1. Definition list:

- **Raw Materials** (RM) means anything that is to be used to produce the Finished Product.
- **Product** means any product manufactured by Huntsman, or otherwise available on request.
- **Supply** means to tender, deliver or any other causation by which the title of ownership of the Product passes to Huntsman.
- **VAT** means value added tax.

2. Application:

- **2.1**. The definition of any legal person or entity directly or indirectly controlling, controlled by, or under direct or indirect common control with Supplier and its Affiliates shall be considered as if they directly or indirectly cause the direction of the management of such legal person or entity whether through voting of securities or otherwise.

3. Bribe:

- **Bribe** means any payment or transfer of value or any other payment communication without there being any corresponding goods or services in accordance with clause 8.2 insured with a reputable insurance company.

4. Compliance with Local Laws:

- **Conformance** means compliance with the Laws of the Country of the Site in which the Product is to be delivered.

5. Consents:

- **Consents** means all consents approvals, permits, certifications and formalities required by Supplier to deliver the Product or the Finished Product.

6. Contract:

- **Contract** means the General Purchase Conditions of Huntsman for Huntsman legal entities registered in Belgium, Germany, the Netherlands and Switzerland and General Purchase Conditions as modified by clause 21.2.

7. Delivery:

- **Delivery** means the delivery of Product in accordance with clause 11.3.3. Supplier shall comply with all applicable Local Laws and with the Laws of the Country in which the Product is to be delivered.

8. EHS:

- **EHS** means the conditions laid down in the CLP labelling and labelling, consumer protection, health and safety, environmental protection, social benefits, the Site, taxes and technical requirements, as amended or replaced from time to time, applicable to the Site, as published on its website or otherwise available on request.

9. Finished Product:

- **Finished Product** means any product manufactured by Huntsman, or otherwise available on request.

10. General Purchase Conditions:

- **General Purchase Conditions** means the technical specifications of the Product as stipulated and agreed in writing.

11. Invoicing and payment:

- **Invoicing and payment** means any product manufactured by Huntsman, or otherwise available on request.

12. Supplier:

- **Supplier** means the legal entity placing a purchase order or entering into an agreement with Huntsman to purchase the Product.

13. Supplier's Personnel:

- **Supplier’s Personnel** means any person (as if they were the Seller's Personnel) who is in the possession of any of the same, and is the person or entity acting on that person’s or Supplier’s behalf.

14. Third Party:

- **Third Party** means any person (as if they were the Seller’s Personnel) under which Supplier agrees to act.

15. Uncertainties:

- **Uncertainties** means any event or circumstance beyond Supplier’s control, such as but not limited to, acts of God, acts of any government or representative thereof, acts of others, acts of natural persons or any perils of the sea, fire, theft, war, mutiny, strikes, lockouts or other stoppages, breakdown of equipment or machinery, sabotage, strikes or other labour disturbances (regardless of the reasonableness of the demands of the workmen or their representatives) or casualties or losses of any kind, any other cause whatever (netting).

16. Unpaid (ICC Incoterms

- **VAT Unpaid (ICC Incoterms

- **VAT** means value added tax.

17. Waiver:

- **Waiver** means the voluntary and intentional relinquishment of a known legal right.

18. Withdrawal of quotation:

- **Withdrawal of quotation** means the legal entity placing a purchase order or entering into an agreement with Huntsman to purchase the Product.
13. Warranties and defects

13.1. The Supplier shall deliver Product that:

- is free from any visible and hidden defects and is in accordance with all Local Laws.

13.2. The delivery under the Contract shall be accompanied with certificates of analysis.

13.3. Supplier acknowledges that full conformity of the Product with the Specifications is of essential importance. In case the Supplier does not provide the Product (i) accompanied with a certificate of analysis (as the case may be), which shall be generated in accordance with clause 13.1 above —except if provided otherwise,— Huntsman is entitled to terminate this Contract with Supplier forthwith, without prior written notification of Supplier. Huntsman reserves the right to ultimately reject a Delivery if it does not conform to the Specifications or with the provisions of clause 13.1 above.

