

**General Purchase Conditions of legal entities of Venator registered in Italy – Version May 2021 - For raw materials**

**1. Definition list :**

**Affiliate** means any legal entity or person directly or indirectly controlling, controlled by, or under direct or indirect common control with the Buyer, 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, the PRC Anti-unfair Competition Law or any equivalent legislation of any OECD member state or other country shall be considered a Bribe.

**Buyer** 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 or under common control with Venator Materials Corporation, a company organised under the laws of the State of Delaware.

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

**CLP** means: (i) 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 (EU CLP); and (ii) The Chemicals (Health and Safety) and Genetically Modified Organisms (Contained Use) (Amendment etc.) (EU Exit) Regulations 2019 No. 720 as amended by the Chemicals (Health and Safety) and Genetically Modified Organisms (Contained Use) (Amendment etc.) (EU Exit) Regulations 2020 (UK CLP); or (iii) as applicable, any non-EU legislation relating to or impacting on the classification, labelling and packaging of substances and mixtures, all as may be amended, supplemented or replaced from time to time.

**Conditions** means these General Purchase Conditions for the purchase of Products, available on [www.venatorcorp.com](http://www.venatorcorp.com).

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

**Contract or Agreement** means the Buyer's purchase order or the agreement signed between the Buyer 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 (a) the UK GDPR or the EU GDPR as applicable; (b) the EC Directive 2002/58/EC; (c) the Data Protection Act 2018; (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (e) the PRC Cybersecurity Law; and (f) all other applicable national implementing 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 Buyer's 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.

**EU GDPR** means the General Data Protection Regulation (Regulation (EU) 2016/679)).

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

**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 and Data Processor** 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: (i) 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 (EU REACH); and (ii) the European Union (Withdrawal) Act 2018 the REACH etc. (Amendment etc) EU Exit Regulations 2020 No. 1577 which establishes the regime for chemicals regulation in the UK (UK REACH).

**Representative(s)** means any Affiliate and 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.

**Responsible Authority** means any ministry or department, any minister, any organ of state, any official in the public administration or any other governmental or regulatory department, commission, institution, entity, service utility, board, agency, instrumentality or authority (in each case, whether federal, state, national, territorial, provincial or municipal) or any court, each having jurisdiction over the subject matter of the Contract.

**Site** means the premises of the Buyer 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 the Buyer 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 the Buyer may from time to time request to comply with any relevant legislation or with any requests by any of the Buyer'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.

**UK GDPR** means the EU GDPR as implemented by the European Union (Withdrawal) Act 2018 and as amended from time to time including by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020).

**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 the Buyer 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 the Buyer.

2.4. Any terms and conditions of the Supplier are not applicable, unless explicitly accepted by the Buyer 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 the Buyer 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 the Buyer and only serve as an invitation to the Supplier to submit a quotation for consideration by the Buyer.

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. The Buyer does not reimburse any costs incurred by the Supplier on issuing a quotation.

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

3.5. The Buyer 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 the Buyer shall be binding upon Supplier.

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

**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 the Buyer and is obliged to comply with all EHS and Site Regulations.

4.2. Supplier shall notify the Buyer 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 the Buyer. 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. The Buyer may change, add to and/or delete Contract documents as the Buyer 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 the Buyer 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 the Buyer 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 the Buyer 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 the Buyer. 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, cessonary, 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 the Buyer for all of the acts and defaults of any Representative 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 the Buyer, the Buyer 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 the Product passes to the Buyer upon Delivery.

8.2. If it is agreed that the Buyer shall pay the price in advance of Delivery, the Buyer shall acquire title of the Product as of the date of payment.

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

8.4. If the Buyer 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 the Buyer 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 the Buyer 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 the Buyer 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 the Buyer 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 of receipt of a valid invoice, without prejudice to the Buyer'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. The Buyer 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 the Buyer 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. The Buyer is entitled to set-off any and all amounts due to Supplier under the Contract, or under any other contract with the Buyer or a Representative, with any and all amounts owed by Supplier to the Buyer, or any of the Representatives, for any reason whatsoever (netting).

10.6 In the event the Buyer defaults on payment of a valid invoice by the due date, the Buyer 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, the Buyer 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 (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 the Buyer undertakes to collect the Product, when the Product, in drums or IBC's, is loaded by Seller on the truck of the Buyer's carrier or, for Product in bulk, when the Products pass the inlet valve of the tank of the Buyer'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 the Buyer or if the Buyer 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 the Buyer;

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

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

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

11.4. If the Buyer is prevented from taking Delivery or performing any of its other obligations under the Contract by any circumstances that are unforeseeable, unavoidable and insurmountable, 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, lack of transport or any other cause (whether similar or dissimilar to the foregoing), 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 the Buyer with such quantities of the Product as ordered. If the Buyer and Supplier have agreed on the provision by the Buyer 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 the Buyer;

- 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 the Buyer 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–, the Buyer 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 the Buyer'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 the Buyer 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 the Buyer's usage of the Product and the Product shall be suitable for this usage and ready for use.

