

General Purchase Conditions of Archroma for Archroma legal entities registered in Italy

1. Definition list:

Acceptance means the confirmation by Archroma that the Supplier has completed the Works and submitted all relevant documentation pertaining to the Works.

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, liability, penalty, demands and causes of action.

Conditions means these General Purchase Conditions, available on <https://www.archroma.com/compliance>

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 Claim including but not limited to legal fees and expenses, professional fees, disbursements, fines and convictions (including but not limited to those 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 the Goods or Works in accordance with article 11.

Design Documents means all preparatory documents, drawings and/or designs.

EHS means environment, health and safety.

Goods mean the goods, material and/or equipment to be supplied by Supplier in accordance with the Contract.

Archroma means the legal entity placing an 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.

Local Law means all applicable national, state, municipal, local and other laws, codes and regulations and any requirements, ordinances, rules and regulations of any authorities having jurisdiction in connection with the Supplies in regard of but not limited to employees, social benefits, labour regulations, EHS, the Site, taxes and technical requirements which would typically be observed by a reasonable and prudent operator.

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.

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

Review means examination, inspection or review by or on behalf of Archroma.

Site means the premises of Archroma at which Delivery is to take place, including any land and other places provided by Archroma for the purposes of the Contract on, under, in, or through which the Works are to be executed pursuant to the Contract.

Specifications means the technical specifications of a Good 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 or Seller means the party who supplies or sells Goods and/or executes the Work.

Supplier's Personnel means Supplier's directors, employees, officers, agents or advisors of Supplier and any person acting on that person's or Supplier's behalf.

Supplies means Goods and Works.

TUPE means (a) Directive 2001/23/EC; and/or (b) any transposition, incorporation, or implementation of the said directive in any applicable law, all as may be amended, supplemented or replaced from time to time.

TUPE Liability means any liability, cost, or expense arising from or in connection with the application or alleged application of TUPE, including without limitation any legal fees and expenses.

Works means services and/or erection, installation or other works as well as the supply of materials, equipment, documents in connection with such services and works, in accordance with the Contract.

2. Applicability

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

2.2. A purchase order and/or these Conditions, are deemed accepted by the Supplier fourteen days after the date on which they are received by the Supplier, unless earlier rejected.

2.3. The Conditions apply to all invitations to tender, quotations, orders and agreements concerning the supply of Goods or the supply of Works to Archroma or at the Site(s).

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. In the event of a conflict, the following order of precedence shall apply: the Contract, the Conditions and the invitation to tender (if any).

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

3. Invitation to tender and order

3.1. Invitations to tender are not binding on Archroma and only serve as an invitation to the Supplier to issue a quotation.

3.2. A quotation by the Supplier is irrevocable and valid for at least ninety (90) calendar days as from the date of quotation.

3.3. Archroma does not reimburse any costs incurred by the Supplier on issuing a quotation.

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

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

4. EHS and Site conditions

4.1. The Supplier is deemed to be familiar with 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.

4.2. The Works may have to be carried out simultaneously with several other contractors and suppliers which will be working on the Site. In such cases a close co-operation with Archroma, for the coordination of the activities of the various contractors, is necessary. Hindrances and waiting times can result from time to time. Any such difficulties shall not give Supplier a valid Claim for extension of the completion date of the Works or financial compensation.

4.3. During the execution of the Works, the Supplier shall maintain the Works area in a clean state. Supplier shall immediately remove from the Site any faulty or defective materials. Upon Delivery of the Works, Supplier shall leave the whole of the Works and the Site clean, safe and to the satisfaction of Archroma. During the execution of the Works either on an individual basis by the Supplier or simultaneously with other contractors, the Supplier will at all times comply with Local Law on Labour Risks Preventions and Health and Safety which may apply from time to time.

5. Local Law, permits and licences

Supplier shall comply with Local Laws. Supplier shall obtain and maintain all permits, certifications and licences or the like required to perform under the Contract, for the proper execution of the Works and the use of the Supplies except those, which according to the Contract shall be provided by Archroma.

