

PURCHASE TERMS AND CONDITIONS (INDIRECT)

#Seller" means the supplier or vendor of the goods, materials, products and, as applicable, services (the #Products) detailed in the purchase order. #Buyer" means Indorama Ventures Public Company Limited or its affiliate or subsidiary, as applicable. For the purposes of this Agreement, an #affiliate" of an entity shall mean any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first entity, where "control" (including the terms "controlled by" and "under common control with") means that direct or indirect power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

1. **ACCEPTANCE:** Buyer's offer to purchase Products from Seller, is strictly limited to acceptance of these terms and conditions. Any of the following acts by Seller shall constitute acceptance of these terms and conditions and the creation of a binding agreement (the #Agreement) between Seller and Buyer, which will be subject to the terms hereof: (a) signing and returning a copy of this Agreement; (b) shipment or performance of all or any portion of the Products covered by this Agreement; (c) Seller's written acknowledgment of these terms and conditions; or (d) Seller's silence in objecting to the terms of this Agreement. Unless conflicting with the explicit terms of this Agreement, all sections of the Uniform Commercial Code adopted by the State of Texas (the #UCC) that expressly or implicitly protect Buyer are hereby incorporated by reference into this Agreement, whether construed as an offer acceptance or confirmation. Unless expressly agreed to in writing by Buyer, no additional or different term or provision (except any additional warranties given by Seller, which shall in no event reduce or limit the scope of warranties given hereunder) of any quotation, acknowledgment, invoice or other form supplied by Seller, or changes to or strikeouts on this Agreement, shall become part of the Agreement, notwithstanding Buyer's failure to expressly object to such term, provision, change or strikeout. These Purchase Terms and Conditions shall apply to all future sales of Products from Seller to Buyer unless a written agreement signed by both parties has been entered into for such future sales. In the event of a conflict, the following order of precedence shall prevail: a written agreement signed by both Parties for the purchase of Products, a purchase order, these Purchase Terms and Conditions, the tender or quotation (if any).
2. **PRICE AND DELIVERY:** Seller shall furnish the Products covered by this Agreement in accordance with the prices and delivery schedule, including location, stated on the face of this Agreement or in the confirmation information sent in connection herewith. If prices and/or delivery dates are not stated, Seller shall offer its lowest prices and best delivery dates, both of which shall be subject to written acceptance by Buyer. Seller warrants that the price for the Products sold to Buyer under this Agreement are not less favorable than those currently extended to any other customer for the same or like products in equal or smaller quantities. In the event Seller reduces Seller's price for such products to other customers, Seller agrees to promptly reduce the price to be paid by Buyer for the Products accordingly. Any applicable taxes and other governmental charges, including but not limited to all federal, state and municipal sales, use or excise taxes, and any customs duties, shall be separately listed on Seller's invoice and subject to Buyer's approval. If delivery dates are stated for the Products then time is of the essence under this Agreement. If Buyer shall receive a bona fide offer from a third party for delivery of a Product covered by this Agreement at a delivered cost lower than the delivered price for such Product payable pursuant to this Agreement, and on terms and conditions similar to those contained herein, Buyer may submit to Seller written evidence of such offer and in writing request Seller to meet the offer. If Seller shall fail to meet the offer within 15 days after receipt of Buyer's request, Buyer shall have the right to purchase such material from such quoting third party and the quantity so purchased may be deducted, at the option of Buyer, from any applicable remaining quantity specified herein.
3. **INVOICE AND PAYMENT:** After each shipment of Product is made under this Agreement, Seller shall send Buyer a separate invoice, in duplicate, accompanied by a bill of lading, express receipt or delivery ticket, to Buyer. Invoices shall contain the following information, as applicable: the order number set forth on the face hereof or in the confirmation information sent in connection herewith, item number, description of Products, sizes, weights, quantities, unit prices, destination, any consignees, any routing and freight information and any other information specified elsewhere herein, on the face hereof or in the confirmation information sent in connection herewith. Buyer shall pay Seller the invoiced amount in United States Dollars ninety (90) days after receipt of a valid invoice or within such other time period as is set forth on the front page of this Agreement.
4. **PACKING AND SHIPMENT:** All Products shall be packed, packaged, marked and otherwise prepared in a manner which is: (a) in accordance with good commercial practices; (b) acceptable to common carriers for shipment at the lowest rate for the particular Products; and (c) adequate to ensure safe arrival of the Products at the named destination. Charges for preparation, packing, crating and cartage are included in the price unless separately specified on the face of this Agreement or in the confirmation information sent in connection herewith. Where applicable, any containers, packaging that may be used for such Products, and any other material or equipment used in packaging that must be returned to Seller will be at Seller's risk and expense and any such obligation to return them must be expressly agreed to in writing by Buyer.
5. **PACKING LISTS:** Each shipment must be accompanied by a packing list showing (a) the order number set forth on the face hereof or in the confirmation information sent in connection herewith and (b) the exact quantity and description of Products shipped. Seller shall mark all containers with necessary lifting, handling and shipping information.
