

1. **DEFINITIONS AND SCOPE:** Capitalised terms used in these terms and conditions of purchase of goods and services ("**Terms and Conditions**") have the following meaning.

Agreement	the agreement that comes into effect pursuant to Clause 2 of these Terms and Conditions, which includes the terms and conditions set out below, set out in the Order and set out in any other document which is referenced in the Order.
Deliverables	deliverables of any kind, whether tangible or intangible, provided to Nouryon by Supplier in connection with or as a part of the Services.
Delivery Date	date(s) of delivery specified in the Order.
Delivery Place	place of delivery specified in the Order.
Goods	the goods sold to Nouryon by Supplier.
Nouryon	the Nouryon entity submitting the Order.
Order	the purchase order submitted by Nouryon to Supplier.
Order Conditions	the Price, the Delivery Place, the Delivery Date and other conditions, designs, descriptions, requirements, timetables, milestones and schedules set forth or referenced in the Order.
Party	Nouryon or Supplier and " Parties " both Nouryon and Supplier.
Price	price, fee, compensation and expense conditions.
Services	the services provided to Nouryon by Supplier, including the Deliverables.
Specifications	the specifications for the Goods set forth or referenced in the Order, or if no specifications are set forth or referenced in the Order, Supplier's standard specifications for the Goods.
Supplier	the seller of Goods to Nouryon and/or the contractor providing Services to Nouryon.