6. Changes and contract variations

6.1. Archroma may change, add and/or delete Contract documents as Archroma may consider necessary to define or to explain more clearly the Supplies. Such changes, additions and/or deletions shall be made in writing. They shall be considered as part of the Contract unless 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, he shall inform Archroma forthwith and in writing, and issue a new quotation regarding the price and term associated with it, as well as the consequences for the other work to be carried out by the Supplier.

6.2. Additional work the Supplier could or should have foreseen at the time the Contract was concluded, or that is the result of a shortcoming on the part of the Supplier, shall in any event not be regarded as a change.

6.3. 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.

7. Assignment and subcontracting

7.1. Supplier shall not assign, transfer, delegate or subcontract the whole or any part of the Contract or any of its rights and obligations arising from tender invitations, quotations or orders without the prior written approval of Archroma. In the case of such approval, articles 7.2 and 7.3 shall apply.

7.2. The Supplier shall be jointly and severally liable with any approved assignee, sub-supplier, delegated person or, as the case may be, sub-contractor in connection with its obligations and liabilities under the Contract.

7.3. The conditions of the Contract shall be extended and incorporated into all contracts concluded between Supplier and approved sub-suppliers and sub-contractors. At Archroma's request, Supplier shall demonstrate compliance with this obligation. In the case of termination of the Contract, Supplier shall, at Archroma's first request, procure that Archroma and the relevant sub-contractor enter into a new agreement for the supply and provision of all or part of the Supplies.

Supplier acknowledges and confirms that the fulfillment of this obligation cannot be construed or otherwise deemed as a brokerage activity or as mediation and that it is not entitled to and, to the extent necessary, hereby waives any finder's fee or any kind of brokerage commission in relation to or in connection with its activity and the agreement, if any, which will be entered into by Archroma and the sub-contractor.

8. Transfer of risk and title of ownership

8.1. For the delivery of Goods, the risk of loss of or damage to as well as the title of ownership of the Goods passes to Archroma upon Delivery.

8.2. The risk for loss of and damage to the Works or any part thereof shall pass to Archroma upon Acceptance. The title of ownership of goods and materials delivered by Supplier with regard to Works, shall pass upon arrival on the Site.

8.3. In the event that Supplier is required to incorporate in or to connect to the Supplies material or equipment which is directly or indirectly provided by Archroma to Supplier, or if Supplier is required to hold materials or equipment on behalf of Archroma, Supplier shall be responsible for any loss or damage whatsoever of or to the material or equipment supplied to him from the moment it comes into his possession until the moment he delivers the Supplies to Archroma or a third party to whom Supplier has been directed by Archroma to deliver it.

8.4. Archroma shall not be liable for loss or damage to equipment, objects or materials belonging to the Supplier or Supplier's subcontractors unless such loss or damage arises out of gross negligence or willful misconduct on the part of Archroma.

8.5. All Supplies shall be free and clear of all liens, security interests and encumbrances. By starting with the execution of the Works, Supplier shall be deemed to have waived the right to retain (part of) the Works.

9. Pricing

Prices for Supplies are fixed and include, but are not limited to, the cost of all necessary material, equipment, tools and documents, all cost of handling, transport, utilities, duties, taxes (V.A.T. excluded), insurances, permits, premiums, supervision, EHS provisions, labour, reproduction, communication, delivery and all other items or components whether of a temporary or permanent nature required to deliver the Supplies in accordance with the Contract, as well as all fees, expenses, overhead and profit.

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 forty five (45) days of receipt of a valid invoice.

10.2. Payment is subject to Delivery of the Supplies 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 Supplies are rectified.

10.4. Payment by Archroma shall not constitute recognition that the Supplies are 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 an invoice by the due date, Archroma shall pay interest on the amount owed from the due date or, if applicable law allows to do so, from the date Archroma receives a written notice, 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; and

ii. if the applicable law does not contain such mandatory provisions, 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 date of the notice of default or the statutory interest rate in force on the date of the notice of default.

