HUNTSMAN GENERAL PURCHASING TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

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 "Purchase Agreement") between Huntsman and/or its Affiliates and Suppliers of the Products and/or Services.

1.2 The Purchase Agreement and these General Purchasing Terms and Conditions constitute the entire agreement between Supplier and Huntsman with respect to the delivery of the Products and/or Services and exclude and supersede any general sales conditions of Supplier or any other general or standard trading terms which may be written on or referred to in any quotation, offer, order confirmation, invoice or other documentation used or made available via website owned or operated by Supplier, and Supplier 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 provided and agreed to in writing.

1.4 All capitalized terms used in these General Purchasing Terms and Conditions shall have the meaning specified for such terms in the Purchase Agreement or Article 15 ("Definitions") of these General Purchasing Terms and Conditions.

2 Product and Service Warranties

2.1 Supplier warrants that for a period of thirty-six (36) months from the delivery date of the Products to Huntsman or any other warranty period agreed in the Purchase Agreement, the Products shall: (i) be of high quality and free from any defects in design, materials and workmanship; (ii) be functional, operational and fulfill the performance requirements specified in the Purchase Agreement; (iii) conform with the purchase order and with the Product specifications specified in the Purchase Agreement; (iv) be safe and conform with all legal, technical, environmental and other standards applicable to such Products; (v) be new, unused and fulfill the highest quality standards; (vi) be merchantable and suitable for their intended purpose of use; (vii) be free of liens and encumbrances; and (viii) conform with any statements made on the samples, containers, labels or advertisements for the Products.

2.2 Supplier warrants that at the time of delivery the Services shall: (i) meet the highest professional standards and service levels generally applied for such services; (ii) fulfill the performance requirements specified in the Purchase Agreement; (iii) conform with the purchase order and the service descriptions and service levels specified in the Purchase Agreement; (iv) be performed in a professional, timely and prudent manner; (v) be safe and conform with all legal, technical, environmental and other standards applicable to such services; (vi) be suitable for their intended purpose of use; and (vii) conform with any statements made on the advertisements for the Services.

2.3 The product warranties in Article 2.1 of these General Purchasing Terms and Conditions shall apply to any and all deliverables resulting from the performance of the Services.

3 Breach of Warranties

3.1 If any Products do not meet the product warranties specified in the Purchase Agreement and these General Purchasing Terms and Conditions, Huntsman may, without prejudice to other remedies available to Huntsman under the Purchase Agreement and these General Purchasing Terms and Conditions, at its discretion: (i) demand Supplier repair such Products or re-supply replacement Products which conform with the product warranties at Supplier's sole risk and expense within a time period specified by Huntsman; (ii) repair itself or have a third party repair such Products so that they do conform with the product warranties and charge Supplier for the costs and expenses incurred in doing so; (iii) demand price reduction for the Products; or (iv) cancel the delivery and all other undelivered binding orders given by Huntsman in whole or in part at no compensation in any form to Supplier, and demand Supplier to reimburse to Huntsman the prepaid purchase price of all such Products.

3.2 If any Services do not meet the service warranties specified in the Purchase Agreement and these General Purchasing Terms and Conditions, Huntsman may, without prejudice to other remedies available to Huntsman under the Purchase Agreement and these General Purchasing Terms and Conditions, at its discretion: (i) demand Supplier to take necessary and practicable remedial actions or to re-perform the Services to conform with the service warranties at Supplier's sole risk and expense within a time period specified by Huntsman; (ii) have a third party perform the Services so that they do conform with the service warranties and charge Supplier for the costs and expenses incurred in doing so; (iii) demand price reduction for the Services; or (iv) cancel the delivery and all other undelivered binding orders given by Huntsman in whole or in part at no compensation in any form to Supplier, and demand Supplier to reimburse to Huntsman the prepaid purchase price of all such Services.

3.3 In addition, Huntsman shall be entitled to compensation from Supplier for any damages, losses, costs and expenses (including without limitation attorneys' fees) incurred by Huntsman as a result of Supplier's failure to deliver the Products and/or Services which meet the product and/or service warranties.

3.4 Any claims with respect to breach of product and/or service warranties shall be made by Huntsman to Supplier in writing and within six (6) months from the date when Huntsman became aware of the breach. If requested by Supplier, Huntsman shall, at Supplier's cost and expense, send a sample of such defective Products and/or Services deliverables (if any) to Supplier where Huntsman is practicably able to do so, or allow Supplier to otherwise inspect the defective Products and/or Services. Huntsman may, at Supplier's cost and expense, reject or dispose of any excess or defective Products and/or Services. In the event of monetary compensation being payable by Supplier to Huntsman, except as otherwise provided in the Purchase Agreement, Supplier shall settle such compensations to Huntsman in accordance with applicable finance and tax policies of Huntsman within seven (7) days from the receipt of such Huntsman's claim of breach.

