

General Terms and Conditions of Purchase

1. GENERAL

These General Terms and Conditions of Purchase (the "Terms and Conditions") apply to all orders and confirmation of orders for, and the subsequent purchase of goods (the "Goods") and/or services (the "Services") by AkzoNobel ("AkzoNobel") from the supplier (the "Supplier"). The signing or (tacit) acceptance of any documents to which other terms and conditions have been declared applicable by AkzoNobel, will not be deemed to imply acceptance of those terms and conditions. In case Supplier and AkzoNobel have entered into a master agreement and in case there is any conflict/inconsistency or discrepancy between the Purchase Order or Terms and Conditions and the master agreement, then unless otherwise expressly provided, the master agreement shall supersede and prevail.

2. PURCHASE AND DELIVERY OF GOODS OR SERVICES.

Supplier agrees to supply and deliver the Goods to AkzoNobel and to perform the Services, as applicable, on the terms set out herein. Delivery will take place in accordance with the delivery date and delivery point as specified in the relevant Purchase Order, on "Delivery Duty Paid" (D.D.P.) or other basis under the ICC Incoterms 2020 or any later version thereof applicable at the time of ordering. Time of delivery will be of essence.

No change of the delivery date(s) or point shall be binding on AkzoNobel unless AkzoNobel has agreed to the same in writing. If delivery is late or delayed, AkzoNobel reserves the right to reject the Goods and/or Services, procure the same elsewhere and hold the Supplier accountable for all costs, losses, damages and expenses incurred by AkzoNobel. In the event of shortage in the delivered Goods, if AkzoNobel accepts the delivery an adjustment shall be made to the purchase price for the shortage. In no event will AkzoNobel be required to pay for any quantity of Goods or quality of Services in excess of what it had ordered.

3. PURCHASE ORDERS.

Goods and/or Services shall be purchased under these Terms and Conditions in accordance with the purchase orders placed by AkzoNobel from time to time at AkzoNobel's discretion (each a "Purchase Order"). Notwithstanding the quantity, AkzoNobel shall not be obliged to purchase any goods or services other than the quantities of Goods and/or Services covered by the Purchase Order(s). Each Purchase Order shall specify the quantity of Goods or Services ordered by AkzoNobel, AkzoNobel's receiving location(s) and the date(s) AkzoNobel requires delivery of the Goods and/or Services at AkzoNobel's receiving location(s). Purchase Orders may, at AkzoNobel's discretion, also specify marking instructions, packaging, method of shipment, routing instructions or other special requirements. Each Purchase Order shall be deemed accepted by Supplier unless Supplier notifies AkzoNobel in writing within twenty-four hours that Supplier rejects the Purchase Order. AkzoNobel may, by written notice given prior to shipment of the Goods and/or Services covered by a Purchase Order, cancel or make changes to the Purchase Order. If any such change fails to conform to these Terms and Conditions, Supplier shall immediately notify AkzoNobel; otherwise, the change will be deemed accepted by Supplier.

4. PRICE.

Unless AkzoNobel and Supplier agree otherwise in writing instead or are subject to such an agreement on their behalf, the price for the Goods and/or Services shall be as set forth in the Purchase Order. The price shall include all applicable VAT, purchase, use and other taxes. Supplier shall pay, or if AkzoNobel makes payment shall promptly reimburse AkzoNobel for, all such taxes. Supplier warrants that the prices charged to AkzoNobel are Supplier's lowest prices for the Goods and/or Services. If Supplier offer to sell, or sells, any Goods and/or Services to a third party during the duration of the Purchase Order, at a lower price than the price charged to AkzoNobel, Supplier shall promptly reduce its price for such Goods and/or Services to AkzoNobel to match such lower price. For the duration of the Purchase Order a third party offers to sell similar Goods and/or Services to AkzoNobel at a price that is lower than the price charged by Supplier under the Purchase Order, upon demand from AkzoNobel Supplier shall either reduce its price for the Goods and/or Services to match such lower price or permit AkzoNobel (at its discretion) to purchase such lower priced Goods and/or Services and reduce its purchases from Supplier under the Purchase Order without liability to Supplier.

