HUNTSMAN GENERAL PURCHASING TERMS AND CONDITIONS FOR GOODS

1 General

1.1 Except as otherwise agreed in writing by the Parties, these General Purchasing Terms and Conditions shall apply to and form part of any and all purchasing contracts, agreements, purchase orders or any other purchasing relationships no matter orally or in writing (collectively referred to as the "Contract") between Huntsman and Seller. In the event of any conflict between these General Terms and Conditions, the goods and the derivative services or works (collectively referred to as the "Goods").

1.2 The Contract and these General Purchasing Terms and Conditions constitute the entire agreement between Seller and Huntsman relating to the sale of the Goods and all the terms of the Contract shall be subject to and governed by the terms, conditions and limitations set forth herein. If any term of the Contract is found to be invalid or unenforceable, the remaining terms, conditions and limitations will remain in full force and effect.

1.3 All capitalized terms used in these General Purchasing Terms and Conditions shall have the meaning specified for such terms in the Contract or Article 17 ("Definitions") of these General Purchasing Terms and Conditions.

2 Conclusion of Contracts

2.1 Huntsman’s request for quotation shall not constitute or be interpreted as Huntsman’s commitment or undertaking to purchase the Goods from Seller.

2.2 An offer of Seller, including a quotation for any part thereof, cannot be revoked or cancelled by Seller once accepted by Huntsman via phone call (or other means appear to be impracticable in urgent cases) or e-mail, fax or other means unless otherwise agreed between Seller and Huntsman.

2.3 Unless otherwise agreed in the Contract, the prices specified in the Contract and/or purchase order of Huntsman shall be inclusive of any and all cost, expenses and duties now existing or hereafter enacted and/or seizure. Huntsman is at all times entitled to take away the Goods which are owned by it or to have such Goods taken away from the place where these Goods are located. Huntsman hereby irrevocably authorizes Huntsman to enter the premises used by Seller in connection therewith without the need for prior notice.

3 Price and Payment

3.1 The prices for Goods, the manner for payment, place of payment and currency shall be laid down in the Contract and/or purchase order of Huntsman and Huntsman shall pay for the Goods no later than at the time stated in the Contract and/or purchase order of Huntsman. Non-acceptance of the respective amount by Huntsman shall entitle Seller to suspend performance under the Contract and/or under these General Purchasing Terms and Conditions, at its discretion: (i) agree with Seller to a grace period for the delivery of the Goods at Seller’s sole risk and expense; (ii) demand price reduction for the Goods that could reasonably have been detected; (iii) notify all undelivered binding orders given by Huntsman in whole or in part at no compensation in any form to Seller, and demand Seller to reimburse to Huntsman the prepaid price of all undelivered Goods; and (iv) if a purchase order is subject to an advance payment, Seller undertakes to compensate Huntsman for all losses, damages and expenses reasonably incurred or suffered as a result of the delay and/or the annulment of the Contract.

4 Delivery

4.1 Deliveries of Goods are to be made both in quantities and at the time and place specified by Huntsman. Huntsman will have no obligation to accept or notify liability to pay for partial, excessive, early or late deliveries. Non-conforming Goods shall, if so requested by Huntsman, be repacked at Seller’s sole cost and expense. If Seller fails to deliver the Goods at the time specified by Huntsman, it shall be deemed to be in default without further notice. In such case, Huntsman may, without prejudice to any other rights and remedies afforded to Seller under the Contract or these General Purchasing Terms and Conditions, at its discretion: (i) agree with Seller to a grace period for the delivery of the Goods at Seller’s sole risk and expense; (ii) demand price reduction for the Goods that could reasonably have been detected; (iii) notify all undelivered binding orders given by Huntsman in whole or in part at no compensation in any form to Seller, and demand Seller to reimburse to Huntsman the prepaid price of all undelivered Goods; and (iv) if a purchase order is subject to an advance payment, Seller undertakes to compensate Huntsman for all losses, damages and expenses reasonably incurred or suffered as a result of the delay and/or the annulment of the Contract.

