

**ASIA PACIFIC REGION (Excluding China)****STANDARD TERMS AND CONDITIONS**

1. Acceptance. This order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any additional or different terms in the Seller's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Any changes or additions by Seller to the terms contained in this Purchase Order will not be effective unless expressly agreed to by Buyer, it being understood that there is no implicit acceptance of Seller's new or additional terms. In addition, Seller's shipment of goods in response to this order without return of the acknowledgment copy thereof, signed by Seller, shall be considered acceptance by Seller under this condition 1 on the terms contained herein.

Unless Seller and Buyer have heretofore entered into a written contract covering the purchase of the goods and services described herein, the entire contract between the parties consists of this order and the Seller's acceptance as above stipulated, and said contract shall not be changed or added to except in writing signed by the parties, by their duly authorized representatives.

2. Delivery Schedule. Time is of the essence on this order. If delivery is not made in the quantity or quantities and at the time or times specified, Buyer shall have the right, at its option, to cancel the entire order or that part of same not so delivered. If Buyer accepts delayed delivery, the time of payment shall be extended accordingly.

3. Carriage. No charge will be allowed for packing, crating, freight, express or other carrier's charges or cartage, unless designated on this order.

4. Quantity. Buyer reserves the right to return for full credit any excess over quantity called for in any order or orders. Seller shall bear the cost of transportation both ways. Tolerance of plus minus 10% of ordered quantity allowed via communication with Buyer.

5. Indemnity. Seller agrees to indemnify, defend and save harmless Buyer, its subsidiaries and customers, against all damages, lost profits or claims therefor, and all costs, fees and expenses resulting from any claims for patent or copyright infringement based upon the purchase by the Buyer of the goods and services described herein, whether or not such goods and services are in accordance with Buyer's specifications, drawings and/or samples. Buyer shall have the option at its own expense to participate in the defense of any suit against Buyer on account of any claims from any of the causes above set out in this Condition 5.

6. Force Majeure. Seller shall not be held responsible for failure or delay in shipping nor Buyer for failure or delay in accepting goods and services described herein if such failure or delay is due to act of God, war, legislation or any regulations or orders thereunder, fire, strike, differences with workmen, accident or other causes, either similar or dissimilar to foregoing, beyond their control; provided, however, that any shipments made by Seller before receipt of written notice from Buyer that the latter cannot accept shipments because of any such cause, shall be accepted and paid for. In the event of any such excused interference with shipments Buyer shall have the option either to reduce the quantity provided for in the order accordingly or to exercise its right of cancellation under Condition 2.

7. No Waive. No exercise by Buyer of its rights hereunder shall constitute a waiver of any rights it may have for breach of contract. Buyer's waiver of or failure to enforce its rights on account of Seller's failure or delay in performing any obligation of Seller hereunder, or on account of Seller's breach of contract in any respect, shall not constitute a waiver of any subsequent failure, delay or breach.

8. Confidential Information. Seller shall hold confidence and not disclose to others or use, except as required for the proper performance of the order hereunder, any business or technical information disclosed by Buyer to Seller or Seller's affiliates or generated or required by Seller's in the course of performance of the order as mentioned above. Seller shall make reasonable efforts to obligate its contractors or vendors if any with respect to such information disclosed to, acquired or generated by them. The obligation here above shall not apply to information in the public domain or information which Seller owns or lawfully acquired from others and which may be freely disclosed without breach of any obligation or confidence.

9. Warranty. Goods delivered shall not be in excess or short of quantity ordered, shall be the required quality and in full compliance with Buyer's specifications as set out in the Purchase Order. Otherwise, they shall be returned at the Seller's expense and the Seller

shall refund to Buyer the purchase price and all freight and other costs incurred by Buyer in relation to the purchase, transportation and delivery. The Seller shall warrant that the goods and services sold will be free from defects in designs, materials, workmanship and title, and will conform to the requirements of this order for a period of at least twelve (12) months at the time of deliver or twelve (12) months after completion of services. Seller shall warrant that none of the goods covered by the Purchase Order shall infringe upon any patent, trademark or copyright and that Seller shall, at its own expense, hold Buyer harmless from and defend it against any claims, demands, damage or liability asserted against Buyer on account of any claimed infringement, together with costs in connection therewith.

10. On-site Services. Seller shall ensure their personnel comply with Buyer's or Buyer's customer(s) environmental and safety requirements for any work performed on Buyer's or Buyer's customer(s) premises. Seller shall indemnify Buyer and Buyer's customer(s) from any claim which may result in any way from any act or omission by Seller or Seller's representative while performing Work on Buyer's or Buyer's customer(s) premises except to the extent that such a claim is due solely and directly by an act or omission by Buyer or Buyer's customer(s).

11. Compliance. Seller shall comply with all Governmental compliances. Seller warrants that all goods and services described herein shall be produced or performed in compliance with all applicable local and US laws, rules and regulations. Without limiting the foregoing, Seller agrees, through acceptance of this order, to comply with the following as applicable, which are incorporated by reference:

1) The U.S. Foreign Corrupt Practices Act (15 U.S.C. §§78, et seq.);

2) Executive Order 11246, as amended, including regulations related to elimination of Segregated Facilities (33 FED. REG. 7804);

**41 CFR §§ 60-1.4(a) and 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime**

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**contractors and subcontractors take affirmative action to employ and advance employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability**

- 3) Executive Order 13672 pertaining to non-discrimination based on gender identity and sexual orientation;
- 4) Public Law 95-507 pertaining to small business and small disadvantaged business;
- 4) Executive Order 12138 pertaining to women-owned business;
- 6) Executive Order 13201 pertaining to employee rights concerning payment of Union dues or Fees;
- 7) 29 CFR Part 471, Appendix A to Subpart A, pertaining to informing employees of their union organizing rights
- 8) The Fair Labor Standards Act of 1938, as amended.

12. Eastman Code of Conduct. Seller is fully aware of the Eastman Code of Business Conduct (“Code”), which is available at [www.eastman.com](http://www.eastman.com). Buyer expects the same ethical conduct from its suppliers. A guiding principal in the Code is respect for fundamental human rights. Buyer forbids the use of unlawful child labor in its workforce and does not utilize forced or compulsory labor. Seller certifies that it does not and will not knowingly use unlawful child labor and that it does not and will not knowingly use slave, human trafficked, forced or compulsory labor. In the event Buyer believes, in good faith, that Seller has unlawfully used child labor in its workforce or utilized forced or compulsory labor, or violated any such applicable law, the contract/this order shall be terminated immediately.

13. Foreign Corrupt Practices Act Compliance. Seller will maintain its ethical conduct and avoid any activity that might result in a violation of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or any other such applicable law. In the event Buyer believes, in good faith, that Seller has violated the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other such applicable law, the contract/this order shall be terminated immediately.

14. Conflict Minerals. Pursuant to the Conflict Minerals provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, HR 4173, Section 1502, Buyer requires all suppliers to notify Buyer in writing of Conflict Minerals used in materials supplied to Buyer. Seller certifies that such Conflict Minerals are not necessary to any products supplied under the contract/this order or that the products supplied under the contract/this order do not contain Conflict Minerals that originate from the Democratic Republic of the Congo or adjoining countries.