Price increases or charges not expressly set out in the Purchase Order shall not be effective unless agreed to in advance in writing by AkzoNobel. Supplier will issue all invoices on a timely basis. All invoices delivered by Supplier must meet AkzoNobel's requirements, and at a minimum shall reference the applicable Purchase Order. Unless otherwise stated in the Purchase Order, payment of the undisputed portion of properly rendered invoices due on the fourth business day of the next month following 90 days upon date of invoice. Invoices for Goods shall not issue prior to the date the Goods are delivered to AkzoNobel's delivery location. AkzoNobel shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of the Purchase Order nor shall any interest be charged on such amounts. Notwithstanding the foregoing, AkzoNobel agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein.

5. RISK OF LOSS AND TITLE.

Risk of loss will pass to AkzoNobel on the delivery point stated in the Purchase Order in accordance with the mutually agreed Incoterm hereunder. Title to the Goods and/or Services will pass to AkzoNobel at the time risk of loss passes to AkzoNobel hereunder.

6. WARRANTY AGAINST INFRINGEMENT.

Supplier warrants that the Goods and/or Services, the purchase of the Goods and/or Services, and the typical uses of the Goods (and, if different and known to Supplier, AkzoNobel's specific use of the Goods), either alone or in combination with other materials, does not and will not infringe or contribute to the infringement of any patent, trademark, copyright or other intellectual property right.

7. GOODS WARRANTIES.

Supplier warrants that at the time they are delivered to AkzoNobel's receiving facility and for their shelf life (or for Goods not having a shelf life for a reasonable period after delivery taking into account the nature of the Goods), the Goods shall: (i) conform to the Specifications; (ii) except to the extent conflicting with the Specifications (in which case the Specifications shall control) conform to all samples or descriptions provided to AkzoNobel; (iii) be free from defects in materials and workmanship; (iv) be merchantable; and (v) if Supplier has knowledge of AkzoNobel's intended use, be fit for such use. Supplier further warrants that the Good shall be properly packaged and labelled and that the Goods shall be free and clear of all liens and encumbrances and that Supplier shall transfer to AkzoNobel, at the time title to the Goods passes, good and marketable title to same. The warranties by Supplier set forth herein shall survive any inspection, testing, delivery or acceptance of, or payment by AkzoNobel for, the Goods.

8. SERVICES WARRANTIES.

Supplier shall perform all Services by exercising that degree of skill, diligence, care, which would be expected from a professional service provider; and in accordance with all Specifications of the AkzoNobel's policies, guidelines and codes of conduct applicable to Supplier.

The Supplier undertakes that while providing the Services he will use only personnel with the skills, training, expertise, and qualifications necessary to carry out such Services. AkzoNobel reserves the right to object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of AkzoNobel, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of AkzoNobel.

9. COMPLIANCE WITH LAWS, RESPONSIBLE CARE®.

Supplier shall comply with, and Supplier represents and warrants that all Goods delivered to AkzoNobel are in compliance with, and were manufactured, packaged, labelled, shipped and sold in compliance with, the requirements of the Responsible Care® Global Charter and all applicable laws. Without limiting the generality of the foregoing, Supplier shall at all times comply with the AkzoNobel Business Partner Code of Conduct as published at the date of ordering on www.akzonobel.com, all applicable laws, rules, regulations and statutory requirements that from time to time come into force that relate to labor and employment, safety, the environment, competition, anti-corruption and bribery and export controls and sanctions. Supplier, at its own expense, shall obtain and maintain all certifications, authorizations, licenses and permits necessary to conduct its business and perform its obligations under the Purchase Order.

COMPLIANCE WITH REACH POST-BREXIT: It is a material condition that all deliveries to AkzoNobel under the Purchase Order must comply with (i) the EU REACH regulation (EC 1907/2006), and where Supplier is not the EU-27 manufacturer or importer Supplier is obliged to ensure that all substances delivered are registered by another actor in the supply chain based in the EU; and (ii) the draft UK-REACH regulations as set out in the Draft Statutory Instrument 2019 No. 000 (currently titled the REACH etc. (Amendment etc.) (EU Exit) Regulations 2019) should they be enacted and brought into force, or any other alternate UK Instrument or legislation in force in the UK which may apply to the goods stated on this purchase order, and Supplier shall ensure at no cost to us that the substances of the goods will be timely notified to, and registered with, the appropriate UK Authorities as prescribed by such Instruments or legislation, and that the goods further will be in accordance with the requirements of any such Instruments or legislation.

