inventories	409.4	294.7
Prepaid expenses	45.7	28.3
Other current assets	160.4	115.3
Total current assets	1,576.5	1,582.5
Property, plant and equipment, net	425.8	319.6
Goodwill	2,548.7	2,241.9
Intangible assets, net	987.3	657.2
Deferred income tax assets	162.9	175.5
Other assets	160.0	124.7
Total assets	$ 5,861.2	$ 5,101.4
Liabilities and stockholders' equity		
Accounts payable	$ 199.2	$ 165.5
Current installments of long-term debt and revolving credit facilities	27.9	—
Accrued expenses and other current liabilities	339.5	264.4
Total current liabilities	566.6	429.9
Debt	2,054.2	1,625.9
Pension and post-retirement benefits	22.2	22.3
Deferred income tax liabilities	104.5	93.1
Other liabilities	226.6	240.8
Total liabilities	2,974.1	2,412.0
Commitments and contingencies (Note 10)		
Stockholders' equity		
Preferred stock - Series A	—	—
Common stock: 400.0 shares authorized (2026: 270.6 shares issued; 2025: 269.6 shares issued)	2.7	2.7
Additional paid-in capital	4,319.6	4,279.2
Treasury stock (2026: 28.0 shares; 2025: 26.9 shares)	(431.8)	(393.9)
Accumulated deficit	(765.6)	(904.6)
Accumulated other comprehensive loss	(252.3)	(308.9)
Total stockholders' equity	2,872.6	2,674.5
Non-controlling interests	14.5	14.9
Total equity	2,887.1	2,689.4
Total liabilities and stockholders' equity	$ 5,861.2	$ 5,101.4

See accompanying notes to the Condensed Consolidated Financial Statements

ELEMENT SOLUTIONS INC AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(dollars in millions)

	Nine Months Ended September 30,	
	2026	**2025**
Cash flows from operating activities:		
Net income	$ 199.0	$ 184.8
Reconciliations of net income to net cash flows provided by operating activities:		
Depreciation and amortization	132.3	114.0
Deferred income taxes	(1.4)	(16.2)
Foreign exchange (gains) losses	(17.7)	28.6
Incentive stock compensation	38.9	15.8
Gain on divestitures	—	(59.6)
EFC contingent consideration	3.4	—
Other, net	11.8	9.7
Changes in assets and liabilities, net of acquisitions and divestitures:		
Accounts receivable	(137.3)	(49.6)
Inventories	(80.7)	(35.0)
Accounts payable	29.7	15.8
Accrued expenses	49.1	(16.5)
Prepaid expenses and other current assets	(34.6)	(14.4)
Other assets and liabilities	(0.3)	21.3
Net cash flows provided by operating activities	192.2	198.7
Cash flows from investing activities:		
Capital expenditures	(83.4)	(45.2)
Proceeds from disposal of property, plant and equipment	—	0.8
Proceeds from divestitures (net of cash of $2.5 million)	—	323.8
Acquisitions, net of cash acquired	(865.8)	—
Other, net	0.2	25.5
Net cash flows (used in) provided by investing activities	(949.0)	304.9
Cash flows from financing activities:		
Debt proceeds, net of discount	449.4	—
Repayments of borrowings	(6.4)	(202.6)
Changes in lines of credit, net	15.0	—
Repurchases of common stock	(37.7)	(19.4)
Dividends	(59.3)	(58.4)
Payment of financing fees	(6.1)	—
Other, net	0.2	(0.7)
Net cash flows provided by (used in) financing activities	355.1	(281.1)
Effect of exchange rate changes on cash and cash equivalents	0.1	12.4
Net (decrease) increase in cash and cash equivalents	(401.6)	234.9
Cash and cash equivalents at beginning of period	626.5	359.4
Cash and cash equivalents at end of period	$ 224.9	$ 594.3

See accompanying notes to the Condensed Consolidated Financial Statements

ELEMENT SOLUTIONS INC AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(Unaudited)
(dollars in millions, except share amounts)

Three Months Ended September 30, 2026	Common Stock		Additional Paid-in Capital	Treasury Stock		Accumulated Deficit	Accumulated Other Comprehensive (Loss) Income	Total Stockholders' Equity	Non-controlling Interests	Total Equity
	Shares	Amount		Shares	Amount					
Balance at June 30, 2026	270,559,274	$ 2.7	$ 4,300.8	26,873,204	$ (394.0)	$ (811.2)	$ (285.6)	$ 2,812.7	$ 14.6	$ 2,827.3
Net income	—	—	—	—	—	65.7	—	65.7	—	65.7
Other comprehensive income, net of taxes	—	—	—	—	—	—	33.3	33.3	—	33.3
Exercise/ vesting of stock-based compensation	6,303	—	—	—	—	—	—	—	—	—
Issuance of common stock under Employee Stock Purchase Plan	14,294	—	0.4	—	—	—	—	0.4	—	0.4
Repurchases of common stock	—	—	—	1,103,886	(37.8)	—	—	(37.8)	—	(37.8)
Dividends ($0.08 per share)	—	—	—	—	—	(20.1)	—	(20.1)	—	(20.1)
Equity compensation expense	—	—	18.4	—	—	—	—	18.4	—	18.4
Changes in non-controlling interests	—	—	—	—	—	—	—	—	(0.1)	(0.1)
Balance at September 30, 2026	270,579,871	$ 2.7	$ 4,319.6	27,977,090	$ (431.8)	$ (765.6)	$ (252.3)	$ 2,872.6	$ 14.5	$ 2,887.1

Three Months Ended September 30, 2025	Common Stock		Additional Paid-in Capital	Treasury Stock		Accumulated Deficit	Accumulated Other Comprehensive (Loss) Income	Total Stockholders' Equity	Non-controlling Interests	Total Equity
	Shares	Amount		Shares	Amount					
Balance at June 30, 2025	267,722,822	$ 2.7	$ 4,226.3	26,107,722	$ (373.8)	$ (910.9)	$ (318.1)	$ 2,626.2	$ 15.1	$ 2,641.3
Net income	—	—	—	—	—	39.3	—	39.3	—	39.3
Other comprehensive loss, net of taxes	—	—	—	—	—	—	(1.4)	(1.4)	(0.1)	(1.5)
Exercise/ vesting of stock-based compensation	366,627	—	4.2	1,792	(0.1)	—	—	4.1	—	4.1
Issuance of common stock under Employee Stock Purchase Plan	19,979	—	0.4	—	—	—	—	0.4	—	0.4
Dividends ($0.08 per share)	—	—	—	—	—	(19.5)	—	(19.5)	—	(19.5)
Equity compensation expense	—	—	4.6	—	—	—	—	4.6	—	4.6
Balance at September 30, 2025	268,109,428	$ 2.7	$ 4,235.5	26,109,514	$ (373.9)	$ (891.1)	$ (319.5)	$ 2,653.7	$ 15.0	$ 2,668.7

See accompanying notes to the Condensed Consolidated Financial Statements

ELEMENT SOLUTIONS INC AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(Unaudited)
(dollars in millions, except share amounts)

Nine Months Ended September 30, 2026	Common Stock		Additional Paid-in Capital	Treasury Stock		Accumulated Deficit	Accumulated Other Comprehensive (Loss) Income	Total Stockholders' Equity	Non-controlling Interests	Total Equity
	Shares	Amount		Shares	Amount					
Balance at December 31, 2025	269,596,952	$ 2.7	$ 4,279.2	26,867,999	$ (393.9)	$ (904.6)	$ (308.9)	$ 2,674.5	$ 14.9	$ 2,689.4
Net income	—	—	—	—	—	198.9	—	198.9	0.1	199.0
Other comprehensive income (loss), net of taxes	—	—	—	—	—	—	56.6	56.6	(0.1)	56.5
Exercise/ vesting of stock-based compensation	938,713	—	—	2,134	—	—	—	—	—	—
Issuance of common stock under Employee Stock Purchase Plan	44,206	—	1.1	—	—	—	—	1.1	—	1.1
Repurchases of common stock	—	—	—	1,106,957	(37.9)	—	—	(37.9)	—	(37.9)
Dividends ($0.24 per share)	—	—	—	—	—	(59.9)	—	(59.9)	—	(59.9)
Equity compensation expense	—	—	39.3	—	—	—	—	39.3	—	39.3
Changes in non-controlling interests	—	—	—	—	—	—	—	—	(0.4)	(0.4)
Balance at September 30, 2026	270,579,871	$ 2.7	$ 4,319.6	27,977,090	$ (431.8)	$ (765.6)	$ (252.3)	$ 2,872.6	$ 14.5	$ 2,887.1

Nine Months Ended September 30, 2025	Common Stock		Additional Paid-in Capital	Treasury Stock		Accumulated Deficit	Accumulated Other Comprehensive (Loss) Income	Total Stockholders' Equity	Non-controlling Interests	Total Equity
	Shares	Amount		Shares	Amount					
Balance at December 31, 2024	267,154,474	$ 2.7	$ 4,214.1	24,972,401	$ (349.5)	$ (1,017.1)	$ (467.2)	$ 2,383.0	$ 15.4	$ 2,398.4
Net income	—	—	—	—	—	184.7	—	184.7	0.1	184.8
Other comprehensive income (loss), net of taxes	—	—	—	—	—	—	147.7	147.7	(0.2)	147.5
Exercise/ vesting of stock-based compensation	899,418	—	4.2	187,315	(4.9)	—	—	(0.7)	—	(0.7)
Issuance of common stock under Employee Stock Purchase Plan	55,536	—	1.1	—	—	—	—	1.1	—	1.1
Repurchases of common stock	—	—	—	949,798	(19.5)	—	—	(19.5)	—	(19.5)
Dividends ($0.24 per share)	—	—	—	—	—	(58.7)	—	(58.7)	—	(58.7)
Equity compensation expense	—	—	16.1	—	—	—	—	16.1	—	16.1
Changes in non-controlling interests	—	—	—	—	—	—	—	—	(0.3)	(0.3)
Balance at September 30, 2025	268,109,428	$ 2.7	$ 4,235.5	26,109,514	$ (373.9)	$ (891.1)	$ (319.5)	$ 2,653.7	$ 15.0	$ 2,668.7

See accompanying notes to the Condensed Consolidated Financial Statements

1. BACKGROUND AND BASIS OF PRESENTATION

Background

Element Solutions was incorporated in Delaware in January 2014 and its shares of common stock, par value $0.01 per share, trade on the New York Stock Exchange under the ticker symbol “ESI.”

Element Solutions is a leading global specialty chemicals technology company whose businesses supply a broad range of solutions that enhance the performance of products people use every day. Developed in multi-step technological processes, these innovative solutions enable customers' manufacturing processes in multiple high-value industries, including semiconductor fabrication, high-performance computing, automotive systems, consumer electronics, power electronics, communications and data storage infrastructure, aerospace and defense, industrial surface finishing and offshore energy. Element Solutions businesses provide products that, in substantially all cases, are consumed by customers as part of their production process, providing the Company with reliable and recurring revenue streams as the products are replenished in order to continue production. Element Solutions delivers its products to customers through its sales and service workforce, regional distributors and manufacturing representatives.

The Company's operations are organized in two reportable segments: Electronics (MacDermid Alpha Electronics Solutions) and Specialties (Element Specialties). The reportable segments represent businesses for which separate financial information is utilized by the chief operating decision maker for the purpose of allocating resources and evaluating performance.

Electronics – The Electronics segment researches, formulates and sells specialty chemicals and material process technologies for all types of electronics hardware, from complex printed circuit board designs to advanced semiconductor packaging. In high-performance datacenters, mobile communications, computers, automobiles and aerospace equipment, its products are an integral part of the electronics manufacturing process and the functionality of end-products. The segment's "wet chemistries" for metallization, surface treatments and solderable finishes form the physical circuitry pathways, and its "assembly materials," such as surface mount technologies ("SMT"), pastes, fluxes and adhesives, join those pathways together. The segment provides specialty chemicals solutions through the following businesses: Assembly Solutions, Circuitry Solutions, Micromax and Semiconductor Solutions.

Specialties – The Specialties segment researches, formulates and sells specialty chemicals and material process technologies that enable or enhance the performance of high value products across diverse sectors from automotive to energy infrastructure to semiconductors and satellites. Its products include chemical systems that protect and decorate metal and plastic surfaces, chemistries used in water-based hydraulic control fluids for offshore energy production and rare or high-purity gases and advanced materials used in semiconductor fabrication, satellite systems, electrical transmission infrastructure and other end-markets. The segment provides specialty chemicals solutions through the following businesses: Industrial Solutions, EFC and Energy Solutions. On February 28, 2025, the Company completed the sale of its flexographic printing plate business, MacDermid Graphics Solutions.

Basis of Presentation

The accompanying unaudited Condensed Consolidated Financial Statements have been prepared in accordance with GAAP and include the accounts of Element Solutions and all of its controlled subsidiaries. The Company consolidates the income, expenses, assets, liabilities and cash flows of its subsidiaries from the date it acquires control or becomes the primary beneficiary. All intercompany accounts and transactions have been eliminated upon consolidation.

In preparing the unaudited Condensed Consolidated Financial Statements in conformity with GAAP, management uses estimates and assumptions that may affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of net sales and expenses during the reporting period. Management applies judgment based on its understanding and analysis of the relevant circumstances, including historical experience and future expectations. These judgments, by their nature, are subject to an inherent degree of uncertainty and, accordingly, actual results could differ significantly from these estimates and assumptions.

These unaudited Condensed Consolidated Financial Statements reflect all adjustments that are normal, recurring and necessary for a fair statement of the Company's financial position, results of operations and cash flows for the interim periods presented, but are not necessarily indicative of the results of operations that may be expected for the year ending December 31, 2026. These unaudited Condensed Consolidated Financial Statements should be read in conjunction with the Company's Consolidated Financial Statements and related notes included in its 2025 Annual Report.

Certain prior year amounts have been reclassified to conform to the current year’s presentation.

Solstice Transaction

On July 6, 2026, the Company entered into an Agreement and Plan of Merger (the “Merger Agreement”) with Solstice. On August 27, 2026, the Company and Solstice entered into a Termination Agreement pursuant to which the parties mutually agreed to terminate the Merger Agreement which, subject to customary exceptions, mutually released the parties from any claims of liability to one another relating to the contemplated merger transaction.

2. ACQUISITIONS

Micromax Acquisition

On February 2, 2026, the Company completed the Micromax Acquisition for a purchase price of approximately $494 million, net of cash and subject to adjustments. Micromax is a global supplier of advanced electronics inks and pastes and was acquired to complement the Company's electronics portfolio. This acquisition was funded with the proceeds from the Add-on Term Loans of $450 million, which closed simultaneously with the Micromax Acquisition, and borrowings under the Company's revolving credit facility. Micromax is reported in the Company’s Electronics segment.

EFC Acquisition

On January 2, 2026, the Company completed the EFC Acquisition for a purchase price of approximately $367 million, net of cash and subject to adjustments, with an additional $16.1 million estimated fair value associated with a potential earn-out based on EFC's 2026 performance of up to $30.0 million cash or 1.16 million shares of the Company's common stock. EFC is a provider of high-purity specialty gases and other advanced materials and was acquired to complement the Company's industrial portfolio. This acquisition was funded with cash on hand. EFC is reported in the Company’s Specialties segment.

In connection with the EFC Acquisition, certain EFC executives were granted approximately 1.45 million performance-based RSUs with an aggregate grant date fair value of $37.5 million. These RSUs were granted in two tranches with vesting subject to the achievement of EFC's Adjusted EBITDA performance targets for 2028 and 2030. The actual number of shares of the Company's common stock to be issued under these grants will range between 0% and 150% depending on the applicable Adjusted EBITDA performance level achieved in 2028 or 2030. If EFC's Adjusted EBITDA target level for any tranche is not achieved in the relevant year, the vesting of that tranche will be delayed by one year and EFC's Adjusted EBITDA generated that following year will be used to assess performance capped at 100%. As of September 30, 2026, the Company believes the achievement of these targets is probable and recognized $1.9 million and $5.6 million of compensation expense for these awards in "Selling, technical, general and administrative" in the Condensed Consolidated Statements of Operations for the three and nine months ended September 30, 2026, respectively.

