

## TRINSEO GENERAL TERMS AND CONDITIONS OF PURCHASE

("GT&CP")

**1. CONDITIONS OF ACCEPTANCE:** All PRODUCT(S) are purchased by TRINSEO Europe GmbH ("TRINSEO") subject to and upon: (i) the terms set in this Section 1 to Section 27 below (the "GT&CP") and on the face of the respective purchase order and/or any other document in which TRINSEO contracts to purchase PRODUCT(S) from SELLER, and (ii) agreed upon and/or signed technical descriptions, guidelines, specifications or TRINSEO standards (together "Specifications") which are incorporated herein by reference, (i) and (ii) together for the purposes of the PRODUCT(S) sold hereunder by SELLER to TRINSEO, "CONTRACT". **The CONTRACT (as so defined) shall control and govern all terms of sale. TRINSEO hereby notifies SELLER that TRINSEO rejects any attempt by SELLER to limit or condition its liability for breach or damages arising out of its performance or non-performance of the CONTRACT, whether in the form of a written order confirmation amending the terms of TRINSEO's order or otherwise.** The rights and remedies set forth in the CONTRACT are cumulative and are in addition to, and not in lieu or exclusive of, all rights and remedies to which TRINSEO is entitled under any relevant law. As used herein, "PRODUCT(S)" shall mean any product(s) and/or service(s) which are ordered by TRINSEO from SELLER. SELLER acknowledges and agrees that unless otherwise agreed in writing in the CONTRACT, **there is no minimum volume guarantee by TRINSEO to purchase any PRODUCT(S) from SELLER.** SELLER represents it has the capacity to produce enough PRODUCT(S) to meet TRINSEO's disclosed needs for PRODUCT(S).

**2. ENTIRE AGREEMENT:** The CONTRACT constitutes the entire agreement between the parties regarding the PRODUCT(S) to the exclusion of any other terms and conditions and supersedes all previous oral or written negotiations and understandings regarding the subject matter herein.

**3. ASSIGNMENT:** SELLER may not assign or subcontract any of its rights or obligations under the CONTRACT without TRINSEO's prior written consent. Such consent shall not release SELLER from its obligations and liabilities under the CONTRACT.

**4. CHANGES:** TRINSEO may change any of the terms of the GT&CP upon written notification to SELLER. Purchase Orders may be changed by way of change order sent to SELLER.

SELLER may not change the specifications, material or manufacturing processes of any Products without TRINSEO's prior written consent.

**5. INVOICING/SHIPPING INSTRUCTIONS:** (a) SELLER shall in each shipment include separate packing slips and invoices showing TRINSEO order number, (if previously supplied) TRINSEO item or mark number, a description of the PRODUCT(S), price and quantity shipped. (b) SELLER shall accept payment according to the terms specified on the face of the CONTRACT and include any applicable cash discounts on all invoices. (c) On all prepaid shipments chargeable to TRINSEO, SELLER shall attach transportation receipt to the invoice, as TRINSEO will only pay for actual freight cost incurred. (d) SELLER shall also notify TRINSEO, if applicable in relation to each shipment of PRODUCT(S), of the number of packages, their size and weight, the method of protection of the PRODUCT(S) during shipment, and the suggested method for storage and protection upon arrival at destination.

**6. PRICES AND TAXES:** (a) Unless specified otherwise on the face of the CONTRACT, all quoted prices for PRODUCT(S) are inclusive of packaging, transport, delivery, and installation and insurance costs but do not include value added tax ("VAT") or any other tax in relation to their supply. Such taxes shall be determined as at date of despatch of the PRODUCT(S) and shall be payable by TRINSEO against receipt of SELLER's VAT invoice in the prescribed form. (b) In the absence of any specific agreement to the contrary, payment of SELLER's invoice shall be due from TRINSEO on the later of the last working day of the month following the month in which the PRODUCT(S) were delivered, or the last working day of the month following the month in which such invoice was received by TRINSEO. (c) **No increase in price will be accepted without TRINSEO's written acceptance.** (d) TRINSEO shall be entitled to set off against any sums payable to SELLER any amounts owing by SELLER to TRINSEO for any reason.

