General Purchase Conditions of Huntsman for Huntsman legal entities registered in Austria, Belgium, Finland, France, Germany, Hungary, the Netherlands, Spain, Switzerland and the United Kingdom

1. Definition list:

2. 1. any errors, omissions or inconsistencies appear in the Contract, Supplier shall report the same to Huntsman for correction within five (5) Business Days after the Goods have been delivered to the Site (or the Site being made ready). Supplier shall abide by and comply with all Contract documents and their intended purpose, and shall not avail himself of errors, omissions, if any, to the detriment of Huntsman or Goods.

2. 2. In the event of a conflict, the following order of precedence shall apply: the Contract, the Conditions and the invitation to tender (if any).
13.6. If Supplier has not fulfilled its aforementioned duty to repair or replace within a reasonable cure period set by Huntsman or if the defects have remained unsolved for a prolonged period of time (because of special urgency or the danger of unreasonable high damages), Huntsman may either repair the deficiencies, and repair and replacement costs will be charged to Supplier or liquidate his business according to the Supplier on condition that it notified the Supplier of this intention.

13.7. In addition to its rights laid down in articles 13.5 and 13.6 above, Huntsman shall have the right to compensation for all the damage caused by Supplier and due to Supplier's fault. Supplier agrees that Huntsman may withdraw from the contract with Supplier from against any and all claims for damages by third parties on condition that it set Supplier a reasonable cure period which has lapses. Supplier proves that it is not at fault, 14. Inspection right
Huntsman shall have access to Supplier's documents in connection with consulting, inspecting and verifying the Supplies and Supplier's compliance with the Contract

15. Indemnification
If Supplier becomes liable and fully indemnifies Huntsman against any claim brought by any persons or third parties for damage which is caused by a defect in the Supplies, by the Supplier or by Supplier's Personnel, the scope of the obligation to indemnify will extend to all and any Costs. Huntsman shall not be responsible to Supplier or Supplier's Personnel for Costs incurred as a result of the actions or defaults of any third party and any Claim in respect of such Costs shall not be the responsibility of Huntsman, except in case of Huntsman’s wilful misconduct or an act of gross negligence.

15.2. In case of wilful misconduct or gross negligence on the part of Huntsman, Supplier shall hold harmless and fully indemnify Huntsman against any and all claims for damages by third parties on account of property damage, destruction or loss arising out of any act or omission of Huntsman.

15.3. If, due to Supplier’s failure to do so, Huntsman is held liable to make any payments, including but not limited to social security and tax payments, compensation, fines or penalties, to third parties, including but not limited to public authorities, whether it be or not on special blocked accounts, pursuant to legislation regarding social and tax obligations, the contractor or any similar legislative measures, or otherwise, Supplier shall remain liable and immediately compensate Huntsman and indemnify Huntsman for all such payments.

16. Place and time of performance
Goods shall be delivered to Site and Works shall be performed at Site during normal working hours, subject to timely prior estimates agreed by Huntsman. Daily reports of hours worked, approved by a Representative, will be submitted to Supplier's invoice(s).

17. Supplier’s Personnel
17.1. Supplier’s Personnel shall be suitably skilled and experienced to perform the performance of such number of personnel as is specified in the Supplier’s obligations are fulfilled in accordance with the Contract.

17.2. Supplier shall remove from the Site any of its personnel whose work is not acceptable to Huntsman or Supplier or Supplier’s Personnel for any such payments.

18. Insurance
The Supplier shall take out and maintain the insurance coverage as set out in the Contract. In case no specific insurance requirements are contained in the Contract, Supplier shall take out and maintain appropriate insurance policies and limits as agreed by Supplier for Supplies under the Contract. Should Supplier at any time neglect or refuse to provide any insurance required by Huntsman, or should any insurance not be maintained in accordance with the obligations outlined to Supplier’s costs.

19. Data Protection and Privacy
19.1. Design Documents Required for the Supplies shall be submitted by the Supplier for Review prior to Delivery on Huntsman’s demand or on any other occasion (perform, display, broadcast, adapt, distribute, translate, rent and lend the copyrighted work or works and such copyright exists for all purposes including, without limitation, manufacturing and commercialising on any actual, future, currently unknown or unforeseeable basis.

20. All the afore mentioned rights are granted in consideration for the remuneration paid under the Contract.

21.2. Supplier’s Personnel are not required to sign the agreements and or forms, which are assigned or transferred or licensed to Huntsman under this clause 19. Furthermore, when Processing 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 security measures, and a mechanism to regularly evaluate the effectiveness of the security measures and adapt them to changing circumstances.

21.2. The Supplier has access to Supplier’s documents in connection with consulting, inspecting and verifying the Supplies and Supplier’s compliance with the Contract

22. Confidentiality
For all data, drawings and other documents and information disclosed to Supplier by Huntsman or its Representatives are confidential and shall not, without the prior written approval of Huntsman, be used by Supplier for any purpose whatsoever other than for the performance of Supplier’s obligations under the Contract. Without Huntsman’s prior written approval Supplier shall not disclose to any public or private, general or special, nationwide method of production or distribution, enforcement, execution and termination relating to the Contract or any issues regarding Supplies, shall be governed by the law of the place in which the Supplies are delivered or executed. In case of conflicts of law, the applicable, with the exclusion of any other choice of law or whatever other choice of law, the law of the place in which the Supplies are delivered or executed, shall make one system of law of another jurisdiction applicable. Application of the Vienna Convention on Contracts for the International Sale of Goods shall not apply to any relationship between Supplier and its Personnel or the Supplier or Supplier's Personnel.

26. Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)
The requirements that the Supplies and all substances contained in the Supplies that are manufactured in or imported into the European Economic Area comply with Regulation (EC) No 1907/2006 of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals, as amended, supplemented or replaced thereof.

27. Data Protection and Compliance
21. 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 invoke the EU Data Protection Legislation as well as national, regional and local data protection legislation, and their physical subprocessors. 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 security measures, and a mechanism to regularly evaluate the effectiveness of the security measures and adapt them to changing circumstances.

27.3. If and to the extent that any Personal Data or Personal Data that is processed by Supplier or处理的P ersonnel, services are carried out in jurisdictions outside of the European Economic Area, Personal Data may be transferred to and processed by Supplemental parties located in jurisdictions outside of the European Economic Area for any purpose which is necessary or appropriate for the performance of the Contract or the purposes thereof, and that Huntsman may transfer the Personal Data to Huntsman entities and third parties in and outside of the European Economic Area.

The Supplier shall ensure that:

In the event that the personal information collected and used by Huntsman is subject to the EU Data Protection Legislation, and that such Personal Data and Personal Data are processed by the Supplier in a manner that ensures compliance with the EU Data Protection Legislation and the applicable EU Data Protection Legislation, the Supplier shall take any action required to ensure compliance with such requirements.

28. Severability

The invalidity or unenforceability of any provision or part of a provision of the Contract shall not affect the validity of the remaining part of the Contract. Parties shall replace the affected article by a valid one that has the same effect within the confines of the law as the affected article.

29. Waiver, rights and remedies
No failure or delay by Huntsman to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.