10. INSPECTION AND REJECTION.

The Goods and/or Services (as applicable) are subject, at AkzoNobel's discretion, to inspection and testing by AkzoNobel before or after delivery. AkzoNobel's inspection, receipt and payment for Goods and/or Services shall not be deemed acceptance thereof by AkzoNobel. At its sole discretion, AkzoNobel may retain or reject non-conforming Goods. In the case of rejected Goods, AkzoNobel may, at Supplier's risk and expense, ship the Goods to Supplier and Supplier shall accept their return and, at AkzoNobel's option, Supplier shall (i) refund the purchase price (or if the price has not been paid issue a credit for the purchase price) of the Goods or (ii) promptly provide replacement conforming Goods. In the case AkzoNobel elects to retain non-conforming Goods, Supplier shall issue a partial refund or credit of the purchase price to AkzoNobel, as determined by good faith negotiations between the parties. Whether non-conforming Goods are retained or rejected, Supplier shall, promptly following AkzoNobel's demand, reimburse AkzoNobel for all costs, losses, damages, and expenses incurred by AkzoNobel with respect to such Goods. Any right exercised by AkzoNobel hereunder shall not be in limitation of any rights which AkzoNobel may have under these Terms and Conditions or under applicable law.

In the case of rejected Services, Supplier shall (i) refund the purchase price (or if the price has not been paid issue a credit for the purchase price) of the Services or (ii) promptly provide services to replace the non-conforming ones at no additional cost.

11. SUPPLIER'S INDEMNITY.

Supplier shall fully defend, indemnify and hold harmless AkzoNobel and its affiliates, and their respective, officers, directors, employees, successors, assigns, contractors, customers, distributors, resellers, agents and representatives (the "Indemnified Parties") from and against any and all claims, lawsuits, damages, costs, losses, fines, penalties, legal fees and expenses ("Claims") resulting from or arising out of Supplier's negligence or breach of the Purchase Order and these Terms and Conditions (including without limitation any warranty) or any defects in the Goods or non-conformity of the Services.