13.5. The Buyer shall inspect the Product within two (2) 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 two (2) weeks after discovery of such defect.

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

13.7. If the Products are found defective, the Buyer has the right to require Supplier, within a reasonable period set by the Buyer, to repair or, at the Buyer'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 the Buyer immediately for any and all expenses borne by the Buyer 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 the Buyer or if

the setting of such cure period is unreasonable for the Buyer (e.g. because of special urgency or the danger of unreasonably high damage), the Buyer 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. The Buyer 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 the Buyer may at all times be returned by the Buyer for the account and risk of Seller. 13.10. In addition to its rights laid down in the above clauses, the Buyer 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. The Buyer 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 the Buyer, and to provide access to the Buyer to the premises where the Products are manufactured. The Buyer 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. The Buyer 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 the Buyer'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 the Buyer 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 the Buyer's rights under clause 13 of the Conditions, Supplier shall promptly inform the Buyer of any off-Specification of the Product proposed for Delivery that it is aware of, as a result of testing or otherwise.

14.5. The Buyer is under no obligation to test the delivered Product before or on acceptance. Acceptance by the Buyer 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 the Buyer is without effect to the Buyer'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 the Buyer rejects any delivery of the Product, the Buyer will have recourse to the remedies provided for in clause 13 above.

### 15. Indemnification

15.1. The Supplier shall defend, indemnify and hold the Buyer 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. The Buyer 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 the Buyer, except in case of the Buyer'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 the Buyer, Supplier shall hold harmless and fully indemnify the Buyer against any Claim brought by the Supplier's Personnel and Costs incurred by the Buyer.

### 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 the Buyer.

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 the Buyer, Seller is deemed to be in default without further notice. In such a case, the Buyer 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 the Buyer for all losses, damages and expenses reasonably incurred suffered as a result of the delay and/or the cancellation of the Contract.

16.3. The Buyer 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 the Buyer 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 the Buyer in the re-qualification of the Product following any change to the extent reasonably required to meet the needs of the Buyer and its customers. This includes providing the Buyer 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 the Buyer, or should any insurance be cancelled, the Buyer 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 the Buyer, then no alternative sources can be used unless express written approval from the Buyer has been obtained.

19.2. A delivery note stating the Buyer'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 the Buyer'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 the Buyer 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 the Buyer 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 the Buyer as soon as possible provided that the Buyer may cancel the delivery and purchase such Product from an alternative source if the setting of a cure period is unreasonable for the Buyer (e.g. because of special urgency or the danger of unreasonably high damage)

- Supplier shall indemnify the Buyer 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 the Buyer. 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 the Buyer.

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 the Buyer according to the Buyer's instructions at the latest upon Delivery.

20.4. If the Supplier does not comply with the stipulations of this clause 20, the Buyer 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 the Buyer 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 the Buyer 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 the Buyer arising out of the matters referred to herein, Supplier shall be promptly notified thereof and shall at its own expense support the Buyer upon the Buyer's first request with all reasonably expected documents, statements and evidence. The Buyer is free to conduct all negotiations for the settlement of such Claim. The Buyer 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 the Buyer or produced or developed by Seller on the instructions of the Buyer, are or shall become the property of the Buyer. Seller will not apply for patents for the Materials. Seller undertakes to keep the Materials separate and to mark them as the property of the Buyer. Seller undertakes to return the Materials to the Buyer 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 the Buyer so requests.

21.5. All Intellectual Property Rights in the Materials made available to Seller by the Buyer will vest in the Buyer. All Intellectual Property Rights in the Materials held (together, the Background IP) or produced or developed by Seller on the instructions of the Buyer, the adjustments thereto, extensions thereto and/or relating information, documents, etc. (together, the Foreground IP) are or shall become the property of the Buyer. Seller herewith assigns and transfers to the Buyer all rights in and to such Foreground and Background IP upon creation and the Buyer accepts such assignment and transfer. To the extent such assignment and transfer is legally impossible, Seller hereby grants to the Buyer 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.

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. Force Majeure

22.1. Where there is a Force Majeure Event, the party affected (Affected Party) must notify the other party promptly and in any event within seven (7) days, giving: (i) full particulars of the Force Majeure Event; (ii) details of each of the obligations prevented or delayed by the Force Majeure Event; (iii) the reasons for the Force Majeure Event preventing the Affected Party from, or delaying the Affected Party in, performing its obligations under this Contract; (iv) the estimated time required to overcome the Force Majeure Event; and (v) the proposed actions for mitigating the consequences of the Force Majeure Event.