6. **TITLE AND RISK OF LOSS:** Unless otherwise specified on the face of this Agreement or in the confirmation information sent in connection herewith, delivery of the Products shall be made D.P.P. (as defined in Incoterms 2010) Buyer's delivery location, and (a) Seller shall bear all risk of loss or damage to the Products and (b) title shall not shift to Buyer until delivery of the Products to Buyer's delivery location. Seller warrants that Seller has good and clear title to the Products and that the Products will be delivered free of liens and encumbrances. In the case of the provision of services, delivery shall take place upon acceptance of such services by Buyer.
7. **CHANGES IN ORDERS/AMENDMENTS/ENTIRE AGREEMENT:** Buyers shall have the right to make, from time to time, changes as to packing, testing, destinations, specifications, designs, and delivery schedules of the Products. If any such change causes an increase or decrease in the cost of or the time required for performance of the order, the parties shall agree to an equitable adjustment in the Agreement price or delivery dates or both, and this Agreement shall be modified in writing accordingly. Any claim by Seller relating to such adjustment shall be deemed to be abandoned and unconditionally waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within 20 days from the date of receipt by Buyer of the change order. Nothing in this paragraph shall excuse Seller from proceeding with this Agreement as changed or amended. This Agreement shall not be modified or amended orally, by the terms of purchase orders or other documents issued unilaterally by either party or by any course of dealing or trade usage, but only in writing executed by both parties. This Agreement supersedes all prior agreements, and constitutes the entire agreement and understanding between the parties, concerning the sale and purchase of Products.
8. **ASSIGNMENTS AND SUBCONTRACTS:** This Agreement shall not be assigned by either party without the written consent of the other, except to its successor-in-interest by operation of law or to the transferee of all or a substantially all of the party's assets to which this Agreement relates. Seller shall not subcontract or delegate any duties, nor assign any rights or claims under the Agreement, without Buyer's prior written consent, and any such attempted subcontract, delegation or assignment shall be void.
9. **INSPECTION:** Products furnished pursuant to this Agreement shall at all times be subject to Buyer's inspection and approval prior to acceptance and/or payment. Buyer has the right to reject any or all of said Products which are in Buyer's opinion defective or not conforming to this Agreement and to require Seller's prompt replacement or repair thereof as the case may be. Products rejected may, at Buyer's option, be returned to Seller at Seller's expense and risk. Seller shall provide Buyer with documentation confirming that the weight and measurement of the Product is in accordance with the quantity ordered by Buyer and that the quality of the Products meets the agreed specification. Seller's laboratory analysis methods shall determine whether the Product specifications have been met and are conclusively binding, unless Buyer proves to Seller's reasonable satisfaction that Seller's analysis report is erroneous. All measurements and/or tests shall be made in accordance with the latest standards or methods published by the ASTM or other applicable industry standard methods.
10. **EXCESS QUANTITIES:** With regard to shipments in excess of the contracted amount, Buyer has the option to either purchase the excess quantity at the price specified herein or to return such excess quantities at Seller's expense and risk.
11. **CANCELLATION/TERMINATION:** Buyer reserves the right, at any time and from time to time without fault or default by Seller or other cause, to cancel all or any part of the undelivered portion of this Agreement by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of revenue, consequential, indirect, incidental, special, exemplary or punitive damages, lost profits, or diminution in value, arising out of this Agreement, whether or not the possibility of such loss or damages have been disclosed from Seller to Buyer or whether such loss or damages were reasonably foreseeable. The provisions of this paragraph shall not limit or affect Buyer's right to terminate the Agreement for fault or default by Seller. Except as stated herein nothing in this Agreement shall exclude or limit the liability of either Party.
12. **INTELLECTUAL PROPERTY RIGHTS:** If the Products or their documentation are subject to intellectual property rights, Seller hereby agrees that upon delivery Buyer acquires a non-exclusive, world-wide, royalty free, perpetual, irrevocable license to use such intellectual property rights as they relate to Buyer's use, possession, sale or delivery of such Products.
13. **INFRINGEMENT OF RIGHTS:** Seller agrees to indemnify and hold harmless Buyer, from any suit, claims, losses, costs, damages (including, without limitation, reasonable fees and disbursements of counsel) or other liability made against or suffered by Buyer, arising from any claim of, or infringement or other violation of, any patent, copyright, trademark or other proprietary rights, or claim of unfair trade or of unfair competition, resulting from or occasioned by, Buyer's use, possession, sale or delivery of the Products, provided that the foregoing shall not apply to any infringement resulting from Seller's compliance with Buyer's written instructions or specifications.
14. **SELLER'S INDEMNITY TO BUYER:** Seller agrees that Seller will assume Buyer's defense and indemnify and hold Buyer harmless from any costs, damages (including damage to property or the environment), injuries (including injury to, illness or death of persons), liabilities, claims, settlements, demands, lawsuits, penalties, interest, taxes or liens which Buyer may incur, be found liable for or is required to pay (collectively, the #Claims) which arise out of or are related to Seller or Seller's subcontractor furnishing Products to Buyer under this Agreement. THIS PROVISION WILL REQUIRE SELLER TO INDEMNIFY AND DEFEND BUYER FOR CLAIMS CAUSED BY BUYER OR BUYER'S EMPLOYEES' NEGLIGENCE WHEN SUCH CLAIMS ARISE OUT OF THE JOINT OR CONCURRENT NEGLIGENCE OF (i) SELLER AND SELLER'S EMPLOYEES (INCLUDING SELLER'S SUBCONTRACTORS AND THEIR EMPLOYEES) AND (ii) BUYER AND BUYER'S EMPLOYEES. HOWEVER SELLER WILL NOT BE REQUIRED TO INDEMNIFY BUYER TO THE EXTENT THAT THE CLAIM IS THE RESULT OF BUYER OR BUYER'S EMPLOYEES' SOLE NEGLIGENCE, OR WILLFUL MISCONDUCT.