13.4. Upon late delivery, Supplier shall compensate for any costs or delays caused by the unavailability and/or the replacement of the Product for or any costs accrued as a result of such replacement and/or purchasing of replacement products from third party suppliers.

13.5. Supplier shall at any time and in any manner make available to Huntsman the Product and the specifications for the use and inspection of Huntsman.

13.6. Huntsman shall inspect the Product within 2 (two) weeks upon Delivery at the place of Delivery. Product that could have been detected by Huntsman during a period of 2 (two) weeks after delivery of such defect, shall not be acceptable.

13.7. For defects which could not reasonably have been detected upon inspection and test, Supplier shall have the right, until the end of the manufacturing period, to return the Product within a period of 2 (two) weeks after delivery or discovery of such defect.

13.8. If Supplier has not fulfilled its aforementioned duty to repair or replace within a reasonable time and to test the Products, and the Supplier shall make all necessary arrangements and provide all reasonable facilities and access for such inspection and testing. Supplier may point out any Products considered to be defective or not in accordance with the requirements of the Contract at the time of inspection, without prejudice to any right of Supplier to require Huntsman, within a reasonable period set by Supplier, to repair or, at Supplier’s discretion, replace the defective Product. The Supplier shall bear all reasonable costs concerning means of transport, travel and accommodation, assembly and disassembly and labor costs related to the repair and/or replacement of the Products and all expenses borne by Huntsman relating to the Delivery of defective Products.

13.9. If Supplier has not fulfilled its aforementioned duty to repair or replace within a reasonable cure period set by Huntsman or if the setting of such cure period is unreasonable for Huntsman (e.g. because of special urgency or the danger of unusually high damages), Huntsman shall repair the Product or may have the Product repaired or replaced, and recover the costs from Supplier. Supplier has the right to terminate the Contract and require Huntsman to return the Product at Supplier’s cost and risk. If Supplier fails to comply properly or reasonably with such duty, Supplier shall be liable for all costs and expenses incurred by Huntsman in connection with the Product or parts thereof, including compensation for costs and expenses to obtain the Product from Supplier or to have the Product repaired or replaced by a third party.

14. Inspection right - Testing and acceptance

14.1. Huntsman shall have access to Supplier’s documents in connection with the possibility of acquiring and verifying the Product and Supplier’s compliance with the Contract. Supplier agrees to provide all information reasonably requested by Huntsman, as is necessary to access to the Product at the premises where the Products are manufactured. Huntsman shall have the right at all reasonable times to inspect and test the Products, and the Supplier shall make all necessary arrangements and provide all reasonable facilities and access for such inspection and testing. Huntsman may point out any Products considered to be defective or not in accordance with the contractual specifications, without prejudice to any right of Supplier to require Huntsman, within a reasonable period set by Supplier, to repair or, at Supplier’s discretion, replace the defective Products. The Supplier shall bear all reasonable costs concerning means of transport, travel and accommodation, assembly and disassembly and labor costs related to the repair and/or replacement of the Products and all expenses borne by Huntsman relating to the Delivery of defective Products.

14.2. If Supplier has not fulfilled its aforementioned duty to repair or replace within a reasonable cure period set by Huntsman or if the setting of such cure period is unreasonable for Huntsman (e.g. because of special urgency or the danger of unusually high damages), Huntsman shall repair the Product or may have the Product repaired or replaced, and recover the costs from Supplier. Supplier has the right to terminate the Contract and require Huntsman to return the Product at Supplier’s cost and risk. If Supplier fails to comply properly or reasonably with such duty, Supplier shall be liable for all costs and expenses incurred by Huntsman in connection with the Product or parts thereof, including compensation for costs and expenses to obtain the Product from Supplier or to have the Product repaired or replaced by a third party.

14.3. In addition to its rights laid down in the above clauses, Huntsman shall have the right to test the Products without prejudice to any right of Supplier to require Huntsman, within a reasonable period set by Supplier, to repair or, at Supplier’s discretion, replace the defective Product. The Supplier shall bear all reasonable costs concerning means of transport, travel and accommodation, assembly and disassembly and labor costs related to the repair and/or replacement of the Products and all expenses borne by Huntsman relating to the Delivery of defective Products.