4.2 If Seller fails to deliver the Goods in accordance with the Contract, or if Seller delivers an amount equal to zero plus one percent (0.1%) of the purchase price of the delayed Goods for each day that the Goods are delayed to cover additional costs incurred by Huntsman as a result of the delay. Payment of this amount does not exclude any compensation for other losses, costs and expenses resulting from the delay, to the extent that such damages, losses, costs and expenses exceed the amount paid by Seller to Huntsman.

4.3 If, in the case of delivery of goods by Seller, Seller fails to deliver on time to be determined by Huntsman; or (d) demand price reduction for the Goods. Seller also undertakes to pay Huntsman compensation for any damages suffered as a result of a defect in the Goods.
delay or if Seller fails to supplement, repair or replace the Goods without the reasonable delay or if Seller fails to supplement, repair or replace the Goods within the reasonable delay.

8.5 Delivered Goods found defective by Huntsman may at all times be returned by Huntsman for the account and risk of Seller.

8.6 Neither delivery nor acceptance by Huntsman relating to the defective delivery shall be reimbursed immediately by Seller without prejudice to any other rights of Huntsman for other losses arising from such defective Goods.

8.7 Huntsman’s payment for the Goods shall not be construed as a waiver of its rights in connection with the General Purchasing Terms and Conditions.

9 Indemnification to Huntsman

9.1 Seller shall fully indemnify and hold Huntsman harmless from any losses, damages, injuries, liabilities, costs, expenses, lawsuits, penalties, fines, interest, or taxes etc. Huntsman may incur, be found liable for or be required to pay which directly or indirectly arise out of or are related to the defect in the delivery of the Goods by Seller.

10 Infringement of Intellectual Property Rights

10.1 Seller hereby agrees that upon delivery the Goods, Huntsman acquires the right to a non-exclusive, world-wide, royalty free, perpetual use of such Intellectual Property Rights as they relate to Huntsman’s use, possession, sale or distribution of the Goods.

10.2 Seller represents and warrants to Huntsman that the Goods shall not infringe upon any third party intellectual property rights such as patents, trademarks, copyrights and models and undertakes to indemnify Huntsman against any and all claims, losses, damages, costs and expenses suffered by Huntsman in relation thereto.

11 Confidentiality & Data Protection

11.1 Drawings, sketches, calculations, formulas, preparation methods, studies, models, moulds, dies and other such information and tools (hereinafter collectively referred to as the “Materials”) made available to Seller by Huntsman or produced or developed by Seller on the instructions of Huntsman, are or shall become the property of Huntsman. Seller will not apply for patents for the Materials. Seller undertakes to ensure that such Materials are kept separate and are not disclosed to any third party without Huntsman’s prior written consent.

11.2 Seller undertakes to maintain complete confidentiality regarding the Materials and not to disclose any such information, knowledge or documents obtained from Huntsman to any third party or any publication companies or any information otherwise known to him in connection with the entering into and performance of the Contract (the “Confidential Information”) and undertakes to use and disclose the Confidential Information for the performance of the Contract. Seller undertakes to impose the same obligations on any employees and third parties which obtain Confidential Information as required for the performance of the Contract and will require such employees and third parties to keep such obligations in confidence. Additional terms contained in any applicable confidentiality or non-disclosure agreement entered into between Seller and Huntsman shall also apply and extend to the Confidential Information.

11.3 Seller shall not be entitled to use Huntsman as a reference for marketing or commercial purposes without the prior written consent of Huntsman.

11.4 Seller shall comply with applicable data protection legislation when Processing Personal Data in the course of performing its obligations under the Contract and these General Purchasing Terms and Conditions.

11.5 If, and to the extent that Seller Processes Personal Data as a Data Processor on behalf of Huntsman, and a data transfer agreement that complies with the EU GDPR does not exist, these terms shall apply to the Parties agree to comply with similar data protection legislation when Processing Personal Data as a Data Processor on behalf of Huntsman unless otherwise required to act in accordance with such such institutions; b) must ensure that employees Processing the Personal Data have committed themselves to confidentiality; c) must take appropriate measures to ensure that the protection of the Personal Data is provided by technical and organizational measures such as port password encryption of Personal Data, the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services, and the ability to recover quickly the data in the event of a physical or technical incident, a process for regularly testing, assessing and evaluating the effectiveness of the technical and organizational measures for ensuring the security of the Processing of the Personal Data under its control or its order or its behalf and compliance with the provisions of the Contract. Seller must ensure that it is asked to do something infringing Data Protection Legislation. The subject matter, nature and purpose, types of Personal Data and categories of Personal Data Subjects related to this Processing are set out in the Contract.