15. **WARRANTY:** In addition to all other express or implied warranties, afforded to Buyer under the UCC, by law or equity, Seller warrants that all Products delivered under this Agreement shall be free from defects in design, material and workmanship, conform to applicable specifications, blue drawings, blueprints, designs, samples, models, descriptions, instructions and over claims referred to in this Agreement, and, to the extent Seller's Products are not manufactured pursuant to such detailed information furnished by Buyer, that all Products will be free from defect and that Seller will not be deemed to have assumed any warranty or responsibility for such Products. All Products shall be new and merchantable quality; Buyer's use of such Products shall not infringe the intellectual property rights of Seller or any third party, and if the Federal Food, Drug and Cosmetic Act (the #FFDCA) is applicable to any of the Products furnished under this Agreement, then for the purposes of Section 303 (c) of the Act, Seller guarantees that the articles comprising each shipment or delivery to Buyer as of the date of such shipment or delivery will not be adulterated or misbranded within the meaning of the Act, or within the meaning of any applicable state or municipal laws in which the definition of #adulteration" and #misbranding" are substantially the same as those contained in the Act, as such laws are constituted and effected at the time of delivery, and will not be an article which may not under the provisions of Sections 404 or 505 of the Act be introduced into Interstate Commerce. The warranties of Seller together with its service warranties and guarantees, if any, shall accrue to Buyer. Acceptance of the Products delivered under this Agreement to Buyer shall not constitute a waiver of any of the warranties of Seller, either express or implied, and shall not be deemed to alter or affect the obligations of Seller or rights of Buyer under any of such warranties, express or implied, neither shall payment for any said Products constitute a waiver of any of the conditions herein contained.
16. **FORCE MAJEURE:** Neither party shall be liable for delays or defaults due to acts of God, acts of terrorism, governmental authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes, or contingencies reasonably beyond its control. The party so affected shall use good faith efforts to remediate the force majeure as expeditiously as possible and, upon prompt written notice to the other party, shall be excused from making or taking delivery thereunder to the extent of such prevention or restriction. To the extent Seller has Products available, Seller shall allocate Products for Seller's internal consumption needs and among Seller's contracted customers only, and such allocation shall ensure that Buyer will receive at least Buyer's ratable portion of Seller's availability of Products at the time the event that excused Seller's performance first occurred or such earlier time as Seller should have reasonably expected that such event was likely to occur, whichever is most beneficial to Buyer. Buyer shall have the option upon cessation of such force majeure, upon notice to Seller to either cancel or resume deliveries affected by such force majeure.
17. **CONFIDENTIAL INFORMATION:** Any information and materials furnished to Seller by Buyer pursuant to this Agreement shall be kept confidential. Such information and materials shall be used only for the purposes of this Agreement, shall remain the property of Buyer and shall be returned by Seller at the conclusion of this Agreement unless otherwise notified. Seller shall impose the same obligation of confidence on any third parties acting on behalf of Seller who receive Buyer's confidential information for the purpose of being able to execute this Agreement.
18. **COMPLIANCE WITH LAWS:** Seller warrants that the performance of its obligations pursuant to this Agreement is and shall be subject in all respects to and in compliance with all laws, rules and regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state and federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale or delivery of the Products contemplated by this Agreement, including without limitation those pertaining to working conditions, payment of labor, and manufacture, branding, labeling registration and shipment of Products and, to the extent applicable, any United States government law, rule, regulation or order which are applicable to the exportation of such Products. Seller will not be in breach of this Agreement if it complies with applicable laws, rules, regulations or orders which are the same or more stringent than those set forth in full herein. In the event of any such law, rule, regulation or order, the party herein designated as the party herein shall at any time be in conflict with any legal requirements imposed by any such authority, and if a substantial change is required to restore compliance, then either party shall have the right to terminate this Agreement by notice to the other party. Such termination shall not relieve Buyer of its obligations herein to settle any unpaid balances due hereunder; Seller shall be relieved of any obligation to make additional deliveries hereunder on the date of such termination. Seller further warrants that, to the extent Seller is in attendance at Buyer's premises, Seller will comply with all site rules and regulations pertaining to such premises. Further each party represents, warrants and covenants that: (i) it does not and will not: a) employ children, prison labor, indentured labor, bonded labor; b) use corporal punishment or other forms of mental and physical coercion, or verbal, cruel or abusive practices as a form of discipline; and c) discriminate against any employees on any ground including race, religion, disability age or gender. In the absence of any national or local law the Parties agree to define #child" as being a person of less than fifteen (15) years of age. If local law sets the minimum age below 15 years of age, but is in accordance with exceptions under International Labor 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 Agreement 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 a government official and is not affiliated with any such 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 Agreement or its dealings with the Buyer. For the purposes of this Clause a #bribe" means: 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 or other country shall be considered a bribe for the purposes of this Clause.