12. **SET OFF.** AkzoNobel may set off any loss, damage, liability or claim that AkzoNobel or any of its affiliates may have against Supplier against any performance or payment due to Supplier under the Purchase Order.
13. **REMEDIES.** The remedies reserved herein by AkzoNobel are cumulative and are in addition to any other or further remedies provided in law or equity. No waiver of any breach by AkzoNobel or any delay by AkzoNobel in the enforcement of any Purchase Order or any provision of these Terms and Conditions shall constitute a waiver of any other prior, concurrent or subsequent breach of the same or any other provision of the Purchase Order or these Terms and Conditions.
14. **SAFETY.** If any of Supplier's employees, agents, or representatives ("Supplier Personnel") enter upon AkzoNobel's premises Supplier shall ensure that such Supplier Personnel abide by and follow all applicable laws and all health, safety, and other rules and regulations established by AkzoNobel. Supplier shall be fully responsible for the conduct of Supplier Personnel while on AkzoNobel's premises. Supplier shall fully indemnify and hold harmless the Indemnified Parties from all Claims resulting from or arising out of any bodily injury or death to any of Supplier Personnel sustained upon AkzoNobel premises.
15. **LIMITATION OF LIABILITY.** Except for damages that are the result of the gross negligence or willful misconduct of a party, in no event will AkzoNobel be liable to Supplier or any other person for any indirect, incidental, consequential, or punitive damages, including any lost profits, data, goodwill, or business opportunity for any matter relating to the Purchase Order or these Terms and Conditions.
16. **FORCE MAJEURE, ALLOCATION.** Neither Party will be liable in any respect for failure to perform its obligations under the Purchase Order if prevented by war (declared or undeclared), national emergency, fire, flood, windstorm or other act of God, order or act of any government, whether foreign, national or local, whether valid or invalid, or any other cause of like or different kind beyond the control of the affected Party (each a "Force Majeure"). During any period of shortage due to a Force Majeure, Supplier shall allocate its available supply of Goods such that, on a percentage basis, the reduction in the quantity of Goods available for AkzoNobel is no greater than the overall reduction in Goods available for sale by Supplier. In the event that the duration of a Force Majeure exceeds sixty (60) days or is reasonably expected to exceed sixty (60) days, AkzoNobel may terminate the Purchase Order, without liability, by giving written notice of termination to Supplier.
17. **CONFIDENTIALITY.** All data or information obtained by Supplier from or concerning AkzoNobel, whether obtained verbally, in writing or otherwise shall be and shall remain the property of AkzoNobel. Supplier shall not disclose said information to any third party, shall use said information solely for the purpose of performing these Terms and Conditions and shall make said information available only to such of its personnel as have a need to know said information for said purpose. Supplier shall not disclose or refer to any part of the Purchase Order in any external communication or in any publication without the prior written consent of AkzoNobel. Neither Supplier nor any of its affiliates shall in any way use or cause to be used the name or mark AkzoNobel, or any AkzoNobel logo or trademark or any mark or name resembling them for any purpose including but not limited to advertisements, sales promotion materials or publications of any kind without the prior written consent of AkzoNobel. Supplier shall not advertise or publish that Supplier does business with AkzoNobel without the prior written consent of AkzoNobel.
18. **TERMINATION.** Notwithstanding the duration of the Purchase Order, AkzoNobel may cancel the Purchase Order upon written notice to Supplier with immediate effect if (i) there is a change in the management, ownership or control of Supplier; (ii) Supplier commits a material breach of the Purchase Order or these Terms and Conditions or (iii) Supplier enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purposes only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding-up of Supplier or for the granting of an administration order in respect of Supplier, or if Supplier suffers any event or step analogous to the steps and events set out in the foregoing in any jurisdiction. No cancellation will relieve Supplier of any breach of the Purchase Order.
19. **ASSIGNMENT AND SUBCONTRACTING.** Supplier may not delegate, assign, transfer, grant any security interest over, hold on trust or deal in any other manner with the benefit of all or any part of the Purchase Order, nor sub-contract or novate any or all of its obligations under the Purchase Order without prior written consent from AkzoNobel. AkzoNobel may assign, transfer, hold on trust or deal in any other manner with the benefit of all or any part of the Purchase Order, or sub-contract or novate any or all of its obligations under the Purchase Order without Supplier's consent.
20. **NO THIRD PARTY BENEFICIARIES.** Nothing in the Purchase Order and these Terms and Conditions will confer any benefit or right upon any third party except for the Parties' successors or permitted assignees.
21. **RELATIONSHIP OF THE PARTIES.** Nothing in the Purchase Order and Terms and Conditions and no action taken by the Parties under the Purchase Order and Terms and Conditions will constitute a partnership, joint venture or agency relationship between the Parties.
22. **COUNTERPARTS.** These Terms and Conditions may be executed in any number of counterparts, and by the Parties on separate counterparts, but will not be effective until each Party has executed at least one counterpart. Each counterpart will constitute an original of these Terms and Conditions, but all the counterparts together will constitute but one and the same contract.
23. **COSTS AND EXPENSES.** Each Party will pay its own costs relating to the negotiation, preparation, execution and performance of these Terms and Conditions.
24. **ENTIRE AGREEMENT.** Without prejudice to Clause 1 above, The Parties may use Purchase Orders, releases, acknowledgements or other forms in connection with the purchase of Goods and/or Services under these Terms and Conditions. Each Party acknowledges that, in entering into these Terms and Conditions, it has not relied on any statement, representation, warranty or contract of the other Party other than as expressly contained in these Terms and Conditions.
25. **AMENDMENTS.** Any amendment of or variation to these Terms and Conditions must be in writing and signed by authorized representative(s) of both Parties.