4 Price and Payment

4.1 The prices for Products and/or Services, the manner for payment, place of payment and currency shall be specified in the Purchase Agreement and/or purchase order of Huntsman and Huntsman shall pay Supplier accordingly.

4.2 Except otherwise agreed in writing, the prices specified in the Purchase Agreement and/or purchase order of Huntsman shall be inclusive of any and all costs, expenses, charges, duties and taxes in relation to the delivery of the Products and/or Services.

4.3 Unless otherwise agreed in the Purchase Agreement, Supplier shall be responsible for payment of any taxes, withholding taxes (including but not limited to Value Added Tax or General Service Tax as the case may be), levies or duties now existing or hereafter enacted which relate to the sale, delivery and purchase of the Products and/or Services under the Purchase Agreement.

4.4 All payments shall be made within sixty (60) days from the date of receipt of legal and valid tax invoice in full amount, unless otherwise agreed between Supplier and Huntsman.

4.5 In case the Products and/or Services have not been delivered in compliance with the terms of the Purchase Agreement or these General Purchasing Terms and Conditions or Supplier is otherwise in breach of its obligations under the Purchase Agreement and these General Purchasing Terms and Conditions, Huntsman shall be entitled to withhold payment of any invoices until the aforesaid non-compliance and breach are rectified. Payment by Huntsman shall not constitute the recognition of fulfilment of Supplier's obligations under the Purchase Agreement. Huntsman shall be also entitled to set-off the amounts payable to Supplier with any and all amounts (including liquidated damages) accrued by Supplier to Huntsman for any reason whatsoever.

4.6 Supplier warrants that the prices for the Products and/or Services delivered to Huntsman under the Purchase Agreement are not less favourable than those to any other customer for the same or like products and/or services in no smaller quantities. In the event Supplier reduces prices for such products and/or services to other customers, Supplier agrees to promptly reduce the prices to be paid by Huntsman for the Products and/or Services accordingly.

5 Delivery

5.1 Applicable delivery term, delivery mode and destination of the delivery shall be specified by Supplier and Huntsman in the Purchase Agreement. In case no specific delivery term has been agreed, delivery of the Products and/or Services shall be made DDP (Incoterms 2010) Huntsman's Site. The Products and/or Services shall be delivered by Supplier timely in accordance with the delivery schedule agreed in the Purchase Agreement. In case no specific delivery time has been agreed, the Products and/or Services shall be delivered at the time requested by Huntsman. Huntsman shall not be obliged to accept partial, excessive, early or late deliveries.

5.2 Huntsman shall have the right to make, from time to time, changes to any single purchase order and/or the Purchase Agreement. If any such change causes an increase or decrease in the cost of or the time required for the delivery of the Products and/or Services, the Parties shall agree to equitable adjustments in the form of a separate supplementary agreement in writing accordingly.

5.3 Title to the Products and/or Services shall transfer from Supplier to Huntsman at the time when the delivery is completed in accordance with the agreed delivery term in the Purchase Agreement. The risk for loss of and damage to the Products and/or Services or any part thereof shall pass to Huntsman upon Acceptance.

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

5.5 Supplier shall inform Huntsman in writing of any foreseeable delay in delivery immediately after Supplier becomes aware of such possibility. This duty does not exclude or limit Supplier's liabilities resulting from late delivery. Supplier shall use its best efforts, including overtime work at its own cost, to prevent possible delay and to minimize the negative impact of the delay to Huntsman. If a delivery is delayed due to reasons other than Force Majeure, Huntsman may, without prejudice to other remedies available to Huntsman under the Purchase Agreement and these General Purchasing Terms and Conditions, at its discretion: (i) agree with Supplier to a grace period for the delivery of the Products and/or Services at Supplier's sole risk and expense; (ii) demand price reduction for the Products and/or Services; or (iii) cancel the delivery and all other undelivered binding orders given by Huntsman in whole or in part at no compensation in any form to Supplier, and demand Supplier to reimburse to Huntsman the prepaid purchase price of all such Products and/or Services.

5.6 In addition, except as otherwise provided in the Purchase Agreement, Supplier shall pay to Huntsman liquidated damages in the amount of one per cent (1%) of the purchase price of the delayed Products and/or Services for each day that the Products and/or Services are delayed. The liquidated damages shall not exclude or limit Huntsman's right to compensation from Supplier for the damages, losses, costs and expenses resulting from the delay, if such damages, losses, costs and expenses exceed the amount of liquidated damages paid by Supplier to Huntsman.