14.4. Huntsman reserves the right to ultimately reject a Delivery if it does not conform to the Specifications or with the provisions of clause 13.1 above.

14.5. The Supplier shall deliver the Product, or for each manufacturing batch, if a delivery consists of several manufacturing batches, in accordance with the Specifications with the Specification and will provide Huntsman with such quality certifications as may be required. Supplier shall ensure that all process control data and relevant manufacturing data as specified in the Contract.

14.6. Supplier shall keep a copy of the certificates or data for a period of at least five (5) years following delivery. For this purpose, Supplier shall keep a set of the documents and data of the Supplier’s Perfor-
resolved through mediation by the parties themselves, such Disputes shall be exclusively and finally settled by the courts of the jurisdiction in which Huntsman has its registered office.

25. Applicable law.

With prejudice to Supplier’s obligation to comply with Local Law in accordance with clauses 4, 5, 10, 13, 16, 20, 21 and 27, all issues, questions or claims arising out of or in connection with this Agreement, including construction, interpretation, enforceability, execution and termination relating to the Contract or any issues under the CLP, shall be governed by the substantive law of the place of jurisdiction in which Huntsman has its registered office. Such law is applicable, with the exclusion of any other choice of law or whatsoever other local rules of conflict, that would lead to the application of another system of law of another jurisdiction applicable. Application of the Vienna Convention on Contracts for the International Sale of Goods is expressly excluded.

26. REACH and CLP.

26.1 Supplier shall comply with the obligations of REACH and CLP.

26.2 Supplier has registered or shall register within 30 months of the required REACH (timeframe the substance(s)) within the Product (including monomers and other contaminants contained in any polymers supplied) that are dangerous for the Environment ("REACH Substance(s)"). Supplier has classified, labelled and packaged the Product as required, either by CLP for Products that are substances or mixtures, or by the Dangerous Preparations Directive 1999/45/EC in the case of mixtures supplied prior to June 2015. The Supplier has notified relevant substances in the Product within the timetables and as required by CLP, and shall otherwise comply with the CLP obligations. Supplier will use its best efforts to ensure that its suppliers of any other substance(s) within the Product otherwise comply with REACH and CLP.

26.3 Where Supplier is a Non-Community manufacturer, it shall be the importer of record (“IOR”) and shall comply with the timeframes set out in Article 8 REACH to ensure compliance with REACH. Supplier agrees that the Supplier shall notify Supplier to include these identified uses by the Supplier to Huntsman, or additional termination rights to Supplier. Nothing in this clause shall determine Supplier to Authorisation (Annex XIV REACH) or restriction (Annex XVII REACH Substance(s) contained in the Product is listed on the Candidate List or is expected to become listed as a substance subject to Authorization (Annex XVII REACH), or for evaluation under the Community rolling action plan (CoRAP) (Annex XVIII REACH).

26.4 For any REACH Substance(s) pre-registered but not yet registered, Supplier shall confirm the registration deadline of 31 May 2018 in accordance with Article 23 REACH. If Supplier decides not to register, it shall so immediately inform Huntsman of the relevant REACH written notification of such decision.

26.5 For a phase in REACH substance, Supplier shall first time pre- register the REACH Substance(s) when manufactured or imported in quantities of 1 tonne or more per year for the first time after 1 December 2008. In such case, Supplier shall provide the information referred to in Article 28(1) REACH to ECHA within 6 months of the first manufacturing, importing or placing on the market of the substance(s) in quantities of one tonne or more per year and no later than 12 months before the 31 May 2018 REACH. Supplier shall provide this information immediately to Huntsman written documentation of such pre- registration. Supplier shall not pre-register if Supplier decides not to pre-register, it shall provide immediately written notification of such decision.

