PO TERMS & CONDITIONS

I. General terms and conditions that apply to the purchase of all goods and services in the UK.

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 Seller's forms are hereby deemed to be material alterations and notice of objection to and rejection of them is hereby given. Seller's shipment of goods, or performance of services, in response to this order without return of the acknowledgment copy thereof, signed by Seller, shall be considered acceptance by Seller under this Acceptance Condition.

2. **Entire Agreement.** Unless Seller and Buyer have heretofore entered into a written contract covering the purchase of the goods or services or both as described herein, the entire contract between the parties consists of this order and 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 authorised representatives.

3. **Governing Law.** This order shall be construed subject to the laws of the country where the Buyer designated on this order is located and with the exclusion of the provisions in such laws pertaining to conflicts of laws, The UN Convention for the International Sale of Goods, done in Vienna on April 11, 1980 shall not apply.

4. **Time is of the Essence.** If delivery, or performance of services, are not made at the time or times specified, or delivery is not made in the quantity or quantities 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.

5. **Change in Scope.** Any changes in the scope of Seller's services that result in increases or decreases in the value of this order must have the prior written approval by the Buyer's Procurement Representative. Buyer is not required to reimburse Seller for any services performed or goods provided that have not had prior written approval.

6. **Indemnity – Copyright, Patent, and Trade Secret Infringement.** Seller agrees to indemnify, defend and save harmless Buyer, its subsidiaries and customers, against all damages, losses, liabilities and costs (including, without limitation, fees and expenses) resulting from any claims for infringement or misappropriation of patent, copyright, or other intellectual property based upon the use, purchase or resale by Buyer of the goods and services described herein. Buyer shall have the option 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 Indemnity Condition.

7. **Insurance.** Seller shall be solely responsible for providing all of its own insurance and shall at all times maintain such insurance in the types and amounts for the contractual liabilities assumed herein including, without limitation, automobile, general liability and worker's compensation as will protect it: (i) from claims under workers' compensation acts; (ii) from any claims for damages, for injuries, including death, either to its employees, subcontractors or others; and (iii) from claims on account of property damage which may arise in connection with this Agreement, whether performed by Seller or by its subcontractors or anyone directly or indirectly employed by either of them. Seller shall furnish to Buyer proof of insurance upon request. Seller waives all right of recovery or subrogation with respect to damages, losses or claims, whether or not paid under any of the insurance it maintains.

8. **Warranty.** Unless a longer period is agreed upon or applicable by law, Seller warrants for a period of (12) months following start of use or (18) months from receipt, whichever occurs first, that the goods described herein will be free of defects in workmanship, design, materials, and title, and notwithstanding anything herein to the contrary, will conform to all applicable proposals, specifications, instructions, drawings, data, descriptions, and samples, and will be of good and merchantable quality and fit and sufficient for the purpose intended.

   Buyer shall have the right, at its option, to reject or revoke acceptance, and withhold payment, of any goods and services which do not conform to these warranties, and are not remedied. In case of such rejection or revocation of acceptance, transportation of the rejected goods, both to and from Buyer, shall be at the expense of Seller, said rejected goods are not to be replaced except upon specific instruction from Buyer, and Buyer shall have the right at its option to cancel the remainder, if any, of this order, by notice to Seller at the time notice is given of rejection or revocation of acceptance. Seller shall be liable to Buyer for all damages proximately caused by breach of any of the foregoing warranties, including incidental damages but excluding special or consequential damages.

   Seller warrants that all goods shall be new; designed for their intended use; must be fit for purpose; and must comply in all respects with current relevant requirements under the law.

9. **Price Guarantee.** Seller represents that prices charged under this order will not exceed those permitted by statute or applicable governmental regulation.

10. **Returns (for overages).** Buyer reserves the right to return for full credit any excess over quantity called for in any order. Seller shall bear the cost of transportation both ways.

11. **Title & Risk of Loss.** Except as otherwise provided herein, all goods furnished by Seller hereunder shall become the property of Buyer either upon final payment for the goods therefore or upon delivery of the goods, whichever occurs earlier. Notwithstanding the foregoing, Seller shall be responsible for and shall bear any and all risk of loss or damage to the goods until delivery is made in accordance with the delivery provisions of this order. Upon such delivery, risk of loss or damage shall pass to Buyer; provided however, that any loss or damage, whenever occurring, which results from Seller's nonconforming packaging or crating shall be borne by Seller.

12. **Packaging & Freight Charges.** No charge will be allowed for packing, crating, freight, express, or other carrier's charges, or cartage, unless designated on this order.

13. **Special Warning on Hazardous Chemicals, Explosives, and Radioactive Devices.** No hazardous chemicals or substances (reactive, flammable, carcinogens, etc.) or other inherently dangerous materials or objects, including but not limited to lasers and radioactive devices or equipment, may be brought onto Buyer's property or incorporated in any design without prior approval by the Buyer Representative. Low-powered lasers for surveying and alignment instruments or pointers are subject to extensive rules for use in production areas where special electrical classifications apply. Mobile phones, calculators, torches and other battery powered devices are subject

to these same regulations.

