

ARCHROMA GENERAL PURCHASING TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

昂高產品與服務通用採購條款

1 General 總則

1.1 Except as otherwise agreed in writing by the Parties, these General Purchasing Terms and Conditions shall apply to and form part of any and all purchasing contracts, agreements, purchase orders or any other purchasing relationships no matter orally or in writing (collectively referred to as the “Purchase Agreement”) between Archroma and/or its Affiliates and Suppliers of the Products and/or Services.

除雙方另有書面約定外，本通用採購條款適用於昂高和/或其關聯公司與產品和/或服務供應方訂立的任何及所有口頭或書面採購合同、協定、訂單或其他採購關係（統稱 “採購協議”）並構成其有效組成部分。

1.2 The Purchase Agreement and these General Purchasing Terms and Conditions constitute the entire agreement between Supplier and Archroma with respect to the delivery of the Products and/or Services and exclude and supersede any general sales conditions of Supplier or any other general or standard trading terms which may be written on or referred to in any quotation, offer, order confirmation, invoice or other documentation used or made available via website owned or operated by Supplier, and Supplier hereby expressly waives any right which it otherwise might have to rely on its such terms and conditions.

採購協議與本通用採購條款構成供應方和昂高就產品和/或服務交付的完整協定，排除並取代供應方的通用銷售條款或其它可能書就于供應方使用的報價、要約、訂單確認、發票或其它文件上或列載于供應方所有或經營的網站的通用或標準貿易條款，且供應方特此明確放棄本可基於其該等條款行使的任何權利。

1.3 No variation of these General Purchasing Terms and Conditions shall be effective unless expressly provided and agreed to in writing.

除以書面形式明確約定或同意外，任何對本通用採購條款的修改均不生效。

1.4 All capitalized terms used in these General Purchasing Terms and Conditions shall have the meaning specified for such terms in the Purchase Agreement or Article 15 ("Definitions") of these General Purchasing Terms and Conditions.

本通用採購條款中所採用的所有大寫的術語應具有採購協議中或本通用採購條款第 15 條（“定義”）中的此類術語的含義。

2 Product and Service Warranties 產品與服務保證

2.1 Supplier warrants that for a period of thirty-six (36) months from the delivery date of the Products to Archroma or any other warranty period agreed in the Purchase Agreement, the Products shall: (i) be of high quality and free from any defects in design, materials and workmanship; (ii) be functional, operational and fulfill the performance requirements specified in the Purchase Agreement; (iii) conform with the purchase order and with the Product specifications specified in the Purchase Agreement; (iv) be safe and conform with all legal, technical, environmental and other standards applicable to such Products; (v) be new, unused and fulfill the highest quality standards; (vi) be merchantable and suitable for their intended purpose of use; (vii) be free of liens and encumbrances; and (viii) conform with any statements made on the samples, containers, labels or advertisements for the Products.

供應方保證，在產品交付昂高之日起三十六（36）個月內或採購協議中另行規定的其它保證期限內，產品應：(i)具備完善品質，不存在設計、材料和工藝缺陷；(ii)功能與運轉正常，符合採購協定中規定的性能要求；(iii)符合訂單以及採購協定中規定的產品規格；(iv)安全可靠，符合該產品適用的所有法律、技術、環境和其它標準；(v)全新未使用，符合最高品質標準；(vi)適合銷售及其預期使用目的；(vii)不存在留置或妨害；以及(viii)符合該產品樣品、容器、標籤或廣告中的陳述。

2.2 Supplier warrants that at the time of delivery the Services shall: (i) meet the highest professional standards and service levels generally applied for such services; (ii) fulfill the performance requirements specified in the Purchase Agreement; (iii) conform with the purchase order and the service descriptions and service levels specified in the Purchase Agreement; (iv) be performed in a professional, timely and prudent manner; (v) be safe and conform with all legal, technical, environmental and other standards applicable to such services; (vi) be suitable for their intended purpose of use; and (vii) conform with any statements made on the advertisements for the Services.

供應方保證，在交付時，服務應：(i)符合通常適用於該服務的最高專業標準和服務水準；(ii)滿足採購協議中規定的績效要求；(iii)符合訂單以及採購協定中規定的服務說明和服務水準；(iv)以專業、及時、審慎的方式履行；(v)安全可靠，符合該服務適用的所有法律、技術、環境和其它標準；(vi)適合預期使用目的；並且(vii)符合該服務廣告中的陳述。

2.3 The product warranties in Article 2.1 of these General Purchasing Terms and Conditions shall apply to any and all deliverables resulting from the performance of the Services.

本通用採購條款第 2.1 條中的產品保證應適用於所有因履行服務而產生的交付成果。

3 Breach of Warranties 違反保證

3.1 If any Products do not meet the product warranties specified in the Purchase Agreement and these General Purchasing Terms and Conditions, Archroma may, without prejudice to other remedies available to Archroma under the Purchase Agreement and these General Purchasing Terms and Conditions, at its discretion: (i) demand Supplier repair such Products or re-supply replacement Products which conform with the product warranties at Supplier's sole risk and expense within a time period specified by Archroma; (ii) repair itself or have a third party repair such Products so that they do conform with the product warranties and charge Supplier for the costs and expenses incurred in doing so; (iii) demand price reduction for the Products; or (iv) cancel the delivery and all other undelivered binding orders given by Archroma in whole or in part at no compensation in any form to Supplier, and demand Supplier to reimburse to Archroma the prepaid purchase price of all such Products.