- Both Parties agree that with at least thirty (30) days notice, each party has the right to make inspections, and conduct appropriate audits of books and records, of all of the other Party's premises and any other premises employed in connection with this Agreement so as to ensure compliance with this Clause. A breach of this Clause by either Party shall entitle the non-breaching Party to terminate this Agreement immediately upon written notice and the Party found in breach of this Clause shall indemnify and keep the other Party indemnified against all actions, proceedings, costs, claims, demands and expenses arising from such a breach and termination. Both Parties agree that with at least thirty (30) days' notice, each party has the right to make inspections, and conduct appropriate audits of books and records, of all of the other Party's premises and any other premises employed in connection with this Agreement so as to ensure compliance with this Clause. A breach of this Clause by either Party shall entitle the non-breaching Party to terminate this Agreement immediately upon written notice and the Party found in breach of this Clause shall indemnify and keep the other Party indemnified against all actions, proceedings, costs, claims, demands and expenses arising from such a breach and termination.
19. **RESPONSIBLE HANDLING:** Buyer and Seller will cooperate to promote the principles and practices of the American Chemistry Council Responsible Care Code by sharing experiences and offering assistance to each other as requested in improving practices, handling, and disposal of hazardous waste products.
20. **LICENSES & PERMITS:** Seller shall obtain all licenses, permits, approvals and certifications required under Law on the part of Seller and its personnel (including any subcontractors) as a result of this Agreement. To the extent any Seller attends Buyer's facility, Seller shall ensure that Seller and any of Seller's personnel (including subcontractors) comply with all rules and regulations pertaining to such facility. Seller is aware that Buyer has established conduct standards for its business practices and that Buyer expects vendors, including Seller to adhere to such standards.
21. **DATA PROTECTION AND COMPLIANCE:** #Data Protection Legislation" means applicable regulations on personal data processing and in particular Regulation (EU) 2016/679 of the European Parliament (EU GDPR) and any other applicable laws and regulations in any jurisdiction relating to or impacting on the processing of personal data, all as may be amended, supplemented or replaced from time to time. #Personal Data", #Processing of Personal Data" and #Data Processor" shall have the meaning given to those terms by the applicable Data Protection Legislation. Each party shall comply with applicable Data Protection Legislation when Processing Personal Data in the course of performing its obligations under this Agreement. The Supplier acknowledges and agrees that Buyer may Process Personal Data, provided by the Supplier, relating to the Supplier's personnel and subcontractors for the purposes of personnel administration, security management, IT support and any other purpose in relation with or necessary for the performance of this Agreement (the #Purposes), and that Buyer may transfer the Personal Data to Buyer entities and third parties in and outside the European Economic Area in relation with the #Purposes. The Supplier shall ensure that: (i) The Personal Data provided to Buyer is collected by the Supplier and provided to Buyer in accordance with applicable Data Protection Legislation; and (ii) The persons whose Personal Data are provided by the Supplier to Buyer in relation with this Agreement have received fair processing information and, if applicable, have given all required consents to the Processing of their Personal Data by Buyer. If and to the extent that the Supplier Processes Personal Data as a Data Processor on behalf of Buyer, and a data transfer agreement that complies with the EU GDPR does not exist, these terms shall apply and the Parties agree to comply with such terms. The Parties agree that Supplier as Processor must act only on the written instructions of Buyer unless required by law to act without such instructions; must ensure that employees Processing the Personal Data have committed themselves to confidentiality; must take appropriate measures to ensure the security of the Processing, which includes as appropriate, the pseudonymization and encryption of Personal Data, the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services, the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident, a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing; only engage sub-processors with the prior consent of Buyer and under a written agreement that provides the same sufficient guarantees to implement appropriate technical and organizational measures that meets the requirements of the applicable Data Protection Legislation; assist Buyer in providing Data Subject access and allowing Data Subjects to exercise their rights under Data Protection Legislation; assist Buyer in meeting its obligations in relation to the security of processing; notification of personal data breaches in sufficient time to enable Buyer to comply with its own onward obligations after Supplier becomes aware of it; at the end of the services or work that results in the Processing of Personal Data delete or destroy all Personal Data belonging to Buyer; submit to Buyer audits and inspections, providing Buyer with whatever information it needs to ensure the Parties are meeting their respective Data Protection Legislation obligations; and, tell Buyer immediately if it is asked to do anything that would result in a breach of Data Protection Legislation. The subject matter, nature and purpose, types of Personal Data and categories of Personal Data Subjects related to this Processing are set out in the underlying agreement, work authorization or purchase order between the Parties.
22. **WAIVER:** The failure of Buyer to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to Buyer under this Agreement, shall not be construed as a waiver of effect.