The following table summarizes the allocation of the purchase price of the Micromax and EFC Acquisitions (together, the "Acquisitions") to the identified assets acquired and liabilities assumed at the respective acquisition dates:

(dollars in millions)	Micromax	EFC
Consideration		
Cash, net	$ 494.3	$ 366.6
Contingent consideration (See Note 7, *Financial Instruments)*	—	16.1
Total consideration	$ 494.3	$ 382.7
Identifiable assets acquired and liabilities assumed		
Accounts receivable	$ 72.3	$ 10.3
Inventories	29.1	13.8
Other current assets	7.0	1.2
Property, plant and equipment	48.1	31.2
Identifiable intangible assets	235.0	172.0
Other assets	19.6	3.2
Current liabilities	(23.5)	(10.6)
Deferred income taxes	(4.7)	—
Other long-term liabilities	(17.5)	(2.2)
Total identifiable net assets	365.4	218.9
Goodwill	128.9	163.8
Total purchase price	$ 494.3	$ 382.7

The excess of the cost of the Acquisitions over the net amounts assigned to the fair value of the assets acquired and the liabilities assumed was recorded as goodwill and represents the future economic benefit arising from other assets acquired that could not be individually identified and separately recognized. Substantially all of the goodwill for EFC and approximately $70.0 million for Micromax is expected to be deductible for tax purposes.

The fair value of the identifiable intangible assets recorded in conjunction with the Acquisitions was as follows:

	Micromax		EFC	
(dollars in millions)	Fair Value	Weighted Average Useful Life *(years)*	Fair Value	Weighted Average Useful Life *(years)*
Customer relationships	$ 170.0	12	$ 120.0	10
Trade name	20.0	8	10.0	10
Developed technology	45.0	8	42.0	10
Total	$ 235.0	11	$ 172.0	10

The fair value of the identifiable intangible assets was determined primarily using the “income approach,” which requires a forecast of all of the expected future cash flows, either through the use of the multi-period excess earnings method or the relief-from-royalty method. Some of the more significant assumptions inherent in the development of intangible asset values include the amount and timing of projected future cash flows, the attrition rate and the discount rate selected to measure the risks inherent in the future cash flows.

The deferred income taxes reflect the tax effect of the differences between the carry-over tax basis and the fair value recorded in purchase accounting that are primarily associated with the recognition of identifiable intangible assets.

As of September 30, 2026, the purchase price allocation for each of the Acquisitions is preliminary. We expect to complete the purchase price allocation within the applicable one year measurement period.

The Acquisitions were not significant to our Condensed Consolidated Financial Statements; therefore, pro forma and post acquisition results of operations have not been presented.

3. INVENTORIES

The major components of inventory, on a net basis, were as follows:

(dollars in millions)	September 30, 2026	December 31, 2025
Finished goods	$ 216.9	$ 152.7
Work in process	85.4	57.9
Raw materials and supplies	107.1	84.1
Total inventories	$ 409.4	$ 294.7

4. PROPERTY, PLANT AND EQUIPMENT, NET

The major components of property, plant and equipment, net were as follows:

(dollars in millions)	September 30, 2026	December 31, 2025
Land and leasehold improvements	$ 62.6	$ 48.9
Buildings and improvements	229.2	214.8
Machinery, equipment, fixtures and software	459.9	391.2
Construction in process	98.5	49.6
Total property, plant and equipment	850.2	704.5
Accumulated depreciation	(424.4)	(384.9)
Property, plant and equipment, net	$ 425.8	$ 319.6

For the three months ended September 30, 2026 and 2025, the Company recorded depreciation expense of $14.8 million and $10.0 million, respectively. For the nine months ended September 30, 2026 and 2025, the Company recorded depreciation expense of $44.5 million and $29.7 million, respectively.

5. GOODWILL AND INTANGIBLE ASSETS, NET

Goodwill

The changes in the carrying amount of goodwill by segment were as follows:

(dollars in millions)	Electronics	Specialties	Total
Balance at December 31, 2025	$ 1,315.5	$ 926.4 [1]	$ 2,241.9
Acquisitions [2]	128.9	163.8	292.7
Foreign currency translation and other	16.3	(2.2)	14.1
Balance at September 30, 2026	$ 1,460.7	$ 1,088.0	$ 2,548.7

(1) Includes accumulated impairment losses of $46.6 million.

(2) The Company completed the Micromax Acquisition and the EFC Acquisition on February 2, 2026 and January 2, 2026, respectively. See Note 2, Acquisitions, to the unaudited Condensed Consolidated Financial Statements for further information.

Intangible Assets, Net

The major components of intangible assets, net were as follows:

(dollars in millions)	September 30, 2026			December 31, 2025		
	Gross Carrying Amount	Accumulated Amortization	Net Book Value	Gross Carrying Amount	Accumulated Amortization	Net Book Value
Customer relationships	$ 1,092.5	$ (514.0)	$ 578.5	$ 876.8	$ (532.9)	$ 343.9
Developed technology	290.5	(164.7)	125.8	313.3	(272.2)	41.1
Trade names	194.2	(56.6)	137.6	163.8	(46.4)	117.4
Reacquired distribution rights	187.0	(41.6)	145.4	187.0	(32.2)	154.8
Total	$ 1,764.2	$ (776.9)	$ 987.3	$ 1,540.9	$ (883.7)	$ 657.2

For the three months ended September 30, 2026 and 2025, the Company recorded amortization expense on intangible assets of $30.3 million and $28.6 million, respectively. For the nine months ended September 30, 2026 and 2025, the Company recorded amortization expense on intangible assets of $87.8 million and $84.3 million, respectively.

In the third quarter of 2026, two additional milestones were achieved related to the Kuprion Acquisition. The Company capitalized a $12.7 million developed technology intangible asset (comprised of $9.7 million for the milestone payments plus a gross up of the intangible asset for deferred taxes of $3.0 million) as an adjustment to the cost basis of the asset. As a result, amortization was recognized from the date on which the developed technology met the accounting definition of an asset, which occurred in the fourth quarter of 2025, and is being amortized over 10 years. While the milestone was achieved in the third quarter of 2026, the associated payment was made in the fourth quarter of 2026 and $9.7 million will be included in "Acquisitions, net of cash acquired" as a cash outflow from investing activities in the Condensed Consolidated Statements of Cash Flows.

In the fourth quarter of 2025, a milestone agreed to as part of the Kuprion Acquisition was achieved. As the technology developed met the accounting definition of an asset, the Company capitalized a $6.3 million developed technology intangible asset (comprised of $4.9 million for the milestone payment plus a gross up of the intangible asset for deferred taxes of $1.4 million), which is being amortized over 10 years. While the milestone was achieved in the fourth quarter of 2025, the associated payment was made in the first quarter of 2026 and $4.9 million is included in "Acquisitions, net of cash acquired" as a cash outflow from investing activities in the Condensed Consolidated Statements of Cash Flows.

6. DEBT

The Company's debt obligations consisted of the following:

(dollars in millions)	Maturity Date	Interest Rate	September 30, 2026	December 31, 2025
Term Loans [1]	2030	SOFR plus 1.75%	$ 1,270.2	$ 830.3
Senior Notes - $800 million [2]	2028	3.875%	796.9	795.6
Borrowings under the Revolving Credit Facility	2031	SOFR plus 1.50%	15.0	—
Total debt			2,082.1	1,625.9
Less: current installments of long-term debt and revolving credit facilities			27.9	—
Total long-term debt			$ 2,054.2	$ 1,625.9

[1] Term loans, net of unamortized discounts and debt issuance costs of $9.5 million and $5.9 million at September 30, 2026 and December 31, 2025, respectively. The effective interest rate was 4.4% and 4.5% at September 30, 2026 and December 31, 2025, respectively, including the effects of interest rate swaps and net investment hedges. See Note 7, Financial Instruments, to the unaudited Condensed Consolidated Financial Statements for further information regarding the Company's interest rate swaps and net investment hedges.

[2] Senior notes, net of unamortized debt issuance costs of $3.1 million and $4.4 million at September 30, 2026 and December 31, 2025, respectively. The effective interest rate was 4.1% at both September 30, 2026 and December 31, 2025.

Credit Agreement

The Company is a party to the Credit Agreement which, at September 30, 2026, provided for senior secured credit facilities consisting of a tranche of term loans B-3 of $1.28 billion maturing in 2030, and a revolving credit facility of $500 million, maturing in 2031. The Company's outstanding term loans bear interest at a per annum rate based on an adjusted one-month SOFR (as described in the Credit Agreement) plus a spread of 1.75%.

On February 2, 2026, the Company completed the syndication of $450 million of Add-on Term Loans and a 5-year $500 million senior secured revolving credit facility, which replaced its then existing $375 million revolving credit facility, upsizing the facility by $125 million and extending its maturity to 2031. The Add-on Term Loans have identical terms as the then existing term loans B-3, including a maturity date of December 18, 2030. The proceeds of the Add-on Term Loans were used to finance a portion of the purchase price of the Micromax Acquisition. Borrowings under the new revolving credit facility bear interest at Term SOFR (as defined in the Credit Agreement), subject to a rate floor of 0%, plus an applicable margin of 1.50% per annum.

Guarantees, Covenants and Events of Default

The obligations of the borrowers (the Company and its subsidiary, MacDermid, Incorporated) under the Credit Agreement are guaranteed, jointly and severally, by certain of their domestic subsidiaries and secured by a first-priority security interest in substantially all of their assets and the assets of the guarantors, including mortgages on material real property, subject to certain exceptions.

The Credit Agreement contains customary representations and warranties and affirmative and negative covenants, including limitations on additional indebtedness, dividends, and other distributions, entry into new lines of business, use of loan proceeds, capital expenditures, restricted payments, restrictions on liens on the assets of the borrowers or any guarantor, transactions with affiliates, amendments to organizational documents, accounting changes, sale and leaseback transactions and dispositions. Subject to certain exceptions, to the extent the borrowers have total outstanding borrowings under the revolving credit facility greater than 30% of the commitment amount under the revolving credit facility, the Company's first lien net leverage ratio should not exceed 5.0 to 1.0, subject to a right to cure.

The borrowers are required to make mandatory prepayments of borrowings, subject to certain exceptions, as described in the Credit Agreement. In addition, the Credit Agreement contains customary events of default that include, among others, non-payment of principal, interest or fees, violation of covenants, inaccuracy of representations and warranties, failure to make payment on, or defaults with respect to, certain other material indebtedness, bankruptcy and insolvency events, material judgments and change of control provisions. Upon the occurrence of an event of default, and after the expiration of any applicable grace period, payment of any outstanding loans under the Credit Agreement may be accelerated and the lenders could foreclose on their security interests in the assets of the borrowers and the guarantors.

At September 30, 2026, the Company was in compliance with the debt covenants contained in the Credit Agreement and had full availability of its unused borrowing capacity of $478 million, net of letters of credit, under the revolving credit facility. The Company is required to pay a commitment fee on any undrawn portion of the revolving credit facility which is not material.

Senior Notes

3.875% USD Notes due 2028

The indenture governing the 3.875% USD Notes due 2028 provides for, among other things, customary affirmative and negative covenants, events of default and other customary provisions. The notes accrue interest at a rate of 3.875% per annum, payable semi-annually in arrears, on March 1 and September 1 of each year, and will mature on September 1, 2028, unless earlier repurchased or redeemed. Pursuant to the indenture, the Company has the option to redeem the 3.875% USD Notes due 2028 prior to their maturity, subject to, in certain cases, the payment of an applicable make-whole premium, or to repurchase them by any means other than a redemption, including by tender offer, open market purchases or negotiated transactions. The 3.875% USD Notes due 2028 are fully and unconditionally guaranteed on a senior unsecured basis by generally all of the Company’s domestic subsidiaries that guarantee the obligations of the borrowers under the Credit Agreement.

Lines of Credit and Other Debt Facilities

The Company has access to various revolving lines of credit, short-term debt facilities and overdraft facilities worldwide which are used to fund short-term cash needs. At September 30, 2026, the aggregate principal amount outstanding under such facilities totaled $15.0 million and there were no material amounts outstanding under such facilities at December 31, 2025. The Company had letters of credit outstanding of $7.0 million at September 30, 2026 and December 31, 2025, respectively, which reduced the borrowings available under the various facilities. At September 30, 2026 and December 31, 2025, the availability under these facilities, including the revolving credit facility under the Credit Agreement, totaled approximately $506 million and $390 million, respectively, net of outstanding letters of credit.

7. FINANCIAL INSTRUMENTS

Derivatives and Hedging

In the normal course of business, the Company is exposed to risks relating to changes in interest rates, foreign currency exchange rates and commodity prices. Derivative financial instruments, such as interest rate swaps, net investment hedges, foreign currency exchange forward contracts and commodities derivative contracts are used to manage the risks associated with changes in the conditions of those markets. The counterparties to the Company’s derivative agreements are primarily major international financial institutions. The Company regularly monitors its derivative positions and the credit ratings of its counterparties and does not anticipate nonperformance on their part.

All derivatives are recognized in the Consolidated Balance Sheets at fair value. Realized gains and losses on foreign currency forward contracts, commodity derivative contracts and the net periodic payments from interest rate swaps and cross-currency swaps are reflected as "Cash flows from operating activities" in the Condensed Consolidated Statements of Cash Flows.

Interest Rate and Cross-Currency Swaps

The Company uses interest rate swaps and cross-currency swaps to reduce its exposure to interest rate risk and foreign currency risk. The Company has designated its interest rate swaps as cash flow hedges and its cross-currency swaps as net investment

hedges of the foreign currency exposure of a portion of its net investment in euro functional subsidiaries. These swaps effectively convert the Company's outstanding term loans, which are U.S. dollar denominated debt obligations, into fixed-rate euro-denominated debt through their respective expiration dates.

In February 2026, the Company entered into new interest rate swaps and cross-currency swaps to effectively convert $350 million of the Add-on Term Loans, a U.S. dollar denominated debt obligation, into fixed-rate euro-denominated debt through December 2029.

The total notional value of the interest rate swaps and cross-currency swaps was $1.17 billion and $831 million at September 30, 2026 and December 31, 2025, respectively. As of September 30, 2026, approximately $690 million in notional value matures in December 2028 and approximately $483 million matures in December 2029. The remaining term loan notional value of approximately $107 million is not hedged. The net result of these hedges is an effective interest rate of approximately 4.4% at September 30, 2026 on the term loans B-3, which could vary in the future due to changes in the euro and the U.S. dollar exchange rate and, to a lesser extent, fluctuations in SOFR.

Changes in the estimated fair value of interest rate swaps are recorded in "Accumulated other comprehensive loss" and reclassified to "Interest expense, net" in the Condensed Consolidated Statements of Operations as the underlying hedged item affects earnings. The fair value of the interest rate swaps was a net asset of $29.9 million and a net liability of $11.0 million at September 30, 2026 and December 31, 2025, respectively.

Changes in the estimated fair value of cross-currency swaps are recorded in "Foreign currency translation" in "Accumulated other comprehensive loss." The fair value of the cross-currency swaps was a net liability of $28.2 million and $64.7 million at September 30, 2026 and December 31, 2025, respectively.

For the three and nine months ended September 30, 2026, these interest rate swaps and cross-currency swaps were deemed highly effective. The Company expects to reclassify a benefit of $9.0 million from "Accumulated other comprehensive loss" to "Interest expense, net" in the Condensed Consolidated Statements of Operations within the next twelve months.

Foreign Currency

The Company conducts a significant portion of its business in currencies other than the U.S. dollar and certain subsidiaries conduct business in currencies other than their functional currency, which is typically their local currency. As a result, the Company’s operating results are impacted by foreign currency exchange rate volatility.

