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 request submitted by any of the Parties (collectively referred to as the "Agreement") between Huntsman and/or its Affiliates and Suppliers of the Products and/or Services.

1.2 The Agreements and these General Purchasing Terms and Conditions constitute the 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 or conditions, whether oral or written, unless otherwise agreed upon in writing.

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

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 defect; (ii) be new, unused and in accordance with the purchase order and the Product specifications specified in the Purchase Agreement; (iii) be fit for the intended purpose and with all legal, technical, environmental and other standards applicable to such Products; (iv) be new, unused and fulfill the highest quality standards; (v) be merchantable and suitable for their intended purpose of use; (vi) conform with all laws, regulations, codes and standards; and (vii) be suitable for their intended purpose of use; and (viii) conform with any statements made on the 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) be performed in a professional, timely and prudent manner; (iii) be performed in accordance 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 performed in accordance with the purchase order and the Service descriptions and service levels specified in the Purchase Agreement; (vi) be performed in accordance with the purchase order and the Service descriptions and service levels specified in the Purchase Agreement; (vii) be fit for the intended purpose and with all legal, technical, environmental and other standards applicable to such Services; (viii) be suitable for their intended purpose of use; and (ix) comply 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 deliveries 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) remove the defective Products and/or Services if they do not meet the requirements set forth in the Purchase Agreement and these General Purchasing Terms and Conditions; (iii) cancel the order, at its discretion; (iv) 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; (v) demand Supplier to reimburse to 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 Supplier shall have the right to equitable adjustment or compensation.

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 repair such Services or re-perform the Services which conform with the service warranties at Supplier’s sole risk and expense within a time period specified by Huntsman; (v) demand Supplier to reimburse to 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 in connection with 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 subject to the jurisdiction of Huntsman to Supplier in writing within the time period specified by Huntsman 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 to Supplier for Supplier to inspect any of the Products and/or Services which Supplier is practically 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 defective Products at Supplier’s expense. Where Products and/or Services delivered are being faulty or defective and/or not conforming with Supplier's specifications, Huntsman is entitled to compensation from Supplier for all such costs and expenses resulting from the delivery of the Products and/or Services.

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 as 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 (including GST) 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 GST), charges, duties or other amounts payable on or in respect of the delivery and purchase of the Products and/or Services under the Purchase Agreement.

4.4 The 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 all or part of the amount claimed by Supplier until the breach is rectified. Payment by Huntsman shall not constitute the recognition of fulfillment of Supplier’s obligations under the Purchase Agreement. Huntsman shall have the right to set-off such amounts to Supplier with any and all amounts (including liquidated damages) accruing to Supplier 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 any 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 in the relevant terms of the Purchase Agreement and:

5.2.1 Delivery mode and destination of the delivery shall be prepaid by Huntsman's Site. The Products and/or Services shall be delivered to a Site of Supplier or to a Site at/to the named destination.

5.2.2 Terms and Conditions, at its discretion:

5.2.3.1 Supplier shall be entitled to compensation from Supplier for any foreseeable delay in delivery of 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 delivery shall not be a waiver of Supplier’s other obligations under the Purchase Agreement or these General Purchasing Terms and Conditions.

5.2.3.2 Supplier shall inform Huntsman in writing of any unforeseeable 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.

5.2.3.3 Supplier shall use its best efforts, including overtime work at its own cost, to prevent possible delay and to minimize the effect of the delay to Huntsman. If a delay is 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, 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 Services.

5.2.3.4 If any Services do not meet the service warranties specified in the Purchase Agreement and these General Purchasing Terms and Conditions, Huntsman’s receipt of the Products and/or Services at the time of delivery shall not be a waiver of Supplier’s other obligations under the Purchase Agreement or these General Purchasing Terms and Conditions.