6 Packing and Shipment

6.1 Supplier undertakes to pack, package, mark and/or otherwise prepare the Products in accordance with the instructions of Huntsman at no additional cost to Huntsman. In the absence of such instructions from Huntsman, all Products shall be packed, packaged, marked and/or otherwise prepared in a manner which is in accordance with good commercial practices, acceptable to common carriers for shipment for the particular type of products and at all times adequate to ensure safe arrival and delivery of the Products at/to the named destination.

6.2 Where containers or packaging are to be returned to Supplier, this must be clearly stated on the transport documents or invoices, and the returning shall be at Supplier's risk and expense unless otherwise agreed upon in writing.

6.3 Supplier shall dispatch all documents required by law and any documents required by Huntsman according to Huntsman's instructions and at the latest upon delivery of the Products. If Supplier fails to dispatch the required documents with the Products, Huntsman has the right to refuse to accept the delivery of such Products. In such case, for the purposes of these General Purchasing Terms and Conditions, the Products shall be deemed to be undelivered.

7 Intellectual Property Rights

7.1 Supplier hereby agrees that upon delivery the Products and/or Services, 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 Products and/or Services.

7.2 Huntsman retains ownership and other rights to any Intellectual Property owned or used by Huntsman at the time of entering into the Purchase Agreement.

Ownership and all other rights to any new Intellectual Property developed by either Party or jointly by the Parties under or in connection with the Purchase Agreement shall belong to Huntsman. Supplier shall transfer to Huntsman the title and other rights to such new Intellectual Property. Supplier shall give to Huntsman all reasonable assistance and execute all documents necessary to enable Huntsman to register or otherwise protect its rights in any such new Intellectual Property.

7.3 Supplier represents and warrants to Huntsman that the Products and/or Services shall not infringe any third party's Intellectual Property rights and undertakes to indemnify Huntsman against any and all claims, losses, damages, costs and expenses suffered by Huntsman in relation thereto.

8 Confidentiality & Data Protection

8.1 Supplier shall keep in confidence all commercial, technical, financial and other confidential information provided by Huntsman ("Confidential Information"). During the term of the Purchase Agreement and for a period of three (3) year thereafter, Supplier shall not disclose Confidential Information to any third party or use such Confidential Information for any other purpose than the performance of its obligations under the Purchase Agreement. Additional terms contained in any applicable confidentiality or non-disclosure agreement entered into between Supplier and Huntsman shall also be applied to the exchange of information under the Purchase Agreement.

8.2 Supplier undertakes to impose the same obligations on any employees and third parties which obtain Confidential Information as required for the performance of the Purchase Agreement and warranties that such employees and third parties will comply with such obligations.

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

8.4 Each party shall comply with applicable Data Protection Legislation when Processing Personal Data in the course of performing its obligations under the Purchase Agreement and these General Purchasing Terms and Conditions.

8.5 If and to the extent that Supplier 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 terms. The Parties agree that Supplier as Processor a) must act only on the written instructions of Huntsman unless required by law to act without such instructions; 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 Processing, which includes as appropriate, the pseudonymization and encryption of Personal Data, the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services, the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident, a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing; d) only engage sub-processors with the prior consent of Huntsman and under a written contract that provides the same sufficient guarantees to implement appropriate technical and organizational measures that meets the requirements of the applicable Data Protection Legislation; e) assist Huntsman in providing Data Subject access and allowing Data Subjects to exercise their rights under Data Protection Legislation; f) assist Huntsman in meeting its obligations in relation to the security of processing; g) provide notification of personal data breaches in sufficient time to enable Huntsman to comply with its own onward obligations after Supplier becomes aware of it; h) at the end of the services or work that results in the Processing of Personal Data delete or destroy all Personal Data belonging to Huntsman; i) submit to Huntsman audits and inspections, providing Huntsman with whatever information it needs to ensure the Parties are meeting their respective Data Protection Legislation obligations; and j) tell Huntsman immediately if 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 Purchase Agreement.

9 Force Majeure

If Huntsman is prevented from accepting delivery or performing any of its other 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 labour), acts or omissions of any governmental authority (de jure or de facto), port congestions, 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 dissimilar to the foregoing) which is either beyond Huntsman's reasonable control or which makes the performance of its obligations either impossible or unusually onerous, Huntsman shall be entitled to terminate the Purchase Agreement or purchase order(s), on written notice to Supplier without intervention of the court and without liability for any damage suffered by Supplier as a result of such termination.