PURCHASE TERMS AND CONDITIONS (INDIRECT) - Continued

23. GOVERNING LAW/WAIVER AND JURY TRIAL/CONSENT TO JURISDICTION: THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF. FURTHER, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Further, Buyer and Seller irrevocably submit to the exclusive jurisdiction of the Federal courts of the United States of America located in the Southern District of Texas, Houston Division, or the State District Courts of Texas located in Montgomery County, Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and in respect of the transactions contemplated hereby, and hereby waives, and agrees not to assert, as a defense in any action, suit, or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit, or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a court. Buyer and Seller consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute. Terms not otherwise defined herein shall have the meaning ascribed thereto in the Uniform Commercial Code as in effect in the State of Texas.

24. NO THIRD PARTY BENEFICIARIES: Except with regards to Article 14, this Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns, and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such successors and permitted assigns, any legal or equitable rights hereunder.

25. RELATIONSHIP OF THE PARTIES: Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to the parties. Each party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement.

26. SET-OFF: Buyer may credit any amount which Seller owes to Buyer under this Agreement, any other agreement, or based upon any other claim or right, against any amounts which Buyer owes to Seller hereunder.

27. HEADINGS: The headings used herein are for convenience purposes only and shall not be used to interpret this Agreement.

28. CONSTRUCTION OF AGREEMENT: Any ambiguities or uncertainties in the wording of any provision of this Agreement shall not be construed or interpreted for or against any party because that party drafted or caused its legal representative to draft the provision.

29. SEVERABILITY: If for any reason any provision contained in this Agreement is held to be invalid, illegal, unenforceable, or otherwise void by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected and shall continue in full force and effect.

PURCHASE TERMS AND CONDITIONS (DIRECT)

"Seller" means the supplier or vendor of the goods, materials, products and, as applicable, services (the "Products") detailed in the purchase order or the Agreement. "Buyer" means Indorama Ventures Public Company Limited or its affiliate or subsidiary, as applicable. For the purposes of this Agreement, an "affiliate" of an entity shall mean any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first entity, where "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

1. **ACCEPTANCE:** Buyer's offer to purchase Products from Seller, is strictly limited to acceptance of these terms and conditions. Any of the following acts by Seller shall constitute acceptance of these terms and conditions and the creation of a binding agreement (the "Agreement") between Seller and Buyer which will be subject to the terms hereof: (a) signing and returning a copy of this Agreement; (b) shipment or performance of all or any portion of the Products covered by this Agreement; (c) Seller's written acknowledgment of these terms and conditions; or (d) Seller's silence in objecting to the terms of this Agreement. Unless conflicting with the explicit terms of this Agreement, all sections of the Uniform Commercial Code adopted by the State of Texas (the "UCC") that expressly or implicitly protect Buyer are hereby incorporated by reference into this Agreement, whether construed as an offer, acceptance or confirmation. Unless expressly agreed to in writing by Buyer, no additional or different term or provision (except any additional warranties given by Seller, which shall in no event reduce or limit the scope of warranties given hereunder) of any quotation, acknowledgment, invoice or other forms supplied by Seller, or changes to or strikeouts on this Agreement, shall become part of the Agreement, notwithstanding Buyer's failure to expressly object to such term, provision, change or strikeout. These Purchase Terms and Conditions shall apply to all future sales of Products from Seller to Buyer unless a written agreement signed by both parties has been entered into for such future sales. In the event of a conflict, the following order of precedence shall prevail: a written agreement signed by both Parties for the purchase of Products, a purchase order, these Purchase Terms and Conditions.

2. **PRICE AND DELIVERY:** Seller shall furnish the Products covered by this Agreement in accordance with the prices and delivery schedule, including location, stated on the face of this Agreement or in the confirmation information sent in connection herewith. If prices and/or delivery dates are not stated, Seller shall offer its lowest prices and best delivery dates, both of which shall be subject to written acceptance by Buyer. Seller warrants that the price for the Products sold to Buyer under this Agreement are not less favorable than those currently extended to any other customer for the same or like products in equal or smaller quantities. In the event Seller reduces Seller's price for such products to other customers, Seller agrees to promptly reduce the price to be paid by Buyer for the Products accordingly. Any applicable taxes and other governmental charges, including but not limited to all federal, state and municipal sales, use or excise taxes, and any customs duties, shall be separately listed on Seller's invoice and subject to Buyer's approval. If delivery dates are stated for the Products then time is of the essence under this Agreement. If Buyer shall receive a bona fide offer from a third party for delivery of a Product covered by this Agreement at a delivered cost lower than the delivered price for such Product payable pursuant to this Agreement, and on terms and conditions similar to those contained herein, Buyer may submit to Seller written evidence of such offer and in writing request Seller to meet the offer. If Seller shall fail to meet the offer within 15 days after receipt of Buyer's request, Buyer shall have the right to purchase such material from such quoting third party and the quantity so purchased may be deducted, at the option of Buyer, from any applicable remaining quantity specified herein.

3. **INVOICE AND PAYMENT:** After each shipment of Product is made under this Agreement, Seller shall send Buyer a separate invoice, in duplicate, accompanied by a bill of lading, express receipt or delivery ticket, to Buyer's office. Invoices shall contain the following information as applicable: the order number set forth on the face hereof or in the confirmation information sent in connection herewith, item number, description of Products, sizes, weights, quantities, unit prices, destination, any consignees, any routing and freight information and any other information specified elsewhere herein, on the face hereof or in the confirmation information sent in connection herewith. Buyer shall pay Seller the invoiced amount in United States Dollars forty-five (45) days after receipt of a valid invoice or within such other time period as is set forth on the front page of this Agreement.

4. **PACKING AND SHIPMENT:** All Products shall be packed, packaged, marked and otherwise prepared in a manner which is: (a) in accordance with good commercial practices; (b) acceptable to common carriers for shipment at the lowest rate for the particular product; and (c) adequate to insure safe arrival of the Products at the named destination. Charges for preparation, packing, crating and cartage are included in the price unless separately specified on the face of this Agreement or in the confirmation information sent in connection herewith. Where applicable, any containers or packaging that must be returned to Seller will be at Seller's risk and expense and any such obligation to return them must be expressly agreed to in writing by Buyer.