5.2.3.5 Supplier shall reimburse to Huntsman the prepaid purchase price of all such Products and/or Services.

5.2.3.6 Except as otherwise provided in the Purchase Agreement, Supplier shall pay to Huntsman the amount due for the delivery of Products and/or Services for each day that the Products and/or Services are delayed to cover additional costs incurred by Huntsman as a result of the delay. Payment of this amount does not exclude or limit Supplier’s right to seek compensation from Supplier for the damages, losses, costs and expenses resulting from the delay, to the extent that such damages, losses, costs and expenses exceed the amount 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 in adequate, marked and/or otherwise prepared in a manner which is in a professional, timely and prudent manner; (iii) 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 Services.

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 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 at Supplier's Site.

7 Intellectual Property Rights

7.1 Supplier hereby agrees that upon delivery of the Products and/or Services, Supplier shall transfer to Huntsman and/or its Affiliates, and their respective successors in interest, all right, title and interest in and to any Intellectual Property or other proprietary rights that arise out of such Intellectual Property as they relate to Huntsman’s use, possession, sale or distribution of the Products and/or Services.

7.2 Supplier warrants that the Products and/or Services shall not infringe or otherwise violate any Intellectual Property rights 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 in the course of performing its obligations under 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, including the making of assignments, as and when requested by 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 do not infringe upon any party’s Intellectual Property rights and undertake 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 and after the term of the Purchase Agreement and at the termination of three (3) years 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. Additionally, terms and conditions 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 own 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 shall be construed in accordance with such terms.

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 requirements of the GDPR does not exist between the parties, then the parties shall enter into such an agreement 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 not disclose the existence of the processing or the content of the instructions to third parties unless such third parties 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 facilities and a capability 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 the measures taken; d) has the obligation to inform Huntsman as soon as possible of any security breach or data loss.

9 Force Majeure

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, acts of war, insurrection, riot, loss of vote, lack 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 need or any other cause, want of transport or any other cause (whether similar or dissimilar to the foregoing) which is either beyond that party’s reasonable control or which makes the performance of its obligations either impossible or unusually onerous, that party shall be entitled to terminate the Purchase Agreement or purchase order(s), on written notice to the other party without intervention of the court and without liability for any damage suffered as a result of such termination.

10 Termination

10.1 If Supplier (a) does not comply with or within time comply with any of its obligations under the Purchase Agreement; (b) becomes insolvent, bankrupt or in the process of bankruptcy or requests the granting of suspension of payments; or (c) is subject to similar measures in the jurisdiction where Supplier is organised, Huntsman shall be entitled to terminate the Purchase Agreement without prejudice to its rights under the Purchase Agreement concluded with Supplier with immediate effect, without any judicial orders being necessary, without prejudice to any other right or compensation of which Huntsman is entitled under the Purchase Agreement and these General Purchasing Terms and Conditions.

10.2 Huntsman shall be entitled to, with or without a reason, early terminate the Purchase Agreement and purchase order(s) 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 Code of Conduct. Supplier is subject to any revised terms or conditions under the Purchase Agreement.

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 Site and EHS requirements as set out in the Site EHS program and any other applicable EHS procedures and policies.

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 from benefiting under the Purchase Agreement, unless directly or indirectly entitled only and 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 the terms of this Section 12 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 may at any time during the purchase order(s) for converting these General Purchasing Terms and Conditions into which Supplier has undertaken its obligations under the Purchase Agreement which has been performed by a Huntsman Affiliate shall be considered as being fully fulfilled by the Huntsman Affiliate. If 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 and shall be treated as 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.

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.

15 Definitions

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

"Acceptance" means a written confirmation by Huntsman that Supplier has in whole or in part performed the obligations under the Purchase Agreement.

"Affiliate" means any entity controlled by, controlled by or under common control with a Party, where the expression "control" shall mean the power to direct or cause the direction of the management of such legal entity whether through ownership of voting securities or otherwise.

"Appendices" means an Addendum or Addenda 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 ("GDPR") and any other applicable 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", and "Personal Information" mean the same as defined in these General Purchasing Terms and Conditions.

"EHS" shall mean environment, health and safety.

"Force Majeure" shall mean 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 the Purchase Agreement.

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

"Huntsman" shall mean the Purchaser or its Affiliates acquiring 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, applications therefor.

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

"Party" shall mean Supplier and Huntsman.

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