**7. PRODUCT(S):** (a) The PRODUCT(S) shall conform in all respects to the description on the face of the CONTRACT, and/or TRINSEO's then current Specifications and in particular shall be: (i) new, of first class commercial type and of the latest approved design (unless otherwise specified on the face of the CONTRACT); (ii) free from defects that might render the PRODUCT(S) unsuitable or inefficient for the purpose for which it is to be used; (iii) suitable for the purposes for which they would ordinarily be used or for those purposes notified by TRINSEO to SELLER (whether in isolation or in combination with any other items); (iv) of agreed quality and workmanship; and (v) in full compliance with all applicable national, state and local laws and regulations. (b) SELLER warrants and guarantees the PRODUCT(S) for the period of time normally specified for the type of PRODUCT(S) involved, but in no event for a shorter period than (i) the normal shelf life specified in the Specification, or (ii) twelve (12) months from delivery, whichever of these periods is longer. During the warranty period, all PRODUCT(S) or parts disclosing defects in design, material and/or workmanship shall be replaced and delivered to the job site by SELLER, without cost or delay to TRINSEO. **The warranties in this Section 7 are in addition to and not in substitution for, any other warranties or guarantees made by SELLER or created or implied as a matter of law and shall together with all other warranties and representations contained in these GT&CP and relating to the PRODUCT(S) be defined herein collectively as "Warranties."** (c) If any PRODUCT(S) are defective or otherwise not in conformity with the requirements of the CONTRACT, TRINSEO may at its discretion reject them or require correction(s) or replacement(s) at SELLER's expense. There shall be an adjustment of any payments made for rejected PRODUCT(S), either by SELLER's refund or by a deduction from TRINSEO's subsequent remittances. SELLER will not substitute non-conforming PRODUCT(S) or back order such PRODUCT(S) without TRINSEO's prior approval, and TRINSEO may reject all or part of any shipment which contains non-conforming PRODUCT(S). Rejected PRODUCT(S) shall be removed (and if necessary disposed of) by SELLER in accordance with the instructions of TRINSEO and/or corrected or replaced promptly, in each case at SELLER's cost, and, if returned, shall be identified by SELLER. If rejected PRODUCT(S) are not promptly replaced or non-conforming PRODUCT(S) not promptly corrected, TRINSEO may, at its option, elect to perform some or all of the following actions: (i) obtain such PRODUCT(S) or similar PRODUCT(S) elsewhere and charge SELLER with any cost increase caused thereby; (ii) terminate the CONTRACT for default under paragraph 14 hereof, (iii) accept the PRODUCT(S) at a reduced price determined in accordance with paragraph 6(c) hereof and (iv) seek other remedies and damages as in its absolute discretion deems appropriate. (d) SELLER shall as soon as possible indemnify TRINSEO for all costs and damages (including if appropriate lost profits) incurred by TRINSEO, including, *inter alia*, costs for packaging, handling, transportation, recall, destruction, production, and other administrative costs including legal fees, which arise or result from the delivery of PRODUCT(S) by SELLER that is not in accordance with the Warranties, the Specifications or any other term in the CONTRACT, including the GT&CP.

**8. INFRINGEMENT:** SELLER warrants that PRODUCT(S) sold hereunder and any uses proposed by SELLER or reviewed by TRINSEO with SELLER do not violate the trademark, patent, copyright or trade secret rights of any person or entity, and SELLER will defend TRINSEO and hold it harmless in any litigation for

misappropriation of trade secrets, unfair competition and trademark, patent or copyright infringement or any other lawsuit or claim which may arise out of the use or sale by TRINSEO of the PRODUCT(S) herein ordered.

**9. GOVERNING LAW:** Unless otherwise agreed, the CONTRACT between TRINSEO and SELLER, including the GT&CP, shall be governed by and construed in accordance with the laws of Switzerland and the courts of that same country shall have non-exclusive jurisdiction in respect of any disputes in relation to the CONTRACT and/or the GT&CP. The application of the United Nations Convention on CONTRACTS for the International Sale of PRODUCT(S) is hereby excluded.