14. **Privacy.** Buyer and Seller respect the privacy of employees' personal information and represent that any personal information collected or received in the course of performance of this agreement will be handled in compliance with all applicable data privacy laws and regulations.

15. **Obey the Law.** Seller warrants that all goods and services described herein shall be produced or performed in compliance with all applicable laws, rules and regulations.

16. **REACH.** To the extent the goods or any of the substances contained in the goods falls within the scope of REACH, Seller confirms that any such goods and substances contained in the goods comply with the obligations of REACH. Upon request, in form and substance satisfactory to enable Buyer to meet its compliance obligations with regard to REACH, identified by Buyer, Seller will provide Buyer with all necessary information regarding the chemical composition of any goods (substances, preparations, mixtures, alloys, articles or goods) supplied, including all safety information required under REACH and information regarding the registration or pre-registration status of Goods pursuant to REACH.

    Seller agrees that it will conclude any Buyer's "Identified Use", as communicated by Buyer in writing, in its REACH registrations or applications for authorisation pursuant to REACH, unless Seller notifies Buyer in writing that it rejects such "Identified Use" in order to protect human health or the environment and specifies the reason for such rejection. In such case, Buyer shall have the right to terminate this Order without incurring any costs or damages.

    Seller shall inform Buyer without delay of any substances of very high concern under REACH, which the Goods may contain. If the Goods contain substances which require authorisation pursuant to REACH, Buyer can terminate this Agreement.

    Seller and Buyer shall at all times comply with applicable competition laws or antitrust laws, including when they have contacts pursuant to REACH. Seller shall assemble and keep available all information Seller requires to carry out its duties under REACH, for at least 10 years after Seller last manufactured, imported or supplied the Goods. Unless agreed by Buyer in writing, Buyer shall have none of Seller's responsibilities under REACH and Buyer shall be neither Seller's importer into the European Economic Area nor Seller's only representative under REACH. If Buyer sells or transfers all or part of its business that relates to the Goods, Buyer shall be entitled to transmit to the acquirer of such business, all information that Buyer will have received from Seller pursuant to REACH.

17. **Buyer Code of Conduct.** Seller is fully aware of the Buyer Code of Business Conduct ("Code"), which is available at www.eastman.com. Buyer expects the same ethical conduct from its suppliers. A guiding principle in the Code is respect for fundamental human rights.

18. **Child and Forced Labour and Human Trafficking.** Buyer forbids the use of unlawful child labour in its workforce and does not utilise forced or compulsory labour. Seller certifies that it does not and will not knowingly use unlawful child labour and that it does not and will not knowingly use slave, human trafficked, forced or compulsory labour. In the event Buyer believes, in good faith, that Seller has unlawfully used child labour in its workforce or utilised forced or compulsory labour, or violated any such applicable law, this order shall be terminated immediately.

19. **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, this order shall be terminated immediately.

20. **United States Export Requirements for Technical Data.** Any United States source technical data which may be provided by Buyer under this order, and direct products of such data, may be controlled by the United States export regulations. No license, implied license, or other approval for export or re-export, directly or indirectly, of such data or products is hereunder provided. It is the sole responsibility of Seller to comply with whatever requirement the United States government may make for such export or re-export at the time thereof.

    Seller warrants that its employees, subcontractors, and all persons and companies providing services as part of this order, or who are provided United States Source Technical Data by Seller, are not listed on the Denied Parties Lists as published by the United States Federal Government.

21. **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 this order or that the products supplied under this order do not contain Conflict Minerals that originate from the Democratic Republic of the Congo or adjoining countries.

22. **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, national or local legislation or any regulations or orders thereunder, fire, strike, differences with workmen, accident, inability to obtain containers or raw materials, or other causes, either similar or dissimilar to the 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 this order accordingly or to exercise its right of cancellation under this Force Majeure Condition.

23. **Waiver.** 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.

24. **Transmission of Order.** If Buyer and Seller choose to transmit orders, information, payment or any other data pertaining to this order through an electronic medium, then Buyer and Seller agree that the terms and conditions of this order shall apply to all such transactions, unless Buyer and Seller have agreed previously in writing to other terms and conditions, in which case the other terms and conditions shall apply.

25. **Invoice Payments.** Invoices are paid according to Eastman standard payment disbursement process and such practice may result in minor deviations from cited payment terms.

II. For any services provided the following additional terms and conditions shall apply.

26. **Nondisclosure.** All information that Buyer discloses to Seller or that Seller observes or acquires relating to Buyer and its business, and any information or work product generated by Seller in connection with services under this order is the Confidential and proprietary information of Buyer (Confidential Information). Confidential Information is not information that: (a) was in Seller's possession, under no obligation of secrecy, at the time it is disclosed to Seller by Buyer and was not obtained directly or indirectly from Buyer; or, (b) is or becomes known to the public through no fault of Seller; or, (c) is furnished in written form, under no obligation of secrecy, to Seller by another party having a bona fide right to disclose it. Seller may disclose Confidential Information to appropriate authorities that, in the opinion of its legal counsel, Seller is required to disclose or produce by applicable law, provided that Seller promptly notifies Buyer of such obligation and reasonably cooperates with Buyer to ensure confidential treatment of the Confidential Information so produced or disclosed.