5. **PACKING LISTS:** Each shipment must be accompanied by a packing list showing (a) the order number set forth on the face hereof or in the confirmation information sent in connection herewith and (b) the exact quantity and description of Products shipped. Seller shall mark all containers with necessary lifting, handling and shipping information.

6. **TITLE AND RISK OF LOSS:** Unless otherwise specified on the face of this Agreement or in the confirmation information sent in connection herewith, delivery of the Products shall be made D.D.P. (as defined in Incoterms 2010) Buyer's location and Seller shall bear all risk of loss or damage to the Products, and title shall not shift to Buyer until delivery of the Products to Buyer's location. Seller warrants that Seller has good and clear title to the Products and that the Products will be delivered free of liens and encumbrances.

7. **ENTIRE AGREEMENT/AMENDMENTS:** This Agreement supersedes all prior agreements, and constitutes the entire agreement and understanding between the parties, concerning the sale and purchase of Products. This Agreement shall not be modified or amended orally, by the terms of purchase orders or other documents issued unilaterally by either party or by any course of dealing or trade usage, but only in writing executed by both parties.

8. **ASSIGNMENT:** This Agreement shall not be assigned by either party without the written consent of the other, except to its successor-in-interest by operation of law or to the transferee of all or substantially all of the party's assets to which this Agreement relates.

9. **QUANTITY AND QUALITY TESTING:** Seller's weight and/or other measurements shall be conclusively binding, unless provided to be in error. Seller's laboratory analysis and methods shall determine whether Product specifications have been met and are conclusively binding, unless Buyer proves to Seller's reasonable satisfaction that Seller's analysis report is erroneous. No quantity claims will be made unless the difference is more than one-quarter of one percent (0.25%) of the invoiced quantity. All measurements and/or tests shall be made in accordance with the latest standards and guidelines published by the ASTM or other applicable industry standard methods.

10. **PARTIAL PERFORMANCE:** If, prior to the execution of this document by both parties, Seller delivers Product to Buyer and Buyer receives Product from Seller at any time within the term of this Agreement, any such transactions will be governed by the terms and conditions hereof. The parties recognize and agree that neither shall be obligated by their course of conduct to perform any future transactions hereunder unless and until this document is fully executed.

11. **CANCELLATION / TERMINATION:** Buyer reserves the right, at any time and from time to time without fault or default by Seller or other cause, to cancel all of any part of the undelivered portion of this Agreement by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of revenue, consequential, indirect, incidental, special, exemplary or punitive damages, lost profits, or diminution in value, arising out of this Agreement, whether or not the possibility of such loss or damages have been disclosed from Seller to Buyer or whether such loss or damages were reasonably foreseeable. The provisions of this paragraph shall not limit or affect Buyer's right to terminate the Agreement for fault or default by either party. Except as stated herein nothing in this Agreement shall exclude or limit the liability of either Party.

12. **INTELLECTUAL PROPERTY RIGHTS:** If the Products or their documentation are subject to intellectual property rights, Seller hereby agrees that upon delivery Buyer acquires a non-exclusive, world-wide, royalty free, perpetual, irrevocable license to use such intellectual property rights as they relate to Buyer's use, possession, sale or delivery of such Products.

13. **INFRINGEMENT OF RIGHTS:** Seller agrees to indemnify and hold harmless Buyer, from any suit, claims, losses, costs, expenses (including without limitation, reasonable fees and disbursements of counsel) or other liability made against or suffered by Buyer, arising from any claim of, or infringement or other violation of any patent, copyright, trademark or other proprietary rights, or claim of unfair trade or of unfair competition, resulting from or occasioned by, Buyer's use, possession, sale or delivery of the Products, provided that the foregoing shall not apply to any infringement resulting from Seller's compliance with Buyer's written instructions or specifications.

14. **SELLER'S INDEMNITY TO BUYER:** Seller agrees that Seller will assume Buyer's defense and indemnify and hold Buyer harmless from any costs, damages (including damage to property or the environment), injuries (including injury to, illness or death of persons), liabilities, claims, settlements, demands, lawsuits, penalties, interest, taxes or liens which Buyer may incur, be found liable for or is required to pay (collectively, the "Claims") which arise out of or are related to Seller or Seller's subcontractor furnishing Products to Buyer under this Agreement. THIS PROVISION WILL REQUIRE SELLER TO INDEMNIFY AND DEFEND BUYER FOR CLAIMS CAUSED BY BUYER OR BUYER'S EMPLOYEES' NEGLIGENCE WHEN SUCH CLAIMS ARISE OUT OF THE JOINT OR CONCURRENT NEGLIGENCE OF (i) SELLER AND SELLER'S EMPLOYEES (INCLUDING SELLER'S SUBCONTRACTORS AND THEIR EMPLOYEES) AND (ii) BUYER AND BUYER'S EMPLOYEES. HOWEVER SELLER WILL NOT BE REQUIRED TO INDEMNIFY BUYER TO THE EXTENT THAT THE CLAIM IS THE RESULT OF BUYER OR BUYER'S EMPLOYEES' SOLE NEGLIGENCE, OR WILLFUL MISCONDUCT.

