

## STANDARD CONDITIONS OF PURCHASE

### DEFINITIONS

“**DIC CORPORATION**” means any legal entity of the DIC Group.

“**DIC Group**” means any legal entity, directly or indirectly, owned by, controlled by or under common control with DIC Corporation, having its registered address at 35-38 Sakashita 3-Chome, Itabashi-ku, Tokyo 174-8520, Japan, including its affiliates, subsidiaries, successors and assigns.

“**SUPPLIER**” means any person, firm, company or corporation to whom the order of PRODUCTS is addressed

### 1. PRODUCT SUPPLY

SUPPLIER agrees to supply to DIC CORPORATION, and DIC CORPORATION agrees to purchase from SUPPLIER, the products set forth in this Agreement (the “**PRODUCTS**”) during the term of this Agreement. PRODUCTS shall be provided with relevant documentation (e.g., Material Safety Data Sheets).

### TERM

The term of this Agreement (if applicable) is set forth on its face.

### 2. PRICING

Pricing will be as set forth herein. Pricing hereunder shall be at least as favorable as that offered by SUPPLIER to any third-party purchaser of similar products in similar quantities. In the event DIC CORPORATION shall receive a bona fide offer for products of like quality and quantity to the PRODUCTS purchased hereunder at a price less than that charged under this Agreement, SUPPLIER shall immediately meet such pricing or DIC CORPORATION shall be entitled to purchase such products from such third-party and any products so purchased shall count toward any contractual volume hereunder.

### 3. PAYMENT TERMS

Payment terms for the duration of this Agreement will be sixty (60) days from receipt of Products, unless otherwise agreed. A two percent (2%) discount shall be applied for all payments made within ten (10) days of receipt of PRODUCTS.

### 4. DELIVERY, TITLE AND RISK OF LOSS

- 4.1. Time shall be considered of the essence in delivery of the PRODUCTS ordered hereunder. If any PRODUCTS are not delivered within the time specified in this Agreement, or within a reasonable time if no time is specified, DIC CORPORATION may either (a) refuse to accept such PRODUCTS and terminate the specific order therefor, or (b) cause SUPPLIER to ship the PRODUCTS by the most expeditious means of transportation whereupon any additional transportation charges in excess of those that would apply for the usual means of transportation shall be for the account of SUPPLIER. Furthermore, DIC CORPORATION shall have the right to charge the SUPPLIER with any loss incurred as a result of the SUPPLIER’s failure to make delivery within the time specified. The PRODUCTS shall be properly packaged for shipment. Each package shall be labeled with agreed upon documentation (e.g., order number, stock number,

contents, and weight) and shall contain an itemized packing slip. No charges will be allowed for packing, crating, freight express, or cartage unless mutually agreed upon in writing in advance.

- 4.2. Title to PRODUCTS and risk of loss shall pass to DIC CORPORATION upon delivery to the DIC CORPORATION facility specified in this Agreement.

### 5. WARRANTY AND INDEMNIFICATION

- 5.1. The PRODUCTS sold hereunder are warranted to be free from defects in material and workmanship and to strictly comply with mutually agreed upon written specifications. PRODUCTS shall be merchantable and fit for their intended use. In the event of breach of the foregoing warranty, SUPPLIER shall promptly arrange for return of any defective PRODUCT and replace or correct it, all at SUPPLIER’s expense.
- 5.2. In addition to any other rights or remedies DIC CORPORATION may have available to it at law or in equity, SUPPLIER shall indemnify DIC CORPORATION for any loss or damage, direct, indirect, consequential or incidental, arising out of the use or inability to use PRODUCTS sold hereunder, whether or not such damage results from breach of warranty, negligence, or any other cause.
- 5.3. SUPPLIER further warrants that the PRODUCTS do not infringe any proprietary right of any third-party and shall fully defend and indemnify DIC CORPORATION against any claim alleging such infringement and shall arrange to provide an equivalent non-infringing product.

### 6. NEW TECHNOLOGY

SUPPLIER understands and agrees that DIC CORPORATION desires at all times to take advantage of any new technologies resulting in cost reduction and/or quality, performance, or delivery improvements and/or those that represent significant technological breakthroughs (“New Technology Products”). To that end, SUPPLIER shall promptly notify DIC CORPORATION in writing of any New Technology Products developed or available of which SUPPLIER is aware.

### 7. CONFIDENTIALITY

This Agreement, its subject matter, and any and all information disclosed by one party to the other hereunder shall be considered confidential and shall not be disclosed or used for any unauthorized purpose by the receiving party; provided, however, that the foregoing prohibition shall not pertain to information that (a) is or hereafter enters the public domain through no fault of the receiving party; (b) was previously known or independently developed by the receiving party without resort to the confidential information (as shown by written documentation); (c) is disclosed to the receiving party by a third-party having the right to do so; or (d) is required to be disclosed pursuant to governmental or judicial order (in which case the receiving party shall give disclosing party sufficient notice to challenge such disclosure).

