

ARCHROMA GENERAL PURCHASING TERMS AND CONDITIONS FOR GOODS

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 "Contract") between Archroma and/or its Affiliates and Seller of the 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 Archroma with respect to the 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 on or referred to in any quotation, offer, order confirmation, invoice or other 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), and 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 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 Contract or Article 17 ("Definitions") of these General Purchasing Terms and Conditions.

2 Conclusion of Contracts

2.1 Archroma's request for quotation shall not constitute or be interpreted as Archroma's commitment or undertaking over the purchasing of the Goods from Seller.

2.2 An offer of Seller, including a quotation for any part thereof, cannot be revoked or cancelled by Seller once accepted by Archroma via phone call (when other means appear to be impracticable in urgent cases), e-mail, fax or a separate purchase order.

2.3 A purchase order shall be construed as binding on Seller upon being placed to Seller, provided there is no substantial change to Seller's offer which shall be considered as a counter-offer in accordance with the applicable laws within the Jurisdiction. Such a counter-offer by Archroma in the form of a purchase order shall also have binding effect on Seller unless Seller explicitly rejects to accept such purchase order in writing within one (1) working day from the receipt of such purchase order.

2.4 Archroma shall only be bound by a purchase order if such purchase order is in writing and not revoked within a reasonable time at the discretion of Archroma.

3 Price and Payment

3.1 The prices for Goods, the manner for payment, place of payment and currency shall be laid down in the Contract and/or purchase order of Archroma and Archroma shall pay Seller accordingly.

3.2 Except otherwise agreed in writing, the prices specified in the Contract and/or purchase order of Archroma shall be inclusive of any and all cost, expenses and charges in relation to the delivery of the Goods, including but not limited to packaging, transportation and insurance etc..

3.3 Unless otherwise agreed in the Contract, the prices specified in the Contract and/or purchase order of Archroma 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 All payments 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 Archroma from finance and tax perspectives, unless otherwise agreed between Seller and Archroma.

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 or Seller is otherwise in breach of its obligations under the Contract and these General Purchasing Terms and Conditions, Archroma shall be entitled to withhold payment of any invoices until the aforesaid non-compliance and breach are rectified. Payment by Archroma shall not constitute the recognition of fulfillment of Seller's obligations under the Contract. Archroma is also entitled to set-off the amounts payable to Seller with any and all amounts (including liquidated damages) accrued by Seller to Archroma 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 Archroma. Archroma 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 Archroma, be returned at Seller's sole risk and expense.

4.2 If Seller fails to deliver the Goods at the time specified by Archroma, it shall be deemed to be in default without further notice. In such a case, Archroma may, without prejudice to other remedies available to Archroma under the Contract and these General Purchasing Terms and Conditions, at its discretion: (i) agree with Seller to a grace period for the delivery of the Goods at Seller's sole risk and expense; (ii) demand price reduction for the Goods; or (iii) cancel the delivery and all other undelivered binding orders given by Archroma in whole or in part at no compensation in any form to Seller, and demand Seller to reimburse to Archroma the prepaid purchase price of all such Goods. Furthermore, in such a case, Seller undertakes to compensate Archroma for all losses, damages and expenses reasonably incurred suffered as a result of the delay and/or the annulment of the Contract.

4.3 In addition, except as otherwise provided in the Contract, Seller shall pay to Archroma liquidated damages in the amount of zero point one per cent (0.1%) of the purchase price of the delayed Goods for each day that the Goods are delayed. The liquidated damages shall not exclude or limit Archroma's right to compensation from Seller 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 by Seller to Archroma.

4.4 If Archroma undertakes to collect the Goods, delivery will take place when the Goods, if in drums, IBCs and/or other type of agreed container(s), are loaded by Seller on the truck of Archroma's carrier or, for Goods in bulk, when the Goods pass the inlet valve of the tank of Archroma'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 place designated by Archroma or if Archroma handles off-

loading of such drums, IBCs and/or agreed container(s), where the Goods are lifted from carrier's truck or, for Goods in bulk, when the goods pass the inlet valve of the tanks of Archroma.

4.6 Archroma shall be entitled but not obliged to inspect the quality of the Goods at the time of the delivery. Archroma shall not be obliged to accept the Goods if they do not meet the requirements set forth in the Contract and these General Purchasing Terms and Conditions. Archroma's receipt of the Goods at the time of the 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 Archroma 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 in the cost of or the time required for the delivery of the Goods, the Parties shall agree to equitable adjustments in the form of a separate supplementary agreement in writing accordingly.

4.8 Seller agrees to honour and follow all instructions from Archroma concerning transportation and insurance.

5 Packing and Shipment

5.1 Seller undertakes to pack, package, mark and/or otherwise prepare the Goods in accordance with the instructions of Archroma at no additional cost to Archroma. In the absence of such instructions from Archroma, all Goods 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 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 Archroma for all claims, losses, damages, costs and expenses suffered as a result and shall indemnify Archroma against any and all claims for losses, damages, costs and expenses suffered by third parties as a result thereof.