Except for Goods sold and/or Services provided pursuant to a separate purchase agreement between Parties in which it is explicitly stated that these Terms and Conditions do not apply, all purchases of Goods and/or Services are on the basis of these Terms and Conditions. No other terms submitted by Supplier shall apply to an Order or be binding on Nouryon.
2. **ACCEPTANCE OF ORDER:** The Agreement comes into effect two (2) business days after Nouryon submits an Order to Supplier, unless Supplier notifies Nouryon within those two (2) business days that it rejects the Order. An inquiry or a request for a quotation made by Nouryon does not constitute an Order, but is an invitation to Supplier to make an offer. In all cases Supplier's offer will be deemed based on these Terms and Conditions. In the event of any discrepancy between these Terms and Conditions and the Order, including the Order Conditions, the terms of the Order, including the Order Conditions, shall prevail. In the event of any discrepancy between these Terms and Conditions or any other document pertaining to Nouryon's purchase of Goods and/or Services from Supplier, the Terms and Conditions shall prevail. Furthermore, these Terms and Conditions shall always override Supplier's terms and conditions, or any other documentation exchanged between Nouryon and Supplier.
3. **PERFORMANCE OF SERVICES:** Supplier shall perform the Services in accordance with the Order and the Order Conditions. If this is not the case, Nouryon reserves the right to procure alternate Services from other providers and, whether or not Nouryon procures alternate Services, Nouryon will have the right to hold Supplier accountable for all costs, losses, damages and expenses incurred by Nouryon.
4. **DELIVERY OF GOODS:** Supplier will deliver the Goods in accordance with the Order and Order Conditions. Supplier shall immediately notify Nouryon of any actual or potential delivery delays. If delivery of Goods is early, delayed or not in accordance with the Order or Order Conditions, Nouryon reserves the right to reject the Goods, purchase elsewhere and hold Supplier accountable for all costs, losses, damages and expenses incurred by Nouryon. In case of shortage in the delivered Goods, an adjustment will be made to the Price, insofar Nouryon accepts the delivery. In no event will Nouryon be required to pay for any quantity of Goods delivered in excess of the quantity specified in the Order. Delivery terms, and transfer of risk of loss, shall be interpreted in accordance with the INCOTERMS 2020. Unless otherwise agreed to by Nouryon in writing, the delivery term is DAP to the ship to address specified in the Order. Nouryon will be included as notify party for shipping documents.
5. **TRANSFER OF TITLE TO GOODS AND DELIVERABLES:** Title to the Goods will transfer from Supplier to Nouryon upon Nouryon's receipt of the Goods at the Delivery Place. Title to the Deliverables will pass to Nouryon upon Nouryon's acceptance of the Deliverable.
6. **PACKAGING:** Supplier shall package and label all Goods shipped under the Order in accordance with the Order Conditions, or, if the requirements are not specified, in accordance with standard commercial practices customary for similar shipments.
7. **CHANGES:** Supplier shall not make any change or modification to the Services, Goods or Order Conditions and is not entitled to an allowance or extra payment for or on account of any conditions that were not anticipated by Supplier, unless otherwise agreed upon between Parties in writing. Nouryon may at any time by written notice given to Supplier make changes to the Services, Goods or Order Conditions (a "**Change**"). If a Change materially impacts the cost to Supplier of providing the Goods and/or Services or the time required to provide the Goods and/or Services, Supplier will make a timely request for negotiation of an adjustment of the Order Conditions. Upon written approval of Nouryon an adjustment of the Order Conditions will be made. If in the opinion of Nouryon the Parties are unable to reach agreement, Nouryon may in its sole discretion elect to withdraw the Change or terminate the Order, without any penalty, liability or compensation being due by Nouryon.
8. **QUALITY CONTROL AND CHANGE NOTIFICATION.** During the Term, Supplier shall have and maintain a documented and effective quality system to ensure consistent manufacturing of the Product, including a change control system or procedure which evaluates, approves, and document changes to the manufacturing of the Products. Supplier shall not make any changes to the manufacturing of the Product that could potentially affect the properties of the product, or that could affect the safety, quality, or regulatory compliance of the Product without Buyer's prior written approval, including, without limitation, changes to (a) the Specification, (b) the manufacturing location (c) manufacturing processes, methods, or equipment, (d) packaging components or material or packaging suppliers, (e) raw material specifications, source or supplier, (f) test and analytical methods, (g) classification and safety material data sheet of the Product. Supplier shall notify Nouryon in writing and request approval to implement the change(s) in manufacturing of the Product no later than six (6) months in advance of the proposed implementation date, providing sufficient details to allow the Buyer to assess any potential impact on the Product. If Supplier is unsure if Nouryon's approval is required, the Supplier shall consult Nouryon. If Supplier fails to comply with this section, Nouryon shall have the right to reject the Product and (i) require Supplier to deliver a conforming Product at Supplier's expense or (ii) purchase elsewhere and (iii) hold Supplier accountable for all costs, losses, damages and expenses incurred by Nouryon. Nouryon shall also have the right to terminate this Agreement without incurring liability to the Supplier.
9. **PRICE AND PAYMENT:** The Price includes all applicable VAT, sales, use and other taxes duties, tariffs, charges, levies, and other fees of any kind imposed by governmental or other authority in respect of the purchase, import, sale or other distribution of the Goods ("**Taxes and Tariffs**"), and Supplier will be responsible for the collection, remittance and payment of any such Taxes and Tariffs, unless otherwise agreed between Parties in writing. Supplier shall pay, or if Nouryon makes payment shall promptly reimburse Nouryon for, all such Taxes and Tariffs. If any Taxes and Tariffs are included in the price of the Goods, Supplier shall separately disclose their amount to Nouryon and provide reasonable supporting documentation upon request. In case a refund, rebate, drawback, credit, exclusion, reimbursement, offset, reduction or other recovery can be claimed by Supplier relating to the Taxes and Tariffs paid by Supplier in connection with the Goods, Supplier shall promptly take all necessary actions to obtain any such recovery available to it, Supplier shall keep Nouryon informed of the process and progress made, and Supplier shall issue a credit note to Nouryon for the corresponding amount. Nouryon reserves the right to recover from Supplier any such amount recovered by Supplier including by deduction, withholding or set-off against any amounts due or becoming due to Supplier under this Agreement or any other agreement between the Parties. For Goods, Supplier shall issue invoices to Nouryon upon delivery thereof on the Delivery Date at the Delivery Place. For Services, Supplier shall issue invoices to Nouryon in accordance with the Order. Supplier shall not invoice, and Nouryon shall not be responsible for the payment of any charges, fees or expenses,

including the Price, that are billed more than ninety (90) days past the date of the shipment of the relevant Goods and/or completion of the Services. If Nouryon disputes any part of an invoice, Nouryon is not obliged to pay for the disputed part of the invoice and, upon Nouryon's request, Supplier shall reissue the invoice to include only the undisputed part.

10. **WARRANTIES:**

(a) Supplier warrants that the Goods will 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): (i) conform to the Specifications; (ii) conform to all samples or descriptions provided to Nouryon; (iii) be free from defects in materials, workmanship and design; (iv) be merchantable and fit for their intended purpose or for their intended use and (v) be free of contaminants.

(b) Supplier warrants that the Services will: (i) be performed in a good and workmanlike manner, exercising the knowledge, skill and care of a person or persons expert in the performance of similar services but in no event less than a reasonable level of knowledge, skill and care and using competent and properly trained, certified, accredited, licensed, skilled and suitably experienced personnel; (ii) conform to the Order and the Order Conditions; (iii) be free from defects and (iv) be merchantable and fit for their intended purpose or for their intended use.