26. **WAIVER.** No failure or delay by either Party in exercising any right or remedy provided under these Terms and Conditions or by law will constitute a waiver of that or any other right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of it or the exercise of any other right or remedy. No waiver under these Terms and Conditions is effective unless it is in writing and signed by authorized representative(s) of both Parties.
27. **SEVERABILITY.** If any provision in the Purchase Order or Terms and Conditions, for any reason, is invalid, illegal or unenforceable, in whole or in part, in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision of these Terms and Conditions or invalidate or render unenforceable such provision in any other jurisdiction. Upon a determination that any provision is invalid, illegal or unenforceable, the Parties will negotiate in good faith to modify these Terms and Conditions to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated herein are consummated as originally contemplated to the greatest extent possible.
28. **NOTICES.** All notices provided in connection with these Terms and Conditions will be in writing and will be deemed to have been given (a) when delivered by hand; (b) when delivered if sent by an internationally recognized commercial courier; (c) on the third (3rd) day after the first post-mark of the sender's postal service if sent by first class mail, postage prepaid (return receipt requested, if available). The notices must be sent to the respective Parties at the address of the contact person set forth in the "Description of the Parties" (or at such other address for a Party as will be specified in a notice given in accordance with this Section).
29. **HEADINGS.** All headings and titles in these Terms and Conditions are inserted for convenience only and are not a part of these Terms and Conditions and will not affect the interpretation of these Terms and Conditions.
30. **ANNOUNCEMENTS.** Unless otherwise required by law, a court or any governmental or regulatory authority, no announcement concerning the transaction contemplated by these Terms and Conditions or any ancillary matter will be made by either Party without the prior written consent of the other Party. In cases where an announcement is required by law, a court or any governmental or regulatory authority, the Party concerned will take all such steps as may be reasonable and practicable in the circumstances to agree to the contents of such announcement with the other Party before making such announcement.
31. **LANGUAGE.** These Terms and Conditions is drafted in the English language. If these Terms and Conditions has been translated into multiple languages, the English language text will prevail. Each notice, demand, or other communication under or in connection with these Terms and Conditions must be in English or accompanied by an English translation and certified by an officer of the Party giving notice to be accurate.
32. **INTERPRETATION.** These Terms and Conditions will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. In these Terms and Conditions: (i) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and assigns; (ii) words in the singular include the plural and vice versa; (iii) a reference to one gender includes the other gender; (iv) any reference to a "day" means a period of twenty-four (24) hours running from midnight to midnight and any reference to "business day" means a day other than a Saturday, Sunday or public holiday in the city in which the address of the AkzoNobel contact identified in these Terms and Conditions is located; and (v) any references to times of day are to the time of day in the city in which the address of the AkzoNobel contact identified in these Terms and Conditions is located.
33. **SURVIVAL.** No termination, completion, termination, expiration or cancellation of these Terms and Conditions or any Purchase Order shall terminate or extinguish any rights or remedies of AkzoNobel, including all warranties and indemnities provided by Supplier, all of which shall survive.
34. **LAW AND DISPUTE RESOLUTION.** The Purchase Order and these Terms and Conditions and all disputes arising out of or relating in any way to performance under the Purchase Order and these Terms and Conditions, including disputes involving the parent company, subsidiaries or affiliates of any party to the Purchase Order and these Terms and Conditions, will be governed by the laws of the country and, if applicable, state or province, in which AkzoNobel's address (as stated on the first page of the Purchase Order) is located, excluding always the United Nations Convention of Contracts for the International Sale of Goods and any choice of law rules that direct the application of the law of any other jurisdiction. Any dispute arising under or relating to the Purchase Order and these Terms and Conditions will be resolved in the following manner. Either party may institute the dispute resolution process by sending to the other a notice of the dispute (the "Dispute Notice"), stating the nature of the dispute and the Party's position in reasonable detail. The other Party shall, within fifteen (15) days of the date of the Dispute Notice, respond in writing (the "Dispute Response") stating the responding Party's position with respect to the dispute in reasonable detail. Within thirty (30) days of the date of the Dispute Response senior representatives of the Parties shall meet in good faith and attempt to resolve the dispute. If they are unable to resolve the dispute within sixty (60) days of the date of the Dispute Response, either

Party may bring suit in the courts (federal, national, state, provincial or local) having jurisdiction over the subject matter of the dispute that are located in the city in which AkzoNobel's address (as stated on the first page of the Purchase Order) is located. (Provided, however, that if no court having jurisdiction over the subject matter of the dispute is located in such city, suit may be brought in the court (federal, national, state, provincial or local) having jurisdiction over the subject matter of the dispute closest to such city.) Each Party consents and agrees to the jurisdiction and venue of such courts and agrees that all disputes arising out of or relating in any way to performance under the Purchase Order and these Terms and Conditions, including disputes involving the parent company, subsidiaries or affiliates of any Party to the Purchase Order and these Terms and Conditions which are not resolved by agreement of the Parties shall be resolved exclusively in such courts and those courts having appellate level review over the decisions and rulings of such courts.