

General Purchase Conditions of Archroma for Archroma legal entities registered in Belgium, Germany, the Netherlands and Switzerland – For raw materials only

1. Definition list :

Affiliate means any legal entity or person directly or indirectly controlling, controlled by, or under direct or indirect common control with Archroma, where each form of the term "control" means the power to directly or indirectly cause the direction of the management of such legal entity or person whether through ownership of voting securities or otherwise.

Bribe means any payment or transfer of value or any other payment commonly held to be improper. Any act that would breach the US Foreign Corrupt Practices Act, the UK Bribery Act or any equivalent legislation of any OECD member state or other country shall be considered a Bribe.

Claim means claims (including civil, criminal and administrative claims and proceedings), demands and causes of action by Archroma or any other person.

CLP means the Regulation (EC) No 1272/2008 of 16 December 2008 on Classification, Labelling and Packaging of substances and mixtures, as may be amended, supplemented or replaced from time to time.

Conditions means these General Purchase Conditions for the purchase of Products, available on <https://www.archroma.com/compliance>

Consents means all consents approvals, permits, certifications and licences or the like of public authorities or third parties.

Contract or Agreement means the Archroma purchase order or the agreement signed between Archroma and Supplier, all listed documents mentioned therein and the Conditions.

Costs means costs and losses incurred as a result of a avoiding, disputing, appealing, compromising or defending a Claim or otherwise including but not limited to legal fees and expenses, professional fees, disbursements, damages, liabilities, judgements, awards, penalties, fines and convictions (including but not limited to those costs, fines and convictions resulting from the violation or alleged violation of Local Laws by Supplier).

Data Protection Legislation means 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.

Delivery means the delivery of Product in accordance with clause 11. **EHS and Site Regulations** means the Archroma environmental, health, safety, and other Site regulations, policies and standards from time to time applicable to the Site, as published on its website or otherwise available on request..

Finished Product means any product manufactured by Archroma, or by third party manufacturers on behalf of Archroma, using the Product.

Archroma means the legal entity placing a purchase order or entering into the Contract or the invitation to tender (as well as its legal successors in title), belonging directly or indirectly to Archroma International LLC, a company organised under the laws of the State of Delaware.

Intellectual Property Rights means (i) copyrights, patents, database rights and rights in trade marks, trade names, service marks, domain names and designs (whether registered or unregistered), (ii) applications for registration, and the right to apply for registration, for any of the same, and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

Local Law means (a) all applicable national, state, provincial, municipal, local and other laws, bylaws, codes and regulations including but not limited to laws relating to product handling and labelling, consumer protection, health and safety, environmental protection, employees, social benefits, the Site, taxes and technical requirements, as amended or replaced from time to time, (b) any requirements, ordinances, rules and regulations of any authorities having jurisdiction in connection with any aspect relating to the delivery of the Product or any place where the Product is to be used –if this place was communicated to the Seller or was otherwise reasonably known to the Seller, (c) the terms and conditions of any Consents of public authorities, and (d) industry codes and standards which would typically be observed by a reasonable and prudent operator and not in conflict with the Specifications or other Local Laws in (a), (b) or (c) above.

Material or Materials means all commercial, business or technical information and know-how, data, designs, drawings, sketches, calculations, formulas, preparation methods, studies, models, moulds, dies and other such information and tools.

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.

Product or Products means the raw materials or finished products to be supplied by Supplier in accordance with the Contract.

REACH means the Council Regulation 1907/2006 of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals, as may be amended, supplemented or replaced from time to time.

Representative(s) means any Affiliate or any directors, employees, officers, agents, subcontractors, or advisors of or representing an entity and any entity acting on that person's or entity's behalf.

Site means the premises of Archroma at which Delivery is to take place (or in the case where Delivery is to take place elsewhere in terms of the Contract, the premises to which the Product will ultimately be transported), including any land and other places provided by Archroma for the purposes of the Contract on, under, in, or through which the Contract is to be executed.

Specifications means the technical specifications of the Product as set out in the Contract or, if no such specifications are laid down in the Contract, the specifications described in the Supplier's product data sheet or as otherwise expressly agreed between the parties. Supplier shall accept such reasonable changes to the Specifications as Archroma may from time to time require to comply with any relevant legislation or with any requests by any of Archroma's customers for the Finished Product. In all other circumstances changes have to be mutually agreed.

Supplier or Seller means the party supplying the Product.

Supplier's Personnel means Supplier's directors, employees, officers, agents, (sub-)contractors or advisors of the Supplier and any person acting on that person's or Supplier's behalf.

2. Applicability

2.1. The applicability of these Conditions is deemed accepted by the Supplier on the earlier of: (i) the Supplier issuing written acceptance of the Contract, or (ii) any act by the Supplier consistent with fulfilling the Contract.