At September 30, 2026, the Company held foreign currency forward contracts to purchase and sell various currencies to mitigate foreign currency exposure primarily with the U.S. dollar, euro and British pound. The Company has not designated any foreign currency exchange forward contracts as eligible for hedge accounting and, as a result, changes in the fair value of foreign currency forward contracts are recorded in the Condensed Consolidated Statements of Operations as "Other (expense) income, net." The total notional value of foreign currency exchange forward contracts held at September 30, 2026 and December 31, 2025 was approximately $188 million and $133 million, respectively, with settlement dates generally within one year. The fair value of the foreign currency forward contracts was a net current liability of $0.6 million and $0.9 million at September 30, 2026 and December 31, 2025, respectively.

Commodities

The Company enters into commodity derivative contracts for the purpose of mitigating its exposure to fluctuations in prices of certain metals used in the production of its finished goods. The Company held derivative contracts to purchase and sell various metals, primarily silver and tin, for a notional amount of $114 million and $91.4 million at September 30, 2026 and December 31, 2025, respectively. The fair value of the metals derivative contracts was a net current asset of $4.5 million and a net current liability of $13.5 million at September 30, 2026 and December 31, 2025, respectively. Substantially all contracts outstanding at September 30, 2026 have delivery dates within one year. The Company has not designated these derivatives as hedging instruments and, accordingly, records changes in their fair values in the Condensed Consolidated Statements of Operations as "Other (expense) income, net."

Fair Value Measurements

The following table presents the Company’s financial assets and liabilities measured at fair value on a recurring basis:

(dollars in millions)	Balance sheet location	Classification	September 30, 2026	December 31, 2025
Asset Category				
Foreign exchange contracts	Other current assets	Level 2	$ 0.1	$ 0.1
Metals contracts	Other current assets	Level 2	5.2	1.0
Interest rate swaps	Other current assets	Level 2	9.0	—
Cross-currency swaps	Other current assets	Level 2	14.3	8.0
Interest rate swaps	Other assets	Level 2	20.9	—
Cross-currency swaps	Other assets	Level 2	5.9	—
Total			$ 55.4	$ 9.1
Liability Category				
Foreign exchange contracts	Accrued expenses and other current liabilities	Level 2	$ 0.7	$ 1.0
Metals contracts	Accrued expenses and other current liabilities	Level 2	0.7	14.5
Interest rate swaps	Accrued expenses and other current liabilities	Level 2	—	2.9
Contingent consideration	Accrued expenses and other current liabilities	Level 3	19.5	—
Interest rate swaps	Other liabilities	Level 2	—	8.1
Cross-currency swaps	Other liabilities	Level 2	48.4	72.7
Total			$ 69.3	$ 99.2

The fair values of Level 2 derivative assets and liabilities are determined using pricing models based upon observable market inputs, such as market spot and futures prices on over-the-counter derivative instruments, market interest rates and consideration of counterparty credit risk.

The fair value of Level 3 contingent consideration represents a potential liability of up to $30.0 million cash or 1.16 million shares of the Company's common stock tied to EFC's expected achievement of Adjusted EBITDA performance metrics for fiscal year 2026. The fair value of the contingent consideration was derived using a Monte Carlo simulation model and the key assumptions included EFC's forecasted Adjusted EBITDA, expected volatility of the Company's stock price and the Company's stock price on the valuation date. For the three and nine months ended September 30, 2026, the fair value of the contingent consideration decreased by $5.9 million and increased by $3.4 million, respectively, which is recorded in "Selling, technical, general and administrative" in the Condensed Consolidated Statements of Operations. The change in fair value was primarily driven by changes in the Company's stock price.

There were no significant transfers of financial instruments between the fair value hierarchy levels for the three and nine months ended September 30, 2026.

The carrying value and estimated fair value of the Company’s long-term debt totaled $2.07 billion and $2.05 billion at September 30, 2026, respectively. At December 31, 2025, the carrying value and estimated fair value both totaled $1.63 billion. The carrying values noted above include unamortized discounts and debt issuance costs. The estimated fair value of long-term debt is measured using quoted market prices for similar instruments at the reporting date multiplied by the gross carrying amount of the related debt, which excludes unamortized discounts and debt issuance costs. Such instruments are valued using Level 2 inputs.

8. STOCKHOLDERS' EQUITY

Repurchases of Common Stock

As part of its stock repurchase program, the Company repurchased approximately 1.1 million shares of its common stock for $37.9 million, inclusive of broker fees and excise tax, during the nine months ended September 30, 2026. The repurchases were funded from cash on hand and allocated to treasury shares. The remaining authorization under the Company's stock repurchase program was approximately $518 million at September 30, 2026.

9. EARNINGS PER SHARE

A computation of weighted average shares of the Company's common stock outstanding and earnings per share for the three and nine months ended September 30, 2026 and 2025 is as follows:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(dollars in millions, except per share amounts)	**2026**	**2025**	**2026**	**2025**
Net income	$ 65.7	$ 39.3	$ 199.0	$ 184.8
Net income attributable to non-controlling interests	—	—	(0.1)	(0.1)
Net income attributable to common stockholders	$ 65.7	$ 39.3	$ 198.9	$ 184.7
Basic weighted average common shares outstanding	243.5	241.6	243.5	242.0
Denominator adjustments for diluted EPS:				
Number of stock options and RSUs	0.2	0.4	0.3	0.4
Denominator adjustments for diluted EPS	0.2	0.4	0.3	0.4
Diluted weighted average common shares outstanding	243.7	242.0	243.8	242.4
Earnings per share attributable to common stockholders:				
Basic	$ 0.27	$ 0.16	$ 0.82	$ 0.76
Diluted	$ 0.27	$ 0.16	$ 0.82	$ 0.76

For the three and nine months ended September 30, 2026 and 2025, the following securities were not included in the computation of diluted shares outstanding because either the effect would be anti-dilutive or the applicable performance targets were not yet met:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(shares in millions)	**2026**	**2025**	**2026**	**2025**
Shares issuable for EFC contingent consideration	1.2	—	1.2	—
Shares issuable upon vesting of RSUs and exercise of stock options	2.9	3.7	2.9	4.0
Total	4.1	3.7	4.1	4.0

10. CONTINGENCIES, ENVIRONMENTAL AND LEGAL MATTERS

Environmental Matters

The Company is involved in various claims relating to environmental matters at current and former plants and waste management sites. At certain of these sites, the Company engages or participates in remedial and other environmental compliance activities. At other sites, the Company has been named as a potential responsible party pursuant to the federal Superfund Act and/or state Superfund laws comparable to the federal law for site remediation. After analyzing each individual site, considering the number of parties involved, the level of its potential liability or contribution relating to the other parties, the nature and magnitude of the hazardous waste involved, the method and extent of remediation, the potential insurance coverage,

the estimated legal and consulting expense with respect to each site and the time period over which any costs would likely be incurred, the Company estimates the clean-up costs and related claims for each site. The estimates are based in part on discussions with other potential responsible parties, governmental agencies and engineering firms.

The Company accrues for environmental matters when it is probable that a liability has been incurred and the amount of the liability can be reasonably estimated based on current laws and existing technologies. The accruals are adjusted periodically as assessment and remediation efforts progress or as additional technical or legal information becomes available. The Company's environmental liabilities, which are included in the Condensed Consolidated Balance Sheets as "Accrued expenses and other current liabilities" and "Other liabilities," totaled $13.4 million and $9.6 million at September 30, 2026 and December 31, 2025, respectively, primarily driven by environmental remediation, clean-up costs and monitoring of sites that were either closed or disposed of in prior years. While uncertainty exists with respect to the amount and timing of its ultimate environmental liabilities, the Company does not currently anticipate any material losses in excess of the amount recorded. However, new information about the sites, such as results of investigations, could make it necessary for the Company to reassess its potential exposure related to these environmental matters.

As of the date hereof, the Company believes it is not practicable to provide an estimated range of reasonably possible environmental losses in excess of its recorded liabilities. As a result, the Company is unable to ascertain the ultimate aggregate amount of monetary liability or financial impact that may be associated with these matters.

Legal Matters

From time to time, the Company is involved in various legal proceedings, investigations and/or claims in the normal course of its business. Although it cannot predict with certainty the ultimate resolution of these matters, which involve judgments that are inherently subjective, the Company believes that their resolutions, to the extent not covered by insurance, will not, individually or in the aggregate, have a material adverse effect on its consolidated financial position, results of operations or cash flows.

11. INCOME TAXES

The Company's quarterly income tax provision is measured using an estimate of its consolidated annual effective tax rate, which includes the impact of foreign withholding tax accruals and uncertain tax positions, adjusted for discrete items, within the periods presented. The comparison of the Company's income tax provision between periods can be significantly impacted by the level and mix of earnings, losses by tax jurisdiction and discrete items.

For the three months ended September 30, 2026, the Company recognized income tax expense of $27.6 million as compared to $16.2 million in the same period for 2025. Income tax expense for the three months ended September 30, 2026, includes a U.S. benefit related to claiming foreign tax credits, a recurring benefit from a U.S. tax deduction related to foreign-derived deduction eligible income (commonly referred to as FDDEI), an expense related to net Controlled Foreign Corporation tested income (commonly referred to as NCTI), and the impact of changes to the level and mix of earnings.

For the nine months ended September 30, 2026, the Company recognized income tax expense of $84.1 million as compared to $49.8 million in the same period for 2025. Income tax expense for the nine months ended September 30, 2026, includes a U.S. benefit related to claiming foreign tax credits, a recurring benefit from a U.S. tax deduction related to FDDEI partially offset with foreign tax credit valuation allowances of $6.4 million, NCTI, and the impact of changes to the level and mix of earnings. The foreign tax credit valuation allowance was required after taking into account the impacts on projected future taxable income from the EFC and Micromax Acquisitions, including significant tax-basis amortization of acquired intangible property and increased interest expense from the Add-on Term Loans.

Income tax expense for the three and nine months ended September 30, 2025, included a continued U.S. benefit related to claiming foreign tax credits and a benefit from a U.S. tax deduction related to foreign-derived intangible income (commonly referred to as FDII), partially offset by a $7.7 million multi-year tax settlement and the impact of changes to the level and mix of earnings.

On February 28, 2025, the Company completed the MGS Transaction and realized a gain. This transaction resulted in a nominal tax impact which reduced the effective tax rate primarily due to the realization of a deferred tax asset and an offsetting release of a valuation allowance.

12. RELATED PARTY TRANSACTIONS

The Company is party to an Advisory Services Agreement with Mariposa Capital, LLC, an affiliate of one of its founder directors, whereby Mariposa Capital, LLC is entitled to receive an annual fee of $2.0 million and reimbursement for expenses, which are recorded in the Condensed Consolidated Statements of Operations as "Selling, technical, general and administrative" expense.

On May 5, 2026, the Company and Mariposa Capital, LLC entered into an amendment to the existing Advisory Services Agreement. Pursuant to the Amendment, Mariposa Capital, LLC will continue to provide advisory services to the Company relating to corporate development, mergers and acquisitions, investor relations, strategic planning, capital expenditure allocation and strategic treasury matters for a fixed term of 3 years (terminating on May 5, 2029) followed by automatic renewals for successive one-year terms unless either party provides written notice of non-renewal at least 90 days prior to the expiration of the applicable term.

13. SEGMENT INFORMATION

The Company's operations are organized into two reportable segments: Electronics and Specialties. These segments represent businesses for which separate financial information is utilized by the chief operating decision maker (CODM) for purposes of allocating resources and evaluating performance. The Company's CODM is the Chief Executive Officer.

The CODM utilizes net sales and Adjusted EBITDA to allocate resources predominantly in the annual budget and forecasting process. The CODM evaluates the performance of the operating segments by considering budget to actual variances when making decisions about allocating capital and personnel to the segments and determining the compensation of certain employees. Adjusted EBITDA for each segment is defined as EBITDA, as further adjusted for additional items included in earnings which the Company believes are not representative or indicative of each of its segments' ongoing business or are considered to be associated with the Company's capital structure. Adjusted EBITDA for each segment also includes an allocation of corporate costs, such as compensation expense and professional fees.

Disaggregated Net Sales

The following table summarizes disaggregated external net sales by product category:

(dollars in millions)	Three Months Ended September 30, 2026	Three Months Ended September 30, 2025	Nine Months Ended September 30, 2026	Nine Months Ended September 30, 2025
Net sales:				
Electronics				
Assembly Solutions	$ 368.6	$ 237.8	$ 1,063.1	$ 652.9
Circuitry Solutions	162.2	137.8	461.9	388.8
Micromax	137.8	—	331.2	—
Semiconductor Solutions	111.0	89.6	323.9	257.2
Total Electronics	779.6	465.2	2,180.1	1,298.9
Specialties				
Industrial Solutions	169.8	165.4	507.5	486.1
EFC	23.4	—	58.1	—
Graphics Solutions	—	—	—	24.2
Energy Solutions	22.5	25.5	67.5	65.8
Total Specialties	215.7	190.9	633.1	576.1
Total net sales	$ 995.3	$ 656.1	$ 2,813.2	$ 1,875.0

Results of Operations

The following table reconciles "Net income" to Adjusted EBITDA:

(dollars in millions)	Three Months Ended September 30, 2026	Three Months Ended September 30, 2025	Nine Months Ended September 30, 2026	Nine Months Ended September 30, 2025
Net income	$ 65.7	$ 39.3	$ 199.0	$ 184.8
Add (subtract):				
Income tax expense	27.6	16.2	84.1	49.8
Interest expense, net	22.8	13.3	68.3	40.5
Depreciation expense	14.8	10.0	44.5	29.7
Amortization expense	30.3	28.6	87.8	84.3
EBITDA	161.2	107.4	483.7	389.1
Adjustments to reconcile to Adjusted EBITDA:				
Inventory step-up	0.4	—	5.8	—
Restructuring expense	3.3	1.5	7.4	4.7
Acquisition, integration and transaction expenses	21.9	11.0	52.6	22.6
Foreign exchange (gains) losses on intercompany loans	(6.1)	11.6	(13.1)	28.2
Loss (gain) on divestitures	—	7.0	—	(59.6)
Unrealized losses (gains) on metals derivative contracts	11.8	6.4	(17.9)	13.3
Debt financing costs	—	—	—	1.8
Change in fair value of EFC contingent consideration	(5.9)	—	3.4	—
Other, net	4.4	2.0	14.9	11.2
Adjusted EBITDA	$ 191.0	$ 146.9	$ 536.8	$ 411.3

The following tables summarize financial information regarding each reportable segment's results of operations. As noted above, Adjusted EBITDA for each segment excludes certain items that may not be indicative of the Company's core operating results for its reportable segments. As such, the "Segment Total" below may not agree to the corresponding amounts on the Condensed Consolidated Statements of Operations.

	Three Months Ended September 30,					
	2026			2025		
(dollars in millions)	Electronics	Specialties	Segment Total	Electronics	Specialties	Segment Total
Net sales	$ 779.6	$ 215.7	$ 995.3	$ 465.2	$ 190.9	$ 656.1
Cost of sales	535.3	114.6	649.9	280.8	97.0	377.8
Selling, technical, general and administrative	96.0	60.4	156.4	70.6	49.9	120.5
Research and development	18.9	3.3	22.2	12.1	2.6	14.7
Other segment items [(1)]	(9.0)	(0.4)	(9.4)	6.4	(0.2)	6.2
Add: Depreciation expense	9.9	4.9	14.8	6.2	3.8	10.0
Adjusted EBITDA	$ 148.3	$ 42.7	$ 191.0	$ 101.5	$ 45.4	$ 146.9

	Nine Months Ended September 30,					
	2026			2025		
(dollars in millions)	Electronics	Specialties	Segment Total	Electronics	Specialties	Segment Total
Net sales	$ 2,180.1	$ 633.1	$ 2,813.2	$ 1,298.9	$ 576.1	$ 1,875.0
Cost of sales	1,464.9	336.5	1,801.4	774.6	305.0	1,079.6
Selling, technical, general and administrative	270.2	175.0	445.2	206.9	150.6	357.5
Research and development	49.7	10.3	60.0	36.9	8.7	45.6
Other segment items [(1)]	16.2	(1.9)	14.3	11.7	(1.0)	10.7
Add: Depreciation expense	29.8	14.7	44.5	18.1	11.6	29.7
Adjusted EBITDA	$ 408.9	$ 127.9	$ 536.8	$ 286.9	$ 124.4	$ 411.3

[(1)] Other segment items for the Electronics segment primarily consisted of $10.0 million of realized gains and $5.1 million of realized losses associated with metals derivative contracts for the three months ended September 30, 2026 and 2025, respectively. Other segment items for the Electronics segment primarily consisted of $15.0 million and $7.9 million of realized losses associated with metals derivative contracts for the nine months ended September 30, 2026 and 2025, respectively. See Note 7, Financial Instruments, to the Condensed Consolidated Financial Statements for further discussion of these derivative instruments.

