

STANDARD CONDITIONS OF PURCHASE

1. GENERAL

1.1 THE AGREEMENT OF PURCHASE SHALL APPLY TO ALL PURCHASE AGREEMENTS OR PURCHASE ORDERS WHICH REFERENCE THESE TERMS AND ALL OTHER PURCHASES MADE BY A CYTEC AFFILIATED ENTITY (SPECIFIC LEGAL ENTITY FURTHER IDENTIFIED IN THE ORDER CONFIRMATION) ("BUYER") UNLESS OTHERWISE AGREED UPON IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. THESE TERMS MAY NOT BE ADDED TO, MODIFIED OR SUPERSEDED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN SELLER'S ("SELLER") RESPONSES ARE HEREBY OBJECTED TO AND NO SUBSEQUENT CONDUCT BY BUYER SHALL BE DEEMED TO BE AN ACCEPTANCE THEREOF.

1.2 These Terms and Conditions, along with the purchase order to which it relates ("Purchase Order"), contains all the terms and conditions of the parties' agreement concerning the goods, materials or products ("Goods") or services ("Services") (the "Agreement").

2. CONCLUSION OF AGREEMENT

2.1 Seller's action in (a) returning an acknowledgement copy of the Purchase Order or the Agreement, (b) delivering Goods, or (c) performing Services, shall constitute Seller's acceptance to be bound by the Agreement.

3. SPECIFICATIONS AND WARRANTIES

3.1 The quality, quantity and description of the Goods and/or the Services shall be in strict conformity with the Purchase Order and/or any applicable specification(s) supplied by Buyer to Seller or agreed in writing by Buyer.

3.2 Seller warrants that all Goods and Services delivered are:

3.2.1 of first-class design, construction, execution, materials, composition and quality;

3.2.2 if applicable, in conformity with drawings, other data and the standards designated by Buyer;

3.2.3 of merchantable quality and fit for their intended use;

3.2.4 free of liens and all other encumbrances;

3.2.5 in conformity with applicable government laws and regulations;

3.2.6 free of all patent, license and other intellectual property rights of third parties, or any current, pending, or potential disputes over any patent, license or other intellectual property with third parties.

3.3 Seller warrants that it shall be responsible for and will make good any defects in workmanship, Goods, and/or Services covered by any Purchase Order, which defects become apparent within twelve (12) months from the date of putting same into service. Seller is not relieved of the responsibility imposed by this clause, either as to proper packing, quality of materials or specifications, by reason of acceptance by Buyer. Seller shall provide Buyer a current material safety data sheet ("MSDS") for each of the Goods supplied to Buyer hereunder on an annual basis or sooner in the event such document has been modified.

3.4 Seller warrants that all information (both technical and business) disclosed by Buyer to Seller, will be held in strict confidence and not communicated to any third party except as needed by such third party in order for Seller to perform under the Purchase Order and provided that such third party agrees to be bound to a nondisclosure agreement no less stringent than the obligations in this section. Seller shall not use the name of the Buyer or disclose the existence or terms of the relationship with Buyer in publicity releases, referrals, advertising, or similar activity without the prior written consent of the Buyer. The obligations of this clause shall survive the termination or expiration of the Agreement with Buyer.

3.5 Seller further represents, warrants, certifies and covenants that: (a) No Goods supplied to Buyer have been or will be produced utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of the laws governing minimum working age, minimum wage, hours of service, and overtime in the country of manufacture; (b) Seller will not directly or indirectly pay, offer, give, promise to pay or give, or authorize the payment or giving of any money or anything of value to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with the supply of Goods or Services hereunder; and Seller will comply with all applicable country laws relating to anti-corruption or anti-bribery, including, but not limited to, legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention"), the U.S. Foreign Corrupt Practices Act, as amended, (FCPA) (15 U.S.C. §§78dd-1, et. seq.), the U.K. Bribery Act 2010 (Bribery Act, 2010, c. 23 (U.K.)), and any other applicable country laws relating to anti-corruption or anti-bribery; (c) Seller complies with Section 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank") and its implementing regulations and any other applicable country laws relating to "conflict minerals" (columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives including tungsten, tin and tantalum) mined in the Democratic Republic of Congo or its adjacent countries; (d) Seller has established an effective program to ensure that any suppliers it utilizes to provide any goods or services that will be incorporated into Goods or Services supplied hereunder will be in conformance with the requirements of 7(a) (i) to (xii) of Dodd-Frank cited above; (e) No Goods supplied hereunder will contain any conflict minerals mined in the Democratic Republic of Congo or its adjacent countries unless Seller certifies that such conflict minerals are conflict-free; and (f) From time to time, at Buyer's request, Seller shall provide certificates to Buyer relating to compliance with any applicable legal requirements, including those listed in Section 7(a) of Dodd-Frank.