27. **Warranty.** Seller warrants the services described herein for a period of (90) days following acceptance by Buyer. Seller will perform services with care, skill, and diligence, in accordance with the applicable professional standards currently recognised by such profession, and Seller shall be responsible for the professional quality, technical accuracy, and completeness of the services. Notwithstanding anything herein to the contrary, Seller warrants that services will conform to all applicable proposals, specifications, instructions, drawings, data, and descriptions.

28. **Indemnity – Personal Injury & Property Damage.** In performing the services covered by this order Seller shall establish and use all reasonable means to prevent injury to persons and property in connection with the services; and shall indemnify and save harmless Buyer from all loss, costs, damages, expense and liability for property damage and for bodily injuries to, or death of, any and all persons, including without limitation, as to both property damage and bodily injury, Seller and Buyer and their respective agents and employees, occasioned in any way by the acts or omissions of Seller, or Seller's agents, employees or subcontractors, their agents or employees, during or in connection with said work, whether or not such property damage, bodily injury or death is partially occasioned by the negligence of Buyer, its agents or employees.

29. **Contractor Pass.** Any Seller's representative working unescorted on Buyer's premises under this order must have a valid contractor pass before being allowed entry onto Buyer's premises. The requirements for obtaining a contractor pass may vary from time to time but may include at a minimum: (a) completion of established safety training for the location; (b) verification of the completion of a background investigation of the individual; and (c) health and safety qualification of Seller's company. The management of Seller's representative will be expected to provide certification that its employee is eligible to be considered for a contractor pass under Buyer's guidelines.

30. **Safety and Accident Prevention.** Seller, while on Buyer premises, shall comply with all of Buyer's rules, regulations, policies, and procedures. Seller shall be responsible for safety related to and during the performance of Services and shall take all measures to ensure that it (i) provides and maintains a safe working environment; (ii) properly protects all persons from risk of injury; (iii) prevents danger to health; and (iv) prevents property from damage or loss.

31. **Emergency Medical Services.** If, as a good Samaritan, Buyer furnishes emergency medical first aid treatment to Seller's employees, Seller shall indemnify and save harmless Buyer, its employees, and agents, from all claims, damages, liability, and expense (including attorneys' fees) whatsoever, in any way attributable to or in connection with the performance of emergency medical first aid treatment, except when such injury, damage, or death is caused by the gross negligence or willful misconduct of Buyer.

III. For any service that include repairs, the following additional terms and conditions shall apply.

32. **Warranty – Repair Services**

Repair of products, whether under warranty or not, may be requested by Buyer; and, as mutually agreed, such repair work may be performed either on Buyer's site, or sent to Seller's facility.

Prior to beginning non-warranty repairs, Seller shall advise Buyer of the estimated repair cost and cost for replacement, and Buyer may, at its option, choose to have the product repaired, replaced, or returned "as-is".

Repairs shall be accomplished within the mutually agreed upon time.

Seller shall indemnify Buyer for any damage or loss of the products while in the care, custody and control of Seller, regardless of the reason for such damage or loss.

Upon Buyer's request, Seller will return replaced parts to Buyer "as is".

Buyer will have the opportunity to supply all parts required for non-warranty repair work. Seller shall fully cooperate with Buyer in determining the specific parts required for repair work.

Except when an existing part is to be replaced with a Buyer provided part, as described in accordance with the above paragraph, each existing part requiring repair or modification shall be, unless otherwise approved in writing by Buyer, repaired or modified by Seller with components that are new and of the most suitable grade for the purpose intended.

Any parts ordered and paid for by Buyer shall become Buyer personal property.

In addition to any equipment sent to Seller for repair, Buyer may have paid for components and other materials in connection with this order that are stored at Seller's location. Seller acknowledges that Buyer retains ownership of all such equipment and materials, and shall clearly identify materials as Buyer's property. To the satisfaction of the Buyer Procurement Representative, Seller will store Buyer's property in an area of its facility clearly designated as property of Buyer. Seller agrees not to (i) take any action inconsistent with Buyer's ownership of the property, (ii) sell, assign, sublease, pledge, grant a security interest in, permit other parties to use or possess, divert or re-cosign the property, or permit the property to be subject to any lien or other legal process, or (iii) claim any lien on or against the property. At Buyer's request, Seller agrees to execute (and permit Buyer to file) Uniform Commercial Code financing statements describing the property and confirming Buyer's ownership of the property and rights to the property.

Repair services carry a warranty of (6) months.

Seller shall perform Services with care, skill, and diligence, by qualified workers, and in accordance with the applicable professional standards currently recognised by such profession. Seller shall be responsible for the professional quality, technical accuracy, completeness, and coordination of Services.