2.2. A purchase order that is placed by Archroma without any prior offer on behalf of Supplier and/or these Conditions, are deemed

accepted by the Supplier two working days after the date on which they are received by the Supplier, unless earlier rejected.

2.3. The Conditions shall apply to any and all invitations to tender, quotations, orders and agreements concerning the supply of Product to Archroma.

2.4. Any terms and conditions of the Supplier are not applicable, unless explicitly accepted by Archroma in writing.

2.5. Where the Contract (or any part thereof) is provided in English and one or more additional languages, the English version shall prevail.

2.6. No variation of these Conditions shall be effective unless expressly stipulated and agreed in writing.

2.7. In the event of a conflict or inconsistency, the order of precedence shall be as set out in the Contract, but failing such order of precedence, the following order of precedence shall apply: the Contract, the Conditions and the invitation to tender (if any).

2.8. Should any errors, omissions or inconsistencies appear in the Contract, the Supplier shall report the same to Archroma for correction before proceeding with the delivery of the Product. The Supplier shall abide by and comply with all Contract documents and their intended purpose, and shall not avail itself of errors or omissions, if any, to the detriment of the Product and the Delivery of the Product.

3. Invitation to tender and order

3.1. Invitations to tender or request for offer are without obligation and not binding on Archroma and only serve as an invitation to the Supplier to submit a quotation for consideration by Archroma.

3.2. A quotation or offer by the Supplier is irrevocable and valid for at least ninety (90) calendar days as from the date of quotation, except if provided otherwise in the invitation to tender or request for offer.

3.3. Archroma does not reimburse any costs incurred by the Supplier for preparation of quotations.

3.4. Archroma may terminate negotiations without stating any reason and without any obligation to pay compensation.

3.5. Archroma shall only be bound by an order to buy if the order is in writing and not revoked prior to or concurrently with the receipt of the order by the Supplier.

3.6. An offer followed by a purchase order placed by Archroma shall be binding upon Supplier.

3.7. Agreements made between the Supplier and un-authorised personnel of Archroma are not binding on Archroma. Therefore, the Supplier shall at all times ensure that agreements are made with authorised Representatives of Archroma.

4. EHS and Site Regulations and conditions

4.1. The Supplier shall at all times comply and procure that all of Supplier's Personnel is familiar with all of the EHS and Site Regulations provided by Archroma and is obliged to comply with all EHS and Site Regulations.

4.2. Supplier shall notify Archroma of any environmental, health or safety hazards which may arise in connection with the Product.

5. Local Law, permits and licences

The Supplier shall at all times comply with all Local Laws. The Supplier shall at its own cost obtain and maintain all Consents required to perform under the Contract except those, which according to the Contract shall be provided by Archroma. The Supplier shall faithfully comply with all Consents applicable to the Products, the Site and the performance of the Contract.

6. Changes and contract variations

6.1. Archroma may change, add to and/or delete Contract documents as Archroma may consider necessary. Such changes, additions and/or deletions shall be made in writing. They shall be considered as part of the Contract unless the Supplier objects in writing immediately after receipt. If in the opinion of the Supplier such a change affects the agreed-upon price and/or the Delivery date, the Supplier shall inform Archroma forthwith and in writing, and issue a new quotation regarding the amended price and extension of term for Delivery associated with it.

6.2. Supplier shall not be excused from any default or delay in the performance of its obligations under this Contract when such default or delay is due to normal risks such as, but not limited to, ordinary hazards of inclement weather, availability of labour or material or transport, rejection of material, strikes or fluctuation of prices or wages. In case Seller would be in default or delay of the performance of its obligations (such as but not limited to stopping or reducing the supply of Product), he shall give written notice to Archroma specifying the nature and extent of the default or delay as soon as reasonably possible and at all times use reasonable endeavours to mitigate the severity of the situation, thereby giving Archroma priority over any other customer with regard to the supply and delivery of Product.

7. Assignment and subcontracting/Change of control

7.1. The Supplier shall not assign, transfer, cede, delegate or subcontract the whole or any part of the Contract or any of its rights and obligations therein or otherwise arising from tender invitations, quotations or orders without the prior written approval of Archroma. In the case of such approval, clause 7.2 shall apply.

7.2. In case of approval in accordance with clause 7.1 of the Conditions, the Supplier is not released from any of its obligations or liabilities under the Contract and shall remain liable for any approved assignee, cessionary, sub-supplier, delegated person or, as the case may be, sub-contractor in connection with its obligations and liabilities under the Contract. The Supplier shall be fully liable to Archroma for all of the acts and defaults of any of Supplier's Personnel as if they were the acts or defaults of the Supplier.