**10. DELIVERY:** (a) The time of delivery shall be as stated in the relevant CONTRACT. **Time is of the essence.** (b) Other than on the occurrence of a Force Majeure event, the time of delivery of PRODUCT(S) (including agreed quantities) by SELLER shall not be extended beyond the date specified by TRINSEO unless TRINSEO has agreed to an extension in writing. (c) If delivery date(s) (including for agreed quantities) cannot be met, SELLER must immediately inform TRINSEO in writing of SELLER's best possible delivery date(s). TRINSEO shall then have the absolute discretion whether to accept such amended delivery date in substitution. In addition to any other rights and remedies TRINSEO may have under the CONTRACT, including the GT&CP, or provided by law, if deliveries (including agreed quantities) are not made at the time agreed upon, TRINSEO may request that SELLER ship the PRODUCT(S) by other than designated routing to expedite delivery (cost of alternative means of shipment shall be borne by SELLER) or cancel the CONTRACT in whole or in part and purchase comparable PRODUCT(S) elsewhere and hold SELLER accountable for any loss or additional cost arising from such expedited delivery, cancellation and/or alternatively sourced purchase. (d) **The PRODUCT(S) may not be manufactured, packaged, stored, sampled or tested at or shipped from any location other than the facility owned by SELLER referred to on the face of the CONTRACT without TRINSEO's prior written consent.**

**11. FORCE MAJEURE:** Neither SELLER nor TRINSEO shall be liable for loss or damage arising from a Force Majeure event. A "Force Majeure" event shall mean any circumstances outside the reasonable control of the party claiming it, including, *inter alia*, acts of God, war, riots, explosion, abnormal weather conditions, fire, flood, government action, strikes, lockouts or accidents.

In the event of a Force Majeure, (i) performance of the party affected by the Force Majeure is excused; (ii) the party affected by a Force Majeure shall use all reasonable efforts to mitigate the effects of the Force Majeure for the other party; (iii) during a Force Majeure SELLER shall allocate any PRODUCT(S) not affected by the Force Majeure as fairly as reasonably possible amongst its internal as well as external customers; (iv) the time of delivery of PRODUCT(S) by SELLER shall be extended to include time by reason of Force Majeure. However, if the Force Majeure event causes an extension of the delivery time such that the use of the PRODUCT(S) is impractical, TRINSEO may terminate the CONTRACT with respect to such PRODUCT(S) without penalty.

**12. RISK AND TITLE:** Unless agreed differently in the CONTRACT, risk and title to the PRODUCT(S) shall pass to TRINSEO, DAP (in accordance with INCOTERMS 2010) TRINSEO's warehouse or facilities, unless otherwise stated on the face of the CONTRACT. SELLER represents and warrants that good title to the PRODUCT(S) will pass free and clear of all charges, claims and liens of any nature.

**13. WORK ON TRINSEO'S PREMISES:** If the CONTRACT covers labor, contract or construction work or work of any nature on TRINSEO's premises, all such work shall be performed in compliance with TRINSEO's general conditions which shall become at that time an integral part of the CONTRACT. SELLER agrees it has no authority to hire any persons on TRINSEO's behalf and each person employed or used by SELLER shall be SELLER's employee, agent or affiliate and not TRINSEO's. SELLER is performing all of said work as an independent contractor. SELLER indemnifies and holds TRINSEO harmless from any and all judgments, costs, expenses, including legal fees, for damaged property or personal injuries (including death) which may be sustained by SELLER, its employees, TRINSEO's employees or third parties, arising out of or in any way connected with such work done on TRINSEO's premises, except to the extent such damaged property or injury (including death) is caused by the negligence or willful misconduct of TRINSEO. Prior to commencing any such work, SELLER shall provide certificates evidencing adequate insurance indemnifying SELLER and TRINSEO against all such claims and naming TRINSEO as an additional insured.

**14. TERMINATION FOR DEFAULT:** If SELLER fails to deliver the PRODUCT(S) within the time specified (including a shortage in quantities), or otherwise (i) breaches any of these GT&CP or any other term of the CONTRACT; (ii) becomes or declares itself insolvent, and/or (iii) undergoes a change of control, TRINSEO may terminate the CONTRACT in whole or in part (reserving its rights to damages and otherwise at law and equity). In the event of termination for default: (x) SELLER shall continue performance of any non-terminated portion of the CONTRACT, and TRINSEO may obtain elsewhere the portions of the PRODUCT(S) affected by the termination; and (y) TRINSEO may, at its option, require SELLER to transfer to TRINSEO all materials, work in process, completed supplies, tooling, plans and Specifications allocated to the terminated portion of the CONTRACT. TRINSEO shall, in this event, pay SELLER the fair value of such items.