如果產品不符合採購協定和本通用採購條款規定的產品保證，在不影響採購協議和本通用採購條款項下昂高的其它補救方式的前提下，昂高可自主決定採取下列行動：(i) 要求供應方在昂高規定的時間內，維修該產品或重新提供替代產品，以符合產品保證，並由供應方自行承擔風險和費用；(ii) 自行維修或委託協力廠商維修該產品，以使其符合產品保證，並向供應方收取因此而發生的成本和費用；(iii) 要求該產品減價；或(iv) 全部或部分取消交貨以及昂高提交的所有其它尚未交付的有效訂單而無需向供應方承擔任何形式的賠償或補償，並要求供應方向昂高償還所有該些產品的預付採購價款。

3.2 If any Services do not meet the service warranties specified in the Purchase Agreement and these General Purchasing Terms and Conditions, Archroma may, without prejudice to other remedies available to Archroma under the Purchase Agreement and these General Purchasing Terms and Conditions, at its discretion: (i) demand Supplier to take necessary and practicable remedial actions or to re-perform the Services to conform with the service warranties at Supplier's sole risk and expense within a time period specified by Archroma; (ii) have a third party perform the Services so that they do conform with the service warranties and charge Supplier for the costs and expenses incurred in doing so; (iii) demand price reduction for the Services; or (iv) cancel the delivery and all other undelivered binding orders given by Archroma in whole or in part at no compensation in any form to Supplier, and demand Supplier to reimburse to Archroma the prepaid purchase price of all such Services.

如果服務不符合採購協定和本通用採購條款規定的服務保證，在不影響採購協議和本通用採購條款項下昂高的其它補救方式的前提下，昂高可自主決定採取下列行動：(i) 要求供應方在昂高規定的時間內，採取必要可行的補救措施或重新提供服務，以符合服務保證，並由供應方自行承擔風險和費用；(ii) 委託協力廠商提供服務，以使其符合服務保證，並向供應方收取因此而發生的成本和費用；(iii) 要求該服務減價；或 (iv) 全部或部分取消服務以及昂高提交的所有其它尚未履行的有效訂單而無需向供應方承擔任何形式的賠償或補償，並要求供應方向昂高償還所有該些服務的預付採購價款。

3.3 In addition, Archroma shall be entitled to compensation from Supplier for any damages, losses, costs and expenses (including without limitation attorneys' fees) incurred by Archroma as a result of Supplier's failure to deliver the Products and/or Services which meet the product and/or service warranties.

此外，因供應方未能交付符合產品保證的產品和/或提供符合服務保證的服務，昂高有權對因此遭受的損害、損失、成本和費用（包括但不限於律師費）向供應方獲得賠償。

3.4 Any claims with respect to breach of product and/or service warranties shall be made by Archroma to Supplier in writing and within six (6) months from the date when Archroma became aware of the breach. If requested by Supplier, Archroma shall, at Supplier's cost and expense, send a sample of such defective Products and/or Services deliverables (if any) to Supplier where Archroma is practicably able to do so, or allow Supplier to otherwise inspect the defective Products and/or Services. Archroma may, at Supplier's cost and expense, reject or dispose of any excess or defective Products and/or Services. In the event of monetary compensation being payable by Supplier to Archroma, except as otherwise provided in the Purchase Agreement, Supplier shall settle such compensations to Archroma in accordance with applicable finance and tax policies of Archroma within seven (7) days from the receipt of such Archroma's claim of breach.

對於違反產品和/或服務保證的情況，昂高應在其知曉違反保證之日起六（6）個月內以書面形式向供應方提出索賠。如果供應方提出要求，且在切實可行的情況下，昂高應將該瑕疵產品的樣品和/或服務交付成果（如有）發送至供應方，或允許供應方以其它方式檢驗瑕疵產品和/或服務，相關成本與費用由供應方承擔。昂高可拒收或處置多餘或瑕疵產品和/或服務，相關成本和費用由供應方承擔。如果供應方應向昂高支付經濟賠償，除採購協議另有約定外，供應方應在收到昂高的索賠之日起七（7）天內通過符合昂高財務及稅務要求的方式來完成對昂高的賠償。

4 Price and Payment 價款和支付方式

4.1 The prices for Products and/or Services, the manner for payment, place of payment and currency shall be specified in the Purchase Agreement and/or purchase order of Archroma and Archroma shall pay Supplier accordingly.

產品和/或服務的價格、支付方式、支付地點及幣種應於採購協議及/或昂高採購訂單中列明。昂高應據此支付給供應方。

4.2 Except otherwise agreed in writing, the prices specified in the Purchase Agreement and/or purchase order of Archroma shall be inclusive of any and all costs, expenses, charges, duties and taxes in relation to the delivery of the Products and/or Services.