All warranties are continuing and shall survive acceptance of the Goods or Services by Buyer.

4. PRICE

4.1 The price of the Goods and/or Services ("Price") shall be stated in the Purchase Order and unless so stated shall be:

4.1.1 inclusive of any applicable value added tax and goods and services tax;

4.1.2 inclusive of all other taxes, duties, transport and travelling costs, and costs of insurance, adequate packaging, unloading, inspections, tests, certificates and other fees of any kind.

4.2 The Price shall not be subject to change without prior written consent of Buyer.

5. PAYMENT

5.1 Seller shall invoice Buyer at any time after delivery of the Goods or performance of the Services.

5.2 Unless otherwise agreed, payment shall be due one hundred and twenty (120) days from date of receipt of a correct invoice for the Goods and/or Services.

5.3 Buyer shall be entitled to set off against the invoice amount any debt due to Buyer (or any of its affiliated entities) from Seller (or any of its affiliated entities) in respect of any agreement or transaction between Buyer (or any of its affiliated entities) and Seller (or any of its affiliated entities). In the event such set off involves an affiliate of Seller, Seller hereby agrees to be joint and severally liable on any debt owed by such affiliate up to the amount payable by Buyer.

5.4 Seller may not assign to any third party any payment obligations of Buyer or any moneys due or which are to become due under any Purchase Order or the Agreement without the prior written consent of Buyer.

5.5 If applicable, all drawbacks of duties, and rights thereto, related to duties paid by Buyer or Seller when the Goods are imported will accrue to the exclusive benefit of Buyer. Duty drawback rights include rights developed by substitution and duty drawback rights obtained from sub-tier suppliers related to the Goods. Seller will provide Buyer with all documents, records, and other supporting information necessary to obtain any duty drawbacks, and will reasonably cooperate with Buyer to obtain payment and/or turnover to Buyer any applicable duty drawbacks paid directly to Seller.

6. DELIVERY

6.1 Delivery shall take place on agreed INCOTERMS (ICC INCOTERMS 2010). If no INCOTERMS terms apply, delivery shall be understood to occur at the moment unloading has finished taking place at the location designated by Buyer.

6.2 Time of delivery of the Goods and of performance of the Services is of the essence and shall commence from the date of acceptance by Seller of the Purchase Order or the date on which Seller is placed in possession of such information as may be necessary to enable it to start performing its obligation regarding the Goods or the Services, whichever may be the later.

6.3 Delivery of Goods in installments shall be permitted only with prior consent of Buyer and such permission, if given, shall not entitle Seller to claim payment prior to delivery of all installments unless Buyer has agreed in writing.

6.4 If Buyer is not able to accept delivery of the Goods or installation of the Goods upon the agreed delivery date in the Purchase Order, Seller shall be responsible for arranging suitable storage at suitable premises of the Goods, advising Buyer beforehand of the particulars of such proposed storage and Seller shall also ensure that the Goods and the premises in which they are stored are properly insured against all the usual risks and notify Buyer of such insurance cover.

6.5 If delivery is made before or after the delivery date specified in the Purchase Order due to Seller's fault, Buyer may return the Goods to Seller at Seller's risk and expense without being obligated to make any payment.

6.6 If Seller delays in delivery of any Goods or Services, Buyer reserves the right to purchase equivalent Goods or Services from another source and Seller shall compensate Buyer any price difference, additional cost or losses incurred by Buyer as a result.

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6.7 Each delivery must be accompanied by details of the exact quantity and description of the Goods and/or the Services performed. On the day on which shipment is made, all shipping documents and a separate invoice stating the relevant Purchase Order number for each shipment must be sent by first class mail or express mail to Buyer's plant or office which issued the Purchase Order, marked for the attention of the Accounts Office.