11. Delivery

11.1. Delivery of Goods shall be DDP – VAT Unpaid (ICC Incoterms 2020) at the time and place and in the quantities specified in the Contract.

11.2. Delivery of Works shall take place upon Acceptance of the Works within the timeframe and at the place specified in the Contract.

11.3. Partial Deliveries are not allowed, save with prior written permission of Archroma.

11.4. Archroma shall be excused from taking Delivery in case of breakdown of equipment or machines or a shutdown at its Site, strike, shortage of raw materials or energy or of another situation over which Archroma has no control or which renders compliance with its obligation either impossible or unusually onerous.

12. Product support and spare parts

The Supplier guarantees, for a period of ten years, the availability to Archroma of spare parts for the Supplies concerned and the maintenance required to keep them in a good condition, at competitive prices respectively.

13. Guarantee

13.1. The Supplier shall deliver Supplies that are in conformity with the Contract and guarantees that the Supplies meet all Specifications, properties and performances specified and be fully and safely operable for the intended purpose, and are free from any visible and hidden defects and in accordance with all Local Laws.

13.2. The Supplier is required to obtain information on Archroma's usage of the Supplies and guarantees that the Supplies are suitable for this usage. The Supplier guarantees that the Supplies are entirely complete and ready for use. The Supplier guarantees, inter alia, that all parts, consumables, tools, spare parts, directions for use, as-built drawings, quality, inspection and material certificates and instruction booklets (in the local language) required for achieving the purpose stated by Archroma are included in the Supplies

13.3. The Supplier shall be liable for defects in the Supplies during a period as stated in the applicable laws or if guaranteed by the manufacturer of the Supplies, but at least 24 months after Delivery. In case of replacement of the Supplies by the Supplier in application of article 13.5, that period shall start again at the time of Delivery of the replaced Supplies. In case of partial replacement, this applies only to the replaced parts.

13.4. Archroma shall be released from the obligation to carry out an immediate inspection upon Delivery of Goods.

13.5. For defects which become apparent during the guarantee period, the Supplier shall, within a reasonable period set by Archroma, repair or, at Archroma's discretion, replace the defective Supplies. The Supplier bears all the costs, including but not limited to materials, transport, travel and accommodation, assembly and disassembly and labour costs.

13.6. 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 Supplies or may have them repaired or replaced, and recover the costs from 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, Archroma shall have the right to compensation for all the damage caused by the deficiency of the Supplies 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

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

15. Indemnification

15.1. Supplier shall hold harmless and fully indemnify Archroma 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 any and all Costs. Archroma 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 Archroma, except in case of Archroma's willful misconduct or grossly negligent breach of duty.

15.2. Save in the event of willful misconduct or gross negligence on the part of Archroma, Supplier shall hold harmless and fully indemnify Archroma against any Claim brought by Supplier's Personnel, on account of property damage, destruction or loss arising out of any act or omission of Archroma.

15.3. If, due to Supplier's failure to do so, Archroma is held liable to make any payments, including but not limited to social security and tax payments, to the employees employed by Supplier for Works or to any other third party, including but not limited to public authorities, whether it be or not on special blocked accounts, pursuant to legislation regarding the joint and several liability for social and tax liabilities of a contractor or any similar legislative measures, or otherwise, Supplier shall remain liable and immediately compensate Archroma and indemnify and hold harmless Archroma for any 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 established for the Site, unless otherwise agreed by Archroma. Daily records of hours worked, approved by a Representative, shall be attached to Supplier's invoice(s).

17. Supplier's Personnel

17.1. Supplier's Personnel shall be suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that 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 satisfactory or is otherwise not acceptable to Archroma and replace such personnel immediately without cost to Archroma.