5.2 Where containers or packaging are to be returned to Seller, this must be clearly stated on the transport documents or invoices, and the returning shall be at Seller's risk and expense unless otherwise agreed upon in writing. Archroma reserves the right to return all packages to Seller.

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

6 Ownership, Risk and Title

6.1 Title to the Goods shall transfer from Seller to Archroma at the time when the delivery is completed in accordance with Articles 4.4 or 4.5. The risk for loss of and damage to the Goods or any part thereof shall pass to Archroma upon Acceptance.

6.2 At the request of Archroma, 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 Archroma. Seller shall bear all the risks of the Goods until the moment of Acceptance thereof as defined in Article 17 and indemnify Archroma 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 and/or seizes the said Goods, Seller will inform such third party of Archroma's ownership rights over the Goods and will immediately inform Archroma of the claim and/or seizure. Archroma 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 Archroma to enter the premises used by Seller in connection therewith without the need for prior notice.

6.3 Seller undertakes to have the Goods which are owned by Archroma in accordance with Clause 6.2 insured with a reputable insurance company until and up to the moment of Acceptance as defined in Article 17.

6.4 If it is agreed that Archroma shall pay the price in advance of delivery, Archroma 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

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 or in specifications provided in writing to Archroma; (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 regarding, inter alia, health, safety and the environment, applicable in 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 fulfil the performance requirements specified in the Contract; (f) be free of liens and 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 express warranties given by Seller and any and all implied warranties under applicable laws.

8 Defective Goods

8.1 Archroma 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 two (2) weeks of delivery.

8.2 In case of deficiencies or defects to the Goods that could not have been reasonably detected upon delivery, Archroma shall have the right to claim such defects within a period expiring at the earlier of the date which is (a) 6 months from delivery or (b) 30 days from the date the deficiencies or defects were detected or should reasonably have been detected.

8.3 If delivered Goods are found defective, Archroma has the right at its own discretion to (a) cancel the delivery and all other undelivered binding orders given by Archroma 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 Archroma the prepaid purchase price of all such Goods; (b) require Seller to replace or repair the Goods at Seller's expense within a reasonable period of time to be determined by Archroma; or (c) demand price reduction for the Goods. Seller also undertakes to pay Archroma compensation for any damages suffered as a result of such a defect and/or cancellation.

8.4 If Archroma requires Seller to supplement, replace or repair the Goods,
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Archroma has the right to make such supplements, 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 reasonable period determined by Archroma.

8.5 Delivered Goods found defective by Archroma may at all times be returned by Archroma for the account and risk of Seller.

8.6 Any and all expenses borne by Archroma relating to the defective delivery shall be reimbursed immediately by Seller without prejudice to any other rights of Archroma for other losses arising from such defective Goods.

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

9 Indemnification to Archroma

Seller shall fully indemnify and hold Archroma harmless from claims for any losses, damages, injuries, liabilities, costs, expenses, lawsuits, penalties, fines, interest, or taxes etc. Archroma 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 of the Goods, Archroma acquires the right to a non-exclusive, world-wide, royalty free, perpetual use of such Intellectual Property as they relate to Archroma's use, possession, sale or distribution of the Goods.

10.2 Seller represents and warrants to Archroma that the Goods shall not infringe on any third party intellectual property rights such as patents, trademarks, copyrights and models and undertakes to indemnify Archroma against any and all claims, losses, damages, costs and expenses suffered by Archroma 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 Archroma or produced or developed by Seller on the instructions of Archroma, are or shall become the property of Archroma. Seller will not apply for patents for the Materials. Seller undertakes to keep the Materials separate and to mark them as the property of Archroma. Seller undertakes to return the Materials to Archroma in good condition, together with any copies and the like which have been produced, at Seller's expenses, as soon as they have served the purpose for which they are intended, or earlier, if Archroma so requests.

11.2 Seller undertakes to maintain complete confidentiality regarding the Materials and all business information and knowledge provided by Archroma or its affiliated 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 only use the Confidential Information for the performance of the Contract. Seller undertakes to impose the same obligations on any employees and third parties which obtain Confidential Information as required for the performance of the Contract and warrants that such employees and third parties will comply with such obligations. Additional terms contained in any applicable confidentiality or non-disclosure agreement entered into between Seller and Archroma shall also be applied to the exchange of information under the Contract.

11.3 Seller shall not be entitled to use Archroma as a reference for marketing or commercial purposes without the prior written consent of Archroma.

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 Archroma, 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 Seller as Processor a) must act only on the written instructions of Archroma 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 Archroma 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 Archroma in providing Data Subject access and allowing Data Subjects to exercise their rights under Data Protection Legislation; f) assist Archroma in meeting its obligations in relation to the security of processing; g) provide notification of personal data breaches in sufficient time to enable Archroma to comply with its own onward obligations after Seller 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 Archroma; i) submit to Archroma audits and inspections, providing Archroma with whatever information it needs to ensure the Parties are meeting their respective Data Protection Legislation obligations; and j) tell Archroma 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 Contract.