7.3. If control over Supplier changes to a person who was not a shareholder in Supplier at the time of signature of the Contract, and who is a competitor of Archroma, Archroma shall be entitled to terminate the Contract.

8. Transfer of risk and title of ownership

8.1. The risk of loss of or damage to as well as the title of ownership of the Product passes to Archroma upon Delivery.

8.2. At the request of Archroma, the transfer of ownership of the Product can take place at an earlier time than upon Delivery it being understood that under all circumstances, the transfer of risk shall only take place at the moment of Delivery. If such is the case, Seller shall store the Product concerned separately and mark these clearly as owned by Archroma. Supplier shall indemnify Archroma for any loss and/or damage (if any) to the said Product. If a third party claims any right with respect to the said Product and/or seizes the said Product, Seller shall inform such third party of Archroma's ownership of Archroma and shall immediately inform Archroma of the claim and/or seizure. Archroma is at all times entitled to take away the Product which it owns or to have such Product taken away from the place where the Product is located. Seller hereby irrevocably authorises Archroma to enter the premises used by Seller in connection therewith without the need for prior notice.

8.3. Seller undertakes to have the Product that is owned by Archroma in accordance with clause 8.2 insured with a reputable insurance company until and up to the moment of Delivery.

8.4. If it is agreed that Archroma shall pay the price in advance of Delivery, Archroma shall acquire ownership of the Product as of the date of payment. Clauses 8.2 and 8.3 are applicable in that case.

8.5. All Product delivered shall be free and clear of all liens, security interests and encumbrances.

8.6. If Archroma rejects any Product, the risk in and title to that Product shall revert to Supplier promptly on rejection.

9. Pricing

9.1. The price for Product and currency shall be laid down in the Contract.

9.2. Prices shall be for delivery of the Product at an address stipulated by Archroma and include, but not limited to, the cost of packaging, handling, transport, duties, taxes (V.A.T. excluded), insurances, compliance and all other delivery costs.

9.3. The price shall not be subject to variation, except if explicitly agreed otherwise and subject to clear conditions laid down in the Contract.

9.4. Where the price refers to a published price index, or to a published market price, and such price index or market price ceases to be published, Supplier and Archroma shall discuss an alternative price index or market price in good faith and, where possible agree a mutually acceptable alternative price index or market price. If Supplier and Archroma are unable to agree on an alternative price index or market price such price shall be determined by an third party expert. Until such expert decision, the last published price index or market price shall provisionally continue to apply. The expert decision shall retro-actively take effect from the date the original price index or market price ceased to be published and Archroma and Supplier will promptly make the necessary payments to settle the difference with the provisionally applied price but no interest shall be charged on that difference.

10. Invoicing and payment.

10.1. Invoices are paid in accordance with the payment term included in the Contract or failing such payment term within sixty (60) days as from the date of a valid invoice, without prejudice to Archroma's right to suspend payment pursuant to clause 10.3 of the Conditions.

10.2. Payment is subject to Delivery of the Product and to the invoice being properly drawn and accompanied by the required supporting documents. If invoices and/or supporting documents require correction, the due date for payment will be computed from the date of receipt of the corrected invoice and/or documents.

10.3. Archroma has the right to suspend payment or a reasonable part thereof until deficiencies in the Product or any breach of Contract are rectified.

10.4. Payment by Archroma shall not constitute recognition that the Product delivered is in conformity with the Contract and shall not imply in any manner whatsoever any renunciation or waiver of rights.

10.5. Archroma is entitled to set-off any and all amounts due to Supplier under the Contract, or under any other contract with Archroma or a Representative, with any and all amounts owed by Supplier to Archroma, or any of the Representatives, for any reason whatsoever (netting).

10.6. In the event Archroma defaults on payment of a valid invoice by the due date, Archroma shall, except if the delay of payment is the result of a suspension of payment under clause 10.3 of the Conditions, pay interest on the amount owed from the due date until the date of payment.

Interest shall be calculated as follows:

i. if a mandatory provision of the applicable law provides either for a specified interest rate or a minimum interest rate, the lowest possible interest rate shall apply, provided such rate is lower than or equal to the interest rate set out in (ii) below; and

ii. if the applicable law does not contain such mandatory provisions or the applicable law provides for a rate which is higher than the interest rate set out in this sub-clause, Archroma will pay the lower of the following interest rates: either the European interbank credit rate with a term of three months (3 months Euribor) applicable on the due date or the statutory interest rate in force on the due date.

11. Delivery

11.1. Delivery of Product shall be DDP – VAT Unpaid (ICC Incoterms 2020) at the time and place and in the quantities specified in the Contract. Another Incoterm may be agreed upon in the Contract.