Assets by Reportable Segment

Total assets by reportable segment at September 30, 2026 and December 31, 2025 are not presented as they are not utilized for purposes of allocating resources and evaluating performance.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

This Management's Discussion and Analysis of Financial Condition and Results of Operations section should be read in conjunction with the unaudited Condensed Consolidated Financial Statements and related notes included in this Quarterly Report, and the Consolidated Financial Statements, related notes and Management's Discussion and Analysis of Financial Condition and Results of Operations section and other disclosures contained in our 2025 Annual Report. This discussion contains forward-looking statements that involve risks and uncertainties. Actual results may differ materially from those discussed in these forward-looking statements as a result of several factors, including, but not limited to, those discussed in "Forward-Looking Statements" of this Quarterly Report, and in Part I, Item 1A, "Risk Factors" of our 2025 Annual Report.

Overview

Our Business

Element Solutions, incorporated in Delaware in January 2014, is a leading global specialty chemicals technology company whose businesses supply a broad range of solutions that enhance the performance of products people use every day. Developed in multi-step technological processes, these innovative solutions enable customers' manufacturing processes in multiple high-value industries, including semiconductor fabrication, high-performance computing, automotive systems, consumer electronics, power electronics, communications and data storage infrastructure, aerospace and defense, industrial surface finishing and offshore energy. Our product innovation and product extensions are expected to continue to drive sales growth in both new and existing markets while expanding margins through a consistent focus on increasing customer value propositions.

We believe the majority of our businesses hold strong positions in the high-growth markets we serve. Our extensive global teams of specially trained scientists and engineers develop our solutions, and our expert sales and service organizations ensure our customers' needs are met every day. Our customer-centric innovation means we develop technologies to meet the identified needs of our supply chains. We solve our customers' existing and emerging problems through technical service and innovation. We believe that our customers place significant value on the consistency and quality of our brands, on which we capitalize through significant market share, customer loyalty and supply chain access. In addition, operational risks and switching costs make it difficult for our customers to change suppliers which allows us to retain customers and maintain our market positions.

Our customers rely on our innovation to develop new products of their own, so our capabilities help them keep up in fast-paced, high-growth markets. To that end, we draw upon our broad and longstanding intellectual property portfolio and technical expertise, while working closely with both customers and OEMs on an ongoing basis, to develop proprietary solutions tailored to their manufacturing needs. We leverage these close relationships to win qualifications and specifications into their supply chains as well as to identify opportunities for new products; all of which provide potential additional revenue streams.

Our strategy is based on a balance of operational excellence and prudent capital allocation. Our operating teams focus on the strong execution of customer-led product development, superior technical sales support and continuous supply chain optimization. Our senior leadership aims to foster an environment of accountability and success for our operating teams while also evaluating and executing on high-return capital allocation opportunities that can drive compounding of long-term intrinsic value per share.

Our Operations

Our operations are organized into two segments: Electronics and Specialties, which are each described below:

Electronics – Our Electronics segment researches, formulates and sells specialty chemicals and material process technologies for all types of electronics hardware, from complex printed circuit board designs to advanced semiconductor packaging. In high-performance datacenters, mobile communications, computers, automobiles and aerospace equipment, its products are an integral part of the electronics manufacturing process and the functionality of end-products. The segment's "wet chemistries" for metallization, surface treatments and solderable finishes form the physical circuitry pathways and its "assembly materials," such as SMT, pastes, fluxes and adhesives, join those pathways together.

Electronics provides solutions through the following businesses:

Assembly Solutions	As a global supplier of SMT, fluxes, thermal management materials, coatings and other attachment materials, we develop high-performing innovative materials that are used to assemble consumer electronics from circuit boards, discrete electronic components, connectors and integrated circuit substrates. We believe our growth in this business will be driven by the increasing use of electronics in consumer, automotive, telecommunications, memory, medical, aerospace and other markets.
Circuitry Solutions	As a global supplier of chemical formulations to the electronics industry, we design and manufacture proprietary "wet" chemical processes and materials used by our customers to manufacture printed circuit boards and memory storage devices. Our product portfolio is focused on specialized consumable chemical processes and materials, such as circuit formation, primary metallization, electroplate, surface finishes and flexible/formable films. We believe our growth in this business will be driven by demand in wireless mobile devices, internet infrastructure, high performance computing, and the increasing use of electronics in automobiles.
Micromax	As a global supplier of conductive, resistive and dielectric thick film pastes for passive components, low temperature co-fired ceramics (LTCC) for multilayer circuit integration, and electronics inks for printed electronics, we provide high-reliability microcircuit solutions for a variety of high-cost-of-failure applications. We believe our growth in this business will be driven by increased passive component density in datacenter and automotive electronics, as well as demand for more advanced radar and communication solutions and health & safety technologies.
Semiconductor Solutions	As a global supplier to the semiconductor industry, we provide advanced copper interconnects, die attachment, sintered silver material, adhesives, wafer bump processes and photomask technologies to our customers for integrated circuit fabrication and semiconductor packaging. We believe our growth in this business will be driven by advanced electronics packaging, necessary to meet the growing needs of high performance computing, artificial intelligence, the internet of things, next-generation wireless communications and the increasing content and complexity of electronics in automotive applications.

Specialties – Our Specialties segment researches, formulates and sells specialty chemicals and material process technologies that enable or enhance the performance of high value products across diverse sectors from automotive to energy infrastructure to semiconductors and satellites. Its products include chemical systems that protect and decorate metal and plastic surfaces, chemistries used in water-based hydraulic control fluids for offshore energy production and rare or high-purity gases and advanced materials used in semiconductor fabrication, satellite systems, electrical transmission infrastructure and other end-markets.

Specialties provides solutions through the following businesses:

Industrial Solutions	As a global supplier of industrial metal and plastic finishing chemistries, we primarily design and manufacture chemical systems that protect and decorate surfaces. Our high-performance functional coatings improve resistance to wear and tear, such as chrome plating of shock absorbers for cars, or provide corrosion resistance for appliance parts. Our decorative performance coatings apply finishes for parts in various end markets, such as automotive interiors or jewelry surfaces. Our industrial customer base is highly diverse and includes customers in the following end markets: appliances and electronics equipment; automotive parts; industrial parts; plumbing goods; construction equipment and transportation equipment. In this business, we also sell certain water-treatment solutions and lubricants used in similar end-markets. We believe our growth in this industry will be primarily driven by increased worldwide automobile production with elevated fashion elements and higher content per vehicle as well as general economic growth.
EFC	As a global supplier of high purity electronic gases, rare gases and advanced materials, we provide specialized solutions, including tailored gas recovery, filling and recycling systems, to a range of fast-growing and highly complex industries, including semiconductor manufacturing, aerospace and electrical infrastructure. We believe our growth in this business will be driven by gas molecule qualifications at semiconductor fabricators, growth in satellite launches and increased investment in domestic electrical transmission infrastructure.
Energy Solutions	As a global supplier of specialized fluids to the offshore energy industry, we produce water-based hydraulic control fluids for major oil and gas companies and drilling contractors to be used in offshore deep-water production and drilling applications. We believe our growth in this business will be driven by continued capital expenditures in energy exploration and production.

Recent Developments

Solstice Transaction - On July 6, 2026, the Company entered into an Agreement and Plan of Merger (the "Merger Agreement") with Solstice. On August 27, 2026, the Company and Solstice entered into a Termination Agreement pursuant to which the parties mutually agreed to terminate the Merger Agreement which, subject to customary exceptions, mutually released the parties from any claims of liability to one another relating to the contemplated merger transaction.

Recent Accounting Pronouncements

Our recent accounting pronouncements have not changed materially from the summary disclosed in Note 3, *Recent Accounting Pronouncements*, to the Consolidated Financial Statements included in our 2025 Annual Report.

Non-GAAP Financial Measures

To supplement our financial results presented in accordance with GAAP in this Management's Discussion and Analysis of Financial Condition and Results of Operations section, we present certain non-GAAP financial measures, such as operating results on a constant currency and organic basis, Adjusted EBITDA and Adjusted EBITDA margin. Management internally reviews these non-GAAP measures to evaluate performance on a comparative period-to-period basis in terms of absolute performance, trends and expected future performance with respect to our business. We believe these non-GAAP financial measures, which are each further described below, provide investors with an additional perspective on trends and underlying operating results on a period-to-period comparable basis. We also believe that investors find this information helpful in understanding the ongoing performance of our operations separate from items that may have a disproportionate positive or negative impact on our financial results in any particular period or are considered to be associated with our capital structure.

These non-GAAP financial measures, however, have limitations as analytical tools and should not be considered in isolation from, a substitute for, or superior to, the related financial information that we report in accordance with GAAP. The principal limitation of these non-GAAP financial measures is that they exclude significant expenses and income that are required by GAAP to be recorded in our financial statements and may not be completely comparable to similarly titled measures of other companies due to potential differences in calculation methods. In addition, these measures are subject to inherent limitations as they reflect the exercise of judgment by management about which items are excluded or included in determining these non-GAAP financial measures. Investors are encouraged to review the definitions and reconciliations of these non-GAAP financial measures to their most comparable GAAP financial measures included in this Quarterly Report and not to rely on any single financial measure to evaluate our business.

Constant Currency

We disclose certain financial measures and Adjusted EBITDA on a constant currency basis by adjusting results to exclude the impact of changes due to the translation of foreign currencies of our international locations into U.S. dollars. Management believes this non-GAAP financial information facilitates period-to-period comparison in the analysis of trends in business performance, thereby providing valuable supplemental information regarding our results of operations, consistent with how we internally evaluate our financial results.

The impact of foreign currency translation is calculated by converting our current-period local currency financial results into U.S. dollars using the prior period's exchange rates and comparing these adjusted amounts to our prior period reported results. The difference between actual growth rates and constant currency growth rates represents the estimated impact of foreign currency translation.

Organic Net Sales Growth

Organic net sales growth is defined as net sales excluding the impact of foreign currency translation, changes due to the pass-through pricing of certain metals and acquisitions and/or divestitures, as applicable. Management believes this non-GAAP financial measure provides investors with a more complete understanding of the underlying net sales trends by providing comparable net sales over differing periods on a consistent basis.

For a reconciliation of GAAP net sales growth to organic net sales growth, see "*Net Sales*" within the "Results of Operations" section below.

Adjusted EBITDA and Adjusted EBITDA Margin

We define Adjusted EBITDA as EBITDA, excluding the impact of additional items included in GAAP earnings which we believe are not representative or indicative of our ongoing business or are considered to be associated with our capital structure. Adjusted EBITDA margin is defined as adjusted EBITDA divided by net sales excluding the value of certain pass-through metals in the Electronics segment. Adjusted EBITDA margin excludes the impact of certain pass-through metals in the Electronics segment as we believe the fluctuations in these metal prices do not reflect underlying operating results. Management believes Adjusted EBITDA and Adjusted EBITDA margin provide investors with a more complete understanding of the long-term profitability trends of our business and facilitates comparisons of our profitability to prior and future periods.

For a reconciliation of "Net income" to Adjusted EBITDA and more information about the adjustments made, see Note 13, *Segment Information*, to the unaudited Condensed Consolidated Financial Statements included in this Quarterly Report.

Results of Operations

Three and nine months ended September 30, 2026 compared to three and nine months ended September 30, 2025

	Three Months Ended September 30,		% Change			Nine Months Ended September 30,		% Change		
(dollars in millions)	**2026**	**2025**	**Reported**	**Constant Currency**	**Organic**	**2026**	**2025**	**Reported**	**Constant Currency**	**Organic**
Net sales	$ 995.3	$ 656.1	52%	52%	13%	$ 2,813.2	$ 1,875.0	50%	48%	13%
Cost of sales	652.9	379.1	72%	73%		1,814.1	1,081.1	68%	66%	
Gross profit	342.4	277.0	24%	23%		999.1	793.9	26%	24%	
Gross margin	*34.4 %*	*42.2 %*	*(780) bps*	*(790) bps*		*35.5%*	*42.3%*	*(680) bps*	*(690) bps*	
Operating expenses	228.5	176.2	30%	30%		660.1	521.4	27%	25%	
Operating profit	113.9	100.8	13%	12%		339.0	272.5	24%	22%	
Operating margin	*11.4 %*	*15.4 %*	*(400)bps*	*(400)bps*		*12.1%*	*14.5%*	*(240)bps*	*(260)bps*	
Other expense, net	(20.6)	(45.3)	(55)%			(55.9)	(37.9)	47%		
Income tax expense	(27.6)	(16.2)	71%			(84.1)	(49.8)	69%		
Net income	$ 65.7	$ 39.3	67%			$ 199.0	$ 184.8	8%		
Net income margin	*6.6 %*	*6.0 %*	*60bps*			*7.1%*	*9.9%*	*(280)bps*		
Adjusted EBITDA	$ 191.0	$ 146.9	30%	29%		$536.8	$411.3	31%	28%	
Adjusted EBITDA margin	*28.2%*	*27.7%*	*50bps*			*27.9%*	*26.8%*	*110bps*		

Net Sales

Net sales in the third quarter of 2026 increased 52% on a reported basis and 13% on an organic basis. Electronics' consolidated results were positively impacted by $94.4 million of pass-through metals pricing and $138 million of acquisitions, which includes $93.1 million of net sales from pass-through metals, and Specialties' consolidated results were positively impacted by $23.4 million of acquisitions.

The following table reconciles GAAP net sales growth to organic net sales growth:

	Three Months Ended September 30,		% Change				
(dollars in millions)	2026	2025	Reported Net Sales Growth	Impact of Currency	Pass-Through Metals Pricing	Acquisitions	Organic Net Sales Growth
Electronics:							
Assembly Solutions	$ 368.6	$ 237.8	55%	1%	(40)%	—%	16%
Circuitry Solutions	162.2	137.8	18%	(2)%	—%	—%	16%
Micromax	137.8	—	100%	—%	—%	(100)%	—%
Semiconductor Solutions	111.0	89.6	24%	0%	—%	—%	24%
Total	779.6	465.2	68%	0%	(20)%	(30)%	18%
Specialties:							
Industrial Solutions	169.8	165.4	3%	1%	—%	—%	3%
EFC	23.4	—	100%	—%	—%	(100)%	—%
Energy Solutions	22.5	25.5	(12)%	(1)%	—%	—%	(13)%
Total	215.7	190.9	13%	1%	—%	(12)%	1%
Total	$ 995.3	$ 656.1	52%	0%	(14)%	(25)%	13%

NOTE: Totals may not sum due to rounding.

Electronics' net sales in the third quarter of 2026 increased 68% on a reported basis and 18% on an organic basis. Net sales from pass-through metals were $319 million and $125 million for the three months ended September 30, 2026 and 2025, respectively.

- Assembly Solutions: net sales increased 55% on a reported basis and 16% on an organic basis. Pass-through metals pricing had a positive impact of 40% on reported net sales. Foreign exchange had a negative impact of 1% on reported net sales. The increase in organic net sales was driven by volume increases across most product categories in Asia, including continued strength in solder paste and engineered preform materials for datacenter applications.
- Circuitry Solutions: net sales increased 18% on a reported basis and 16% on an organic basis. Foreign exchange had a positive impact of 2% on reported net sales. The increase in organic net sales was primarily due to continued AI and data center investment driving demand for metallization solutions.
- Micromax: The Company completed the Micromax Acquisition on February 2, 2026. See Note 2, *Acquisitions,* to the unaudited Condensed Consolidated Financial Statements for further information.
- Semiconductor Solutions: net sales increased 24% on a reported basis and 24% on an organic basis. Foreign exchange had an immaterial impact on reported net sales. The increase in organic net sales was primarily due to growth in power electronics; increased demand in Asia for plating solutions for advanced packaging and inflation on precious metals content within these products.