**15. TERMINATION:** Unless otherwise stated in the CONTRACT, TRINSEO may terminate the CONTRACT in whole or in part when the PRODUCT(S) specified herein are no longer required by TRINSEO. TRINSEO shall notify SELLER thereof in writing with a reasonable notice period.

**16. CONFIDENTIAL INFORMATION:** SELLER shall not use, release or disclose to third parties any information concerning the PRODUCT(S), their formula(s) and/or process(es), or any other confidential information relating to TRINSEO or any of its affiliates or the CONTRACT, in each case without the prior written consent of TRINSEO. SELLER shall retain all TRINSEO confidential information in a readily available form. Upon the expiration or termination of the CONTRACT and upon written request from TRINSEO, SELLER shall (a) deliver to TRINSEO said confidential information in any medium of expression without undue delay, or (b) destroy any and all confidential or proprietary information related to TRINSEO in its possession and provide written verification of such action. *Confidential information* shall not include any information which (i) is or becomes generally available to the public through no fault of SELLER; (ii) is subsequently disclosed to SELLER by a third party who is lawfully entitled to such information and who is not itself in breach of an obligation of confidence in so disclosing such information; (iii) prior to its disclosure by TRINSEO was lawfully in the possession or knowledge of SELLER; and/or (iv) is required to be disclosed by law or regulatory authority.

**17. INTELLECTUAL PROPERTY:** SELLER acknowledges and agrees that nothing in the CONTRACT, nor in the disclosure of TRINSEO confidential information to SELLER shall be deemed by implication or otherwise, to convey ownership, title, or any other rights for license thereto to SELLER or any associated party of any proprietary or intellectual property right of TRINSEO, including, without limitation, trade secrets, inventions and patent rights.

**18. RECALL AND TRACEABILITY:** (a) TRINSEO shall have the sole right, exercisable in its discretion, to initiate and direct the content and scope of a recall, market withdrawal, stock recovery, product correction and/or advisory safety communication (any one or more referred to as a "Recall Action") regarding the PRODUCT(S) or any product into which they have been incorporated. At TRINSEO's option, TRINSEO can direct SELLER to, and upon such direction SELLER shall, conduct such Recall Action. TRINSEO shall determine, in its discretion, the manner, text and timing of any publicity to be given such matters. In the event a Recall Action is initiated or directed by TRINSEO, SELLER agrees to fully cooperate and take all such steps as are reasonably requested to implement the Recall Action in a timely and complete manner. SELLER shall bear (and indemnify TRINSEO for) the costs associated with any Recall Action which results from SELLER's negligence or willful misconduct or non-compliance of the PRODUCT(S) with the Specifications or any other terms of the CONTRACT, including SELLER's Warranties under the CONTRACT. (b) SELLER shall operate a system to enable the efficient tracing of the origin, transport and storage details of all PRODUCT(S) or any of the constituent parts or ingredients of the PRODUCT(S) (a "Trace Action") and shall ensure that each of its suppliers of PRODUCT(S) (and their suppliers of PRODUCT(S)) and so on until the first supplier in the supply chain) has in place similar systems, and shall regularly carry out random audit tests of such traceability system in order to verify its effectiveness. TRINSEO shall have the right to require SELLER to implement a Trace Action as and when and in the manner it deems necessary and SELLER agrees to fully cooperate and take all such steps as are reasonably requested to implement the Trace Action in a timely and complete manner.

**19. INDEMNIFICATION:** SELLER shall indemnify and hold harmless TRINSEO and its agents, employees, officers, directors, subsidiaries, affiliates, parent corporation, successors and assigns from and against all third party claims, demands, losses, attorneys' fees ("Claims"), arising out of or resulting from SELLER's performance of the work, breach of the Warranties or SELLER's negligence or willful misconduct. This obligation shall not extend to Claims to the extent caused by TRINSEO's negligence or willful misconduct.

**20. COMPLIANCE WITH LAWS AND SUPPLIER'S CODE OF CONDUCT:** SELLER'S performance under the CONTRACT shall be in compliance with all applicable legislation and statutory requirements, implied terms, good industry practice, standards, regulations and codes of practice, relating to the PRODUCT(S) and their sale and supply or otherwise.