15. **WARRANTY:** In addition to all other express or implied warranties, afforded to Buyer under the UCC, by law or equity, Seller warrants that all Products delivered under this Agreement shall be free from defects in design, material and workmanship, will conform to applicable specifications and drawings, blueprints, designs, samples, models, descriptions, instructions and other items referred to in this Agreement, and, to the extent such items are not manufactured pursuant to such detailed information furnished by Buyer, that all Products will be free from defects in design, material and workmanship, and will be of new and merchantable quality; Buyer's use of such Products does not infringe the intellectual property rights of Seller or any third party, and if the Federal Food, Drug and Cosmetic Act ("Act") is applicable to any of the Products furnished under this Agreement, then for the purposes of Section 303 (c) of the Act, Seller guarantees that the articles comprising each shipment or delivery to Buyer as of the date of such shipment or delivery will not be adulterated or misbranded within the meaning of the Act, or within the meaning of any applicable state or municipal laws in which the definition of "adulteration" and "misbranding" are substantially the same as those contained in the Act, as such laws are constituted and effected at the time of delivery, and will not be an article which may not under the provisions of Sections 404 or 505 of the Act be introduced into Interstate Commerce. The warranties of Seller together with its service warranties and guarantees, if any, shall accrue to Buyer. Acceptance of the Products delivered under this Agreement to Buyer shall not constitute a waiver of any of the warranties of Seller, either express or implied, and shall not be deemed to alter or affect the obligations of Seller or rights of Buyer under any of such warranties, express or implied, neither shall payment for any such Products constitute a waiver of any of the conditions herein contained.

16. **FORCE MAJEURE:** Neither party shall be liable for delays or defaults due to any act of God, acts of terrorism, governmental authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes, or contingencies reasonably beyond its control. The party so affected shall use good faith efforts to remediate the force majeure as expeditiously as possible and, upon prompt written notice to the other party, shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. To the extent Seller has Products available Seller shall allocate Products for Seller's internal consumption needs and among Seller's contracted customers only, and such allocation shall ensure that Buyer will receive at least Buyer's ratable portion of Seller's availability of Products at the time the event that excused Seller's performance first occurred or such earlier time as Seller should have reasonably expected that such event was likely to occur, whichever is most beneficial to Buyer. Buyer shall have the option upon cessation of such force majeure, upon notice to Seller to either cancel or resume deliveries affected by such force majeure.

17. **CONFIDENTIAL INFORMATION:** Any information and materials furnished to Seller by Buyer pursuant to this Agreement shall be kept confidential. Such information and materials shall be used only for the purposes of this Agreement, shall remain the property of Buyer and shall be returned by Seller at the conclusion of this Agreement unless otherwise notified. Seller shall impose the same obligation of confidence on any third parties acting on behalf of Seller who receive Buyer's confidential information for the purpose of being able to execute this Agreement.

18. **COMPLIANCE WITH LAWS:** Seller warrants that the performance of its obligations pursuant to this Agreement is and shall be subject in all respects to and in compliance with all laws, rules and regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state and federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale or delivery of the Products contemplated by this Agreement, including without limitation those pertaining to working conditions, payment of labor, and manufacture, branding, labeling registration and shipment of Products and, to the extent applicable, any United States Government Flow Down requirements applicable to the Federal Acquisition Regulations ("FARs") and Defence FARs ("DFARs") which regulations are hereby incorporated by reference as if the same were set forth in full herein. In the event this Agreement, or any procedure or action herein imposed upon either party hereto, shall at any time be in conflict with any legal requirements imposed by any such authorities, and if substantial change is required to restore compliance, then either party shall have the right to terminate this Agreement by notice to the other party. Such termination shall not relieve Buyer of its obligations herein to settle any unpaid balances due hereunder; Seller shall be relieved of any obligation to make additional deliveries hereunder on the date of such termination.

Seller further warrants that, to the extent Seller is in attendance at Buyer's premises, Seller will comply with all site rules and regulations pertaining to such premises. Further each party represents, warrants and covenants that: (i) it does not and will not: a) employ children, prison labor, indentured labor, bonded labor; b) use corporal punishment or other forms of mental and physical coercion, or verbal, cruel or abusive practices as a form of discipline; and c) discriminate against any employees on any ground including race, religion, disability age or gender. In the absence of any national or local law the Parties agree to define "child" as being a person of less than fifteen (15) years of age. If local law sets the minimum age below 15 years of age, but in accordance with exceptions under International Labor 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 Agreement 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 a government official and is not affiliated with any such 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 Agreement or its dealings with the Buyer. For the purposes of this Clause a "bribe" means: 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 or other country shall be considered a bribe for the purposes of this Clause.

Both Parties agree that with at least thirty (30) days notice, each party has the right to make inspections, and conduct appropriate audits of books and records, of all of the other Party's premises and any other premises employed in connection with this Agreement so as to ensure compliance with this Clause. A breach of this Clause by either Party shall entitle the non-breaching Party to terminate this Agreement immediately upon written notice and the Party found in breach of this Clause shall indemnify and keep the other Party indemnified against all actions, proceedings, costs, claims, demands and expenses arising from such a breach and termination.

Both Parties agree that with at least thirty (30) days' notice, each party has the right to make inspections, and conduct appropriate audits of books and records, of all of the other Party's premises and any other premises employed in connection with this Agreement so as to ensure compliance with this Clause. A breach of this Clause by either Party shall entitle the non-breaching Party to terminate this Agreement immediately upon written notice and the Party found in breach of this Clause shall indemnify and keep the other Party indemnified against all actions, proceedings, costs, claims, demands and expenses arising from such a breach and termination.