Whatever Incoterm agreed upon, Delivery shall take place:

- if Archroma undertakes to collect the Product, when the Product, in drums or IBC's, is loaded by Seller on the truck of Archroma's carrier or, for Product in bulk, when the Product passes the inlet valve of the tank of Archroma's carrier:

- if Seller must contract or procure a contract for the carriage of the Product, when the Product in drums or IBC's, have been off-loaded by Seller and placed in a place designated by Archroma or if Archroma handles off-loading of such drums or IBC's, where the Product is lifted from carrier's truck or, for Product in bulk, when the Product passes the inlet valve of the tanks of Archroma;

- if Products are delivered through a pipeline connecting Archroma facilities to Supplier's facilities, immediately upon the Product passing the valve that connects the part of the pipeline that is owned by Archroma and the part of the pipeline owned or operated by the Supplier or Supplier's Personnel.

11.2. Archroma shall not pay for Product delivered to Archroma which are in excess of quantities specified in the purchase order. Overshipments of any Product shall, if so requested by Archroma, be returned at Seller's risk and expense.

11.3. Partial Delivery is not allowed, save with prior written permission of Archroma.

11.4. If Archroma is prevented from taking Delivery or performing any of its other obligations under the Contract by any circumstances beyond its control, such as but not limited to natural disasters, war, terrorism, accidents, explosions, nuclear incidents, breakdown of equipment or machinery, sabotage, strikes or other 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, either party is allowed to terminate the Contract, on written notice to the other party without intervention of the court and without liability for any damage suffered by Supplier as a result of such termination.

12. Volumes of Product and forecasting

Except if provided otherwise under the Contract, Supplier shall supply Archroma with such quantities of the Product as ordered.

If Archroma and Supplier have agreed on the provision by Archroma of purchase forecasts for its requirements of Product for specific period(s) of time in the future, such forecasts are a non-binding estimate for such period(s) and shall not be considered as a purchase order.

13. Warranties and defects

13.1. The Supplier shall deliver Product that:

- is in conformity with the Contract and that meets all Specifications, properties and performances specified;
- is of good and merchantable quality and fit for its normal purposes and for such specific purpose as indicated by Archroma;
- complies with all statutory requirements and regulations relating to the Product or to the sale of the Product;
- is not subject to suits or proceedings pending or threatened which allege any failure to comply with any statutory requirements and regulations relating to the Product or to the sale or use of the Product;
- is to be delivered in such packaging or under such transportation conditions in accordance with any specific requirements identified in the Specifications or as specifically instructed by Archroma from time to time;
- has good transferable title to the Product, free from any liens, charges or claims;
- that does not, or of which the use does not, infringe any patents, copyrights, trademarks, trade secrets, or any other Intellectual Property Rights;
- is not subject to suits or proceedings pending or threatened which allege any infringement of such proprietary rights; and
- is free from any visible and hidden defects and in accordance with all Local Laws.

13.2. All Product delivered 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 the essence of the Contract. In case the supplied Product is not (i) accompanied with a certificate of analysis (as the case may be), or (ii) in full conformity with the Specification or with clause 13.1 above –except if provided otherwise–, Archroma is entitled, at its discretion, to reject all or part of the Product that is not in conformity with the Contract and demand supplementary performance within a reasonable grace period, which may consist, at Archroma's option, of Supplier forthwith replacing or reimbursing all or part of any Product which does not comply with the provisions of clause 13.1. Supplier shall compensate Archroma for any costs or delays caused by the unavailability and/or the replacement of the Product or for any costs, including any transport or handling costs, resulting from the purchasing of replacement products from third party suppliers.

13.4. The Supplier is required to obtain information on Archroma's usage of the Product and the Product shall be suitable for this usage and ready for use.

13.5. Archroma shall inspect the Product within 2 (two) weeks upon Delivery and have the right to give notice to Supplier for defects in the Product that could reasonably have been detected upon such inspection during a period of 2 (two) weeks after discovery of such defect.

13.6. For defects which could not reasonably have been detected upon inspection, Archroma shall have the right to give notice of such defects within a period of 2 (two) weeks after discovery of such defect.

13.7. If the Products are found defective, Archroma has the right to require Supplier, within a reasonable period set by Archroma, to repair or, at Archroma's discretion, replace the defective Product. The Supplier bears all the costs, including but not limited to materials, transport, travel and accommodation, assembly and disassembly and labour costs and shall reimburse Archroma immediately for any and all expenses borne by Archroma relating to the Delivery of defective Product.

13.8. If Supplier has not fulfilled its aforementioned duty to repair or replace within a reasonable cure period set by Archroma or if the setting of such cure period is unreasonable for Archroma (e.g. because of special urgency or the danger of unreasonably high damage), Archroma itself may repair the deficiencies or replace the Product or may have them repaired or replaced, and recover the costs from the Supplier on condition that it notified the Supplier of this intention. Archroma has in such same case, the right to terminate the Agreement with immediate effect and without notice nor prior court approval.

