

1. CONDITIONS. These **Kemira General Purchase Conditions** (hereinafter "Conditions") shall exclusively govern all purchases of products (hereinafter "Products") made by Kemira from any entity of the Seller. "Kemira" shall mean any entity partly or wholly owned by, as well as, Kemira Oyj (hereinafter "Kemira"). These Conditions shall supersede and exclude any general, standard and any other terms and conditions, which may be cited or referred to in any quotation, confirmation, delivery order, invoice or other document in any technical form used by the Seller, and in selling Product(s) to Kemira the Seller shall be deemed to have fully accepted these Conditions. No modification, alteration, addition or amendment to these Conditions shall be valid, unless accepted in writing by Kemira. A valid written purchase agreement for the Products between the Parties shall nevertheless prevail over these Conditions.

2. PRODUCT(S) AND SUBCONTRACTORS. Each Product shall meet all of the Seller's Product specifications and other specifications accepted by Kemira (hereinafter "Specification(s)"). The Seller agrees to ensure the feasibility of the Specification(s). All Product information in the Seller's quotations shall be binding on the Seller. The Seller is not entitled to change the Specification(s) or any part thereof, nor any raw material(s) used in the Product(s), without Kemira's prior written consent. Any change: **(i)** in the chemical constitution or make up of any Product and/or any other change that may affect the quality, fit or function of any Product, **(ii)** that may affect the correct fulfillment of these Conditions, and/or **(iii)** of a place of manufacturing, requires mutual prior written agreement. The Seller guarantees the availability of the Product(s) as long as Kemira wishes to purchase them. The Seller agrees not to use a third party in the manufacture of the whole or part of the Product(s) without Kemira's prior written consent. The Seller bears sole responsibility and liability for the performance and non-performance of subcontractor(s).

3. QUANTITIES AND ORDERING. The Seller agrees to sell and deliver to Kemira at least the agreed minimum amounts of Product(s) during the agreed periods. Kemira is under no commitment to order and/or purchase any quantity of Product(s) from the Seller under these Conditions. The Parties agree to comply with the separate, mutually agreed ordering and logistics procedure(s). The Seller agrees to sell and deliver Product(s) to Kemira in accordance with any requests (hereinafter "Purchase Order(s)") made under these conditions in paper, electronic or other format and issued by Kemira whereby Kemira requests that the Seller deliver Products. The Seller agrees to comply with the agreed lead-times (if any) for the delivery of Product(s), as counted from the issuance of a Purchase Order. The term of delivery shall be specified in the Purchase Order(s). Kemira may, without any liability and/or charge incurred by the Seller, reschedule and/or cancel any and all parts of deliveries of Products at any time upon giving written notice to the Seller. Kemira may provide the Seller with global forecast(s) of Kemira's anticipated needs for Products. The Seller agrees to use the global forecast(s), if any, to determine its manufacturing capacity requirements for Products. The Seller agrees to confirm without delay and in writing to what extent the Seller agrees to meet such global forecast(s), if any. The Seller agrees that global forecasts and other forecasts, if any, do not constitute offers to purchase Products and are not binding on Kemira. The Seller agrees to use its best efforts to meet Kemira's quantity requirements in excess of forecasts, even in situations in which there are capacity limitations or allocations between several purchasers. Such flexibility constitutes a business risk to the Seller.

4. PACKING, LABELLING AND TRANSPORTING. The Seller agrees to be responsible for proper, sufficient and adequate packing, protection and/or marking of the Product(s), taking account of the nature of the Product(s) and the agreed means of transportation, and as mutually agreed. The Seller agrees to ensure that its personnel and carriers observe all applicable safety and other instructions when loading, delivering and unloading the Product(s) including, but not limited to, instructions given by Kemira. The Seller agrees to be responsible for complying with all applicable laws and regulations and industry standards concerning handling, packing, marking and transportation of the Product(s). The Seller agrees to advise persons involved in handling or transportation of the Product(s) properly of any risks and handling instructions concerning the Product(s). The Seller agrees to mark substances dangerous to health and the environment clearly and in accordance with the applicable regulations. The Seller agrees to ensure, regardless of the terms of delivery, that all tanks, containers and other transportation vessels or equipment in which the Product(s) are transported are appropriate, suitable for the related purpose and appropriately cleaned to avoid contamination.

5. TIME OF DELIVERY, DELAY AND TITLE. Kemira agrees to indicate on the Purchase Order(s) the required time of delivery. The Seller agrees to deliver the Product(s) at the times indicated in the Purchase Order(s), unless the Seller rejects the Purchase Order(s) without delay. Should no time of delivery be specified on the Purchase Order(s), the delivery shall be made without delay upon receipt of the Purchase Order(s). Kemira shall be under no obligation to take Product(s) into its possession before the agreed delivery time(s). Unless otherwise agreed in writing in advance, partial deliveries are not allowed and Kemira shall not be obliged to take such deliveries into its possession. Should the Seller be unable or otherwise fail to deliver Product(s) in accordance with the delivery times specified in the Purchase Order, the Seller agrees

that, as soon as it becomes aware of the delay or a possible or potential delay, the Seller will inform Kemira of said event, state the reason for the delay and propose a new time of delivery. The proposed new time shall be subject to Kemira's acceptance. If the Seller can deliver Product(s) from more than from one location, in order to avoid any delay the Seller agrees to deliver Product(s) to Kemira from location(s) other than those usually used, without any additional costs to Kemira. Kemira's indications of times of delivery on the Purchase Order(s) indicate Kemira's demand for Product(s) at Kemira's manufacturing site at the exact times indicated. The Seller agrees to deliver the Product(s) according to the agreed term of delivery so that the Product(s) are available at Kemira's manufacturing sites at said exact times. Time is of the essence. If any delivery of Product(s) is delayed with respect to the agreed time of delivery due to reasons other than force majeure or an act or omission by Kemira, Kemira shall have the right to terminate the respective Purchase Order(s) without Kemira incurring any liability towards the Seller, or to demand immediate and expedient delivery of the delayed quantity at the Seller's expense. Title shall pass to Kemira upon Kemira's receipt of the Product(s).