### 8. TERMINATION

- 8.1. Either party may terminate this Agreement immediately upon giving written notice in the event the other party (a) is subject

to any proceeding for bankruptcy, insolvency, trusteeship, dissolution, liquidation, or winding up of affairs; (b) ceases or threatens to cease to carry on its business; or (c) makes any assignment for the benefit of creditors.

8.2. Either party may terminate this Agreement by giving written notice of a breach of any material obligation hereunder, which breach is not cured within thirty (30) days.

8.3. Either Party may terminate this Agreement without cause upon sixty (60) days written notice.

#### **9. INSURANCE**

Prior to SUPPLIER's commencing any work under this Agreement on property owned or controlled by DIC CORPORATION, SUPPLIER shall, at its expense, procure and maintain Contractor's Bodily Injury Liability and Property Damage Liability insurance (including Contractual Liability covering the indemnification set forth herein) and, where appropriate, Workers' Compensation insurance to the extent required by law, in such amounts as are approved by DIC CORPORATION. Prior to commencing any work hereunder, SUPPLIER shall furnish to DIC CORPORATION written certificates establishing that the above insurance has been procured and is being maintained, which certificates shall provide that written notice of cancellation or material change shall be given to DIC CORPORATION at least fifteen (15) days prior to the effective date of such cancellation or material change.

#### **10. NON-WAIVER**

No waiver by either party of any breach of any of the terms of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any other term of this Agreement.

#### **11. REMEDIES**

The rights and remedies of DIC CORPORATION set forth in this Agreement are not exclusive and are in addition to all other rights and remedies of DIC CORPORATION.

#### **12. COMPLIANCE WITH LAWS**

SUPPLIER represents that the PRODUCTS to be delivered to DIC CORPORATION pursuant to this Agreement comply with all applicable laws, rules, regulations, and ordinances, including, without limitation, the California Transparency in Supply Chain Act, the Victims of Trafficking and Violence Protection Act of 2000, the Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, the UK Modern Slavery Act of 2015, and all applicable anti-bribery and/or sanctions laws of countries in which they do business. Also, if any supplied goods include any amounts of tin, tantalum, gold or tungsten, SUPPLIER certifies that none of these minerals originated in the Democratic Republic of the Congo or any adjoining country and that SUPPLIER complies with the conflict mineral provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. Hazardous, dangerous, explosive, inflammable, or toxic goods must be properly marked and SUPPLIER assumes all liability, direct or indirect, because of failure to do so. SUPPLIER shall, in addition, properly label all goods in accordance with applicable governmental and right-to-know laws and regulations. SUPPLIER further represents that it requires the same degree of compliance certified in writing from its suppliers of materials used in the PRODUCTS delivered to DIC CORPORATION.

#### **13. EEO COMPLIANCE**

SUPPLIER agrees to comply with all federal, state, and local laws respecting discrimination in employment and non-segregation of facilities including, if applicable, requirements set out in 41 CFR § 60-1.4 and § 60-741.5(a)4, which equal opportunity clauses are hereby incorporated by reference, and § 60-250.5(a) and 29 CFR Part 471, if applicable.

#### **14. OFCCP COMPLIANCE**

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, Appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.

#### **15. COMPLIANCE WITH DIC CORPORATION's CODE OF CONDUCT**

SUPPLIER represents that it will comply with DIC CORPORATION's Code of Business Conduct ("Code") including but not limited to the policies on exchanging/giving/receiving gifts as stated in Section 6 (pp. 17-18) of the Code (available at [www.sunchemical.com/legal/code-of-ethics/](http://www.sunchemical.com/legal/code-of-ethics/)).

#### **16. OTHER TERMS AND CONDITIONS VOID**

The attached Agreement governs the purchase of the ordered Products. Any other set of terms sent to us prior or after the date of this order are expressly rejected. No terms and conditions of any proposal, invoice, or other form or document provided by SUPPLIER shall be binding upon DIC CORPORATION unless specifically accepted by DIC CORPORATION in writing.

#### **17. AMENDMENTS**

No modifications of any of the provisions of this Agreement shall be binding upon the parties unless made in writing and signed by a duly authorized representative of each party.

#### **18. ASSIGNMENT**

The rights and obligations under this Agreement shall not be assigned, in whole or in part, by SUPPLIER without the prior written consent of DIC CORPORATION.

#### **19. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey (without giving effect to its choice of laws provisions).

#### **20. NOTICES**

All notices required or permitted herewith shall be in writing and shall be deemed duly given when personally delivered or sent by registered or certified mail, return by letter as aforesaid, or by confirmed facsimile to the addresses set forth on this Agreement, or to such other address as either party may hereafter designate in writing by like notice.

**21. FORCE MAJEURE**

Neither party shall be liable for delay or failure in the performance of the obligations contained in this Agreement arising solely from any extraordinary causes beyond the control of the party concerned. In the event SUPPLIER is forced to allocate PRODUCT, it shall nonetheless supply to DIC CORPORATION all the PRODUCT called for under this Agreement as a priority.

**22. ENTIRE AGREEMENT**

This Agreement (together with any attachment incorporated herein) constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all other understandings relating thereto.