Specialties' net sales in the third quarter of 2026 increased 13% on a reported basis and 1% on an organic basis.

- Industrial Solutions: net sales increased 3% on a reported basis and 3% on an organic basis. Foreign exchange had a negative impact of 1% on reported net sales. Organic growth was primarily driven by pricing actions, including metal inflation-related surcharges.
- EFC: The Company completed the EFC Acquisition on January 2, 2026. See Note 2, *Acquisitions,* to the unaudited Condensed Consolidated Financial Statements for further information.
- Energy Solutions: net sales decreased 12% on a reported basis and 13% on an organic basis. Foreign exchange had a positive impact of 1% on reported net sales. The decrease in organic net sales was primarily due to temporary equipment downtime at a large customer.

Year to date, net sales increased 50% on a reported basis and 13% on an organic basis. Electronics' consolidated results were positively impacted by $303 million of pass-through metals pricing and $331 million of acquisitions, which includes $226 million of net sales from pass-through metals, and Specialties' consolidated results were positively impacted by $33.9 million of acquisitions net of divestitures.

The following table reconciles GAAP net sales growth to organic net sales growth:

	Nine Months Ended September 30,		% Change				
(dollars in millions)	2026	2025	Reported Net Sales Growth	Impact of Currency	Pass-Through Metals Pricing	Acquisitions & Divestitures	Organic Net Sales Growth
Electronics:							
Assembly Solutions	$ 1,063.1	$ 652.9	63%	(1)%	(46)%	—%	16%
Circuitry Solutions	461.9	388.8	19%	(3)%	—%	—%	16%
Micromax	331.2	—	100%	—%	—%	(100)%	—%
Semiconductor Solutions	323.9	257.2	26%	(1)%	—%	—%	25%
Total	2,180.1	1,298.9	68%	(1)%	(23)%	(26)%	18%
Specialties:							
Industrial Solutions	507.5	486.1	4%	(2)%	—%	—%	2%
EFC	58.1	—	100%	—%	—%	(100)%	—%
Graphics Solutions	—	24.2	(100)%	—%	—%	100%	—%
Energy Solutions	67.5	65.8	3%	(3)%	—%	—%	0%
Total	633.1	576.1	10%	(2)%	—%	(6)%	2%
Total	$ 2,813.2	$ 1,875.0	50%	(2)%	(16)%	(19)%	13%

NOTE: Totals may not sum due to rounding.

Year to date, Electronics' net sales increased 68% on a reported basis and 18% on an organic basis. Net sales from pass-through metals were $892 million and $340 million for the nine months ended September 30, 2026 and 2025, respectively.

- Assembly Solutions: net sales increased 63% on a reported basis and 16% on an organic basis. Pass-through metals pricing had a positive impact of 46% on reported net sales. Foreign exchange had a positive impact of 1% on reported net sales. The increase in organic net sales was driven by volume increases across several product categories in Asia highlighted by growth in solder paste and engineered preform materials for datacenter applications.
- Circuitry Solutions: net sales increased 19% on a reported basis and 16% on an organic basis. Foreign exchange had a positive impact of 3% on reported net sales. The increase in organic net sales was primarily due to continued AI and data center investment driving demand for metallization solutions.
- Micromax: The Company completed the Micromax Acquisition on February 2, 2026. See Note 2, *Acquisitions,* to the unaudited Condensed Consolidated Financial Statements for further information.

- Semiconductor Solutions: net sales increased 26% on a reported basis and 25% on an organic basis. Foreign exchange had a positive impact of 1% on reported net sales. The increase in organic net sales was primarily due to increased demand in Asia for plating solutions for advanced packaging and inflation on precious metals content within these products, as well as growth in power electronics.

Year to date, Specialties' net sales increased 10% on a reported basis and 2% on an organic basis.

- Industrial Solutions: net sales increased 4% on a reported basis and 2% on an organic basis. Foreign exchange had a positive impact of 2% on reported net sales. Organic growth was driven by pricing actions and improved volume of both functional and decorative plating chemistry in Europe.
- EFC: The Company completed the EFC Acquisition on January 2, 2026. See Note 2, *Acquisitions,* to the unaudited Condensed Consolidated Financial Statements for further information.
- Energy Solutions: net sales increased 3% on a reported basis and remained relatively flat on an organic basis. Foreign exchange had a positive impact of 3% on reported net sales. The increase in organic net sales was primarily due to pricing actions and an increase in production volumes from competitive wins.

Gross Profit

	Three Months Ended September 30,		% Change		Nine Months Ended September 30,		% Change	
(dollars in millions)	2026	2025	Reported	Constant Currency	2026	2025	Reported	Constant Currency
Gross profit								
Electronics	$ 241.6	$ 183.4	32%	31%	$ 706.7	$ 523.8	35%	34%
Specialties	100.8	93.6	8%	8%	292.4	270.1	8%	6%
Total	$ 342.4	$ 277.0	24%	23%	$ 999.1	$ 793.9	26%	24%
Gross margin								
Electronics	31.0 %	39.4 %	(840) bps		32.4 %	40.3 %	(790) bps	
Specialties	46.8 %	49.0 %	(220) bps		46.2 %	46.9 %	(70) bps	
Total	34.4 %	42.2 %	(780) bps		35.5 %	42.3 %	(680) bps	

Electronics' gross profit in the third quarter of 2026 increased by 32% on a reported basis and 31% on a constant currency basis. The Micromax Acquisition had a positive impact of $24.7 million, or 13%, on constant currency gross profit. The constant currency increase in gross profit dollars was primarily driven by broad-based organic volume growth across the Electronics businesses. Gross profit margins excluding net sales from pass-through metals decreased 150 basis points when compared to the third quarter of 2025. The decrease in gross margin excluding the impact of pass-through metals was primarily due to negative mix from lower margin precious metals-based product revenue.

Specialties' gross profit in the third quarter of 2026 increased by 8% on a reported basis and 8% on a constant currency basis. The EFC Acquisition had a positive impact of $11.9 million, or 13%, on constant currency gross profit. The constant currency decrease in gross profit dollars was primarily due to lower net sales in our higher margin Energy Solutions business. The decrease in gross margin was primarily due to net raw material inflation and accelerated depreciation for our production footprint optimization and earnings mix.

Year to date, Electronics' gross profit increased by 35% on a reported basis and 34% on a constant currency basis. The Micromax Acquisition had a positive impact of 13% on constant currency gross profit which includes $72.1 million of gross profit less an inventory step-up from purchase accounting of $3.2 million. The constant currency increase in gross profit dollars was primarily driven by broad-based organic volume growth across the Electronics businesses. Gross profit margins excluding net sales from pass-through metals improved 20 bps when compared to the prior year period. The increase in gross margin excluding the impact of pass-through metals was primarily due to positive mix from higher value product sales within the portfolio, including the Micromax products.

Year to date, Specialties' gross profit increased by 8% on a reported basis and 6% on a constant currency basis. The EFC Acquisition had a positive impact of 9% on constant currency gross profit which includes $26.7 million of gross profit less an inventory step-up from purchase accounting of $2.6 million. The MGS Transaction had a negative impact of $8.8 million, or 3%, on constant currency gross profit.

Operating Expenses

	Three Months Ended September 30,		% Change		Nine Months Ended September 30,		% Change	
(dollars in millions)	2026	2025	Reported	Constant Currency	2026	2025	Reported	Constant Currency
Selling, technical, general and administrative	$ 205.6	$ 158.1	30%	30%	$ 597.5	$ 471.2	27%	26%
Research and development	22.9	18.1	27%	27%	62.6	50.2	25%	24%
Total	$ 228.5	$ 176.2	30%	30%	$ 660.1	$ 521.4	27%	25%

Operating expenses in the third quarter of 2026 increased 30% on a reported basis and 30% on a constant currency basis. The constant currency increase was primarily driven by $14.5 million of operating expenses related to businesses acquired in the first quarter of 2026 ($9.1 million from the Micromax Acquisition and $5.4 million from the EFC Acquisition), higher incentive compensation costs due to increased expectations for strong full year financial results and $12.3 million of higher non-recurring acquisition and integration costs; partially offset by a $5.9 million decrease in the fair value of the contingent consideration associated with the EFC Acquisition, primarily driven by our lower stock price as of September 30, 2026 when compared to June 30, 2026.

Year to date, operating expenses increased 27% on a reported basis and 25% on a constant currency basis. The constant currency increase was primarily driven by $35.1 million of operating expenses related to businesses acquired in the first quarter of 2026 ($21.0 million from the Micromax Acquisition and $14.1 million from the EFC Acquisition), higher incentive compensation costs due to increased expectations for strong full year financial results, $28.9 million of higher non-recurring acquisition and integration costs and a $3.4 million increase in the fair value of the contingent consideration associated with the EFC Acquisition in 2026; partially offset by $4.5 million of lower operating expenses due to the sale of MacDermid Graphics Solutions in the first quarter of 2025.

Other (Expense) Income

	Three Months Ended September 30,		Nine Months Ended September 30,	
(dollars in millions)	2026	2025	2026	2025
Other (expense) income				
Interest expense, net	$ (22.8)	$ (13.3)	$ (68.3)	$ (40.5)
Foreign exchange gains (losses)	6.0	(11.0)	11.8	(34.4)
Other (expense) income, net	(3.8)	(14.0)	0.6	(22.6)
(Loss) gain on divestitures	—	(7.0)	—	59.6
Total	$ (20.6)	$ (45.3)	$ (55.9)	$ (37.9)

Interest expense, net

For the three and nine months ended September 30, 2026 and 2025, interest expense, net increased $9.5 million and $27.8 million, respectively, primarily due to a higher outstanding term loan principal balance and lower interest income when compared to the prior year period as well as interest expense due to borrowings under the Company's revolving credit facility in 2026.

Foreign exchange gains (losses)

For the three and nine months ended September 30, 2026 and 2025, the fluctuations in foreign exchange gains (losses) were primarily driven by the remeasurement of intercompany loans.

Other (expense) income, net

For the three months ended September 30, 2026, other expense, net included $1.8 million of net losses associated with metals derivative contracts ($10.0 million of realized gains and $11.8 million of unrealized losses) and $1.0 million of charges due to highly inflationary accounting for our operations in Turkey. For the three months ended September 30, 2025, other expense, net included $11.6 million of net loses associated with metals derivative contracts ($5.2 million of realized and $6.4 million of unrealized losses) and $0.9 million of charges due to highly inflationary accounting for our operations in Turkey.

For the nine months ended September 30, 2026, other income, net included $2.9 million of net gains associated with metals derivative contracts ($15.0 million of realized losses and $17.9 million of unrealized gains) and $2.4 million of charges due to highly inflationary accounting for our operations in Turkey. For the nine months ended September 30, 2025, other expense, net included $21.3 million of net losses associated with metals derivative contracts ($8.0 million of realized and $13.3 million of unrealized losses), $3.0 million of charges due to highly inflationary accounting for our operations in Turkey and $1.8 million of debt extinguishment costs related to the partial prepayment of our term loans B-3.

The metal derivative contracts primarily relate to inventory associated with pass-through metals pricing in our Assembly Solutions business and are intended to mitigate the impact on "Gross profit" associated with fixed price agreements with our customers or commodity price movement after inventory is purchased. See Note 7, *Financial Instruments,* to the unaudited Condensed Consolidated Financial Statements for further discussion of these derivative instruments.

(Loss) gain on divestitures

In the first quarter of 2025, we completed the sale of our flexographic printing plate business, MacDermid Graphics Solutions, resulting in a gain of $66.6 million. In 2025, we also recognized a loss on sale of $7.0 million for other immaterial divestiture activity.

Income Tax

The Company's quarterly income tax provision is measured using an estimate of its consolidated annual effective tax rate, which includes the impact of foreign withholding tax accruals and uncertain tax positions, adjusted for discrete items, within the periods presented. The comparison of the Company's income tax provision between periods can be significantly impacted by the level and mix of earnings, losses by tax jurisdiction and discrete items.

For the three months ended September 30, 2026, the Company recognized income tax expense of $27.6 million as compared to $16.2 million in the same period for 2025. Income tax expense for the three months ended September 30, 2026, includes a U.S. benefit related to claiming foreign tax credits, a recurring benefit from a U.S. tax deduction related to foreign-derived deduction eligible income (commonly referred to as FDDEI), an expense related to net Controlled Foreign Corporation tested income (commonly referred to as NCTI), and the impact of changes to the level and mix of earnings.

For the nine months ended September 30, 2026, the Company recognized income tax expense of $84.1 million as compared to $49.8 million in the same period for 2025. Income tax expense for the nine months ended September 30, 2026, includes a U.S. benefit related to claiming foreign tax credits, a recurring benefit from a U.S. tax deduction related to FDDEI partially offset with foreign tax credit valuation allowances of $6.4 million, NCTI, and the impact of changes to the level and mix of earnings. The foreign tax credit valuation allowance was required after taking into account the impacts on projected future taxable income from the EFC and Micromax Acquisitions, including significant tax-basis amortization of acquired intangible property and increased interest expense from the Add-on Term Loans.

Income tax expense for the three and nine months ended September 30, 2025, included a continued U.S. benefit related to claiming foreign tax credits and a benefit from a U.S. tax deduction related to foreign-derived intangible income (commonly referred to as FDII), partially offset by a $7.7 million multi-year tax settlement and the impact of changes to the level and mix of earnings.

On February 28, 2025, the Company completed the MGS Transaction and realized a gain. This transaction resulted in a nominal tax impact which reduced the effective tax rate primarily due to the realization of a deferred tax asset and an offsetting release of a valuation allowance.

See Note 11, *Income Taxes*, to the unaudited Condensed Consolidated Financial Statements for further information.

Segment Adjusted EBITDA Performance

	Three Months Ended September 30,		% Change		Nine Months Ended September 30,		% Change	
(dollars in millions)	2026	2025	Reported	Constant Currency	2026	2025	Reported	Constant Currency
Net income:								
Total	$ 65.7	$ 39.3	67%		$ 199.0	$ 184.8	8%	
Adjusted EBITDA:								
Electronics	$ 148.3	$ 101.5	46%	45%	$ 408.9	$ 286.9	43%	40%
Specialties	42.7	45.4	(6)%	(6)%	127.9	124.4	3%	0%
Total	$ 191.0	$ 146.9	30%	29%	$ 536.8	$ 411.3	31%	28%
Net income margin:								
Total	6.6 %	6.0 %	60 bps		7.1 %	9.9 %	(280) bps	
Adjusted EBITDA margin:								
Electronics	32.2 %	29.9 %	230bps		31.7 %	29.9 %	180bps	
Specialties	19.8 %	23.7 %	(390)bps		20.2 %	21.6 %	(140)bps	
Total	28.2 %	27.7 %	50bps		27.9 %	26.8 %	110bps	

For the three months ended September 30, 2026, Electronics' Adjusted EBITDA increased 46% on a reported basis and 45% on a constant currency basis. The Micromax Acquisition had a positive impact of $19.3 million, or 19%, on constant currency Adjusted EBITDA. The remaining constant currency increase was primarily driven by the broad-based increase in sales across all businesses.

For the three months ended September 30, 2026, Specialties' Adjusted EBITDA decreased 6% on a reported basis and 6% on a constant currency basis. The EFC Acquisition had a positive impact of $7.1 million, or 16%, on constant currency Adjusted EBITDA. The remaining constant currency decrease was primarily driven by increased raw material inflation within the Energy Solutions business.

For the nine months ended September 30, 2026, Electronics' Adjusted EBITDA increased 43% on a reported basis and 40% on a constant currency basis. The Micromax Acquisition had a positive impact of $59.5 million, or 21%, on constant currency Adjusted EBITDA. The remaining constant currency increase was primarily driven by the broad-based increase in sales across all businesses.