12 Force majeure

If Archroma 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 Archroma's reasonable control or which makes the performance of its obligations either impossible or unusually onerous, Archroma shall be entitled to terminate the Contract or the affected purchase order(s), on written notice to Seller without intervention of the court or the agreed arbitration institution and without liability for any damage suffered by Seller as a result of such termination.

13 Termination

13.1 If Seller (a) does not properly or within time comply with any of its obligations under the Contract; or (b) is declared bankrupt, files a petition for bankruptcy or requests the granting of suspension of payments; or (c) is subject to similar measures in the jurisdiction under which Seller is organised, Archroma shall be entitled to, ipso iure and without notice, terminate any and all Contracts concluded with Seller with immediate effect, without any judicial orders being necessary without prejudice to any other right or compensation of which Archroma could benefit under the Contract and these General Purchasing Terms and Conditions or general applicable law.

13.2 Archroma shall be entitled to, with or without a reason, early terminate the Contract at any time with a fifteen (15) days prior written notice to Seller. Seller shall then be entitled to the prices on pro-rata basis attributable to the delivered Goods with Archroma's Acceptance. Seller shall not seek or be entitled to any other compensation of any nature.

14 Compliance with Laws and Regulations

14.1 Seller shall comply with all applicable laws and regulations and all policies from competent authorities having jurisdiction in connection with Seller's delivery of Goods under the Contract as well as Archroma's Suppliers Code of Conduct the receipt of which has been acknowledged by Seller.

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

14.3 Seller shall comply with all applicable EHS laws, rules and regulations in relation to its performance under the Contract, including without limitation those apply to the manufacture, storage, transportation, handling and operation of any Goods that are hazardous, toxic, flammable, explosive or otherwise dangerous ("Hazardous Goods"). It shall remain Seller's full responsibility to ensure the EHS safety of any Hazardous Good until the completion of the delivery in accordance with Articles 4.5 or 4.6 or such later time as required by the applicable EHS laws and regulations.

14.4 Seller shall comply with all applicable laws, rules and regulations in relation to the Contract. Without prejudice to the generality of the aforesaid, Seller shall comply with all applicable export control and trade embargo laws, rules and regulations (including but not limited to the U.S. Export Administration Regulations), and shall not sell, export, import, re-export, distribute, transfer or otherwise deal with or dispose of Goods, whether directly or indirectly, without first obtaining all necessary written consents, permits and authorizations and completing such formalities as may be required by any applicable such laws, rules and regulations. Failure by Seller to comply with such laws, rules and regulations shall constitute a material default under the Contract. Seller agrees to impose this same compliance requirement in its contracts with third parties pertaining to the Goods.

14.5 Seller shall obtain and maintain throughout the effective term of the Contract including its extension period all authorizations, permits, certificates, licenses and qualifications or the like required to perform the Contract.

14.6 Seller represents and warrants that Seller (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 Contract or its dealings with Archroma; (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 Contract on Seller's behalf from committing Bribery; and (d) shall keep accurate and true records that are not misleading of all payments made under the Contract or its dealings with Archroma.

14.7 A breach of this Article 14 by Seller shall entitle Archroma to terminate the Contract immediately upon written notice and Seller shall indemnify and keep Archroma indemnified against all actions, proceedings, costs, claims, demands and expenses arising from such a breach and termination.

15 Miscellaneous

15.1 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.

15.2 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 Archroma. Even if Archroma has given its written consent to Seller to use subcontractors, 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.

15.3 Archroma shall be entitled to use Archroma Affiliates for the performance of its obligations under the Contract. Any obligation of Archroma under the Contract which has been performed by a Archroma Affiliate shall be considered duly fulfilled as if the obligation had been performed by Archroma itself. Any rights granted to Archroma under the Contract shall also apply and extend to Archroma Affiliates.

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

15.5 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.

15.6 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.

16 Governing Law & Dispute Settlement

16.1 The Contract and these 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 law principles thereof and the United Nations Convention on Contracts for the International Sale of Goods.

16.2 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 termination, shall be referred to and finally resolved by the competent court within the Jurisdiction.

17 Definitions

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

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

"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 Archroma, 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 Archroma for goods.

"Goods" shall mean the goods to be provided by Seller to Archroma as specified in the Contract.

"Hazardous Goods" shall mean any Goods that are hazardous, toxic, flammable, explosive or otherwise dangerous.

"Archroma" 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 for the in Article 10 of these General Purchasing Terms and Conditions.

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

"Materials" shall have the meaning set for the in Article 11 of these General Purchasing Terms and Conditions.

"Party" shall mean Seller or Archroma.

"Parties" shall mean Seller and Archroma.

"Site" shall mean the premises of Archroma at which delivery of the Goods is to take place, including any land and other places designated by Archroma for the purposes of the Contract.

"Seller" shall mean the entity supplying the Goods to Archroma, as specified in the Contract.