HUNTSMAN GENERAL PURCHASING TERMS AND CONDITIONS FOR GOODS

1 General

1.1 Buyer's request or 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 not otherwise orally or in writing (collectively referred to as the "Contract") between Huntsman and the Purchaser, where terms and conditions of Purchasing, delivery of 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 Purchaser unless otherwise agreed in writing. The Contract and these General Purchasing Terms and Conditions shall be deemed to have been entered into, signed, and accepted by each Party at the location of its respective delivery of the Goods and exclude and supersede any general sales terms and conditions of Seller or any other general or standard trading terms which may be written or oral or referred to in accordance with Articles 6.2 or 6.3. This order agrees to this, and failure to observe any documentation used or made available via website owned or operated by Seller (regardless whether such terms and conditions are in oral, written, electronic or any other form) will be seen as agreement by Seller, hereby expressly waives any right which it otherwise might have to rely on its such terms and conditions.

1.3 No variation of these General Purchasing Terms and Conditions shall be effective unless expressly agreed in writing by Huntsman.

1.4 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 by Seller once accepted by Huntsman, via phone call (where other means appear to be impracticable in urgent cases), e-mail, fax or a separate purchase order.

2.4 Unless otherwise agreed in writing, the price for Goods during the valid term of the Contract shall be fixed.

3 Price and Payment

3.1 The prices for Goods, the manner for payment, place of payment and Value Added Tax shall be laid down in the Contract and/or purchase order of Huntsman and will be invoiced to the Purchaser.

3.2 Except otherwise agreed in writing, 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 which relate to the sale, purchase and delivery of the Goods under the Contract.

3.3 Unless otherwise agreed in the Contract, the prices specified in the Contract and/or purchase order of Huntsman shall be inclusive of any taxes (including but not limited to Value Added Tax or General Service Tax as the case may be), withholding taxes, levies or duties now existing or hereafter enacted which relate to the sale, delivery and purchase of the Goods under the Contract.

3.4 Unless otherwise agreed in writing, the prices for Goods during the valid term of the Contract shall be fixed.

3.5 The time of payment shall be made within sixty (60) days from the date of receipt of legal and valid tax invoice in full amount to the satisfaction of Huntsman from finance and tax perspectives, unless otherwise agreed between Seller and Huntsman.

3.6 In case the Goods have not been delivered in compliance with the terms of the Contract or these General Purchasing Terms and Conditions, Seller is otherwise in breach of its obligations under the Contract and these General Purchasing Terms and Conditions, Huntsman shall be entitled to withhold payment of any undiscounted price until such time as such price has been paid. Payment of such price shall not constitute the recognition of fulfillment of Seller's obligations under the Contract. In such a case, Seller undertakes to set-off the amounts payable to Seller with any and all amounts due to Huntsman (including liquidated damages) accrued by Seller to Huntsman for any reason whatsoever.

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 nor liability to pay for partial, excessive, early or late deliveries. Non-conforming Goods shall, if so requested by Huntsman, be returned at Seller's sole risk and expense.

4.2 If Seller fails to deliver the Goods at the time specified by Huntsman, it shall be entitled to cancel the delivery without further notice. In such a case, Huntsman may, without prejudice to other remedies available to Huntsman under the Contract and these General Purchasing Terms and Conditions, at its discretion: (i) agree with Seller about a new delivery period; (ii) require Seller to reduce the price to a sole risk of Seller; (iii) cancel the delivery of the Goods and demand to Seller to compensate Huntsman for the purchase price of the Goods. Furthermore, in such a case, Seller undertakes to compensate Huntsman for all losses, damages and expenses reasonably incurred as a result of such cancellation or defects.

4.3 In addition, except as otherwise provided in the Contract, Seller shall pay to Huntsman liquidated damages in the amount of zero point one percent (0.1%) of the purchase price of the delayed Goods for each day that the Goods are delayed. The liquidated damages do not constitute a penalty under Hungarian law for the delay of Seller to Huntsman for the damages, losses, costs and expenses resulting from the delay, if such damages, losses, costs and expenses exceed the amount of liquidated damages payable to Seller by Huntsman.

4.4 If Huntsman undertakes to collect the Goods, delivery will take place when the Goods are delivered to Purchaser. If the Goods are delivered in drums, IBCs and/or any other type of agreed container(s) have been off-loaded by Seller and placed in a place designated by Huntsman or if Huntsman handles off-loading of such drums, IBCs and/or agreed container(s), where the Goods are lifted from drums or IBCs, or for Goods in bulk, when the Goods pass the inlet valve of the tank of Huntsman's carrier.