17.3. Supplier's Personnel shall not be considered employed by Archroma, and their physical presence on the Site and/or the transmission of punctual instructions as to the performance of the Supplies by Supplier's Personnel shall not be construed as evidence of the existence of any employment relationship between such Supplier's Personnel and Archroma. Whenever Supplier's Personnel are on the Site, they shall at all times strictly abide by all EHS policies in effect at the Site, as set forth in article 4. To the extent that Archroma would deem it necessary, or be required, to give instructions or orders to Supplier's Personnel in the performance of the Supplies rendered by such personnel, parties will, on Supplier's immediate initiative, draft and execute the appropriate arrangements and agreements as prescribed by mandatory regulations in the relevant jurisdiction.

17.4. It is not the expectation of Archroma and Supplier that TUPE will apply to the Contract or to the provision of Supplies. The Supplier will use all reasonable endeavours to ensure that Archroma and its Representatives do not incur TUPE Liability, and shall on demand indemnify and hold the said persons harmless from and against any and all such TUPE Liability.

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 to cover all its liabilities and guarantees for Supplies 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. Review of Design Documents and Supplies

19.1. Design Documents required for the Supplies should be submitted by the Supplier for Review prior to Delivery on Archroma's demand or on the date or time mentioned in the Contract.

19.2. Archroma shall not be obliged to conduct immediate Review upon receipt of the Design Documents.

19.3 No rights accrue to the Supplier as a result of the outcome of such a Review. A Review shall not be construed as approval by Archroma of the completeness, correctness or practicability of the Design Documents. Any Review or failure to Review shall not relieve Supplier of any responsibility or liability with respect to the Supplies nor shall it limit Archroma's rights for Claims and/or indemnification.

20. Packaging and transport

20.1. All Supplies shall be manufactured, labeled, 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 Supplies at the named destination; and (d) in accordance with any special instructions of Archroma. Charges for preparation, packing, and transportation are included in the price unless separately specified in the Contract. Where applicable, any containers or packaging that must be returned to Supplier will be returned at 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 Supplies comply with Regulation (EC) No 1272/2008 of 16 December 2008 on Classification, Labeling and Packaging of substances and mixtures, as amended ("CLP") as may be amended, supplemented or replaced from time to time.

20.3. If the Supplier does not comply with the stipulations of this article 20, Archroma will have the right to refuse Delivery of the Supplies concerned. In that event, the Supplies are regarded as undelivered.

21. Intellectual Property Rights; Licences

21.1. All intellectual property rights (including copyrights and unregistered rights) that are held or will be held by Supplier and that are or will be created in the performance of the Contract, the adjustments thereto, extensions thereto and/or relating information, documents, procedures, etc. (together, the Foreground IP) will vest in Archroma, and Supplier herewith assigns and transfers to Archroma all rights in and to such Foreground IP upon creation.

To the extent such assignment and transfer is legally impossible, Supplier 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 IP in any manner and for any purpose whatsoever.

Supplier will make sure that each of Supplier's Personnel who prepares, contributes to, or is involved in Supplier's performance of the Contract assigns and transfers (or, where assignment and transfer is impossible, licenses) to Supplier all intellectual property rights (including copyright and unregistered rights) that emerge from such preparation, contribution or involvement so that Supplier can assign and transfer (or, where assignment and transfer is impossible, sub-license in accordance with the preceding paragraph) to Archroma all Foreground IP.

Supplier grants to Archroma a non-exclusive, worldwide, irrevocable, sub-licensable, royalty-free license that is unlimited in time, geographical scope and field of use under all intellectual property rights (including copyright and unregistered rights) that are held by Supplier and/or third parties and that are or will be used in the performance of the Contract, the adjustments thereto, extensions thereto and/or relating information, documents, procedures, etc. or that are or will be used in the products and processes that result from such performance (together, the Background IP).