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

13.10. In addition to its rights laid down in the above clauses, Archroma shall have the right to compensation for all the damage and losses caused by the deficiency of the Product as well as indemnification from Supplier against any and all claims for damages by third parties on condition that it set Supplier a reasonable cure period which has lapsed and unless Supplier proves that he is not at fault.

14. Inspection right - Testing and acceptance

14.1. Archroma shall have access to Supplier's documents in connection with the Product for the purpose of auditing and verifying the Product and Supplier's compliance with the Contract.

Supplier agrees to provide all information reasonably requested by Archroma, and to provide access to Archroma to the premises where the Products are manufactured. Archroma 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. Archroma 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 Archroma's rights under the Contract to accept or reject Products after Delivery to it.

14.2. For each separate delivery of the Product, or for each manufacturing batch, if a delivery consists of several manufacturing batches, Supplier shall test the quality of the Product on its conformity with the Specification and will provide Archroma with such quality certificates and/or such statistical process control data and relevant manufacturing data as specified in the Contract.

14.3. Supplier shall keep a copy of the certificates or data for a period of at least twelve (12) months following Delivery. For a period of minimum seven (7) months following delivery, Supplier shall keep a test sample of each manufacturing batch.

14.4. Without prejudice to Archroma's rights under clause 13 of the Conditions, Supplier shall promptly inform Archroma of any off-Specification of the Product proposed for Delivery that it is aware of, as a result of testing or otherwise.

14.5. Archroma is under no obligation to test the delivered Product before or on acceptance. Acceptance by Archroma shall be based only on a first sight inspection of the quality certificates and/or statistical process control data and on a first sight external inspection of the Product in a packaged condition.

14.6. Any acceptance by Archroma is without effect to Archroma's right to ultimately reject a Delivery if it does not conform to the Specification or to the representations and warranties of clause 13 above or if the quality certificates and/or statistical process control data do not faithfully reflect the quality of the delivered Product.

14.7. If Archroma rejects any delivery of the Product, Archroma will have recourse to the remedies provided for in clause 13 above.

15. Indemnification

15.1. The Supplier shall defend, indemnify and hold Archroma and its Affiliates, distributors and customers harmless from and against all Claims and Costs arising out of or in connection with or with respect to the Contract. Archroma shall not be responsible to the Supplier or the 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 Archroma, except in case of Archroma's wilful misconduct or grossly negligent breach of duty.

15.2. Save in the event of wilful misconduct or gross negligence on the part of Archroma, Supplier shall hold harmless and fully indemnify Archroma against any Claim brought by the Supplier's Personnel and Costs incurred by Archroma.

16. Place and time of Delivery

16.1. When Delivery to Site, Delivery shall be during normal working-hours established for the Site, unless otherwise agreed by Archroma.

16.2. Delivery by the date and time specified in the Contract is essential. If Seller fails to deliver the Product at the date specified by Archroma, Seller is deemed to be in default without further notice. In such a case, Archroma has the right to cancel the Contract with immediate effect, without any default notice being required. 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 cancellation of the Contract.

16.3. Archroma may change delivery dates or direct temporary suspension of scheduled shipments by giving notice hereof to the Seller.

17. Manufacturing of Product

Supplier commits to give written notice to Archroma of any significant change in its manufacturing process and/or change in its manufacturing site, including any change of raw material or precursor in use, as soon as practicable upon learning of any such change and in any event within 60 days. The Supplier shall cooperate with Archroma in the re-qualification of the Product following any change to the extent reasonably required to meet the needs of Archroma and its customers. This includes providing Archroma with representative material for re-qualification and qualified Product in addition to the Supplier's internal analytical services and technical support for the duration of the re-qualification process, in each case as reasonably required for such qualification efforts.

18. Insurance

The Supplier shall at its own cost take out and maintain the insurance coverage as set out in the Contract. In case no specific insurance requirements are contained in the Contract, the Supplier shall effect insurance against all insurable risks which are the subject of the Supplier's indemnity under the Contract.

Should Supplier at any time neglect or refuse to provide any insurance required by Archroma, or should any insurance be cancelled, Archroma shall have the right to provide such insurance at Supplier's cost.

19. Supply chain

19.1. If the Contract designates one of Suppliers' plants or a named third party as the source of the Product to be supplied to Archroma, then no alternative sources can be used unless express written approval from Archroma has been obtained.

19.2. A delivery note stating Archroma's order number and quantity of Product must accompany each consignment of Product. Where applicable, each pallet or container of Product must be clearly marked showing Archroma's order number.