4.5 If Seller undertakes delivery, delivery will take place when the Goods in drums, IBCs and/or any other type of agreed container(s) have been off-loaded by Seller and placed in a designated place by Huntsman or if Huntsman handles off-loading of such drums, IBCs and/or agreed container(s), where the Goods are lifted from drums or IBCs, or for Goods in bulk, when the Goods pass the inlet valve of the tank of Huntsman's carrier.

4.6 Huntsman shall be entitled but not obliged to inspect the quality of the Goods at the time of delivery. Huntsman shall not be entitled to accept the Goods if they do not meet the requirements set forth in the Contract and these General Purchasing Terms and Conditions. Huntsman's receipt of the Goods at the time of delivery shall not release Seller from any of its warranties, obligations and liabilities under the Contract or these General Purchasing Terms and Conditions.

4.7 Huntsman shall have the right to make, from time to time, changes to any single purchase order and/or the Contract. If any such change causes an increase or decrease to the cost of the Goods, unless otherwise agreed between Seller and Huntsman, Seller shall agree to equitable adjustments in the form of a separate supplementary agreement in writing accordingly.

5 Packing and Shipping

5.1 Seller undertakes to pack, package, mark and/or otherwise prepare the Goods in accordance with the instructions of Huntsman at no additional cost to Huntsman. In the absence of theabsence of such instructions from Huntsman, all Goods shall be packed, packaged, marked and/or otherwise prepared in a manner in which is in accordance with good commercial practices, acceptable to common carriers for shipment for the particular type of goods and at all times adequate to ensure safe arrival and delivery of the Goods at / to the named destination. If Seller fails to pack, package, mark or prepare the Goods properly, it shall be liable to compensate Huntsman for all claims, losses, damages, and expenses suffered as a result thereof.

5.2 Wherever containers to be used for the Goods are to be owned or leased by Huntsman, these goods will be owned by Huntsman for all claims, losses, damages, and expenses suffered as a result thereof.

5.3 Seller shall deliver the Goods to the named destination at the risk and expense of Seller.

6 Ownership, Risk and Title

6.1 Title to the Goods shall transfer from Seller to Huntsman at the time when the delivery is completed in accordance with the instructions of Huntsman. In such a case, for the purposes of these General Purchasing Terms and Conditions, the Goods shall be deemed to be undelivered.

6.2 The request of Huntsman, the transfer of ownership of the Goods can take place at an earlier time than upon the delivery thereof. If such is the case, Seller shall store the Goods concerned separately and mark these clearly as owned by Huntsman. Unless otherwise agreed in writing, the Goods shall be owned by Huntsman as of the date hereof as defined in Article 17 and indemnify Huntsman for any loss and/or damage (if any) to the said Goods. If a third party claims any right with respect to the said Goods, such a claim will involve no claim against the ownership rights over the Goods and will immediately inform Huntsman of the claim 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. Seller hereby irrevocably authorises Huntsman to enter the premises used by Seller in connection therewith without the need for prior notice.

6.3 If it is agreed that Huntsman shall pay the price in advance of delivery, Huntsman shall acquire ownership of the Goods as of the date of payment. Clauses 6.2 and 6.3 are applicable in that case.

7 Warranties

7.1 Seller represents and warrants that all Goods: (a) are in full conformity with the specifications as laid down in the purchase order or as described in Seller's product data sheet, if such data sheet is specifically mentioned in writing to Huntsman; (b) are free from defaults / defects as far as materials, manufacture and design are concerned; (c) are merchantable and suitable for their intended purpose of use; (d) satisfy mandatory regulations and legislation of the country in which the Goods are to be used if this country was communicated to Seller or was otherwise reasonably known to Seller; (e) are functional, operational and fully perform the performance requirements specified in the Contract and/or purchase order; (f) are supplied and delivered free of any encumbrances; and (g) conform with any statements made on the samples, containers, labels or advertisements for the Goods. The aforesaid is in addition to all other expressed warranties given by Seller and any and all implied warranties under applicable laws.

8 Defective Goods

8.1 Huntsman shall have the right to claim for any loss, shortage and/or defects in relation to the Goods that could reasonably have been detected upon delivery within thirty (30) days from delivery.

8.2 In case of deficiencies or defects to the Goods that could not have been reasonably detected upon delivery, Huntsman shall have the right to claim such deficiencies within a period expiring at the earlier of the date which is (a) 6 months from delivery, (b) 30 days from the date of the next purchase, or (c) the date of the last delivery, whichever is shortest. If the deficiencies or defects are detected and should reasonably have been detected.