22.2. A Force Majeure Event means an unforeseeable, unavoidable and insurmountable, including but not limited to one of or a combination of the following events or circumstances:

- (i) an act of terrorism;
  - (ii) an epidemic or a pandemic or changed circumstances in connection with an existing epidemic or pandemic;
  - (iii) a riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any Responsible Authority of any part of the Site;
  - (iv) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
  - (v) strikes at national level or industrial matters at a national level in the country where the Site is located, or strikes or industrial matters in the country where the Site is located by personnel not employed or otherwise engaged by the Affected Party, and which affect substantial performance of the Contract;
  - (vi) an act of God, earthquake, lightning, cyclone, tsunami, fire emanating from outside the Site, explosion, flood, landslide, drought or meteor, but excluding any other weather conditions regardless of severity;
  - (vii) an act of public enemy, sabotage, malicious damage, civil unrest or acts of piracy; and
  - (viii) any embargo, order, direction, instruction or decision of any Responsible Authority and is relevant to and/or in connection with the Force Majeure Events set out in these articles 22.2.(i) to 22.2.(viii).
- but excludes an event or circumstance caused by an act or omission of the Supplier.

22.3. If, following the issue of any notice referred to in article 22.1, the Affected Party claiming relief receives or becomes aware of any further information relating to the Force Majeure Event (and/or any failure to perform), it must submit such further information to the other party as soon as reasonably possible.

22.4. Neither party is responsible for any failure to perform its obligations under the Contract to the extent it is prevented or delayed in performing those obligations by a Force Majeure Event.

22.5. Neither party shall be relieved of any obligations under the Contract solely because of increased costs or other adverse economic consequences that may be incurred through the performance of its obligations.

22.6. Neither party shall have any entitlement against the other party, nor shall either party have liability for: (i) any costs, losses, expenses, damages incurred by the other party during a Force Majeure Event; and (ii) any costs in any way incurred by either party due to a Force Majeure Event.

22.7. To the extent permitted by Local Law, the Supplier and/or the Supplier's Personnel shall not be entitled to any Claim against the Buyer in the event that any Supplier's Personnel is tested positive for COVID-19 for any reason whatsoever.

22.8. The Supplier must mitigate the consequences of the Force Majeure Event (including incurring any reasonable expenditure of funds, making any appeals and applications to any Responsible Authority to minimise the impact of the Force Majeure Event and rescheduling manpower and resources) upon its performance of its obligations under the Contract and minimise any resulting delay in the performance of its obligations under the Contract.

22.9. The Supplier is not relieved from liability under the Contract to the extent that it is not able to perform, or has not in fact performed, its obligations under the Contract due to its failure to comply with its obligations under article 22.8.

22.10. Once the consequences of the Force Majeure Event have ceased, the Affected Party must as soon as reasonably practicable recommence the performance of its obligations under the Contract and notify the other party when it can resume performance.

22.11. A Force Majeure Event does not relieve a party from liability for an obligation which arose and had to be completely performed before the occurrence of that event, nor does that Force Majeure Event affect the obligation to pay money in a timely manner which was due prior to the occurrence of that event.

22.12. Without prejudice to the above articles 22.1., 22.2., 22.3., and 22.11. where there is a Force Majeure Event, the Buyer may at any time, but is not obliged to, by notice to the Supplier, order the Supplier to suspend the performance of all or any of its obligations under the Contract. The notice may specify the obligation which is to be suspended, the effective date of the suspension and the period of suspension. Upon receipt of the suspension notice, the Supplier must promptly suspend performance of the obligation for such period stated in the suspension notice or until the Supplier is directed to resume performance by the Buyer. Where the Force Majeure Event continues for longer than sixty (60) days the Buyer may at any time, but is not obliged to, by notice to the Supplier, terminate the Contract. The Supplier shall not be entitled to any Claim against the Buyer arising out of or in connection with the suspension notice issued by the Buyer and/or the termination of the Contract.

## 23. Confidentiality

23.1. 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 the Buyer 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 the Buyer 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 the Buyer so requests, and to confirm to the Buyer in writing that any and all Material has been returned.

23.2. 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 the Buyer, 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 the Buyer.

23.3. 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 the Buyer to enable the Buyer to take an appropriate protective order and/or other action.

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

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

## 24. Termination and expiration of the Contract

24.1. Without prejudice to all other rights or any other compensation to which the Buyer might be entitled contractually or pursuant to the law, including compensation for costs and expenses to obtain the Product from a third party, the Buyer 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 the Buyer, 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, 23, 27 and 28 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.