(c) Supplier warrants that title to all Goods and Deliverables will be good, and their transfer rightful, and that the Goods and Deliverables will be free from all security interests, claims, demands, liens and other encumbrances.

(d) Supplier warrants that the Goods and Services, the sale or resale of the Goods and Services and the typical uses of the Goods and Services (and, if different and known to Supplier, Nouryon's specific use of the Goods and Services), either alone or in combination with other services, equipment or materials does not and will not infringe or contribute to the infringement of any patent, trademark, copyright or other intellectual property right of any third party.

(e) The warranties by Supplier set forth in this Agreement will survive any inspection, testing, delivery or acceptance of, or payment by Nouryon for, the Goods and Services.

11. **INTELLECTUAL PROPERTY AND CONFIDENTIALITY:**

(a) Supplier grants to Nouryon and its affiliates and its and their successors and assigns a perpetual, transferable, royalty free license to practice in connection with the Services any and all intellectual property held by Supplier. Supplier will acquire no right, title, interest or license in any of Nouryon's or its affiliates' intellectual property.

Supplier shall use Nouryon intellectual property and intellectual property of Nouryon's affiliates solely and to the extent necessary for the performance of the Services. Supplier shall not disclose any Nouryon intellectual property to any third party. Nouryon's and its affiliates' intellectual property includes but is not limited to any and all patents, trademarks, copyrights, design rights, database rights, information and knowledge, including without limitation any processes, parameters, methods, procedures, designs, drawings, specifications, formulations, trade secrets and research and development, obtained by Supplier from or concerning Nouryon or its affiliates or developed by Supplier in the performance of the Services (including without limitation the Deliverables and all data, information and knowledge embodied in the Deliverables).

(b) All data or information obtained by Supplier from or concerning Nouryon, whether obtained verbally, in writing or otherwise is and will remain the property of Nouryon. Supplier shall not disclose said information to any third party, shall use said information solely for the purpose of performing this Agreement 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 this Agreement in any external communication or in any publication without the prior written consent of Nouryon. Supplier shall not in any way use or cause to be used the name or mark Nouryon, or any Nouryon 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, in each case without the prior written consent of Nouryon. Supplier shall not advertise or publish that Supplier does business with Nouryon without the prior written consent of Nouryon.

12. **FORCE MAJEURE:** Neither Party will be deemed to be in breach of this Agreement to the extent that non-performance is beyond a Party's reasonable control and is not caused by its fault or negligence and could not have been prevented by such Party through reasonable precautions or mitigation efforts (a "Force Majeure"), which includes

but is not limited to non-performance due to fire, flood, hurricane, earthquake, other elements of nature, epidemic, war, national emergency, terrorism, riots, rebellions, revolutions, other civil disorders, actions of military authorities or embargo. During any period of a Force Majeure, (i) Supplier shall continue to perform to the fullest extent possible and, in case of any shortage, (ii) Supplier shall allocate its available supply of Goods such that, on a percentage basis, the reduction in the quantity of Goods available for Nouryon is no greater than the overall reduction in Goods available by Supplier and (iii) Nouryon may cancel the Order without penalty, liability or compensation being due by Nouryon.

13. **COMPLIANCE:**

(a) Parties shall comply with, and Supplier represents and warrants that its performance under this Agreement is, and will remain, in compliance with all current or future applicable laws, rules, regulations and statutory requirements ("Laws"), including without limitation Laws that relate to labor and employment, safety, the environment, competition, (data) privacy, anti-corruption, bribery, anti-money laundering, export controls and economic sanctions, manufacturing, packaging, labelling, shipment and sales. Supplier, at its own expense, shall obtain and maintain all certifications, authorisations, licenses and permits necessary to conduct its business and perform its obligations under this Agreement.

(b) Supplier shall adhere to the [Nouryon Business Partner Code of Conduct](#) which Nouryon may update periodically. Supplier represents and warrants that Supplier is committed to the safe management of chemicals throughout their life cycle and contributing to sustainable development in a manner that is consistent with the commitments set forth in [The International Council of Chemical Associations' Responsible Care® Global Charter](#). Supplier represents and warrants that it does not have an undisclosed conflict of interest with Nouryon, including any ownership by a Nouryon employee, or employment of a Nouryon employee's family member.