除另有書面約定外，該採購協議和/或昂高採購訂單中列明的價格應包括與交付產品和/或提供服務相關的各類成本、支出、收費、關稅和稅金。

4.3 Unless otherwise agreed in the Purchase Agreement, Supplier shall be responsible for payment of any taxes, withholding taxes (including but not limited to Value Added Tax), levies or duties now existing or hereafter enacted which relate to the sale, delivery and purchase of the Products and/or Services under the Purchase Agreement.

除非在採購協議中另行規定，供應方應負責支付現有或之後頒佈實施的與採購協定項下產品和/或服務銷售、交付和採購有關的各類性質的稅項（包括但不限於增值稅）、代扣所得稅、徵收稅項或關稅。

4.4 All payments shall be made within sixty (60) days from the date of receipt of legal and valid tax invoice in full amount, unless otherwise agreed between Supplier and Archroma.

昂高應在收到合法有效的全額稅務發票之日起六十（60）天內支付價款，但供應方和昂高間另有約定的除外。

4.5 In case the Products and/or Services have not been delivered in compliance with the terms of the Purchase Agreement or these General Purchasing Terms and Conditions or Supplier is otherwise in breach of its obligations under the Purchase Agreement and these General Purchasing Terms and Conditions, Archroma shall be entitled to withhold payment of any invoices until the aforesaid non-compliance and breach are rectified. Payment by Archroma shall not constitute the recognition of fulfilment of Supplier's obligations under the Purchase Agreement. Archroma shall be also entitled to set-off the amounts payable to Supplier with any and all amounts (including liquidated damages) accrued by Supplier to Archroma for any reason whatsoever.

如果產品和/或服務未根據採購協定或本通用採購條款交付，或供應方以其它方式違反採購協定和本通用採購條款項下的義務，昂高有權暫停相關發票的付款直至前述不符項或違約行為已被糾正。昂高的付款行為不構成對供應方履行完畢採購協議項下義務的認可。昂高亦有權將供應方因任何原因應付昂高的所有金額（包括違約金）用以抵銷其應向供應方支付的價款。

4.6 Supplier warrants that the prices for the Products and/or Services delivered to Archroma under the Purchase Agreement are not less favourable than those to any other customer for the same or like products and/or services in no smaller quantities. In the event Supplier reduces prices for such products and/or services to other customers, Supplier agrees to promptly reduce the prices to be paid by Archroma for the Products and/or Services accordingly.

在昂高的採購量不少於供應方其他客戶的情況下，供應方保證其交付給昂高的採購協定項下的產品和/或服務的價格不劣於其供應給其他客戶的類似產品和/或服務的價

格。若供應方對於供給其他客戶的產品和/或服務予以降價，供應方同意立即對應給予昂高降價。

5 Delivery 交付

5.1 Applicable delivery term, delivery mode and destination of the delivery shall be specified by Supplier and Archroma in the Purchase Agreement. In case no specific delivery term has been agreed, delivery of the Products and/or Services shall be made DDP (Incoterms 2020) Archroma’s Site. The Products and/or Services shall be delivered by Supplier timely in accordance with the delivery schedule agreed in the Purchase Agreement. In case no specific delivery time has been agreed, the Products and/or Services shall be delivered at the time requested by Archroma. Archroma shall not be obliged to accept partial, excessive, early or late deliveries.

適用的交付條件、交付方式和目的地應由供應方和昂高在採購協議中規定。若未規定具體的交付條件的，產品和/或服務應按 2020 國際貿易術語解釋通則 DDP 術語完稅後交貨至昂高現場。供應方應根據採購協定中規定的交付日程及時交付產品和/或服務。如果未規定具體的交付時間，產品和/或服務應根據昂高要求的時間交付。昂高無義務接受部分、超量、提早或延遲交付。

5.2 Archroma shall have the right to make, from time to time, changes to any single purchase order and/or the Purchase Agreement. If any such change causes an increase or decrease in the cost of or the time required for the delivery of the Products and/or Services, the Parties shall agree to equitable adjustments in the form of a separate supplementary agreement in writing accordingly.

昂高有權不時變更單一訂單和/或採購協定。若該變更導致交付產品和/或服務的成本或時間變動，雙方應另行簽署書面補充協定約定對應調整。

5.3 Title to the Products and/or Services shall transfer from Supplier to Archroma at the time when the delivery is completed in accordance with the agreed delivery term in the Purchase Agreement. The risk for loss of and damage to the Products and/or Services or any part thereof shall pass to Archroma upon Acceptance.

產品和/或服務所有權在根據採購協定的交付條件完成交付時由供應方轉移至昂高。產品和/或服務部分或全部損失的風險自昂高接受交付之日起轉移至昂高。

5.4 Archroma shall be entitled but not obliged to inspect the quality of the Products and/or Services at the time of the delivery. Archroma shall not be obliged to accept the Products and/or Services if they do not meet the requirements set forth in the Purchase Agreement and these General Purchasing Terms and Conditions. Archroma's receipt of the Products and/or Services at the time of the delivery shall not release Supplier from any of its warranties, obligations and liabilities under the Purchase Agreement or these General Purchasing Terms and Conditions.