8.3 If delivered Goods are found defective, Huntsman has the right in its absolute discretion to (a) cancel the Contract and all and any other underlined delivery orders given by Huntsman in whole or in part without the intervention of a court or the agreed arbitration institution, at no compensation in any form to Seller, and demand Seller to reimburse to Huntsman for the purchase price of Goods; (b) require Seller to replace or repair the Goods at Seller's expense within a reasonable period of time to be determined by Huntsman; or (c) demand price reduction for the Goods. Huntsman undertakes to compensate for any damages suffered as a result of such a defect and/or cancellation.

8.4 If Buyer requests Seller to supplement, replace or repair the Goods, Huntsman has the right to make such additions, replacements or repairs itself, or to instruct a third party to do so, at Seller's expense, if the Goods are required without
delay or if Seller fails to supplement, repair or replace the Goods within the required period of time.

8.5 Delivered Goods found defective by Huntsman may at all times be returned for the instruction of Huntsman, are or shall become the property of Huntsman in all such incidents, breakdown or the performance or any other right or compensation of which Huntsman could benefit under the Contract and these General Purchasing Terms and Conditions.

8.7 Huntsman's payment for the Goods shall not be construed as a waiver of its rights to return the Goods under these General Purchasing Terms and Conditions.

9 Indemnification to Huntsman

9.1 Seller shall fully indemnify and hold Huntsman harmless from any claims, damages, injuries, illnesses, costs, expenses, lawsuits, penalties, fines, interest, or taxes etc. Huntsman may incur, be found liable for or is 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, Huntsman acquires the right to a non-exclusive, world-wide, royalty-free, perpetual use of such Intellectual Property 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 on 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 keep the Materials separate and apart and isolated from all other materials or objects in the possession of Seller. Seller undertakes to return the Materials to Huntsman in good condition, together with any copies and the like which have been produced, at Seller's expense, as soon as they have served the purpose for which they are intended, or earlier, if Huntsman so requests.

11.2 Seller undertakes to maintain complete confidentiality regarding the Materials and any business information and knowledge relating thereto, including the names or trade marks of 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 maintain such confidentiality in the same manner as it maintains the confidential information for its own use. Seller shall undertake to impose the same obligations on any employees and third parties which obtain Confidential Information as required for the performance of the Contract and which is in a position to access such Confidential Information. Additional terms contained in any applicable confidentiality or non-disclosure agreement entered into between Seller and Huntsman shall also apply to the Confidential Information included in the Contract.

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 Each party 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 and the Parties agree to comply with such transfer agreement. Therefore, the Parties agree that Seller as Processor must: act only on written instructions of Huntsman; unless otherwise required to act by applicable laws or institutions; b) must ensure that employees Processing the Personal Data have committed themselves to confidentiality; c) must take appropriate measures to ensure the security of the Personal Data, including the confidentiality, integrity, availability and resiliency of Processing of Personal Data and services, and the ability to retrieve data, and include appropriate contractual provisions to prevent any deterioration of the Personal Data, to prevent unauthorized access or disclosure of the Personal Data, to recover and encrypt the Personal Data, the ability to ensure the ongoing confidentiality, integrity, availability and resiliency of all Personal Data throughout the effective term of the Contract including any extension period all authorizations, permits, certificates, licenses and qualifications or the like required to perform the Contract.

11.6 Seller shall indemnify and keep Huntsman indemnified against all actions, proceedings, costs, claims, demands and expenses arising from such a breach and termination.

12 Miscellaneous

12.1 The invalidity or unenforceability for any reason of any part of these General Purchasing Terms and Conditions shall not prejudice or affect the validity or enforceability of the remaining parts hereof.

12.2 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. After inspection of the Goods, Seller shall remain fully liable for the performance or non-performance by the subcontractors of Seller's obligations under the Contract and these General Purchasing Terms and Conditions.

12.3 Huntsman shall be entitled to use Huntsman Affiliates for the performance of its obligations under the Contract. Any obligation of Huntsman under 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. All rights granted to Huntsman under the Contract shall also apply and extend to Huntsman Affiliates.

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

12.5 These General Purchasing Terms and Conditions are written in both English and Chinese. Both versions are equally authentic. Should there be any discrepancy, the English version shall prevail.

12.6 The headings used herein are for convenience purposes only and shall not be deemed to limit or interpret the terms of the Contract or to affect the interpretation of the terms of the Contract or the Contract interpretation that allows ambiguities to be determined in favor of the non-drafting party shall not apply to the interpretation of these General Purchasing Terms and Conditions.

13 Governing Law & Dispute Settlement

13.1 This Contract and 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 the conflicts of laws principle thereof and the applicable United Nations Convention on Contracts for the International Sale of Goods.

13.2 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 interpretation shall be referred to and finally resolved by the competent court within the jurisdiction.

13.3 Definitions

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

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

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"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.

"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 Article 10 of these General Purchasing Terms and Conditions.

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

"Materials" shall have the meaning set forth in 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.