19.3. Supplier will manufacture and maintain at all times sufficient stocks of the Product to fulfil its obligations under the Contract and, specifically, to supply Archroma in accordance with the forecasts referred to in clause 12 of the Conditions.

19.4. Supplier shall not cease to manufacture any of the Product unless Supplier has given Archroma written notice of its intention to cease the manufacturing of the Product. Supplier shall give such notice at a term equal to the remaining duration of the Contract before the end of the manufacturing, but in any event at least one year prior to the end of the manufacturing.

19.5. Supplier shall deliver the Product within the timeframe or on the date as specified in the Contract.

19.6. In the event Supplier fails to deliver the Product in accordance with clause 19.5 of the Conditions:

- Supplier shall use its best endeavours to deliver the Product to Archroma as soon as possible provided that Archroma may cancel the delivery and purchase such Product from an alternative source if the setting of a cure period is unreasonable for Archroma (e.g. because of special urgency or the danger of unreasonably high damage)
- Supplier shall indemnify Archroma for any additional costs, expenses and liabilities over and above those which it would have incurred had the Product been delivered on the agreed delivery date.

20. Packaging, dispatch and transport

20.1. All Product shall be manufactured, labelled, packaged, stored, handled, delivered and transported in a manner which is: (a) in compliance with Local Laws; (b) in accordance with good commercial practices; (c) adequate to ensure safe arrival of the Product at the named destination or the Site; and (d) in accordance with any special instructions of Archroma. Where applicable, any containers or packaging that must be returned to the Supplier will be returned at the Supplier's risk and expense and any such obligation to return them must be expressly agreed to in writing by Archroma.

20.2. The Supplier warrants that the delivery of the Product complies with CLP.

20.3. Seller shall dispatch all documents required by law and any documents required by Archroma according to Archroma's instructions at the latest upon Delivery.

20.4. If the Supplier does not comply with the stipulations of this clause 20, Archroma has the right to reject Delivery. In that event, the Products are deemed to be undelivered.

20.5. Seller agrees to honour all instructions from Archroma concerning means of transport, routing and invoicing of transport, and insurance cover during transport.

21. Intellectual Property Rights; Licences

21.1. Seller shall not infringe on any third party Intellectual Property Rights such as patents, trademarks, copyrights and models with regard to the Products

21.2. Supplier shall indemnify and hold Archroma harmless against any Claim and Costs arising from or incurred by reason of any infringement of Intellectual Property Rights of third parties in connection with the Product or parts thereof, including the use of material or equipment and sale of products manufactured with the Product.

21.3. In the event of any Claim being made against Archroma arising out of the matters referred to herein, Supplier shall be promptly notified

thereof and shall at its own expense support Archroma upon Archroma's first request with all reasonably expected documents, statements and evidence. Archroma is free to conduct all negotiations for the settlement of such Claim. Archroma shall keep Supplier informed about all major steps, including but not limited to written pleadings and settlement proposals, in the course of such negotiations or litigation.

21.4. 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.

21.5. All Intellectual Property Rights in the Materials made available to Seller by Archroma will vest in Archroma. All Intellectual Property Rights in the Materials held (together, the Background IP) or produced or developed by Seller on the instructions of Archroma, the adjustments thereto, extensions thereto and/or relating information, documents, etc. (together, the Foreground IP) are or shall become the property of Archroma. Seller herewith assigns and transfers to Archroma all rights in and to such Foreground and Background IP upon creation and Archroma accepts such assignment and transfer. To the extent such assignment and transfer is legally impossible, Seller hereby grants to Archroma a worldwide, irrevocable, exclusive, sub-licensable, assignable and transferable, royalty-free license that is unlimited in time, geographical scope and field of use, to use the Foreground and background IP in any manner, for all known and unknown types of use, and for any purpose whatsoever. All the aforementioned rights are granted in consideration for the remuneration paid by Archroma under the Contract.

In addition, the Parties agree that the aforementioned license and assignment of Intellectual Property Rights on Foreground IP and Background IP are (i) exclusive, irrevocable, sub-licensable, assignable and transferable, (ii) granted or assigned as soon as the related work is created, (iii) for as long as the related work is protected under author's rights, (iv) for the entire world, (v) for any purpose including manufacturing, marketing, advertising, publishing, merchandising, and (vi) in any manner and on any actual, future, known or unknown medium. Such licensed and assigned Intellectual Property Rights include the unrestricted rights of reproduction, representation, performance, display, broadcasting, modification, adaptation, distribution, translation, rental and location of copies of all or part of the Foreground IP and Background IP.