昂高應有權但無義務在交付時檢驗產品和/或服務品質。如果產品和/或服務不符合採購協定和本通用採購條款中規定的要求，昂高無義務接受該產品和/或服務。昂高在交付時接收產品和/或服務不應免除供應方在採購協議或本通用採購條款項下的保證、義務和責任。

5.5 Supplier shall inform Archroma in writing of any foreseeable delay in delivery immediately after Supplier becomes aware of such possibility. This duty does not exclude or limit Supplier's liabilities resulting from late delivery. Supplier shall use its best efforts, including overtime work at its own cost, to prevent possible delay and to minimize the negative impact of the delay to Archroma. If a delivery is delayed due to reasons other than Force Majeure, Archroma may, without prejudice to other remedies available to Archroma under the Purchase Agreement and these General Purchasing Terms and Conditions, at its discretion: (i) agree with Supplier to a grace period for the delivery of the Products and/or Services at Supplier's sole risk and expense; (ii) demand price reduction for the Products and/or Services; or (iii) cancel the delivery and all other undelivered binding orders given by Archroma in whole or in part at no compensation in any form to Supplier, and demand Supplier to reimburse to Archroma the prepaid purchase price of all such Products and/or Services.

對於可預見的延遲交付，供應方應在知曉其可能性後立即以書面形式通知昂高。這項義務不排除或限制供應方因延遲交付所應承擔的責任。供應方應盡最大努力（包括加班並自行承擔成本），防止可能的延遲，並盡可能縮小延遲對昂高造成的負面影響。如果因不可抗力以外的原因造成延遲，在不影響昂高行使採購協議和本通用採購條款項下的其它救濟方式的前提下，昂高可根據自身的判斷採取下列行動：(i)與供應方另行協商交付產品和/或服務的寬限期，但相關風險和費用由供應方承擔；(ii)要求產品和/或服務減價；或(iii)全部或部分取消交付以及昂高提交的所有其它尚未履行的有效訂單而無需向供應方承擔任何形式的賠償或補償，並要求供應方向昂高償還所有產品和/或服務的預付採購價款。

5.6 In addition, except as otherwise provided in the Purchase Agreement, Supplier shall pay to Archroma liquidated damages in the amount of one per cent (1%) of the purchase price of the delayed Products and/or Services for each day that the Products and/or Services are delayed. The liquidated damages shall not exclude or limit Archroma's right to compensation from Supplier for the damages, losses, costs and expenses resulting from the delay, if such damages, losses, costs and expenses exceed the amount of liquidated damages paid by Supplier to Archroma. 此外，除採購協議另有約定外，每延遲一天，供應方還應根據延遲產品和/或服務的採購價格，向昂高支付百分之一（1%）的違約金。如果延遲造成的損害、損失、成本和費用超過供應方向昂高支付的違約金金額，違約金不應排除或限制昂高向供應方獲得相關賠償的權利。

6 Packing and Shipment 包裝與裝運

6.1 Supplier undertakes to pack, package, mark and/or otherwise prepare the Products in accordance with the instructions of Archroma at no additional cost to Archroma. In the absence of such instructions from Archroma, all Products shall be packed, packaged, marked and/or otherwise prepared in a manner which is in accordance with good commercial practices, acceptable to common carriers for shipment for the particular type of products and at all times adequate to ensure safe arrival and delivery of the Products at/to the named destination.

供應方承諾在不增加額外費用情況下，根據昂高的指示裝箱、包裝、標示及/或其他方式準備產品。如昂高未作此類指示，則按適當的商業慣例、普通承運人可接受的對特定產品的裝船方式和任何時候均足以保證將產品安全運抵指定目的港的方式裝箱、包裝、標示及/或其他方式準備產品。

6.2 Where containers or packaging are to be returned to Supplier, this must be clearly stated on the transport documents or invoices, and the returning shall be at Supplier's risk and expense unless otherwise agreed upon in writing.

如集裝箱或包裝將歸還供應方的，須在運輸合同或發票上明確表示，並且供應方應承擔歸還的風險及費用，但另有書面約定除外。

6.3 Supplier shall dispatch all documents required by law and any documents required by Archroma according to Archroma's instructions and at the latest upon

delivery of the Products. If Supplier fails to dispatch the required documents with the Products, Archroma has the right to refuse to accept the delivery of such Products. In such case, for the purposes of these General Purchasing Terms and Conditions, the Products shall be deemed to be undelivered.

供應方應根據昂高指示至遲于產品交付時將法律規定的所有檔和昂高要求的任何檔送至昂高。如供應方未能將所需檔與產品一併發送，昂高有權拒絕該產品的交付，並根據本通用採購條款的目的，視為產品未交付。

7 Intellectual Property Rights 智慧財產權

7.1 Supplier hereby agrees that upon delivery the Products and/or Services, Archroma acquires the right to a non-exclusive, world-wide, royalty free, perpetual use of such Intellectual Property as they relate to Archroma’s use, possession, sale or distribution of the Products and/or Services.