When Goods are invoiced by Seller but shipped by a third party, the invoice shall bear the name of the shipper and the point from which the delivery originated. If shipment is to be delivered to any place other than Buyer's premises, the original bill of lading must be furnished with the invoice(s). Buyer's count shall be accepted as final on all shipments.

6.8 Delivery shall not be deemed as completed unless the agreed Goods or Services are delivered in their entirety in accordance with the Agreement.

6.9 Seller shall provide Buyer with a current MSDS and certificate of analysis ("COA") for each Good supplied to Buyer under the Agreement on an annual basis or sooner in the event such document has been modified. The MSDS, COA and labels shall be written in the local language where applicable in addition to the English language.

6.10 If Seller is in the position of being able to supply some but not all of its customers, Buyer shall be given priority over all other customers of Seller's.

7. CHANGES/EXTRA WORK

7.1 Seller shall not make any changes in design or specification to the Goods or Services except with the written consent or at the written request of Buyer.

7.2 After Buyer's submission of a Purchase Order, Seller shall not change or modify the Goods, including its production processes or methods, production location, qualitative or quantitative compositions, ingredients and/or materials used in the production process without the prior written consent or at written request of Buyer. In case Seller intends to implement one of the described changes or modifications it shall inform Buyer hereof at least ninety (90) days in advance.

7.3 Seller shall at all times make technically feasible changes, additions or upgrades to agreed Goods or Services, as desired by Buyer.

7.4 Changes, additions or upgrades shall not lead to an increase in the agreed price or an extension of the agreed time of delivery unless and to the extent reasonable and provided that within five (5) days after the request of Buyer for such changes, additions or upgrades Seller has made a written proposal to Buyer with respect to an increase or an extension before the execution of said changes, additions or upgrades and also provided that Buyer has agreed in writing with the changes, additions or upgrades as well as the indicated price by Seller before they are executed.

7.5 Buyer is entitled to rescind or terminate the Agreement in whole or in part if implementation of the changes, additions or upgrades it desires does not appear to be possible on conditions acceptable to it. In this case, Seller shall be entitled, if applicable, to compensation as set out under article 16.3.

7.6 If Seller has provided samples or prior supply of Goods to Buyer, Seller represents that the process used to manufacture the Goods, including but not limited to the raw materials, testing or quality control and packaging, has not changed. If Seller makes a change to any such process, unless a longer period is required by Buyer's change management process, Seller shall provide Buyer with a minimum of ninety (90) days prior written notice.

8. BUYER'S MATERIALS AND EQUIPMENT AND INTELLECTUAL PROPERTY RIGHTS

8.1 All specifications, formulas, drawings, patterns, artwork, designs tools, dies, molds and other items furnished by Buyer to Seller or the cost of which is charged against the Purchase Order (a) are confidential and shall not be disclosed by Seller to any other person without the prior consent of Buyer, (b) shall not be copied or used for any other purpose other than for the carrying out of the Purchase Order, (c) shall remain the property of Buyer, (d) shall be returned at Seller's risk and expense in good order and condition to Buyer immediately upon request or on completion of the Purchase Order and (e) shall be insured against all risks by Seller whilst they are in its possession.

8.2 If any item furnished by Buyer to Seller or the cost of which is charged against the Purchase Order is damaged or destroyed whether due to the defective workmanship of Seller or any other reason, it shall be replaced at the sole cost of Seller, and Seller shall be responsible for all losses or damages incurred to Buyer due to such defectiveness or other reason.

8.3 Where the Goods are designed, created or otherwise developed by or for Seller pursuant to the Purchase Order, then all intellectual property rights therein or relating thereto throughout the world (including, without limitation, patents, copyrights, design rights, registered designs, trademarks, service marks and know-how and the rights to apply for any of the foregoing) ("**Intellectual Property Rights**") shall belong solely to Buyer in absolute. Seller hereby assigns the Intellectual Property Rights to Buyer with the intent that upon the making or creation thereof the Intellectual Property Rights shall automatically vest in Buyer, and Seller shall, at Buyer's request, (and notwithstanding the termination of the Agreement) sign and execute and procure the signature and execution of all such documents and do all such acts as Buyer may reasonably require to procure the vesting of such Intellectual Property Rights in Buyer.