22. Confidentiality

22.1. During the term of the Agreement and for a further period of ten (10) years after, Supplier shall maintain all Material made available to Supplier by Archroma as strictly confidential and in particular undertakes to only disclose Material to those of its employees, directors and officers who need to know it strictly for the performance of the Agreement, not to disclose the Material to any third party, except that Supplier may disclose Material to those of its Representatives who for the performance of the Agreement reasonably need to have access, not to use the Material for any purpose other than the performance of the Agreement and to take all necessary steps to keep the Material secure and prevent unauthorised access to it. Supplier undertakes to return the Material to Archroma in good condition, together with any copies and the like which have been produced, at Supplier's sole expenses, as soon as they have served the purpose for which they are intended, or earlier, if Archroma so requests, and to confirm to Archroma in writing that any and all Material has been returned.

22.2. Material does not include information which the Supplier can prove was publicly available at time of disclosure or has become publicly available without breach of this Agreement, was in Supplier's possession at the time of disclosure and was not acquired directly or indirectly from Archroma, or has been independently developed by Supplier or has been lawfully received from another third party who did not receive the information in confidence from Archroma.

22.3. Notwithstanding the above, Supplier shall be entitled to make a disclosure of the Material if, and to the extent it is required by law or by order of any competent governmental or other regulatory authority, provided that Supplier is permitted by law, it first notifies Archroma to enable Archroma to take an appropriate protective order and/or other action.

22.4. Without limitation, Supplier undertakes to ensure that the obligations of confidentiality set out in this Agreement are fully complied by Supplier's Representative(s) and third parties; and to fully indemnify Archroma for liability arising under this Agreement, for any failure to do so.

22.5. Supplier shall not make any reference in its marketing or commercial documents to the existence or the content of the Agreement.

23. Termination and expiration of the Contract

23.1. Without prejudice to all other rights or any other compensation to which Archroma might be entitled contractually or pursuant to the law, including compensation for costs and expenses to obtain the Product from a third party, Archroma is, with immediate effect and without prior court approval, entitled to terminate the Contract or any part thereof by means of a written notice to Supplier:

- if, notwithstanding reasonable written notice from Archroma, the Supplier fails to comply properly or remedy any such non-compliance with its obligations set forth under articles 4, 5, 7, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 26 and 27 of the Conditions.

- in the cases explicitly provided for under the Contract;

- to the extent permitted under the law, the Supplier is unable to pay, declared bankrupt, files for bankruptcy, applies for a moratorium or is subject to similar measures in the jurisdiction in which Supplier's organisation is established, he ceases business operations or liquidates his business, his permits are revoked, a significant part of his assets or goods intended for the execution of the Contract are attached or he transfers his business to a third party or parties.

23.2. On termination or expiration of the Contract, the following clauses of the Conditions shall survive and continue in full force and effect: Clause 15 (Indemnification); Clause 18 (Insurance); Clause 22 (Confidentiality); Clause 24 (Disputes) and Clause 25 (Applicable Law). Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement or these Conditions which existed at or before the date of termination."

24. Disputes

If any disputed Claim whatsoever or any difference of opinion or other dispute of whatever kind regarding the Contract and the performance thereof, and including claims of invalidity or for rectification (hereinafter collectively 'Dispute') arises between the parties and cannot be

resolved through mediation by the parties themselves, such Disputes shall be exclusively and finally settled by the courts of the jurisdiction in which Archroma has its registered office.

25. Applicable law.

Without 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 and disputes concerning the validity, interpretation, enforceability, execution and termination relating to the Contract or any issues regarding the Product, shall be governed by the law of the place of jurisdiction in which Archroma has its registered office. Such law is applicable, with the exclusion of any other choice of law or whatever other local, foreign or international rules of conflict that would make 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 the required REACH timeframes the substance(s) within the Product (including monomers and other reactants contained in any polymers supplied) that Supplier manufactures in or imports into the European Economic Area ("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/EEC in the case of mixtures supplied prior to June 2015. The Supplier has notified relevant substances in the Product within the timeframes 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 or appoint an Only Representative ("OR") in accordance with Article 8 REACH to ensure compliance with REACH. Supplier agrees that the OR has timely registered or shall register the REACH Substance(s). In addition, by written contract with the OR or an OR Trustee, the Supplier shall provide to such entity on a calendar-year basis no later than 31 January of the following year information regarding the total quantities of Product sold to Archroma, and provide to Archroma copies of the same.

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 the REACH Substance(s), it shall provide immediately to Archroma 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 using the REACH Substance in quantities of one tonne or more per year and no later than 12 months before the 31 May 2018 deadline per Article 28(6) REACH. Supplier shall provide immediately to Archroma written documentation of such pre-registration; 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 before manufacture or import in quantities of 1 tonne or more per year and provide immediately to Archroma written documentation of registration; if Supplier decides not to register, it shall provide immediately to Archroma written notification of such decision.