供應方在此同意交付產品和/或服務時，給予昂高與使用、佔有、銷售或分銷產品和/或服務相關的使用其智慧財產權的非排他的、世界範圍的、免費的、無限期的權利。

7.2 Archroma retains ownership and other rights to any Intellectual Property owned or used by Archroma at the time of entering into the Purchase Agreement. Ownership and all other rights to any new Intellectual Property developed by either Party or jointly by the Parties under or in connection with the Purchase Agreement shall belong to Archroma. Supplier shall transfer to Archroma the title and other rights to such new Intellectual Property. Supplier shall give to Archroma all reasonable assistance and execute all documents necessary to enable Archroma to register or otherwise protect its rights in any such new Intellectual Property.

昂高保留其在簽訂採購協議時擁有或使用智慧財產權的所有權或其權利。任意一方或雙方在履行採購協議時產生的新智慧財產權的所有權及其他權利應屬於昂高。供應方應向昂高轉移此類新智慧財產權的所有權及其他權利。供應方應為昂高提供各類合理協助，簽署將使昂高進行登記或以其它方式保護新智慧財產權所需的所有檔。

7.3 Supplier represents and warrants to Archroma that the Products and/or Services shall not infringe any third party's Intellectual Property rights and undertakes to indemnify Archroma against any and all claims, losses, damages, costs and expenses suffered by Archroma in relation thereto.

供應方向昂高陳述與保證產品和/或服務沒有侵害任何協力廠商智慧財產權，並承諾賠償昂高因此而遭受的任何索賠、損失、損害、支出及費用。

8 Confidentiality & Data Protection 保密和資訊保護

8.1 Supplier shall keep in confidence all commercial, technical, financial and other confidential information provided by Archroma (“Confidential Information”). During the term of the Purchase Agreement and for a period of three (3) year thereafter, Supplier shall not disclose Confidential Information to any third party or use such Confidential Information for any other purpose than the performance of its obligations under the Purchase Agreement. Additional terms contained in any applicable confidentiality or non-disclosure agreement entered into between Supplier and Archroma shall also be applied to the exchange of information under the Purchase Agreement.

供應方應對昂高提供的所有商業、技術、財務和其它保密資訊（“保密資訊”）嚴格保密。在採購協議有效期內及其屆滿後三（3）年內，供應方不得向協力廠商披露保密資訊，或將此類保密資訊用於履行採購協定項下義務以外的其它目的。供應方與昂高之間簽訂的應適用的保密協定或不披露協定中包含的其他條款也應適用於採購協定項下的資訊交流。

8.2 Supplier undertakes to impose the same obligations on any employees and third parties which obtain Confidential Information as required for the performance of the Purchase Agreement and warranties that such employees and third parties will comply with such obligations.

供應方承諾任何履行採購協議所需而知曉保密資訊的員工及協力廠商均負有相同義務，並保證該些員工及協力廠商遵守該義務。

8.3 Supplier shall not be entitled to use Archroma as a reference for marketing or commercial purposes without the prior written consent of Archroma. 未經昂高事先書面同意，供應方無權援引昂高用於市場行銷或商業用途。

8.4 Each party shall comply with applicable Data Protection Legislation when Processing Personal Data in the course of performing its obligations under the Purchase Agreement and these General Purchasing Terms and Conditions.

各方在履行採購協議或本通用採購條款項下的義務過程中處理個人資訊時，均應遵守適用的個人資訊保護的立法。

8.5 If and to the extent that 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 a) must act only on the written instructions of Archroma unless required by law to act without such instructions; b) must ensure that employees Processing the Personal Data have committed themselves to confidentiality; c) must take appropriate measures to ensure the security of the Processing, which includes as appropriate, the pseudonymization and encryption of Personal Data, the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services, the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident, a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing; d) only engage sub-processors with the prior consent of Archroma and under a written contract that provides the same sufficient guarantees to implement appropriate technical and organizational measures that meets the requirements of the applicable Data Protection Legislation; e) assist Archroma in providing Data Subject access and allowing Data Subjects to exercise their rights under Data Protection Legislation; f) assist Archroma in meeting its obligations in relation to the security of processing; g) provide notification of personal data breaches in sufficient time to enable Archroma to comply with its own onward obligations after Supplier becomes aware of it; h) at the end of the services or work that results in the Processing of Personal Data delete or destroy all Personal Data belonging to Archroma; i) submit to Archroma audits and inspections, providing Archroma with whatever information it needs to ensure the Parties are meeting their respective Data Protection Legislation obligations; and j) tell Archroma immediately if it is asked to do something infringing Data Protection Legislation. The subject matter, nature and purpose, types of Personal Data and categories of Personal Data Subjects related to this Processing are set out in the Purchase Agreement.