19. **RESPONSIBLE HANDLING:** Buyer and Seller will cooperate to promote the principles and practices of the American Chemistry Council Responsible Care Code by sharing experiences and offering assistance to each other as requested in improving practices for handling, using, transporting, or disposal of Products. 20. **LICENSES & PERMITS:** Seller has and shall at all times maintain in effect all licenses, permits, approvals and certifications required under Law on the part of Seller and its personnel (including any subcontractors) as a result of this Agreement. To the extent any Seller attends Buyer's facility, Seller shall ensure that Seller and any of Seller's personnel (including subcontractors) comply with all rules and regulations pertaining to such facility. Seller is aware that Buyer has established conduct standards for its business practices and that Buyer expects vendors, including Seller to adhere to such standards. 21. **DATA PROTECTION AND COMPLIANCE:** "Data Protection Legislation" means applicable regulations on personal data processing and in particular Regulation (EU) 2016/679 of the European Parliament (EU GDPR) and any other applicable laws and regulations in any jurisdiction relating to or impacting on the processing of personal data, all as may be amended, supplemented or replaced from time to time. "#Personal Data", "#Processing of Personal Data" and "#Data Processor" shall have the meaning given to those terms by the applicable Data Protection Legislation. Each party shall comply with applicable Data Protection Legislation when Processing Personal Data in the course of performing its obligations under this Agreement.

The Supplier acknowledges and agrees that Buyer may Process Personal Data provided by the Supplier, relating to the Supplier's personnel and subcontractors for the purposes of personnel administration, security management, IT support and any other purpose in relation with or necessary for the performance of this Agreement (the "Purposes"), and that Buyer may transfer the Personal Data to Buyer entities and third parties in and outside of the European Economic Area in relation with the Purposes. The Supplier shall ensure that: (i) The Personal Data provided to Buyer is collected by the Supplier and provided to Buyer in accordance with applicable Data Protection Legislation; and (ii) The persons whose Personal Data are provided by the Supplier to Buyer in relation with this Agreement have received fair processing information and, if applicable, have given all required consents to the Processing of their Personal Data by Buyer. If and to the extent that the Supplier Processes Personal Data as a Data Processor on behalf of Buyer, and a data transfer agreement that complies with the EU GDPR does not exist, these terms shall apply and the Parties agree to comply with such terms. The Parties agree that Supplier as Processor must act only on the written instructions of Buyer unless required by law to act without such instructions; must ensure that employees Processing the Personal Data have committed themselves to confidentiality; must take appropriate measures to ensure the security of the Processing, which includes as appropriate, the pseudonymization and encryption of Personal Data, the ability to ensure ongoing confidentiality, integrity, availability and resilience of Processing systems and services, the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident, a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing; only engage sub-processors with the prior consent of Buyer and under a written agreement that provides the same sufficient guarantees to implement appropriate technical and organizational measures that meet the requirements of the applicable Data Protection Legislation; assist Buyer in providing Data Subject access and allowing Data Subjects to exercise their rights under Data Protection Legislation; assist Buyer in meeting its obligations in relation to the security of processing; provide notification of personal data breaches in sufficient time to enable Buyer to comply with its own onward obligations after Supplier becomes aware of it; attend end of the services or work that results in the Processing of Personal Data; delete or destroy all Personal Data belonging to Buyer; submit to Buyer audits and inspections, providing Buyer with whatever information it needs to ensure the Parties are meeting their respective Data Protection Legislation obligations; and, tell Buyer immediately if it is asked to do something infringing Data Protection Legislation. The subject matter, nature and purpose, types of Personal Data and categories of Personal Data Subjects related to this Processing are set out in the underlying agreement, work authorization or purchase order between the Parties. 22. **WAIVER:** The failure of Buyer to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to Buyer under this Agreement, shall not be construed as a waiver of effect.

PURCHASE TERMS AND CONDITIONS (DIRECT) - Continued

23. GOVERNING LAW/WAIVER AND JURY TRIAL/CONSENT TO JURISDICTION: THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF. FURTHER, THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Further, Buyer and Seller irrevocably submit to the exclusive jurisdiction of the Federal courts of the United States of America located in the Southern District of Texas, Houston Division, or the State District Courts of Texas located in Montgomery County, Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and in respect of the transactions contemplated hereby, and hereby waives, and agrees not to assert, as a defense in any action, suit, or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit, or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a court. Buyer and Seller consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute. Terms not otherwise defined herein shall have the meaning ascribed thereto in the Uniform Commercial Code as in effect in the State of Texas.

24. NO THIRD PARTY BENEFICIARIES: Except with regards to Article 14, this Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns, and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such successors and permitted assigns, any legal or equitable rights hereunder.

25. RELATIONSHIP OF THE PARTIES: Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to the parties. Each party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement.

26. SET-OFF: Buyer may credit any amount which Seller owes to Buyer under this Agreement, any other agreement, or based upon any other claim or right, against any amounts which Buyer owes to Seller hereunder.

27. HEADINGS: The headings used herein are for convenience purposes only and shall not be used to interpret this Agreement.

28. CONSTRUCTION OF AGREEMENT: Any ambiguities or uncertainties in the wording of any provision of this Agreement shall not be construed or interpreted for or against any party because that party drafted or caused its legal representative to draft the provision.

29. SEVERABILITY: If for any reason any provision contained in this Agreement is held to be invalid, illegal, unenforceable, or otherwise void by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected and shall continue in full force and effect.