8.4 Seller warrants that the delivered Goods and/or Services and the use thereof do not violate any intellectual or industrial property rights of Buyer or any third party, otherwise Seller shall be solely responsible for all losses, damages, costs and fees incurred by Buyer.

9. PROHIBITION ON CONTRACTING OUT

9.1 Seller shall not transfer or contract out to any third party, in whole or in part, any rights or obligations under the Agreement except with prior written consent of Buyer.

10. INSPECTION, TESTING, NO RELEASE

10.1 Buyer shall at all times be entitled to inspect or have inspected, to examine or have examined and/or to test or have tested the Goods or Services, irrespective of where the Goods are located or the Services are performed.

10.2 Inspection, examination, testing, purchase and/or payment by or on behalf of Buyer does not release Seller from any obligation or liability under the Agreement.

10.3 Buyer shall notify Seller of obvious defects which may be inspected by naked eyes within thirty (30) working days upon receipt of the Goods or Services. In case of hidden defects or defects which cannot be discovered upon receipt, such notification shall be made thirty (30) working days from discovery of such defect.

11. RISK AND TRANSFER OF TITLE

11.1 Goods to be delivered and/or Goods with respect to which Services will be performed are for the account and risk of Seller until the completion of the delivery as referred to in article 6.7.

11.2 If Buyer makes any payment before delivery, the title to the Goods to be imputed to that payment is transferred to Buyer at the moment of payment. Seller is obligated to identify and to keep identifiable the Goods belonging to Buyer which are still in Seller's possession, and shall hold them on behalf of Buyer. Risk of damage to such Goods shall remain with Seller until delivery in accordance with article 11.1. Seller shall insure the Goods from any damage for Buyer's benefit.

12. BUYER'S IDENTIFICATION

12.1 Seller agrees that any identification used by Buyer such as trademarks, trade names logos or any markings of decorative styling are Buyer's property and shall be used only on Goods supplied to Buyer. Seller shall not by any means misuse such property or infringe any right of Buyer associated therewith.

13. PUBLIC ORDER, SAFETY AND ENVIRONMENT

13.1 At all locations relevant under the Agreement, Seller and its employees or third parties brought in by it must strictly comply with all rules, regulations, orders and instructions in force in the place where the work is performed with respect to public order, safety and the environment.

13.2 Seller warrants that all applicable regulatory requirements are complied with. In the event that Regulation No. 1907/2006 of the European Parliament and the Council ("**REACH**") applies to the manufacturing or purchase of the Goods, the foregoing warranty shall apply until the Goods, its chemical elements and/or compounds as defined by Art. 3 paragraphs 1) and 2) of REACH have reached the end of the supply chain. Seller furthermore undertakes to use its best efforts to keep and defend the marketability of the Goods including, but not limited to, pre-registration, registration, application for authorization and/or defense against restriction as may be applicable. Seller shall constantly check the regulatory status of the Goods, its chemical elements and/or compounds and inform Buyer immediately of any issues.

14. LIABILITY AND REJECTION OF PRODUCTS

14.1 Seller hereby agrees to indemnify and hold Buyer, its subsidiaries and the officers, directors and employees of Buyer harmless from and against any and all actual or alleged claims, demands, loss, damage, liabilities, settlement amounts, costs or expenses whatsoever (including court costs and reasonable attorneys' fees and costs) arising from, (a) a breach of Seller under the Agreement, which breach shall include, without limitation, (i) a defect occurring in the manufacture, processing, packaging or labeling of the Goods, and (ii) a breach of any of Seller's warranties; (b) injury to property or persons arising out of any act or omission or the negligence of Seller, its employees, servants, agents, sub-contractors or others in connection with the performance of the Agreement save in so far as the same is attributable solely to the negligence of Buyer or its employees, servants, agents or sub-contractors.

14.2 Buyer reserves the right to reject all or any part of the Goods and/or the Services which Buyer considers do not conform with the Agreement or to the Purchase Order and to return such rejected Goods to Seller at Seller's risk and expense and without prejudice to any other remedy Buyer may have

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at law, Buyer may, at its option, have the rejected Goods and/or Services or part thereof replaced or re-performed by Seller at Seller's expense.