If and to the extent that any Foreground IP or Background IP that is assigned and transferred or licensed to Archroma under this clause 21 includes copyright, the assigned and transferred or licensed copyright shall include, without limitation, the right to reproduce, perform, display, broadcast, adapt, distribute, translate, rent and lend the copyrighted works and such copyright will be assigned and transferred or licensed for the entire world, for as long as such copyright exists and for all purposes including, without limitation, manufacturing and commercialising on any actual, future, currently known or unknown media.

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

21.2. Supplier shall indemnify and hold Archroma harmless against any Claim and Costs arising from or incurred by reason of any infringement of trademark and/or other intellectual property rights of third parties in connection with Supplies or parts thereof, including the use of material or equipment and sale of products manufactured with the Supplies.

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 his 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.

22. Confidentiality

All data, designs, drawings and other documents and information disclosed to Supplier by Archroma or its Representatives are confidential and shall not, without the prior written approval of Archroma, be used by Supplier for any purpose whatsoever other than for the performance of Supplier's obligations under the Contract. Without Archroma's prior written approval Supplier shall not make public any detail of the Contract, the Supplies, the material or equipment to be supplied or the purpose for which any Supplies is to be used.

23. Termination

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 Supplies from a third party, Archroma is entitled to terminate the Contract or any part thereof by means of a written statement:

- if, pursuant to Article 1456 of the Italian Civil Code, the Supplier fails to comply or to comply properly with its obligations provided under articles 4, 5, 7, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 26 and 27 of the Conditions. Without prejudice to the foregoing, Archroma is also entitled to terminate the Contract by means of a written statement pursuant to Article 1454 of the Italian Civil Code if the Supplier (i) fails to comply with one or more of its obligations under the Contract, (ii) receives a written notice by Archroma requesting to comply within a given timeframe and (iii) did not comply to such obligation(s) within the timeframe mentioned in the notice.

- to the extent permitted under the law, if the Supplier is 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.

24. Disputes

If any Claim whatsoever or any difference of opinion or dispute of whatever kind regarding the Contract and the performance thereof (hereinafter "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 competent for the place in which Archroma has its registered office.

25. Applicable law.

Without prejudice to Supplier's obligation to comply with Local Law in accordance with articles 4, 5, 13, 16, 20 and 27, all issues, questions and disputes concerning the validity, interpretation, enforceability, execution and termination relating to the Contract or any issues regarding Supplies, 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. Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)

The Supplier warrants 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, Authorisation and Restriction of Chemicals, as amended, supplemented or replaced from time to time (REACH).

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 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 represents and warrants 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 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 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 Archroma 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.

30. Approval

30.1. The Supplier acknowledges that (i) the indemnification obligations contained in these Conditions, including but not limited to the ones provided for under article 15, are autonomous and independent obligations, (ii) none of the representations, warranties and guarantees given by the Supplier under these Conditions shall be construed or otherwise deemed as a representation, warranty or guarantee for the purpose of or under Articles 1490, 1497, 1512 or 1667 of the Italian Civil Code and (iii) any claim, right or remedy that Archroma has under these Conditions with respect to any breach of any representation, warranty or guarantee given by the Supplier shall not be subject to the restrictions under Article 1495, 1512, 1663 and 1667 of the Italian Civil Code.

30.2. Pursuant to Article 1341 of the Italian Civil Code, the Supplier expressly and specifically approves the following provisions contained in the Conditions: Article 2 ("Applicability"), Article 3 ("Invitation to tender and order"), Article 4 ("EHS and Site conditions"), Article 6 ("Changes and contract variations"), Article 8 ("Transfer of risk and title of ownership"), Article 10 ("Invoicing and payment"), Article 11 ("Delivery"), Article 13 ("Guarantee"), Article 15 ("Indemnification"), Article 19 ("Review of Design Documents and Supplies"), Article 20 ("Packaging and transport"), Article 21 ("Intellectual Property Rights; Licences"), Article 23 ("Termination"), Article 24 ("Disputes"), Article 25 ("Applicable law"), Article 27 ("Data Protection and Compliance").