24.2. 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 23 (Confidentiality); Clause 25 (Disputes) and Clause 26 (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.

## 25. 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 the Buyer has its registered office.

## 26. 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 28, 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 the Buyer 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.

## 27. REACH and CLP

27.1 Supplier shall comply with the obligations of REACH and CLP.

27.2 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 by CLP for Products that are substances or mixtures. 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.

27.3 Where Supplier is a non-Community manufacturer or non-UK, 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 the Buyer, and provide to the Buyer copies of the same.

27.4 For any UK REACH Substance(s) qualifying to be grandfathered but not yet registered, Supplier shall confirm the grandfathering within one hundred and twenty (120) days after 31 December 2020 (being the end of the Brexit transition period) and shall confirm its UK REACH registration deadline. For any UK REACH substance(s) qualifying for Downstream User Import Notification (DUIN) but not yet registered, Supplier shall confirm the DUIN within three hundred (300) days after 31 December 2020 and shall confirm its UK REACH registration deadline. If Supplier decides not to register the UK REACH substance(s), it shall provide immediately to the Buyer written notification of such decision.

27.5 For any UK REACH substance(s) that received grandfathering or DUIN status and which is manufactured and/or imported into the United Kingdom in volumes equal to or greater than one (1) metric tonne per annum after the end of the applicable UK REACH tonnage band and hazard profiles deadline post 28 October 2021, the Supplier will confirm the UK REACH registration prior to further delivery to the United Kingdom.

27.6 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 the Buyer written documentation of registration; if Supplier decides not to register, it shall provide immediately to the Buyer written notification of such decision.

27.7 The Buyer has the right to notify Supplier until twelve (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 thirty (30) days of the Buyer's notification and provide the bases for rejection. Otherwise, Supplier has included the Buyer'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. The Buyer 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.

27.8 Supplier and the Buyer 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 the Buyer, or to its agent, upon reasonable request for purposes of the Buyer updating its SDSs.

27.9 Supplier and the Buyer will without delay inform each other of any communication received from the REACH agency ECHA, the Health and Safety Executive (HSE), 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 the Buyer 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).

27.10 Supplier and the Buyer warrant that they will otherwise comply with REACH and CLP in their respective roles as manufacturer/importer/supplier and downstream user/customer. The Buyer is entitled to terminate the Agreement by written notice with immediate effect if: (i) the Supplier delays unreasonably or declines, absent an exemption, registration of the REACH Substance(s); (ii) the Supplier unreasonably rejects a use identified by the Buyer as an identified use; or (iii) ECHA or the HSE rejects the registration of the REACH Substance(s) or imposes Restrictions on or subjects the REACH Substance(s) to Authorisation.

27.11 Other than as provided, nothing in this article shall provide or be construed to provide an additional warranty or representation by the Buyer or additional termination rights to Supplier. Nothing in this article 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.

## 28. Data Protection and Compliance

28.1. Each party shall comply with applicable Data Protection Legislation when Processing Personal Data in the course of performing its obligations under this Contract.

28.2. The Supplier acknowledges and agrees that the Buyer may Process Personal Data, provided by the Supplier 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 the Buyer may transfer the Personal Data to the Buyer entities and third parties in and outside of the UK in relation with the Purposes. The Supplier shall ensure that:

- (i) The Personal Data provided to the Buyer is collected by the Supplier and provided to the Buyer in accordance with applicable Data Protection Legislation; and
- (ii) The persons whose Personal Data are provided by the Supplier to the Buyer in relation with this Contract have received fair processing information and the Supplier has followed all necessary legal requirements for the Processing of Personal Data.

28.3 If and to the extent that the Supplier Processes Personal Data as a Data Processor on behalf of the Buyer, the Supplier and the Buyer will enter into a separate data processing agreement, in addition to the provisions of the Contract between the parties, which complies with the applicable Data Protection

Legislation and becomes an annex to and incorporated into the Contract. The Supplier shall only Process the Personal Data upon the Buyer's instruction and the Supplier shall take appropriate measures to protect the Personal Data against any accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of Processing of the Personal Data.

28.4. 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 fifteen (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 the Buyer or the Representatives.

#### **29. 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.

#### **30. Waiver, rights and remedies**

No failure or delay by the Buyer 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.

31. 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 the Buyer 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.

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 (Warranties and defects), Article 15 (Indemnification), Article 19 (Supply chain), Article 20 (Packaging, dispatch and transport), Article 21 (Intellectual Property Rights; Licences), Article 24 (Termination), Article 25 (Disputes), Article 26 (Applicable law), Article 28 (Data Protection and Compliance).