(c) Each Party shall treat personally identifiable information of an individual provided to it by the other Party in accordance with applicable privacy Laws.

14. **INSPECTION AND REJECTION:** Nouryon may at any time, but is not obliged to, inspect and test the Goods and Services. Nouryon's inspection, receipt and payment for Goods and Services will not be deemed acceptance thereof by Nouryon. At its sole discretion, Nouryon may retain or reject non-conforming Goods and Services. In case of rejection (a) Nouryon may, at Supplier's risk and expense, ship the Goods to Supplier and Supplier shall accept their return or, with Supplier's consent, destroy the Goods and (b) Supplier shall, at Nouryon's option, (i) refund the Price or, if the Price has not been paid, (ii) issue a credit for the Price, or (iii) promptly correct the Services and/or provide replacement conforming Goods. In case Nouryon elects to retain non-conforming Goods and/or Services, Supplier shall issue a partial refund or credit of the Price to Nouryon, as determined by good faith negotiations between the Parties. In all situations, Supplier shall, promptly following Nouryon's demand, reimburse Nouryon for all costs, losses, damages, and expenses incurred by Nouryon with respect to non-conforming Goods and/or Services. Any right exercised by Nouryon hereunder will not be in limitation of any rights which Nouryon may have under this Agreement or under applicable Laws.

15. **AUDITS.** Nouryon shall have the right to, at its own expense, during Supplier's regular business hours and upon reasonable notice, conduct audits of the facilities and records of Supplier and any sub-contractor involved in manufacturing the Products. The purpose of the audits is to verify compliance with the Agreement.

16. **LIABILITY:** Supplier shall be liable to Nouryon for (direct and indirect) damages suffered by Nouryon, caused by or resulting from acts or omissions on the part of Supplier, its personnel and/or stakeholders or other third parties used by Supplier in connection with the performance of this Agreement, except when these damages are caused by gross negligence or willful intent of Nouryon.

17. **INDEMNITY:** Supplier shall fully defend, indemnify and hold harmless Nouryon and its affiliates, and each of its and their respective, officers, directors, employees, successors, assigns, contractors, customers, distributors, resuppliers, agents and representatives (the "Indemnified Parties") from and against any and all third party claims, lawsuits, damages, liabilities, deficiencies, costs, losses, fines, penalties, legal fees and expenses ("Claims") resulting from, arising out of or related to Supplier's negligence or breach of this Agreement (including without limitation any warranty) or any defects in the Services and/or Goods or