若供應方以昂高的名義作為資訊處理人進行個人資訊處理的，且未締結符合《歐盟一般數據保護條例》要求的資訊傳輸協定的，雙方同意遵守並適用如下條款。雙方同意供應方作為資訊處理人 a)必須僅根據昂高的書面指示行事，但法律另有規定無需征得指示的情形除外；b)必須確保其處理個人資訊的雇員承擔保密義務；c)必須採取適

當措施以確保資訊處理的安全性，包括個人資訊的假名化和加密，持續確保資訊處理系統和服務的保密性、完整性、有效性和可恢復性的能力，在物理或技術事件發生時能及時恢復個人資訊的有效性和可訪問性的能力，定期測試、檢測和評估為確保資訊處理的安全性而採取的技術措施和組織措施的有效性的流程；d)僅在取得昂高事先許可的情況下委託下級資訊處理人，並與其簽訂書面合同，使其提供同等充分的保證以落實符合所適用的個人資訊保護立法要求的適當的技術和組織措施；e)協助昂高向資訊主體提供便利和許可，以行使其作為個人資訊保護立法項下的資訊主體的權利；f)協助昂高履行與資訊處理安全性相關的義務；g)及時通知昂高關於個人資訊違規事宜，以確保在供應方知悉該違規事宜後昂高能繼續承擔合規義務；h)在完成需要涉及處理個人資訊的服務或工作後刪除或銷毀所有屬於昂高的個人資訊；i)向昂高的審計或調查事項提交，並向昂高提供其所需的確保雙方履行個人資訊保護立法項下的義務的所有資訊；並 j)在被要求從事違反個人資訊保護立法的事項時，立即向昂高彙報。與資訊處理相關的個人資訊的主題、性質、目的和種類以及個人資訊主體的類別，由採購協議具體約定。

9 Force Majeure 不可抗力

If Archroma is prevented from accepting delivery or performing any of its other obligations by any circumstances beyond its control, including but not limited to natural disasters, war, terrorism, accidents, explosions, nuclear incidents, breakdown of equipment or machinery, sabotage, labour disturbances (regardless of the reasonableness of the demands of labour), acts or omissions of any governmental authority (de jure or de facto), port congestions, shortage of supplies, labour, facilities, fuel or power in consequence of non-delivery or any other cause, want of transport or any other cause (whether similar or dissimilar to the foregoing) which is either beyond Archroma's reasonable control or which makes the performance of its obligations either impossible or unusually onerous, Archroma shall be entitled to terminate the Purchase Agreement or purchase order(s), on written notice to Supplier without intervention of the court and without liability for any damage suffered by Supplier as a result of such termination.

因包括但不限於自然災害、戰爭、恐怖行為、事故、爆炸、核事故、設備或機器故障、蓄意破壞、勞動問題（無論是否為勞工合理要求）、政府機關作為或不作為、港口擁堵、因未交付或其他原因導致的供給、勞力、設施、燃料及能源短缺、運輸不足，或任何其他昂高無法合理控制或致使其義務履行不能或異常困難的原因（無論與前述相似或不相似）妨礙昂高接收交付或履行其他義務時，昂高無須起訴即有權書面通知供應方終止採購協定或訂單，且無需對供應方因此遭受的任何損害負責。

10 Termination 合同解除

10.1 If Supplier (1) does not properly or within time comply with any of its obligations under the Purchase Agreement; or (2) is declared bankrupt, files a petition for bankruptcy or requests the granting of suspension of payments; or (3) is subject to similar measures in the jurisdiction under which Supplier is organised, Archroma shall be entitled to, ipso iure and without notice, terminate any and all Purchase Agreements concluded with Supplier with immediate effect, without any judicial orders being necessary, without prejudice to any other right or compensation of which Archroma could benefit under the Purchase Agreement and these General Purchasing Terms and Conditions or applicable laws.

昂高有權根據法律在下列情況下無需通知供應方即可解除與之訂立的全部採購協定：如供應方(1)未能適當或在期限內遵守本採購協議項下義務；或(2)被宣告破產、請求破產或停止支付；或(3)受制于供應方成立地管轄下類似的程式。昂高無需必要的司法命令即可行使該解除權，且不影響其根據採購協定以及本通用採購條款或適用的法律可享有的任何其他權利及賠償。

10.2 Archroma shall be entitled to, with or without a reason, early terminate the Purchase Agreement at any time with a fifteen (15) days prior written notice to Supplier. Supplier shall then be entitled to the prices on pro-rata basis attributable to the delivered Products and/or Services with Archroma's Acceptance. Supplier shall not seek or be entitled to any other compensation of any nature.

昂高有權在任何時候，無論是否有理由，經十五（15）天提前書面通知供應方而提前解除採購協議。供應方有權按比例收取與已提供的並為昂高接受的產品和/或服務部分相對應的費用。供應方無權要求其他任何性質的補償或賠償。

11 Indemnification to Archroma 向昂高賠償

Supplier shall fully indemnify and hold Archroma harmless from claims for any losses, damages, injuries, liabilities, costs, expenses, lawsuits, penalties, fines, interest, or taxes etc. Archroma may incur, be found liable for or is required to pay which arise out of or are related to the defect in the delivery of the Products and/or Services by Supplier.