10 Termination

10.1 If Supplier (1) does not properly or within time comply with any of its obligations under the Purchase Agreement; or (2) is declared bankrupt, files a petition for bankruptcy or requests the granting of suspension of payments; or (3) is subject to similar measures in the jurisdiction under which Supplier is organised, Huntsman shall be entitled to, ipso iure and without notice, terminate any and all Purchase Agreements concluded with Supplier with immediate effect, without any judicial orders being necessary, without prejudice to any other right or compensation of which Huntsman could benefit under the Purchase Agreement and these General Purchasing Terms and Conditions or applicable laws.

10.2 Huntsman shall be entitled to, with or without a reason, early terminate the Purchase Agreement at any time with a fifteen (15) days prior written notice to Supplier. Supplier shall then be entitled to the prices on pro-rata basis attributable to the delivered Products and/or Services with Huntsman's Acceptance. Supplier shall not seek or be entitled to any other compensation of any nature.

11 Indemnification to Huntsman

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

12 Compliance with Laws and Regulations

12.1 Supplier shall comply with all applicable laws and regulations and all policies from competent authorities having jurisdiction in connection with Supplier's delivery of Products and/or Services under the Purchase Agreement as well as Huntsman's Vendor and Supplier Code of Conduct.

12.2 Supplier represents and warrants that Supplier has access to and has fully understood all Site and EHS requirements of Huntsman and is obliged to comply with all EHS regulations, as well as Huntsman's EHS and Site procedures and instructions.

12.3 Supplier shall obtain and maintain throughout the effective term of the Purchase Agreement including its extension period all authorizations, permits, certificates, licenses and qualifications or the like required to perform the Purchase Agreement.

12.4 Supplier represents and warrants that Supplier a) shall not, directly or through any third party, give, promise or offer any Bribe, or request, agree to receive or accept any Bribe, in connection with the Purchase Agreement or its dealings with Huntsman; b) confirms that it is not a government official and is not affiliated with any such official; c) shall have in place adequate procedures to prevent those performing the Purchase Agreement on Supplier's behalf from committing Bribery; and d) shall keep accurate and true records that are not misleading of all payments made under the Purchase Agreement or its dealings with Huntsman.

12.5 A breach of this Article 12 by Supplier shall entitle Huntsman to terminate the Purchase Agreement immediately upon written notice and Supplier shall indemnify and keep Huntsman indemnified against all actions, proceedings, costs, claims, demands and expenses arising from such a breach and termination.

13 Miscellaneous

13.1 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 remainder.

13.2 Supplier shall not assign any Purchase Agreement 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 Supplier to use subcontractors, Supplier shall remain fully liable for the performance or non-performance by the subcontractors of Supplier's obligations under the Purchase Agreement and these General Purchasing Terms and Conditions.

13.3 Huntsman shall be entitled to use Huntsman Affiliates for the performance of its obligations under the Purchase Agreement. Any obligation of Huntsman under the Purchase Agreement 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 Purchase Agreement shall also apply and extend to Huntsman Affiliates.

13.4 The Appendices to the Purchase Agreement and these General Purchasing Terms and Conditions shall form an integral part of the Purchase Agreement.

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

13.6 The headings used herein are for convenience purposes only and shall not be used to interpret these General Purchasing Terms and Conditions. The maxim of 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.

14 Governing Law & Dispute Settlement

14.1 The Purchase Agreement and these General Purchasing Terms and Conditions and all matters arising out of or relating to the Purchase Agreement 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 law principles thereof.

14.2 Any dispute arising out of or in connection with the Purchase Agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the competent court within the Jurisdiction.

15 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 Supplier has in whole or in part performed the obligations under the Purchase Agreement.

"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 Purchase Agreement, 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.

"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 9 of these General Purchasing Terms Conditions.

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

"Huntsman" shall mean the entity and/or its Affiliate receiving the Products and/or Services from Supplier, as specified in the Purchase Agreement.

"Intellectual Property" shall mean any patents, utility models, designs, copyrights, trademarks, trade names, inventions, trade secrets, know-how and any other industrial or intellectual property rights, and applications thereof.

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

"Party" shall mean Supplier or Huntsman.

"Parties" shall mean Supplier and Huntsman.

"Products" shall mean the products to be provided by Supplier to Huntsman as specified in the Purchase Agreement.

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"Purchase Agreement" or "Agreement" shall mean the written or oral purchase agreement for the delivery of the Products and/or Services entered into between Supplier and Huntsman, including its Appendices and these General Purchasing Terms and Conditions.
"Services" shall mean the services to be provided by Supplier to Huntsman as specified in the Purchase Agreement.
"Site" shall mean the premises of Huntsman at which delivery of Products and/or Services is to take place, including any land and other places designated by Huntsman for the purposes of the Purchase Agreement.
"Supplier" shall mean the entity supplying the Products and/or Services to Huntsman, as specified in the Purchase Agreement.

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