- any warranty in respect of intellectual property. Supplier shall indemnify and hold harmless the Indemnified Parties against all claims by any third parties whose services Supplier has engaged and shall reimburse all payments made by an Indemnified Party to a third party or third parties.
18. **INSURANCE:** Supplier shall effect and maintain a policy or policies of insurance with a reputable insurance company to cover the liabilities referred to in Clause 15 (*Indemnity*) and any claims under workers' compensation, safety and health and similar laws and regulations, including but not limited to a public liability insurance, product liability insurance and professional indemnity insurance, as are relevant to the Agreement in such sums as may be required by Nouryon and shall produce such policy or policies, the relevant insurance certificates and evidence of payment of the premiums therefore if so requested by the Nouryon.
 19. **SAFETY:** If any of Supplier's or any subcontractor's employees, agents, or representatives ("**Supplier Personnel**") enter upon Nouryon's premises, Supplier shall ensure that such Supplier Personnel abide by and follow all Laws and all health, safety, and other rules and regulations established by Nouryon. Supplier will be fully responsible for the conduct of Supplier Personnel while on Nouryon'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 Supplier Personnel sustained upon Nouryon's premises, unless caused by Nouryon's gross negligence or willful misconduct.
 20. **LIENS:** Supplier shall promptly pay for all labor, equipment, goods, materials, work, services and other items used in or in connection with the Services ("**Inputs**"). Supplier shall promptly, at its cost and expense, procure the waiver and release of any liens, lien rights, impositions, claims or other rights or encumbrances ("**Liens**") that are asserted against or attach to an Indemnified Party, an Indemnified Party's property or any Deliverables by reason of Supplier's actual or alleged failure to pay for any Inputs, and Supplier shall defend, indemnify and hold the Indemnified Parties harmless from any and all Claims incidental thereto. An Indemnified Party may pay to any third party any claimed indebtedness for Inputs and deduct the amounts paid from any amounts due or becoming due to Supplier or demand reimbursement of the same from Supplier and in such event Supplier shall forthwith and without deduction reimburse the Indemnified Party for the same. In case of Inputs, Nouryon is not obliged to pay for the invoice which relates to the Services involving those Inputs, unless Supplier first provides Nouryon with waivers against Liens, both from itself and all subcontractors and suppliers of materials and equipment used for those Inputs.
 21. **ASSIGNMENT AND SUBCONTRACTING:**
 - (a) Supplier may not 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 this Agreement, or novate any or all of its obligations under the Agreement without Nouryon's consent (not to be unreasonably withheld).
 - (b) Supplier shall not engage a third party (by subcontracting or otherwise) to carry out any part of this Agreement without prior written consent from Nouryon. In case Nouryon gives its consent, this does not release Supplier from any obligation or liability under this Agreement. Supplier shall ensure that all basic requirements of quality assurance are fulfilled by its subcontractors.
 - (c) Nouryon may 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 this Agreement, or sub-contract or novate any or all of its obligations under the Agreement without Buyer's consent.
 22. **TERMINATION:**
 - (a) In case Supplier does not (timely or properly) perform its obligations under the Agreement, Supplier shall automatically be in default without any notice of default being required, and Nouryon is entitled to, without prejudice to any other rights or remedies Nouryon may have and without having to pay any compensation, rescind this Agreement in whole or in part, terminate this Agreement with immediate effect or suspend the performance of its obligations under the Agreement. (b) Each Party is entitled to terminate this Agreement in whole or in part with immediate effect if the other Party (i) decides to dissolve the legal entity or company, (ii) applies for or is subject to insolvency proceedings (whether or not temporarily), (iii) becomes insolvent, or (iv) is in a situation of Force Majeure for more than 30 days.
 - (c) Nouryon is entitled to terminate this Agreement in whole or in part with immediate effect if (i) Nouryon, in its sole discretion, determines that economic sanctions or export controls prohibit or create risk for it to continue under the Agreement or believes that continuing with the Agreement will put Nouryon at risk of violating anti-corruption or bribery laws, ii) Taxes and Tariffs are enacted, implemented or increased directly or indirectly increasing the costs for purchasing, delivering or storing of the Goods, occurring between the order confirmation date and the agreed date of delivery, (iii) Supplier merges, splits or in any way ceases or transfers (part of) its business or (iv) any event or circumstance occurs that, in the opinion of Nouryon, will or may adversely affect Suppliers ability to comply with this Agreement and its legal obligations.
 - (d) In the event of termination by Nouryon in accordance with this Agreement, Nouryon shall not be liable to pay Supplier compensation for the performances that have not been carried out by Supplier and Supplier shall not be entitled to any compensation in relation to the premature termination of this Agreement.
 23. **COSTS AND EXPENSES:** Each Party shall pay its own costs relating to the negotiation, preparation, execution and performance of this Agreement.
 24. **REMEDIES:** The remedies reserved herein by Nouryon are cumulative and are in addition to any other or further remedies provided in law or equity. No waiver of any breach by Nouryon or any delay by Nouryon in the enforcement of this Agreement will constitute a waiver of any other prior, concurrent or subsequent breach of the same or any other provision of this Agreement. Nouryon may set off any loss, damage, liability or claim that Nouryon or any of its affiliates may have against Supplier against any performance or payment due to Supplier, whether under this Agreement or otherwise. If Supplier has any claim against Nouryon or any of its affiliates, it cannot set off such claim against any performance or payment due to Nouryon or any of its affiliates, whether under this Agreement or otherwise, and/or suspend such performance or payment.
 25. **VALIDITY AND ENFORCEABILITY:** If any part of the Agreement is found to be invalid, nullifiable or unenforceable for any reason, the rest of the Agreement will remain valid and enforceable. All warranties and indemnities will survive the termination or completion of the Agreement.
 26. **LANGUAGE:** These Terms and Conditions are written in English and may be accompanied by translations of other languages. In case of any discrepancies between the different language versions, the English version shall prevail.
 27. **LAW AND DISPUTE RESOLUTION:** The Agreement and all disputes between Parties are governed by the Laws of the country and, if applicable, state or province, in which Nouryon's address is located, excluding the United Nations Convention on Contracts for the International Sale of Goods and any choice of law rules that direct the application of the Laws of any other jurisdiction. Any dispute will be resolved exclusively in the courts having jurisdiction over the subject matter of the dispute located in the city in which Nouryon's address is located. Each Party consents and agrees to the jurisdiction and venue of such courts.