12 Force majeure

12.1 If a party is prevented from performing any of its obligations by any circumstances beyond its control, including but not limited to natural disasters, war, terrorism, accidents, explosions, nuclear incidents, breakdown of equipment or machinery, sabotage, labour disturbances (regardless of the reasonableness of the demands of labor), their acts or omissions, governmental regulations, orders, decrees or other legal actions, port congestion, shortage of supplies, labour, facilities, fuel or power in consequence of non-delivery or any other cause, want of transport or any other cause (whether similar or relating to the foregoing), and any other cause which is reasonably beyond the control and without liability for any damage suffered by the other party as a result of such termination.

13 Termination

13.1 If Seller (a) does not properly or within time comply with any of its obligations under the Contract; or (b) one of the conditions contained in the Contract become operative; or (c) requests the granting of suspension of payments; or (d) is subject to similar measures in the jurisdiction under which Seller is organised, Huntsman shall be entitled to, ipso jure and without notice, terminate any and all Contracts concluded with Seller with immediate effect, without prior written consent, being thereby discharged from any responsibility of any other right or compensation of which Huntsman could benefit under the Contract and these General Purchasing Terms and Conditions or general applicable law.

13.2 Huntsman shall, where after a reason, early terminate the Contract at any time with a fifteen (15) days prior written notice to Seller. Huntsman shall then be entitled to the prices on pro-rata basis attributable to the delivered Goods with Huntsman’s Acceptance. Seller shall not seek or be entitled to any compensation of any nature.

14 Compliance with Laws and Regulations

14.1 Seller shall comply with all applicable laws and regulations and all policies from competent authorities having jurisdiction in connection with Seller’s delivery of Goods under the Contract as well as Huntsman’s EHS and Supplier Code of Conduct the receipt of which has been acknowledged by Seller.

14.2 Seller represents and warrants that Seller has access to and has fully understood all the Site and Huntsman’s EHS and Site procedures and regulations. Seller shall comply with all applicable EHS laws, rules and regulations in relation to its performance under the Contract, including without limitation those applicable to the manufacture, storage, transportation, handling and operation of any Goods that are hazardous, toxic, flammable, explosive or otherwise dangerous (“Hazardous Goods”). It shall remain Seller’s full responsibility to ensure the EHS safety of any Hazardous Good until the completion of the delivery in accordance with Articles 4.5 or 4.6 or such later time as required by the applicable EHS laws and regulations.

14.3 Seller shall comply with all applicable export control and trade embargo laws, rules and regulations (including but not limited to the U.S. Export Administration Regulations), as well as any other applicable laws, regulation that may be applicable to the Goods, whether directly or indirectly, without first obtaining all necessary written consents, permits and authorizations and complying such formalities as may be required by any applicable such laws, regulations. Seller may be required to provide and shall provide to Huntsman on written request, documentation and other information to the extent that Failure by Seller to comply with such laws, rules and regulations shall constitute a material default under the Contract. Seller agrees to impose this same compliance requirement on all its contractors and subcontractors.

14.5 Seller shall obtain and maintain throughout the effective term of the Contract including its extension period all authorizations, permits, certificates, licenses and qualifications for the manufacture, storage, transportation and operation of the Goods. Seller represents and warrants that Seller shall fully indemnify Huntsman against all actions, proceedings, costs, claims, demands and expenses arising from such breach and termination.

15 Miscellaneous

15.1 Seller hereby agrees that upon delivery the Goods, Huntsman acquires the right to any of these General Purchasing Terms and Conditions or shall not prejudice or affect the validity or enforceability of the remainder.

15.2 Seller shall not assign any Contract for the sale of Goods or any rights hereunder in whole or in part to any third party without the prior written consent of Huntsman. Even if Huntsman has given its written consent to Seller to use subcontracts, Seller shall remain fully liable for the performance or non-performance of the Goods or Services given or to be provided by the subcontractor or the sellers obligations under the Contract and these General Purchasing Terms and Conditions.