15. INSURANCE

15.1 Seller shall at all times possess the following insurance cover:

15.1.1 Workers Compensation, where applicable, to statutory limits

15.1.2 Employers Liability

15.1.3 Public Liability

15.1.4 Auto Liability

15.1.5 Product Liability

15.1.6 Insurance against all other loss, damage, injury or other claim incurred to or by Seller or Buyer which may arise out of Seller's performance of the Agreement.

15.2 Upon request, Seller shall submit evidence of such insurance to Buyer. The submission of such evidence (or the lack of submission if any) does not relieve Seller of its obligations under this article 15. The existence of any insurance does not relieve Seller of any of its obligations under the Agreement.

16. SUSPENSION/RESCISSION/TERMINATION

16.1 Buyer is entitled to suspend its obligations pursuant to the Agreement or to rescind or terminate the Agreement in whole or in part ("**Rescission**") by means of a written notice and without previous notice of default, if and insofar as Seller does not or fails to in a timely fashion, or does not adequately fulfill any obligation towards Buyer, as well as in case of moratorium or bankruptcy of Seller, attachment of (a part of) its property or goods intended for the performance of the Agreement, or closing down or liquidation of its business. In such case, Buyer is only obligated to compensate Seller at the pro-rata price for the Goods or Services already delivered (but only insofar as the portion of Services delivered were actually useful to Buyer), all this without prejudice to Buyer's right to damages and without prejudice to article 6.6.

16.2 Seller's failure to fulfill as referred to in article 16.1 shall also include the situation where there is a delay in production or implementation plans received or stipulated by Buyer, or if under the circumstances, the presumption is reasonably justified that a delay shall take place in the execution of any (part of an) obligation under the Agreement.

16.3 Buyer is entitled to rescind the Agreement in whole or in part by means of a written notice if the agreement with its buyer or customer for whose benefit the Agreement with Seller was entered into is for whatever reason rescinded, terminated or suspended in whole or in part. In that case, as well as in the case of article 7.5, Buyer is only obligated to compensate Seller at the pro-rata price for the Goods or Services already delivered.

16.4 If Buyer or Seller is prevented from fulfilling the Agreement for more than thirty (30) days by force majeure, both parties shall be entitled to terminate the Agreement by means of a written notice of Rescission, against compensation at the pro-rata price for the Goods or Services already delivered.

16.5 Notwithstanding the above, Buyer is entitled to rescind the Agreement by means of a written notice, against payment at the pro-rata price for the Goods or Services already delivered. If Seller establishes that it has thereby suffered damage or loss, Buyer shall pay to Seller a maximum of ten percent (10%) of the agreed price for all undelivered Goods or Services as compensation. Any claim of Seller to further supplementary or substitute damages shall be excluded.

17. DISPUTES AND APPLICABLE LAW

17.1 All disputes existing between the parties shall be heard exclusively by the competent court of the registered seat of Buyer's entity that has issued the Purchase Order, unless Buyer prefers another competent forum.

17.2 The Agreement between Buyer and Seller is subject to the laws of the country in which Buyer's entity that has issued the Purchase Order has its registered seat. The parties agree to exclude the application of the UN Convention on Contracts for the International Sale of Goods.

18. MISCELLANEOUS

18.1 Failure to exercise or delay in exercising any right, power or privilege under the Agreement shall not operate as a waiver nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18.2 Buyer is a member of the group of companies whose ultimate holding company is Cytec Industries Inc., and accordingly, Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of Buyer.

18.3 Notwithstanding any other provision of the Agreement, or any forecast, estimate, or course of dealing between the parties, Buyer shall not be required to order, or take or pay Seller for any minimum quantity of Goods for which it has no actual need.

18.4 Should any part of the Agreement be held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provision shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of the Agreement shall remain binding upon the parties.

18.5 Without prejudice to any other rights in law, Buyer reserves the right to terminate the Agreement in the event that Seller is found to have offered or presented any private commission or other benefit to any of Buyer's employees as an inducement to enter into the Agreement with Seller.

18.6 Seller shall comply with all applicable laws, rules, regulations and policies during its performance of the Agreement. Without limitation, if the Agreement is performed in the United States of America ("**US**"), Seller shall comply with all applicable US laws, rules, regulations and orders, including all laws regarding equal opportunity.

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