供應方應全額賠償昂高並保證昂高免受由供應方交付產品和/或服務引起的或與之相關的各類損失、損害、傷害、債務、成本、費用、訴訟、處罰、罰款、罰息或稅金等的索賠，無論昂高是否已實際遭受，具有責任或被要求承擔該些索賠。

12 Compliance with Laws and Regulations 合法合規

12.1 Supplier shall comply with all applicable laws and regulations and all policies from competent authorities having jurisdiction in connection with Supplier's delivery of Products and/or Services under the Purchase Agreement as well as Archroma's Suppliers Code of Conduct.

供應方需依據相關法律法規以及政府主管部門的相關政策履行其于採購協定項下的交付產品和/或服務的義務，並遵守《昂高供應商行為準則》。

12.2 Supplier represents and warrants that Supplier has access to and has fully understood all Site and EHS requirements of Archroma and is obliged to comply with all EHS regulations, as well as Archroma's EHS and Site procedures and instructions. 供應方承諾並保證其已獲悉並完全理解昂高所有關於現場工作以及 EHS 方面的各項要求，並有義務遵守所有 EHS 方面的規則，並聽從昂高所有關於現場工作以及 EHS方面的程式及指示。

12.3 Supplier shall obtain and maintain throughout the effective term of the Purchase Agreement including its extension period all authorizations, permits, certificates, licenses and qualifications or the like required to perform the Purchase Agreement.

供應方需取得其履行採購協議所需的各類授權、許可、證書、執照以及資質，並確保在採購協議有效期及其續展期內持續有效。

12.4 Supplier represents and warrants that Supplier a) shall not, directly or through any third party, give, promise or offer any Bribe, or request, agree to receive or accept any Bribe, in connection with the Purchase Agreement or its dealings with Archroma; b) confirms that it is not a government official and is not affiliated with any such official; c) shall have in place adequate procedures to prevent those performing the Purchase Agreement on Supplier's behalf from committing Bribery; and d) shall

keep accurate and true records that are not misleading of all payments made under the Purchase Agreement or its dealings with Archroma.

供應方承諾並保證，供應方 a)不得給予採購協議或在與昂高的業務往來中直接或通過協力廠商給予、承諾或提供任何賄賂，或索要、同意收取或接受任何賄賂；b)不屬於政府工作人員且與政府工作人員不存在任何關聯；c)具備完善的程式防止以供應方名義履行採購協議的其他方出現腐敗行為；以及 d)保持與採購協定有關或在與昂高業務往來中付款記錄的準確、真實，而不具有誤導性。

12.5 A breach of this Article 12 by Supplier shall entitle Archroma to terminate the Purchase Agreement immediately upon written notice and Supplier shall indemnify and keep Archroma indemnified against all actions, proceedings, costs, claims, demands and expenses arising from such a breach and termination.

若供應方違反本第 12 條之規定的，昂高有權書面通知供應方立即解除採購協議，供應方需賠償並保證昂高免受由供應方違約而引起的各類行動、法律程式、成本、索賠、指令、費用等的損害。

13 Miscellaneous 其他

13.1 The invalidity or unenforceability for any reason of any part of these General Purchasing Terms and Conditions shall not prejudice or affect the validity or enforceability of the remainder.

任何原因導致本通用採購條款任何部分的無效或不具執行性不妨礙或影響其餘條款的效力或執行性。

13.2 Supplier shall not assign any Purchase Agreement or any rights hereunder in whole or in part to any third party without the prior written consent of Archroma. Even if Archroma has given its written consent to Supplier to use subcontractors, Supplier shall remain fully liable for the performance or non-performance by the subcontractors of Supplier's obligations under the Purchase Agreement and these General Purchasing Terms and Conditions.

未經昂高事先書面同意，供應方不得將任何採購協議或本通用採購條款下的權利全部或部分地轉讓給第三人。即使昂高書面同意供應方採用分包商，供應方仍應對分包商履行或不履行其在採購協議和本採購通用條款項下的供應方義務而完全負責。

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

昂高有權使用昂高的關聯公司履行其在採購協議項下的義務。昂高在採購協議項下的義務如由昂高的關聯公司履行，應視為已適當履行，等同於昂高親自履行。採購協議項下向昂高授予的權利也適用並延伸至昂高的關聯公司。

13.4 The Appendices to the Purchase Agreement and these General Purchasing Terms and Conditions shall form an integral part of the Purchase Agreement.

採購協定的附件和本通用採購條款應構成採購協議不可分割的組成部分。

13.5 If these General Purchasing Terms and Conditions are translated into different language(s), the English version shall prevail in case of discrepancy.

若本通用採購條款被譯為其他語言，有歧義部分應以英文版本為準。

13.6 The headings used herein are for convenience purposes only and shall not be used to interpret these General Purchasing Terms and Conditions. The maxim of contract interpretation that allows ambiguities to be determined in favor of the non-drafting party shall not apply to the interpretation of these General Purchasing Terms and Conditions.

標題的使用僅為方便的目的且不應用於對本通用採購條款的解讀。合同歧義部分作出有利於非起草方釋義的合同解釋原則不適用於本通用採購條款的解讀。

14 Governing Law & Dispute Settlement 管轄法律與爭議解決

14.1 The Purchase Agreement and these General Purchasing Terms and Conditions and all matters arising out of or relating to the Purchase Agreement or these General Purchasing Terms and Conditions shall be governed by and interpreted exclusively in accordance with the laws of the Jurisdiction without regard to the conflicts of law principles thereof.