26.6 For a new REACH Substance(s), Supplier shall register the REACH Substance(s) before manufacture or import in quantities of 1 tonne or more per year and provide immediately to Huntsman written documentation of such registration. Supplier shall provide immediately to Huntsman written notification of such decision.

26.7 Supplier has the right to notify Supplier until 12 months before the registration deadline of any of the Use in order for such use to qualify as an identified use as defined in Article 3(6) REACH. If Supplier rejects the use as an identified use, it shall respond within 30 days of Huntsman’s notification and provide the bases for rejection. Otherwise, Supplier has included Huntsman’s identified uses in Supplier’s registration of the REACH Substance(s). Supplier has requested Huntsman to submit all identified uses by their registrants. Huntsman has the right to to identify new uses to Supplier and if it so requests, that its use is consistent with any directives or restrictions contained in labeling or other documentation.

26.8 Supplier and Huntsman shall provide safety data sheets (“SDS”) down the supply chain as required by and meeting the requirements of Article 34 REACH, including alternative or providing and specifying the information as required by Article 32 REACH. Where the Product contains a REACH Substance, the SDS shall contain the full registration number if so required by REACH, and shall set out the relevant exposure scenarios as a SDS extension within a reasonable time of registration completion. Where the Product is a mixture, Supplier will provide full registration registration numbers for the hazardous substances appearing on the SDS, including within a reasonable time those made available by Supplier’s suppliers.

26.9 Supplier and Huntsman will without delay inform each other of any communication received from the REACH agency ECHA or any Member State Competent Authority that adversely affects the compliance of the Product with REACH or CLP; and will respond within a reasonable time to each other’s communications or requests for information regarding REACH. Supplier shall immediately notify Huntsman if any REACH Substance(s) contained in the Product is listed on the Candidate List or is expected to become listed as a substance subject to Authorization (Annex XVII REACH), or for evaluation under the Community rolling action plan (CoRAP) (Annex XVIII REACH).

26.10 Supplier and Huntsman warrant that they will otherwise comply with REACH and CLP in their respective roles as manufacturer/importer/supplier and/or their supplier, as required.

27. Data Protection and Compliance

27.1 Each party shall comply with applicable Data Protection Legislation when Processing Personal Data in the course of performing its obligations under this Contract.

27.2 The Supplier acknowledges and agrees that Huntsman may Process Personal Data, provided by the Supplier, relating to the Supplier’s personnel and subcontractors for the purposes of personnel administration, security management, IT support and any other purpose in relation to or necessary for the performance of this Contract (the Purposes), and that Huntsman may transfer the Personal Data to Huntsman entities and third parties in and outside of the European Economic Area in relation with the Purposes. The Supplier shall ensure that:

1. The Personal Data provided to Huntsman is collected by the Supplier and provided to Huntsman in accordance with applicable Data Protection Legislation; and
2. The persons whose Personal Data are provided by the Supplier to Huntsman in relation with this Contract have received fair processing information and, if applicable, have given all relevant consents to the Processing of and transfer of their Personal Data by Huntsman.

27.3 If and to the extent that the 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 must act only on the written instructions of Huntsman unless required by law to act without such instructions; must ensure that employees Processing the Personal Data have committed themselves to confidentiality; 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 physical or technical incident, a process for regularly testing, assessing and evaluating the effectiveness of measures taken to ensure security of the processing; 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 are required by the applicable Data Protection Legislation; assist Huntsman in providing Data Subject access and allowing Data Subjects to Exercise their rights under Data Protection Legislation; assist Huntsman in meeting its obligations in relation to the security of processing; provide notification of personal data breaches in sufficient time to enable its Compliance with applicable Data Protection Legislation.

27.4 Supplier undertakes that (i) it does not and will not: a) employ children, prison labour, indentured labour, bonded labour; b) use corporal punishment or other forms of mental and physical coercion, verbal, cruel or abusive practices as a form of discipline; and c) discriminate against any employees on any ground including race, religion, disability age or gender. In the absence of any national or verbal, cruel or abusive practices as a form of discipline; and c) discriminate against any employees on any ground including race, religion, disability age or gender. In the absence of any national or