15.3 Huntsman shall be entitled to use Huntsman Affiliates for the performance of its obligations under the Contract and shall also apply to the interpretation of these General Purchasing Terms and Conditions. Huntsman shall be entitled to use any Subcontractor to perform the Contract which has been performed by a Huntsman Affiliate shall be considered duly fulfilled as if the obligation had been performed by Huntsman itself. Any rights granted to Huntsman under the Contract shall also apply and extend to Huntsman Affiliates.

15.4 The Appendices to the Contract and these General Purchasing Terms and Conditions shall form an integral part of the Contract.

15.5 If these General Purchasing Terms and Conditions are translated into different language(s), the English version shall prevail in case of discrepancy.

15.6 The headings used herein are for convenience purposes only and shall not be used to interpret the provisions of the Contract.

16 Governing Law & Dispute Settlement

16.1 This Contract is governed by the General Purchasing Terms and Conditions and all matters arising out of or relating to the Contract or these General Purchasing Terms and Conditions shall be governed by and interpreted exclusively in accordance with the laws of the Jurisdiction without regard to conflicts of law principles thereof and the United Nations Convention for Contracts for the International Sale of Goods.

16.2 Except otherwise provided in the Contract, any dispute arising out of or in connection with the Contract including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the competent court within the Jurisdiction.

17 Definitions

The capitalized terms used in these General Purchasing Terms and Conditions shall have the following meanings:

“Acceptance” shall mean any written confirmation by Huntsman that Seller has in whole or in part performed the obligations under the Contract.

“Affiliate” shall mean any entity controlling, controlled by or under the common control with a Party, where the term “control” shall mean the power to directly or indirectly
cause the direction of the management of such legal entity whether through ownership of voting securities or otherwise.

"Appendices" shall mean the appendices to the Contract, including these General Purchasing Terms and Conditions.

"Bribe" and "Bribery" shall mean any payment or transfer of value or any other payment commonly held to be improper, and any act that would breach the US Foreign Corrupt Practices Act, the UK Bribery Act or any equivalent legislation of any OECD member state as well as the Jurisdiction or other country shall be considered a bribe.

"Contract" shall mean the written or oral purchase contract for the delivery of the Goods entered into between Seller and Huntsman, including its Appendices and these General Purchasing Terms and Conditions.

"Data Protection Legislation" shall mean applicable regulations on personal data processing and in particular Regulation (EU) 2016/679 of the European Parliament (EU GDPR) and any other applicable laws and regulations in any jurisdiction relating to or impacting on the processing of personal data, all as may be amended, supplemented or replaced from time to time. "Personal Data", "Processing of Personal Data", "Data Processor" and "Data Subjects" shall have the meaning given to those terms by the applicable Data Protection Legislation. "EHS" shall mean environment, health and safety.

"Force Majeure" shall have the meaning set forth in Article 12 of these General Purchasing Terms and Conditions.

"General Purchasing Terms and Conditions" shall mean these general purchasing terms and conditions of Huntsman for goods.

"GST" means the goods and services tax imposed by A New Tax System (Goods and Services Tax) Act 1999 of the Commonwealth of Australia.

"Goods" shall mean the goods to be provided by Seller to Huntsman as specified in the Contract.

"Hazardous Goods" shall mean any Goods that are hazardous, toxic, flammable, explosive or otherwise dangerous.

"Huntsman" shall mean the entity and/or its Affiliate receiving the Goods from Seller, as specified in the Contract.

"Intellectual Property Rights" shall have the meaning set forth in the Article 10 of these General Purchasing Terms and Conditions.

"Jurisdiction" shall mean the territory or country where Huntsman is legally registered or conducts principle business activities.

"Materials" shall have the meaning set forth in the Article 11 of these General Purchasing Terms and Conditions.

"Party" shall mean Seller or Huntsman.

"Parties" shall mean Seller and Huntsman.

"Site" shall mean the premises of Huntsman at which delivery of the Goods is to take place, including any land and other places designated by Huntsman for the purposes of the Contract.

"Seller" shall mean the entity supplying the Goods to Huntsman, as specified in the Contract.