採購協定和本通用採購條款以及因其產生的或與其有關的所有事宜均應排他性地適用管轄地法律並依據該管轄地法律進行解釋，並排除該管轄地衝突法的適用。

14.2 Any dispute arising out of or in connection with the Purchase Agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the competent court within the Jurisdiction.

因採購協定引起的或與採購協定有關的爭議，包括協定的成立、效力或終止等問題，均應提交管轄地有管轄權的法院訴訟解決。

15 Definitions 定義

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

本通用採購條款中所採用的術語應具備下列含義：

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

“接受”應指昂高對於供應方已部分或全部履行其在採購協定項下的義務的書面確認。

"Affiliate" shall mean any entity controlling, controlled by or under the common control with a Party, where the term “control” shall mean the power to directly or indirectly cause the direction of the management of such legal entity whether through ownership of voting securities or otherwise.

“關聯公司”應指控制一方、由一方控制或共同控制的實體，而“控制”應指通過所有權、投票權或其它方式直接或間接管理企業的權力。

"Appendices" shall mean the appendices to the Purchase Agreement, including these General Purchasing Terms and Conditions.

“附件”應指採購協定附件，包括本通用採購條款。

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

“賄賂”及“腐敗”應指任何價值的支付或轉移或任何普遍認為不正當的支付行為，以及任何違反美國《海外腐敗行為法案》，英國《賄賂法》或其他經濟合作與發展組織成員國以及管轄地或其他國家相關類似法律而認為為賄賂的行為。

"Data Protection Legislation" shall mean applicable regulations on personal data processing and in particular Regulation (EU) 2016/679 of the European Parliament (EU GDPR) and any other applicable laws and regulations in any jurisdiction relating to or impacting on the processing of personal data, all as may be amended, supplemented or replaced from time to time. “Personal Data”, “Processing of

Personal Data”, “Data Processor” and “Data Subjects” shall have the meaning given to those terms by the applicable Data Protection Legislation.

“個人資訊保護立法”應指所適用的有關個人資訊處理的法規，且特指歐洲議會條例(EU)2016/679(《歐盟一般數據保護條例》)，以及其他任何國家或地區關聯或影響個人資訊處理事宜的任何適用的法律法規，包括其不時修訂、補充或替代的立法。“個人資訊”、“處理個人資訊”、“資訊處理人”以及“資訊主體”的涵義適用個人資訊保護立法的定義。

“EHS” shall mean environment, health and safety.

“EHS”應指環境、健康和 safety。

"Force Majeure" shall have the meaning set forth in Article 9 of these General Purchasing Terms Conditions.

“不可抗力”應指本通用採購條款第 9 條的定義。

"General Purchasing Terms and Conditions" shall mean these general purchasing terms and conditions of Archroma for products and services.

“通用採購條款”應指昂高針對產品和服務的上述通用採購條款。

"Archroma" shall mean the entity and/or its Affiliate receiving the Products and/or Services from Supplier, as specified in the Purchase Agreement.

“昂高”是指採購協議規定的接收供應方提供的產品和/或服務的實體和/或其關聯公司。

"Intellectual Property" shall mean any patents, utility models, designs, copyrights, trademarks, trade names, inventions, trade secrets, know-how and any other industrial or intellectual property rights, and applications thereof.

“智慧財產權”是指專利、實用新型、設計、版權、商標、商號、發明、商業機密、專有技術以及其它工業或智慧財產權及其應用等。

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

“管轄地”是指昂高依法註冊或開展主要經營活動的國家或地區。

"Party" shall mean Supplier or Archroma.

“一方”是指供應方或昂高。

"Parties" shall mean Supplier and Archroma.

“雙方”是指供應方與昂高。

"Products" shall mean the products to be provided by Supplier to Archroma as specified in the Purchase Agreement.

“產品”是指供應方根據採購協議的規定向昂高提供的產品。

"Purchase Agreement" or "Agreement" shall mean the written or oral purchase agreement for the delivery of the Products and/or Services entered into between Supplier and Archroma, including its Appendices and these General Purchasing Terms and Conditions.

“採購協定”或“協定”是指供應方和昂高之間就產品和/或服務的交付達成的書面或口頭採購協定，包括其附件和本通用採購條款。

"Services" shall mean the services to be provided by Supplier to Archroma as specified in the Purchase Agreement.

“服務”是指供應方根據採購協議的規定向昂高提供的服務。

“Site” shall mean the premises of Archroma at which delivery of Products and/or Services is to take place, including any land and other places designated by Archroma for the purposes of the Purchase Agreement.

“現場”是指交付產品和/或服務行為發生的昂高的場所，包括昂高為實現採購協定目的而指定的其他各類場所。

"Supplier" shall mean the entity supplying the Products and/or Services to Archroma, as specified in the Purchase Agreement.

“供應方”是指採購協議規定的向昂高提供的產品和/或服務的實體。