SELLER shall conform to TRINSEO'S SUPPLIER CODE OF CONDUCT which includes its expectation for SELLERS relating to corporate social responsibility, sustainability, environmental health and safety, human and worker rights, business ethics and material sourcing with any and all related policies as well as any of TRINSEO'S related policies including Trinseo's Code of Business Conduct and supporting Anti-bribery and Anti-corruption Policies (all as published on TRINSEO'S website: [www.trinseo.com](http://www.trinseo.com)), in each case as TRINSEO may update them from time to time (Relevant Policies). Alternatively, SELLER may conform to its own Code of Conduct if it includes similar principles.

TRINSEO reserves the right to audit its SELLER'S compliance with the Supplier Code of Conduct.

**21. LABOR STANDARDS:** SELLER shall (i) set working hours, conditions, wages and overtime pay that are in compliance with governing laws of the countries in which it operates. Workers employed by SELLER must be paid at least the minimum legal wage required in the country where the worker is employed; (ii) not employ in a facility that makes products for TRINSEO or under its brands anyone who is younger than the olders age 15 (or 14 where local law allows), or the local age for attending compulsory education; (iii) not use forced or prison labor of any kind or employ corporal punishment, threats of violence or other forms of physical abuse; (iv) commit to comply with all applicable laws and regulations of the respective countries in which it operates and maintain appropriate documentation thereof and provide written certification of such compliance to TRINSEO upon request; and (v) Monitor its hiring and employment practices.

**22. ANTI-BRIBERY / TRINSEO CODE OF BUSINESS CONDUCT:** SELLER shall: (a) comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption, including but not limited to the US Foreign Corrupt Practices Act and the UK Bribery Act 2010 (**Relevant Requirements**);

(b) comply with TRINSEO'S Code of Business Conduct and any all related policies as well as any of TRINSEO'S Anti-bribery and Anti-corruption Policies (all as published on TRINSEO'S website: [www.trinseo.com](http://www.trinseo.com)), in each case as TRINSEO may update them from time to time (**Relevant Policies**);

(c) have and shall maintain in place throughout the term of this CONTRACT its own policies and procedures, including but not limited to adequate procedures under the US Foreign Corrupt Practices Act and UK Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies, and will enforce them where appropriate; and

(d) promptly report to TRINSEO any request or demand for any undue financial or other advantage of any kind received by SELLER in connection with the performance of this CONTRACT.

SELLER shall further ensure that any person associated with SELLER who is performing providing PRODUCT(S) or other goods in connection with this CONTRACT does so only on the basis of a contract which imposes on and secures from such person terms equivalent to those imposed on SELLER in this paragraph 22 (**Relevant Terms**). SELLER shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to TRINSEO for any breach by such persons of any of the Relevant Terms.

**23. SURVIVAL:** All representations and warranties, including the Warranties, of SELLER and all rights and remedies of TRINSEO and any other provisions hereof which by their express terms or by implication are to survive, shall survive the termination or other expiration of the CONTRACT.

**24. WAIVER:** TRINSEO'S failure to enforce any provision of the CONTRACT, including the GT&CP, or to require performance by SELLER shall not be construed as a waiver of such provision nor affect the validity of the CONTRACT or any part thereof, or TRINSEO'S right to enforce any provision thereafter. Each of TRINSEO'S rights under these GT&CP are alternative, and each individual right is in addition to, and not in substitution for, any other right or any remedy available to TRINSEO in law.

**25. PUBLICITY:** SELLER agrees not to publish or use any advertising, sales promotion or publicity matter in which TRINSEO'S name (trading or corporate), brand names or other intellectual property rights are mentioned without the prior written consent of TRINSEO.

**26. SEVERABILITY:** Each provision of the CONTRACT is severable and if any provision shall be finally determined to be invalid, illegal or unenforceable ("Invalid") in any jurisdiction, the remaining provisions shall not be affected thereby, nor shall said provision be Invalid in any other jurisdiction.

**27. DISPUTE RESOLUTION:** The parties will attempt in good faith to promptly resolve any dispute arising out of the CONTRACT by negotiations between representatives who have authority to settle the controversy. If unsuccessful, the parties shall consider in good faith to engage in non-binding third-party mediation, with fees and expenses of such mediation apportioned equally to each side; *provided, however,* that no party is required to mediate any dispute in case of irreparable harm or if there is a threat to public health or safety by continuing performance under the CONTRACT. Any dispute not resolved by negotiations between the parties' representatives and/or mediation may be submitted to a court of competent jurisdiction in accordance with the terms of the CONTRACT.