For the nine months ended September 30, 2026, Specialties' Adjusted EBITDA increased 3% on a reported basis and remained relatively flat on a constant currency basis. The EFC Acquisition had a positive impact of $14.6 million, or 12%, on constant currency Adjusted EBITDA. The MGS Transaction had a negative impact of $5.3 million, or 4%, on constant currency

Adjusted EBITDA. The remaining constant currency decrease was primarily driven by higher corporate costs allocated to the segment.

Liquidity and Capital Resources

Our primary sources of liquidity during the nine months ended September 30, 2026 were the proceeds from the Add-on Term Loans, our revolving credit facility and available cash generated from operations. Our primary uses of cash and cash equivalents were to fund the Micromax Acquisition, the EFC Acquisition, to fund operations including working capital and capital expenditures, cash dividends and share repurchases. Our first significant debt principal payment of approximately $800 million is related to the maturity of our 3.875% USD Notes due 2028. In the third quarter of 2026, we paid a cash dividend of 8 cents per share. We currently expect to continue to pay a cash dividend on a quarterly basis; however, the actual declaration of any cash dividends as well as their amounts and timing, will be subject to the final determination of our Board of Directors based on factors including our future earnings and cash flow generation.

For the full year 2026, we expect our capital expenditures to be approximately $110 million. We believe that our cash and cash equivalents and cash generated from operations, supplemented by our availability under our lines of credit, including our revolving credit facility under the Credit Agreement, will be sufficient to meet our working capital needs, interest payments, capital expenditures, potential dividend payments and other business requirements for at least the next twelve months. However, working capital cycles and/or future repurchases of our common stock and/or acquisitions may require additional funding, which may include future debt and/or equity offerings. Our long-term liquidity may be influenced by our ability to borrow additional funds, manage interest rates, renegotiate existing debt and/or raise new equity or debt under terms that are favorable to us.

We may from time to time seek to repurchase our equity and/or to retire or repurchase our outstanding debt through cash purchases and/or exchanges for equity, in open market purchases, privately negotiated transactions or otherwise. Such repurchases or exchanges, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions, applicable restrictions under our various financing arrangements and other factors.

During the nine months ended September 30, 2026, approximately 77% of our net sales were generated from non-U.S. operations, and we expect a large portion of our net sales to continue to be generated outside of the U.S. As a result, our foreign subsidiaries will likely continue to generate a substantial portion of our cash. We manage our worldwide cash requirements with available funds generated by the many subsidiaries through which we conduct business. We expect to continue to have cost efficient access to those funds on a global basis. We may transfer cash from certain international subsidiaries to the U.S. and/or other international subsidiaries when we believe it is cost effective to do so. Of our $225 million of cash and cash equivalents at September 30, 2026, $176 million was held by our foreign subsidiaries.

The following is a summary of our cash flows provided by (used in) operating, investing, and financing activities during the periods indicated:

	Nine Months Ended September 30,	
(dollars in millions)	**2026**	**2025**
Cash provided by operating activities	$ 192.2	$ 198.7
Cash (used in) provided by investing activities	$ (949.0)	$ 304.9
Cash provided by (used in) financing activities	$ 355.1	$ (281.1)

Operating Activities

The decrease in net cash flows provided by operating activities of $6.5 million was primarily driven by higher investment in working capital from rising metals prices partially offset by higher cash operating profits (net income adjusted for non-cash items), including higher earnings as a result of the Micromax Acquisition and the EFC Acquisition.

Investing Activities

During the nine months ended September 30, 2026, we paid $494 million in connection with the Micromax Acquisition and $367 million in connection with the EFC Acquisition and paid approximately $38.2 million in higher capital expenditures due to several large projects, including the initial build out for Kuprion capacity and plant consolidation projects. During the nine months ended September 30, 2025, we received cash proceeds of $324 million from divestitures, primarily related to the closing of the MGS Transaction.

Financing Activities

During the nine months ended September 30, 2026, we received cash proceeds of $449 million from the Add-on Term Loans and $15.0 million in net borrowings from the revolving credit facility. In addition, we paid $59.3 million of cash dividends on shares of our common stock and $37.7 million in aggregate for the repurchase of shares of our common stock under our stock repurchase program. During the nine months ended September 30, 2025, we prepaid $200 million of our term loans B-3. In addition, we paid $58.4 million of cash dividends on shares of our common stock, $19.4 million in aggregate for the repurchase of shares of our common stock under our stock repurchase program and $4.9 million for shares of our common stock withheld to satisfy the tax withholding requirements related to the vesting of RSUs, partially offset by proceeds of $4.2 million received for stock options exercised included in "Other, net."

Financial Borrowings

Credit Facilities and Senior Notes

At September 30, 2026, we had $2.08 billion of indebtedness, net of unamortized discounts and debt issuance costs of $12.6 million, which was comprised of:

- $1.28 billion of term debt arrangements outstanding under our term loans;
- $800 million of 3.875% USD Notes due 2028; and
- $15.0 million outstanding under our revolving credit facility.

Availability under our revolving credit facility and various lines of credit and overdraft facilities totaled $506 million at September 30, 2026 (net of $7.0 million of stand-by letters of credit which reduce our borrowing capacity).

Covenants

At September 30, 2026, we were in compliance with the debt covenants contained in the Credit Agreement and the indenture governing our 3.875% USD Notes due 2028.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

The quantitative and qualitative disclosures about market risk required by this item have not changed materially from those disclosed in our 2025 Annual Report. For a discussion of our exposure to market risk, refer to Part II, Item 7A, *Quantitative and Qualitative Disclosures about Market Risk*, contained in our 2025 Annual Report.

Item 4. Controls and Procedures

(a) Evaluation of Disclosure Controls and Procedures

Based on management's evaluation (with the participation of our CEO and CFO), as of the end of the period covered by this Quarterly Report, our CEO and CFO have concluded that our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) are effective to provide reasonable assurance that information required to be disclosed in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms, and is accumulated and communicated to management, including our CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure.

(b) Changes to Internal Control Over Financial Reporting

Based on management's evaluation (with the participation of our CEO and CFO), there have been no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the quarter covered by this Quarterly Report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

From time to time, we are involved in legal proceedings, investigations and/or claims that are incidental to the operation of our businesses. In particular, we are involved in various claims relating to environmental matters at a number of current and former plant sites and waste management sites. See Note 10, *Contingencies, Environmental and Legal Matters*, to the unaudited Condensed Consolidated Financial Statements included in this Quarterly Report for more information and updates.

Item 1A. Risk Factors

There have been no material changes to the risk factors disclosed in our 2025 Annual Report and Form 10-Q for the quarterly period ended June 30, 2026. For information on the termination of our planned merger with Solstice, refer to Note 1 to our condensed consolidated financial statements included in Part I, Item 1 of this Quarterly Report.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Recent Purchases of Equity Securities by the Issuer and Affiliated Purchases

The following table provides information about purchases by the Company during the three months ended September 30, 2026 of equity securities of the Company:

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of a Publicly Announced Repurchase Program	Approximate Dollar Value of Shares that May Yet be Purchased Under the Repurchase Program[(1)] *(in millions)*
July 1 - July 31	—	$ —	—	$ 556
August 1 - August 31	116,335	$ 34.29	116,335	$ 552
September 1 - September 30	987,551	$ 34.02	987,551	$ 518
Total	1,103,886	$ 34.05	1,103,886	

[(1)] In November 2021, our Board of Directors increased the authorization under the Company's stock repurchase program to $750 million. The approximate dollar value of shares that may be purchased under the program is inclusive of any applicable brokers fees and excise tax and represents the value of shares available under the program at the end of the respective month presented. The program does not require the repurchase of any specific number of shares and shares repurchases are made opportunistically at the discretion of the Company. The program does not have an expiration date but may be suspended or terminated by the Board at any time.

Shares withheld by the Company to satisfy tax withholding requirements related to the vesting of RSUs are not considered share repurchases under our stock repurchase program.

Item 3. Defaults Upon Senior Securities

None

Item 4. Mine Safety Disclosures

None

Item 5. Other Information

Director and Officer 10b5-1 Trading Arrangements

None

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

(b)(e) Effective October 19, 2026 (the “Effective Date”), Richard L. Fricke transitioned from his role as President, Electronics and a named executive officer of the Company to become a special advisor to the Company. Matthew Liebowitz will assume Mr. Fricke’s responsibility. In the context of this management transition, Mr. Liebowitz was appointed Chief Operating Officer of the Company while Carey Dorman was appointed President and Chief Financial Officer. Both were previously appointed executive officers and named executive officers of the Company.

In connection with this transition, Mr. Fricke and the Company entered into a letter agreement and release (the "Letter Agreement") pursuant to which Mr. Fricke agreed to a customary release and restrictive covenants, including non-competition and non-solicitation obligations as well as confidentiality provisions. In addition, the Letter Agreement provides that Mr. Fricke will be entitled to receive, among other things: (i) a consultant fee over a period of up to 36 months; (ii) his annual incentive cash bonus pursuant to the Company's 2026 annual bonus plan when such bonuses are paid to active employees of the Company; (iii) continuation of coverage under the Company's medical and/or dental insurance plans until the occurrence of certain events described in the Letter Agreement; and (iv) subject to their time and performance vesting criteria, the vesting of time-based restricted stock units and performance-based restricted stock units awards granted in 2024, 2025 and 2026 according to their original performance targets within the performance period set forth in the applicable grant agreements.

A copy of the Letter Agreement is filed as Exhibit 10.1 to this Quarterly Report and is incorporated herein by reference. The foregoing summary of the Letter Agreement is not intended to be complete and is qualified in its entirety by reference to the text of the Letter Agreement.

Item 6. Exhibits

The following exhibits are filed or furnished as part of this Quarterly Report:

Exhibit Number	Description
2.1	Termination Agreement, dated as of August 27, 2026, by and among the Company, Solstice Advanced Materials Inc., Solar Merger Sub One Inc. and Solar Merger Sub Two LLC (filed as Exhibit 2.1 of the Current Report on Form 8-K filed on August 27, 2026, and incorporated herein by reference)
3.1(a)	Certificate of Incorporation dated January 22, 2014 (filed as Exhibit 3.1 of Post-Effective Amendment No. 1 to the Registration Statement on Form S-4 (File No. 333-192778) filed on January 24, 2014, and incorporated herein by reference)
3.1(b)	Certificate of Amendment of Certificate of Incorporation dated June 12, 2014 (filed as Exhibit 3.1 of the Current Report on Form 8-K filed on June 13, 2014, and incorporated herein by reference)
3.1(c)	Certificate of Amendment of Certificate of Incorporation dated January 31, 2019 (filed as Exhibit 3.1 of the Current Report on Form 8-K filed on February 5, 2019, and incorporated herein by reference)
3.2	Amended and Restated By-laws dated April 25, 2023 (filed as Exhibit 3.2 of the Quarterly Report on Form 10-Q filed on April 27, 2023, and incorporated herein by reference)
10.1*	Letter Agreement, dated October 16, 2026, by and between the Company and Richard L. Fricke
31.1*	Principal Executive Officer Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2*	Principal Financial Officer Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1**	Principal Executive Officer and Principal Financial Officer Certifications pursuant to 18 U.S.C. Section 1350 as adopted pursuant to the Sarbanes-Oxley Act of 2002
101.SCH**	Inline XBRL Taxonomy Extension Schema Document
101.CAL**	Inline XBRL Extension Calculation Linkbase Document
101.DEF**	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB**	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE**	Inline XBRL Taxonomy Extension Presentation Linkbase Document
101. INS**	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL documents
104**	Cover Page Interactive Data File (formatted as Inline XBRL and included in Exhibits 101)

* Filed herewith.

** Furnished herewith.

*** Certain schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished supplementally to the SEC upon request.

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, thereunto duly authorized this October 22, 2026.

ELEMENT SOLUTIONS INC

By: /s/ Michael Russnok

Michael Russnok
Chief Accounting Officer
(Principal Accounting Officer)

EXHIBIT 10.1



October 16, 2026

Richard Fricke
[Redacted]

Dear Richard,

This letter agreement and release (the "Agreement") confirms the agreement entered into between you and your Employer regarding the termination of your employment effective October 19, 2026 ("Termination Date") and explains the package of separation pay and benefits that has been specially developed for you in consideration of a fully bargained for release and settlement of any and all claims that you have presently, may have or have had in the past arising from your employment with and termination of your employment from the Employer up to and including the date you execute this Agreement. Additionally, pursuant to this Agreement, you are releasing all claims against the Company. For purposes of this Agreement, the term "Employer" shall mean Element Solutions Inc. The term "Company" shall mean the Employer and any of its direct or indirect parent or subsidiary corporations or companies, and any of its or their affiliates, divisions, and business units. "Effective Date" is defined in Section 15.

1. CONSIDERATION IN SETTLEMENT. The consideration provided to you under this Agreement is not required under the Employer's policies or otherwise, except as expressly noted, and you acknowledge that you know of no circumstances other than you agreeing to the terms of this Agreement which would require the Employer to provide such consideration. You acknowledge that no representations of any kind have been made by the Employer to induce your execution of this Agreement and that the only representations made to you in order to obtain your consent to this Agreement are as stated herein. The fact that the Employer is offering to make these payments to you on these terms and conditions imposes no obligation whatsoever on the Employer or the Company to offer to pay any amounts to any employee whose employment is terminated with the Employer or the Company now or in the future. Accordingly, if you execute (and do not revoke) this Agreement you will receive:

(a) CONSULTING SERVICES. You acknowledge and agree that the opportunity to enter into the Consultant Agreement referenced in Section 23 below (the "Consultant Agreement"), and the compensation and benefits payable thereunder and under this Agreement, are being provided by the Company in lieu of severance pay and fully satisfy any obligation of the Company for any severance pay. You further agree that, except for the payments and benefits expressly provided under the Consultant Agreement and this Agreement, you will not be entitled to receive any additional severance, severance pay, or other compensation arising from the termination of your employment.

Notwithstanding the foregoing, if subsequent to the Termination Date, the Employer discovers that you committed acts while employed with the Employer which constitutes "Cause" (as defined below), the Employer may cease further payments Consulting Fee and other consideration as provided for in the Consultant Agreement and may require you to reimburse the Employer for all or any payments of Consulting Fee and other consideration previously made. For purposes of this Agreement, "Cause" shall mean (i) breach by you of any material provision of any written agreement you may have with the Company or violation in any material respect of any written policy of the Company; (ii) gross negligence or willful misconduct by you in connection with the performance of your duties, or your willful refusal to perform any of your duties or responsibilities; or (iii) fraud, criminal conduct or embezzlement by you.

(b) CONTINUATION OF MEDICAL AND/OR DENTAL INSURANCE BENEFITS. If you elect to continue coverage pursuant to the Employer's medical and/or dental insurance benefit plans as in effect and amended from time to time, pursuant to the provisions of COBRA as described in (c) below, then, subject to the other terms and conditions of this paragraph, your continued participation (for you and your eligible beneficiaries) will be at the contribution level in effect for active employees until the earliest of (i) the termination of the Consultant Agreement, (ii) you become eligible for Medicare, (iii) you become eligible for coverage under medical and/or dental insurance benefit plans through your spouse, and/or (iv) you become eligible for coverage under medical and/or dental insurance benefit plans, as the case may be, of another employer through future employment in accordance with the conditions set forth in Section 18**. You must immediately notify the Employer when you become eligible for Medicare or for coverage under medical and/or dental insurance benefits plans of another employer through your future employment.**

(c) COBRA. To the extent provided by the federal Consolidated Omnibus Budget Reconciliation Act of 1985 law, or if applicable, state insurance laws (collectively "COBRA"), and by the Employer's current group health insurance policies, and subject to the provisions of paragraph (b) above, you will be eligible to continue your group health insurance benefits after the Termination Date at the same expense as any other active employee covered under the plan for up to 36 months. Within the timing required by law, you will be provided a separate notice describing your COBRA rights and obligations with respect to continued group health insurance under the applicable state and/or federal insurance laws. Specific costs and details will be provided to you on a timely basis.