26.7 Archroma has the right to notify Supplier until 12 months before the registration deadline of any use of the Product in order for such use to qualify as an identified use as defined in Article 3(26) REACH. If Supplier rejects the use as an identified use, it shall respond within 30 days of Archroma's notification and provide the bases for rejection. Otherwise, Supplier has included Archroma's identified uses in Supplier's registration of the REACH Substance(s). Supplier has requested all of its raw material suppliers to include these identified uses in their REACH registrations. Archroma has the right not to identify its use to Supplier; and if so, represents that its uses are consistent with any directives or restrictions contained in labelling or other documentation for the Product.

26.8 Supplier and Archroma shall provide safety data sheets ("SDS") down the supply chain as required by and meeting the requirements of Article 31 REACH; or alternatively providing and updating specified information as required by Article 32 REACH. Where the Product contains a REACH Substance(s) registered by the Supplier, the SDS shall contain the full registration number if so required by REACH, and shall provide the relevant exposure scenarios as a SDS extension within a reasonable time of registration completion. Where the Product is a mixture, Supplier will provide truncated registration numbers for the hazardous substances appearing on the SDS, including within a reasonable time those made available by Supplier's suppliers.

Supplier agrees to provide relevant SDS updates and information to Archroma, or to its agent ACTIO, upon reasonable request for purposes of Archroma updating its SDSs.

26.9 Supplier and Archroma 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 questions or requests for information regarding REACH. Supplier shall immediately notify Archroma 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 Authorisation (Annex XIV REACH) or restriction (Annex XVII REACH), or for evaluation under the Community rolling action plan (CoRAP) (Article 44 REACH).

26.10 Supplier and Archroma warrant that they will otherwise comply with REACH and CLP in their respective roles as manufacturer/importer/supplier and downstream user/customer.

Archroma is entitled to terminate the Agreement by written notice with immediate effect if: (i) the Supplier delays unreasonably or declines, absent an exemption, first time pre-registration and/or registration of the REACH Substance(s); (ii) the Supplier unreasonably rejects a use identified by Archroma as an identified use; or (iii) ECHA rejects the pre-registration and/or registration of the REACH Substance(s) or imposes Restrictions on or subjects the REACH Substance(s) to Authorisation."

26.11 Other than as provided, nothing in this Section shall provide or be construed to provide an additional warranty or representation by Archroma or additional termination rights to Supplier. Nothing in this Section is a limitation on the scope or effect of any other provisions of this Agreement; and for the avoidance of any doubt any reference to specific legal provisions or requirements is without prejudice to the application and effect of other applicable legal provisions or requirements and does not constitute any waiver of rights under law or this Agreement.

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 Archroma 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 with or necessary for the performance of this Contract (the Purposes), and that Archroma may transfer the Personal Data to Archroma 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 Archroma is collected by the Supplier and provided to Archroma in accordance with applicable Data Protection Legislation; and

2/ The persons whose Personal Data are provided by the Supplier to Archroma in relation with this Contract have received fair processing information and, if applicable, have given all required consents to the Processing of and transfer of their Personal Data by Archroma.

27.3. If and to the extent that the Supplier 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 Supplier as Processor must act only on the written instructions of Archroma 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 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; 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; assist Archroma in providing Data Subject access and allowing Data Subjects to exercise their rights under Data Protection Legislation; assist Archroma in meeting its obligations in relation to the security of processing; provide notification of personal data breaches in sufficient time to enable Archroma to comply with its own onward obligations after Supplier becomes aware of it; 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; 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, 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 underlying agreement, work authorization or purchase order between the Parties.

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, 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 Local Law the parties agree to define "child" as being a person of less than fifteen (15) years of age. If Local Law sets the minimum age below 15 years of age, but is in accordance with exceptions under International Labour Organization Convention 138, the lower age will apply; and (ii) a) it shall not give, promise or offer any Bribe, or request, agree to receive or accept any Bribe, in connection with this Contract or its dealings with the other party (this applies whether the Bribe is direct or through another party, and whether or not it involves a government official); b) confirms that it is not an entity of which a government official is a principal, material shareholder, officer, director or employee and is not an entity which is affiliated with any such government official; c) shall have in place adequate procedures to prevent those performing services on its behalf from committing Bribery; and d) shall keep accurate and true records that are not misleading of all payments made in connection with this Contract or its dealings with Archroma or the Archroma Representatives.

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 clause by a valid one that has the same effect within the confines of the law as the affected clause.

29. Waiver, rights and remedies

No failure or delay by Archroma to exercise any right or remedy provided under this Contract or by law nor the payment of an invoice 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. This clause shall not constitute a prolongation of statutory periods of limitation.