(d) LONG-TERM INCENTIVE EQUITY AWARDS. During your employment, you were a participant in the Element Solutions Inc long term incentive program ("LTI"), pursuant to which you received (i) a Performance-Based Restricted Stock Award Agreement dated January 19, 2024 ("Award #1"), (ii) a Restricted Stock Unit Agreement dated January 19, 2024 ("Award #2"), (iii) a Performance-Based Restricted Stock Award Agreement dated February 12, 2025 ("Award #3"), (iv) a Restricted Stock Unit Agreement dated February 12, 2025 ("Award #4"), (v) a Performance-Based Restricted Stock Award Agreement dated February 10, 2026 ("Award #5"), and a Restricted Stock Unit Agreement dated February 10, 2026 ("Award #6"), each representing LTI awards under the Element Solutions Inc Amended and Restated 2013 Incentive Compensation Plan or the Element Solutions Inc 2024 Incentive Compensation Plan, as applicable (each, the "Plan"). (Award #1, Award #2, Award #3, Award #4 Award #5 and Award #6 are referred to herein each as an "Award" and collectively as the "Awards"). Subject to Section 18 and achieving the applicable performance vesting criteria set

forth in Award #1, Award #3 and Award #5, you will continue to be eligible to receive the vesting of Award #1, Award #3 and Award #5, if, as and when such Award would otherwise vest for full-time, actively employed, similarly situated participants in the Plan generally, even though you will not be a full-time, active employee on the date the restrictions would otherwise lapse. Subject to Section 18 and achieving the respective time vesting criteria set forth in Award #2, Award #4, and Award #6, you will continue to be eligible to receive the vesting of the tranches of such Awards that would otherwise vest in the ordinary course in February 2027, February 2028 and February 2029, if, as and when such Awards otherwise would vest if you were actively employed, even though you will not be a full-time, active employee on the date the Awards would otherwise vest. The Awards will otherwise continue to be governed by and subject to the terms and conditions of the applicable award agreement and the applicable Plan. Any remaining unvested equity awards not addressed in this paragraph will be forfeited upon termination.

(e) INCENTIVE COMPENSATION. Subject to achieving all applicable performance targets and metrics, you will be eligible to receive any annual incentive cash bonus you would otherwise have received for 2026 pursuant to the Employer's 2026 Annual Incentive Program, if, as and when any such bonus would have been paid to you if you had remained an active employee of the Employer at the time of such payment. This payment is taxable compensation and subject to any applicable withholding taxes.

(f) NO MITIGATION. Nothing in this Section 1 or any other provision of this Agreement shall be deemed to require you to mitigate the cost of any severance pay, Consulting Fee under the Consultant Agreement and/or benefits provided herein or hereunder.

2. OTHER BENEFIT PLANS. Effective as of the Termination Date, you acknowledge that you are no longer eligible to participate in any of the Employer's or the Company's other benefit plans including, but not limited to the Employer's 401(k) savings plan (the "401(k) Plan").

3. VACATION AND PAID TIME OFF ("PTO"). As of the Termination Date, no further vacation or PTO shall accrue. An amount equal to **seven (7) days** representing your remaining accrued and unused vacation based on your base salary in effect at the time of your termination or, if applicable, any accrued and unused PTO, will be paid in a lump sum on the next pay date following your Termination Date, except as otherwise required by applicable state law, subject to standard payroll deductions and withholdings. This amount represents payment to you in lieu of any and all accrued but unused vacation or PTO time you may still have. You will receive these payments regardless of whether you enter into this Agreement.

4. ELECTION. If you decide not to execute this Agreement, you may elect to receive the severance pay and/or benefits defined in any employment contract or other written agreement between you and the Employer which may be in effect on your Termination Date and covers your separation with the Employer, if any. The acceptance of the Consultant Agreement and benefits available under this Agreement shall constitute a waiver of any severance pay you would have been entitled to under any other agreement.

5. RETURN OF EMPLOYER AND COMPANY PROPERTY. You acknowledge that prior to and as a condition of your entry into the Consultant Agreement and receipt of any Consulting Fee and/or consideration as described in the Consultant Agreement and this Agreement, you will return all Employer and Company documents (and all copies thereof) and

other property, which is in your possession. Such property includes, but is not limited to office keys, credit cards, computers, computer discs and software, printers, fax machines, cellular phones, all documents, files and other information of the Employer and Company whether or not the property meets the definition of "Confidential Information" or "Trade Secrets" under any applicable policy of the Company, agreement between you and the Company or applicable laws, and other related Employer and Company books, equipment or records. Notwithstanding anything to the contrary in this Section 5, you will be permitted to keep (i) your current Company-provided notebook computer, together with power cord and standard factory-included attachments (but not separate monitors or docking stations), and (ii) your current Company-provided i-Phone mobile telephone device; provided, however, after the Termination Date you will be solely responsible for paying for any service and maintenance contracts and obtaining any licenses for software used on the computer and/or mobile telephone device, and the Company will not provide any service or pay for any continued use of such computer or mobile device. You acknowledge that you will not have access to any Company-provided software from and after the Termination Date, and you agree to allow the Company to delete any Company files and software on any Company-provided computer and mobile device.

6. REIMBURSEMENT OF EXPENSES. The Employer shall reimburse you for any and all business expenses for which you are entitled to reimbursement under the Employer's expense reimbursement policies and procedures in effect on the date hereof. All expenses for reimbursement shall be submitted within thirty (30) days from the date of this Agreement, and the Employer shall process such expenses promptly. Any expenses submitted after this thirty (30) day period will not be paid.

7. NON-DUPLICATION OF BENEFITS. The amount of severance and other payments hereunder and under the Consultant Agreement shall be reduced on a dollar for dollar basis by any disability, severance, separation or termination pay benefits that the Employer pays or is required to pay you through insurance or otherwise under any plan or contract or under any federal or state law; provided, however, that the severance payment shall never be less than two (2) weeks' base salary, and such amount is acknowledged to be full and adequate consideration for this Agreement.

8. GENERAL RELEASE OF CLAIMS. You agree to release and hold harmless (on behalf of yourself and your family, heirs, executors, successors and assigns) now and forever, the Employer and the Company and any of the foregoing entities' past, present or future parent and subsidiary corporations, affiliates, divisions, successors and assigns (whether or not incorporated) and any of its past, present or future employees, agents, assigns, officers, directors, shareholders and attorneys whether acting in their individual or representative capacity (the "Released Parties") from and waive any claim that you have presently, may have or have had in the past, known or unknown, against the Released Parties upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world through the date you execute this Agreement, including, without limitation, all claims arising from your employment with, or termination of employment from, the Employer and the Company, or otherwise, including but not limited to, any and all claims brought or that could be brought pursuant to or under any federal, state or local statute (including, without limitation, the Age Discrimination in Employment Act of 1967, the 1990 Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Equal Pay Act, the Americans with Disabilities Act of 1990, the Employee Retirement Income Security Act of 1974, the Family and Medical Leave Act of 1993, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification

Act, as well as any state or local equivalents of any of the foregoing, including, without limitation, the Connecticut Fair Employment Practices Act, the Connecticut Minimum Wage Act, the Connecticut Family and Medical Leave Act, the Connecticut Paid Sick Leave Act and Conn. Gen. Stat. §31-290a, and all other applicable statutes regulating the terms and conditions of your employment), any regulation or ordinance, under the common law or in equity (including any claims for wrongful discharge, slander, libel or otherwise), or under any policy, agreement, understanding or promise, written or oral, formal or informal, between the Released Parties and you, including, without limitation, any claim you might have for termination or severance pay, change-in-control payments, incentive payments, vesting of equity or other incentive compensation, benefit continuation or other employment or post-employment benefits, in each case pursuant to the Employer's severance policies or practices as from time to time in effect, or otherwise (the "Released Claims").

You expressly waive and relinquish all rights and benefits under any section of any law or legal principle of similar effect in any other jurisdiction with respect to your release of any unknown or unsuspected claims herein.

You acknowledge that you are aware you may hereafter discover facts different from, or in addition to, those which you or your attorneys now know or believe to be true with respect to the matters released in this Agreement, and agree that the releases so given in this Agreement shall be and remain in effect as full and complete releases of the respective claims, notwithstanding any such different or additional facts.

Notwithstanding the foregoing, the following are not included in the Released Claims (the "Excluded Claims"): (i) any rights or claims which are not waivable as a matter of law; and (ii) any claims for breach of this Agreement. You represent and warrant that, other than the Excluded Claims, you are not aware of any claims you have or might have against any of the Released Parties that are not included in the Released Claims.

9. NO PENDING ACTION/COVENANT NOT TO SUE. Except to enforce the terms of this Agreement and as provided below, you agree and covenant not to file any suit or other legal action against the Released Parties with regard to any of the Released Claims. You further represent and warrant that as of the date you sign this Agreement no suits, complaints, charges, or other proceedings are pending against the Released Parties before any court, administrative agency, commission or other forum relating directly or indirectly to the Released Claims.

NOTHING IN THIS AGREEMENT IS INTENDED IN ANY WAY TO LIMIT YOUR RIGHT OR ABILITY TO INITIATE OR PARTICIPATE IN ANY INVESTIGATION OR PROCEEDING CONDUCTED BY ANY FEDERAL, STATE OR LOCAL AGENCY, INCLUDING THE U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION ("EEOC"). NOTWITHSTANDING THE FOREGOING, YOU AGREE TO WAIVE YOUR RIGHT TO RECOVER MONETARY DAMAGES IN ANY SUIT, COMPLAINT, CHARGE OR OTHER PROCEEDING FILED BY YOU OR ANYONE ELSE ON YOUR BEHALF.

10. ADEA WAIVER. You acknowledge that you are knowingly and voluntarily waiving and releasing any rights you may have under the ADEA (the "ADEA Waiver"), and that the consideration given for this ADEA Waiver is in addition to anything of value to which you are already entitled. You further acknowledge that you have been advised, as required by the

ADEA, that: (i) your ADEA Waiver does not apply to any rights or claims that may arise after the date that you sign this Agreement; (ii) you should consult with an attorney prior to signing this Agreement (although you may choose voluntarily not to do so); (iii) you have twenty-one (21) days to consider this Agreement (although you may choose voluntarily to sign it earlier); (iv) you have seven (7) days following the date you sign this Agreement to revoke the ADEA Waiver (by providing written notice of your revocation to the Company; and (v) this ADEA Waiver will not be effective until the date upon which the revocation period has expired, which will be the eighth day after the date that this Agreement is signed by you provided that you do not revoke it (the "Effective Date'). You further acknowledge that the Employer has provided you with the ADEA Disclosure information (under Title 29 USC Section 626(f)(1)(H)).

11. FUTURE ASSISTANCE. Upon request, you agree to provide such assistance and cooperation in any matter relating to your expertise or experience as the Employer may reasonably request including your attendance and truthful testimony where deemed appropriate by the Employer, to the Employer's defense or prosecution of any existing or future claims or litigations of which the Employer identifies you as potentially having knowledge. The Employer shall pay you reasonable costs and expenses in connection therewith.

12. RIGHT TO COUNSEL. The Employer hereby advises you that you should consult with an attorney prior to execution of this Agreement. You acknowledge that you understand it is in your best interest to have this document reviewed by an attorney of your own choosing and at your own expense, and you hereby acknowledge that you have been afforded not less than twenty-one (21) days during which to consider this Agreement and to have it reviewed by your attorney. To the extent that you decide to execute this Agreement prior to the expiration of the twenty-one (21) day review period, such execution shall constitute a voluntary and knowing valid waiver of such review period.

13. FREE WILL. You are entering into this Agreement of your own free will and without coercion, intimidation or threat of retaliation. You acknowledge and agree that the Employer and/or the Company have not exerted any undue pressure or influence on you in this regard. You acknowledge that you have had reasonable time to determine whether entering into this Agreement is in your best interest and you have read and fully understand the terms set forth in this Agreement. You understand that if you request additional time to review the provisions of this Agreement, a reasonable extension of time will be granted.

14. BREACH OF AGREEMENT/PENALTIES. If you initiate or participate in any lawsuit or other legal action in violation of this Agreement, or if you fail to abide by any of the terms of this Agreement, except to the extent prohibited by law, the Employer may reclaim any amounts paid under this Agreement and/or the Consultant Agreement, without waiving the release granted herein, and terminate any benefit or payments that are due under the Agreement and/or the Consultant Agreement, in addition to any other remedies it may have. In addition, you shall pay the Employer all of its actual attorneys' fees and costs incurred resulting from, or incident to, such violation and you agree to pay such fees and costs within thirty (30) days of the Employer's written demand.

15. REVOCATION AND EFFECTIVE DATE. This Agreement may be revoked by you within the seven (7) days after the date on which you sign this Agreement and it is received by the Employer. You understand that this Agreement shall not become binding or enforceable until this seven (7) day period has expired without you having so revoked. This

Agreement shall become effective on the eighth (8th) day following your signing of this Agreement (the "Effective Date") provided that you have not revoked the Agreement prior to such date. Any such revocation must be made in a signed letter executed by you and received by the Employer at the following address no later than 5 p.m. Eastern Time on the seventh day after you have executed this Agreement: Element Solutions Inc, 500 South Pointe Drive, Suite 200, Miami Beach, FL 333139, Attention: General Counsel. You understand that if you revoke this Agreement, this Agreement will not be effective or enforceable by you and you will not be entitled to any payments or benefits hereunder. You understand and agree that you will not receive the payments and benefits set forth in this Agreement, except for your execution of this Agreement and the fulfillment of your promises set forth herein. Any notice to be given under this Agreement (other than the revocation, if any, set forth above) shall be given in writing and delivered either personally or sent by certified mail to the Employer c/o General Counsel at the above address and to you at your address in the Employer's records or such other address as you may provide to Employer in writing in advance in accordance with this Section 15.

16. CONFIDENTIALITY. In addition to any agreement related to trade secrets, confidential information and/or work products previously executed by you, including, you will not at any time divulge to any other entity or person any information acquired by you concerning the financial affairs of the Employer or the Company, its affiliates and subsidiaries, its officers, directors, employees and/or shareholders or the Employer’s or the Company’s business processes or methods or research, development or marketing programs or plans, any other of its trade secrets, any information regarding personal matters of any directors, officers, shareholders, employees or agents of the Employer or the Company or their respective family members, any information concerning this Agreement or the terms thereof or any information concerning the circumstances of your employment with and the termination of your employment from the Employer or the Company, or any information regarding discussions related to any of the foregoing or make, write, publish, produce or in any way participate in placing into the public domain any statement, opinion or information with respect to any of the foregoing or which reflects adversely upon or would reasonably impair the reputation or best interests of the Employer or the Company or any of its directors, officers, employees or agents or their respective family members. Confidential information does not include (i) information which is required to be disclosed by court order, subpoena or other judicial process, (ii) information regarding your job responsibilities during your employment with the Employer to prospective employers in connection with an application for employment, (iii) information regarding the financial terms of this Agreement to your spouse or your tax advisor for purposes of obtaining tax advice provided that such persons are made aware of and agree to comply with the confidentiality obligation, or (iv) information which is necessary to be disclosed to your attorney to determine whether you should enter into this Agreement.

The foregoing prohibitions shall include, without limitation, directly or indirectly publishing (or causing, participating in, assisting or providing any statement, opinion or information in connection with the publication of) any diary, memoir, letter, story, photograph, interview, article, essay, account or description (whether fictionalized or not) concerning any of the foregoing, publication being deemed to include any presentation or reproduction of any written, verbal or visual material in any communication medium, including any book, magazine, newspaper, theatrical production or movie, or television or radio programming or commercial or any posting on the Internet. In addition to any and all other remedies available to the Employer for any violation of this Section, you agree to immediately remit and disgorge to the Employer

any and all payments paid or payable to you in connection with or as a result of engaging in any of the above acts.

Nothing herein is intended to interfere with any disclosure right protected by law.

17. DISCLOSURE OF CONFIDENTIAL INFORMATION. In the event that you are required to make disclosure under any court order, subpoena or other judicial process, you will cooperate with the Employer and provide the Employer with prompt written notice, take all steps requested by the Employer to defend against the compulsory disclosure and permit the Employer to participate with counsel of its choice in any proceeding relating to the compulsory disclosure. You acknowledge that all information, the disclosure of which is prohibited by this Agreement, is of a confidential and proprietary character and of great value to the Employer and/or the Company. You also acknowledge that, to the extent you had access to and became acquainted with confidential information of the Employer and/or the Company, any subsequent employment with a competitor of the Employer and/or the Company would inevitably result in a prohibited disclosure of confidential information.

18. COVENANT AGAINST COMPETITION, SOLICITATION. In addition to any agreement related to competition previously executed by you, until the termination of the Consultant Agreement, you shall not, without the prior written consent of the Employer's Chief Executive Officer, directly or indirectly own, manage, control or participate in the ownership, management, or control of, or be employed or engaged by or otherwise affiliated or associated with, any other corporation, partnership, proprietorship, firm, association or other business entity, or otherwise engage in competition with, perform services for, own an interest in, or otherwise participate in, a "Competitive Business". This restriction of competition is limited to provision of the same or similar services as those performed by you during your employment with the Employer or any of its direct and indirect subsidiary companies. To the extent prior written consent of the Employer's Chief Executive Officer is not granted and you nonetheless decide to engage or participate in such Competitive Business, (i) the Consultant Agreement will automatically terminate and (ii) any remaining Awards not vested in accordance to Section 1(d) will be forfeited, in each case upon your first day of such engagement or participation. Notwithstanding the foregoing, this provision shall not prohibit you from performing any services for any entity if such services are performed outside the United States unless those services were provided outside the United States during the term of your employment with the Employer or any of its direct and indirect subsidiary companies, in which case the restriction shall extend to those geographic areas in comity with those services provided; nor shall it prohibit you from performing any service for any entity if such services are in no way related to any business which is competitive with the business of the Employer or any of its direct and indirect subsidiary companies. "Competitive Business" means the business engaged in by the Employer and any or all of its direct and indirect subsidiary companies immediately prior to the Termination Date. Further, until the end of the Severance Period you shall not, and shall not permit any of your employees, agents or others under your control to, directly or indirectly, on behalf of you or any other person, (i) call upon, accept Competitive Business from or solicit Competitive Business of any person who is, or had been at any time during the preceding two years, a customer of the Company or any successor to the business of the Company, or otherwise divert or attempt to divert any business of the Company of any such successor, or (ii) directly or indirectly recruit or otherwise solicit or induce any person who is an employee of, or otherwise engaged by, the Company or any successor to the business of the Company to terminate his or her employment or other relationship with the Company or such successor.

19. NON-ADMISSION. Nothing contained in this Agreement shall be deemed or construed as an admission of wrongdoing or liability on the part of the Employer or the Company.

20. SEVERABILITY CLAUSE. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision or provisions of this Agreement, which shall remain in full force and effect. If any provision of this Agreement is held to be invalid, void or unenforceable in any jurisdiction, any court so holding shall substitute a valid, enforceable provision that preserves, to the maximum lawful extent, the terms and intent of such provisions of this Agreement. If any of the provisions of, or covenants contained in, this Agreement are hereafter construed to be invalid or unenforceable in any jurisdiction, the same shall not affect the remainder of the provisions or the enforceability thereof in any other jurisdiction, which shall be given full effect, without regard to the invalidity or unenforceability in such other jurisdiction. Any such holding shall affect such provision of this Agreement, solely as to that jurisdiction, without rendering that or any other provisions of this Agreement invalid, illegal or unenforceable in any other jurisdiction. If any covenant should be deemed invalid, illegal or unenforceable because its scope is considered excessive, such covenant will be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

21. OFFSET. The Employer shall be entitled to offset any sums owed by you to the Employer against the severance pay payable pursuant to Sections 1 and/or 4 and/or other consideration payable pursuant to this Agreement and/or the Consultant Agreement, including, but not limited to, any Consulting Fee and/or Employer contributions to your medical and/or dental coverage provided to you prior to the Effective Date of this Agreement.

22. ASSIGNMENT. This Agreement is personal to you and you may not assign any rights or delegate any responsibilities hereunder.

23. CONSULTANT AGREEMENT. You and the Employer agree to enter into a Consultant Agreement in the form attached hereto as Annex A, effective as of the Effective Date, providing for the terms pursuant to which you will provide assistance to the Employer after the Termination Date.

24. GOVERNING LAW AND CHOICE OF FORUM. This Agreement shall be governed by, and construed pursuant to, the laws of the State of Connecticut applicable to transactions executed and to be wholly performed in Connecticut between residents thereof. The parties consent and agree to the exclusive jurisdiction of the Federal and State courts sitting in the State of Connecticut for all purposes.

25. ENTIRE AGREEMENT. This Agreement, including documents referenced herein, expressly supersedes any and all previous understandings and agreements between the Employer and/or the Company and you and constitute the sole and exclusive understanding between the Employer and/or the Company and you concerning the subjects set forth herein, other than any agreements related to non-competition or trade secrets, confidential information and/or work product previously executed by you. This Agreement may not be altered, modified, changed or discharged except in a writing signed by you and agreed to by the Employer. You understand and agree that other than as set forth in this Agreement, you will not receive any compensation, payments or benefits of any kind from the Employer and/or the

Company and you expressly agree that you are not entitled and have no right to any additional compensation, payments or benefits other than the payment of vested benefits (if any) under the terms of the Employer's qualified pension plans, as amended from time to time.

To accept the above terms, please execute and return to the undersigned an original of this Agreement in the postage paid envelope included with this letter no later than twenty-one (21) days after the date first written above. Until the Effective Date, you will not receive any of the benefits outlined in this letter.

If you have any questions, please let me know.

Sincerely,

/s/ Benjamin Gliklich
Benjamin Gliklich
Chief Executive Officer

Element Solutions Inc

AGREEMENT AND
ACKNOWLEDGMENT

I, Richard Fricke, acknowledge receipt of the Agreement and I agree to all the terms and conditions set forth in the Agreement. I have read and fully understand the terms set forth in the Agreement and enter into such agreement of my own free will and without coercion, intimidation or threat of retaliation. I also acknowledge and understand that I have been afforded twenty-one (21) days to consider the Agreement and to have the Agreement reviewed by my attorney if I so choose. I further understand that I have seven (7) days to revoke the Agreement after the date I sign the Agreement and that the Agreement shall not be effective or enforceable until the expiration of this seven (7) day revocation period without revocation.

Signature: /s/ Richard Fricke **Date:** October 19, 2026

Annex A

CONSULTANT AGREEMENT

This agreement, dated October 19, 2026 ("Agreement") is between Element Solutions Inc, having its offices at 500 South Pointe Drive, Suite 200, Miami Beach, FL 333139 (the "Company") and Richard Fricke, with an address of ***[Redacted]*** ("Consultant").

In consideration of the mutual promises contained in the Agreement, the Company and Consultant agree as follows:

1. **CONSULTANT WORK**

Consultant agrees to perform the following described consulting work for the Company ("Work"):

Providing such assistance as the Company may reasonably request related to Consultant's former employment duties with the Company, including to transition such duties to another party or parties and to train designated employees of the Company in matters related to Consultant's former employment duties with the Company; Responding to questions and providing such information relating to Consultant's expertise or experience as the Company may request, including transitioning knowledge related to Consultant's former job with the Company; provided that Consultant shall not be required to provide Work in excess of 100 hours during the Term.

2. **TERM**

The term of this Agreement will commence effective on the date of this Agreement and will terminate at 11:59 pm U.S Eastern Standard Time on October 18, 2029 (the "Term").

3. **PERFORMANCE OF WORK**

(a) Consultant will perform the Work in a diligent and workmanlike manner consistent with the best professional standards and practices. Consultant will also perform the Work in accordance with all applicable and existing Federal, State and local laws, regulations and ordinances, and the Company standards and specifications as are made known to Consultant by the Company.

(b) In performing the Work, Consultant will be reasonably available at such times as are reasonably necessary to perform the Work.

(c) Consultant shall not have any power or authority to bind the Company unless specifically authorized, in writing, by the Company. Unless specifically provided for in this Agreement, Consultant shall not make any representation, warranty, or agreement in the name of the Company or on behalf of the Company or undertake any other act binding the Company without the prior written consent of the Company. The Company shall not be liable for any act of Consultant made in excess of or contrary to such instructions of the Company.

(d) Consultant will be responsible for setting his own work hours and for providing his own office space and equipment used in performing the Work. Consultant will not be required to perform the Work from a Company location or from any particular location and may perform the Work remotely from a location of his choosing.

4. **PAYMENT FOR WORK**

During the Term, the Company will pay Consultant, for performance of the Work, a flat fee of twenty thousand ($20,000) (gross) per month (the "Consulting Fee"). Consultant agrees that the Company will not be obligated to reimburse any out-of-pocket costs or expenses incurred by Consultant in performance of the Work unless such costs or expenses are specifically and explicitly approved by the Chief Executive Officer of the Company in writing in advance of the costs being incurred. Payment of the Consulting Fee may be subject to any required withholdings and shall be made monthly.

Consultant acknowledges that he will not be entitled to any compensation for Work other than the Consulting Fee set forth above during the Term.

5. **RECORDS: AUDIT**

Consultant will maintain true and correct records relating to all Work performed, including any special costs for which payment is to be made to Consultant under this Agreement.

6. **CONFIDENTIAL AND PROPRIETARY INFORMATION**

(a) In performing the Work, Consultant may be exposed to the confidential and/or proprietary information of the Company and others. Consultant will hold in confidence and refrain from using or disclosing to any third party, without the Company's prior written consent, any information relating to the Company's business, financials, taxes, products, processes and/ technology that the Company may furnish to Consultant or that may be developed in the course of or in connection with Consultant's performing the Work. Consultant's obligations of confidentiality and non-use under this paragraph will survive the termination of this Agreement and remain in effect following the expiration of the Term.

(b) All memoranda, papers, letters, notes, notebooks and all copies thereof in any way relating to the business or affairs of the Company and provided to Consultant in connection with Consultant's performing the Work will be held by Consultant as the Company's property and upon request by the Company at any time shall be immediately returned by Consultant to the Company. Any work product created by the Consultant in the performance of his work hereunder and/or produced with any information of the Company shall be considered a work for hire and shall belong exclusively to the Company without any additional compensation due to Consultant.

7. **FORCE MAJEURE**

Neither Consultant nor the Company will be considered in default of this Agreement to the extent that any delay or failure in the performance of its obligations results, without its fault or negligence, from any cause beyond its reasonable control, such as Acts of

God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lockouts.

8. **[RESERVED]**

9. **INDEPENDENT CONTRACTOR**

Consultant's relationship with the Company will be that of an independent contractor. Nothing in this Agreement is to be construed as designating Consultant an agent or employee of the Company. As an independent contractor, the Consultant will be solely responsible for paying any taxes due on amounts paid by the Company to Consultant hereunder (other than taxes required by law to be paid by the Company) and Consultant hereby indemnifies the Company for any liability for such taxes and/or the Consultant's failure to pay such taxes. Consultant agrees that Consultant will not be entitled to medical or dental insurance pursuant to this Agreement or any other benefits or compensation except as specifically set forth in this Agreement.

10. **NOTICE**

Any notice that may be given, or is required to be given, under this Agreement, will be in writing and will be delivered personally or sent by telecopy or by certified mail, postage prepaid, return receipt requested and addressed.

If to the Company:

Element Solutions Inc
500 South Pointe Drive, Suite 200
Miami Beach, FL 333139
Attn: General Counsel

If to Consultant:

Richard Fricke
362 Pennfield Road
Fairfield, CT 06824

11. **ASSIGNMENT**

Rights under this Agreement may not be assigned, and obligations under this Agreement may not be delegated, in whole or in part, by either Consultant or the Company without the prior written consent of the other party.

12. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Company and Consultant on the subject matter of Consultant's performing consulting work for the Company. The Agreement may not be extended or otherwise changed except by means of a separate written document, signed by both the Company and Consultant, that expressly refers to this Agreement. However, nothing in this Agreement shall be construed as affecting any prior agreements between the Consultant and the Company.

13. **GOVERNING LAW**

The validity, interpretation and performance of this Agreement will be governed by the laws of the State of Connecticut, without regard to its conflict of law's provisions. The parties hereby expressly and irrevocably submit to the jurisdiction and venue of the state and Federal courts located in the State of Connecticut.

14. **ANTI-CORRUPTION**

(a) Consultant acknowledges receipt of a copy of the Foreign Corrupt Practices Act/Anti-Corruption Policy (the "Policy") of the Company and its Parent Company and agrees that Consultant and any person or entity employed or retained by it or on its behalf (a "Representative") (i) will fully comply with the Policy and all applicable anti-corruption laws ("Applicable Laws"), including without limitation the US Foreign Corrupt Practices Act; (ii) will not pay, offer, or promise to pay, or authorize the payment, directly or indirectly, of any monies or anything of value to any governmental official, government employee, political party, or candidate for political office for the purpose of influencing any act or decision of such person or of the government to obtain or retain business, direct business to another person, or otherwise gain an improper advantage; and (iii) will not, pay, offer, or promise to pay, or authorize the payment, directly or indirectly, of any monies or anything of value to any private individual that could reasonably be expected to cause the recipient to violate his or her duty of loyalty or trust.

(b) Except as previously disclosed in writing, neither Consultant nor any Representative is an official of any government or related by blood or marriage to any governmental official. Consultant will not hire an agent, subcontractor, or Consultant who will be expected to provide services to the Company or any of its affiliated companies without the Company's prior written consent.

(c) Consultant will maintain reasonably detailed books and records and accounting controls to accurately and fairly reflect all payments made and other actions taken in connection with this Agreement.

(d) The Company may audit Consultant's books and records related to this Agreement and conduct other reviews to the extent necessary to verify compliance with the Policy and Applicable Laws. Consultant and its Representatives will fully cooperate with the Company's personnel and outside advisors in connection with that effort. If that effort uncovers any noncompliance, Consultant will immediately reimburse the Company for the cost of such audit or review and take all necessary corrective action to remedy the situation.

(e) Consultant will immediately advise the Company in writing if Consultant learns of, has reason to know of, or suspects any violation of the Policy or any Applicable Laws involving the Company, any of the Company's affiliated companies, or the actions of Consultant or its Representatives in connection with this Agreement. If Consultant or any of its Representatives violates the Policy or any Applicable Laws, if any statement in this Section 14 is untrue, or if Consultant fails to perform any of its obligations under this Section 14: (i) the Company or any of its affiliated companies may immediately terminate this Agreement without further obligation or liability whatsoever, including without limitation any obligation to pay any fees or other compensation to Consultant hereunder.

In Witness Whereof, the Company and Consultant execute this Agreement.

ELEMENT SOLUTIONS INC: Consultant: RICHARD FRICKE

By: _____ By: _____

Title: _____

Date: _____ Date: _____

Exhibit 31.1

Certification of Principal Executive Officer
Pursuant to Section 302 of Sarbanes-Oxley Act of 2002

I, Benjamin Gliklich, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Element Solutions Inc;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 22, 2026

/s/ Benjamin Gliklich

Benjamin Gliklich
Chief Executive Officer

Exhibit 31.2

Certification of Principal Financial Officer
Pursuant to Section 302 of Sarbanes-Oxley Act of 2002

I, Carey J. Dorman, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Element Solutions Inc;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 22, 2026

/s/ Carey J. Dorman

Carey J. Dorman
President and Chief Financial Officer

Exhibit 32.1

CERTIFICATION
OF
CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

I, Benjamin Gliklich, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report of Element Solutions Inc on Form 10-Q for the fiscal quarter ended September 30, 2026 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that the information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of Element Solutions Inc.

Date:	October 22, 2026
By:	/s/ Benjamin Gliklich
Name:	Benjamin Gliklich
Title:	Chief Executive Officer

I, Carey J. Dorman, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Quarterly Report of Element Solutions Inc on Form 10-Q for the fiscal quarter ended September 30, 2026 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and that the information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of Element Solutions Inc.

Date:	October 22, 2026
By:	/s/ Carey J. Dorman
Name:	Carey J. Dorman
Title:	President and Chief Financial Officer