6. TERM OF DELIVERY, PRICES AND TERMS OF PAYMENT. The term of delivery of Product(s) shall be specified in the Purchase Order(s) and interpreted in accordance with Incoterms 2000. Unless otherwise agreed, the term of delivery shall be DDP (Delivered Duty Paid at Kemira's premises). The mutually agreed prices (hereinafter "Price(s)") of the Product(s) shall include all of the Seller's obligations in accordance with these Conditions. Changes in Price(s) shall be mutually agreed in writing and negotiated in good faith. The Seller warrants that the Price(s) are no less favorable than those extended to any other customer for similar products in equal or lesser quantities. Unless otherwise agreed, the payment term is sixty (60) days net from the date of the Seller's invoice, always provided that Kemira has received the Product(s) in the agreed amounts and condition and the invoice is correct in every respect and as agreed and that the Seller has otherwise delivered and performed in accordance with these Conditions. The invoice shall be in a form acceptable to Kemira and shall include the relevant freight bills, bills of lading and other relevant documents. The date of the invoice shall be no earlier than the date of shipment. Kemira is entitled to withhold payment if Kemira has made a claim against the Seller under the Conditions herein, until such a claim has been settled. Such a withheld amount shall not exceed the amount of the claim. Kemira also has the right to set-off its receivables from the Seller against amounts invoiced by the Seller. Payment of an invoice by Kemira shall not be construed as an acceptance of delivery.

7. QUALITY. The Seller acknowledges and agrees to ensure that the Product(s) shall be of good commercial quality and free from contaminants and other alien substances and shall meet the agreed Specifications and any other quality requirements issued by Kemira. The Seller agrees to measure and maintain records of the outgoing quality level of the Product(s) to confirm that the Products meet the Specification(s), the warranties and the agreed quality. The Seller agrees to submit certificates of analysis for the delivered Product(s) alongside each delivery to Kemira. Upon request, the Seller agrees to submit its Product inspection and testing records to Kemira. The Seller agrees to inform Kemira without delay of any relevant quality related issues and to use its best efforts to correct any deviations from the agreed quality levels, also without delay. The Seller agrees to inspect and supervise properly the quality of raw materials and substances used in the Process and to ensure the continuous proper quality of the Products. Kemira has no liability to conduct incoming inspections. Kemira's acceptance of Product(s) shall not release the Seller from any of its obligations and liabilities under these Conditions.

8. WARRANTY. The Seller warrants that:

- (i) all of the Products will strictly conform to the terms and conditions of these Conditions and any quality requirements issued by Kemira, including any specifications and product data; and
- (ii) all of the Products will strictly conform to the Specification(s) and be fit for the purpose for which they are intended, to the extent known to the Seller; and
- (iii) all of the Product(s) will strictly conform to all technical and commercial information issued on the Product(s) by the Seller. If Kemira has specified a certain quality designation, a particular manufacture or a defined trademark, or referred to the Seller's tender containing the corresponding information, the Seller will not supply any other product without Kemira's written approval even if the latter product is equivalent in the Seller's opinion; and
- (iv) it has obtained and will maintain all licenses, consents and permits required to perform its obligations under these Conditions and, moreover, that it has and will maintain adequate insurances, including but not limited to product liability insurances, and in any case such insurance coverage as may be expected of a diligent and professional company within the Seller's industry, taking proper account of the Seller's obligations and liabilities under these Conditions, including but not limited to insurance that would specifically cover the Seller's indemnity obligations. Said insurance shall neither limit nor exclude the Seller's obligations and liabilities under these Conditions.

If any Product(s) delivered by the Seller do not comply with the warranties and other conditions set forth in these Conditions, the Seller will agree to replace the defective Products without delay with non-defective Products which fully satisfy the given warranties at no cost or expense to Kemira, and upon Kemira's request at its sole discretion. Furthermore, at its sole discretion and as an alternative, Kemira may cancel the purchase of the defective Products, in which case Kemira shall have no payment obligations with respect to such Products and Kemira may require the Seller to reimburse Kemira for the Price of all such Products. Kemira shall have the right to return the defective Products to the Seller or a destination designated by the Seller at the Seller's sole cost. If Kemira deems the defect to be such that it does not completely prevent the utilization of the Product, at its sole discretion Kemira may demand that the Seller grant a price reduction corresponding to the value of the defect and the Seller agrees to comply with such a demand. If Kemira deems it necessary to obtain substitute product(s) from other suppliers as a result of the defect, the compensation payable by the Seller shall also include compensation for the price difference and other additional costs and expenses resulting from said purchase.

9. INDEMNIFICATION AND DEFENCE. Notwithstanding any statement to the contrary in any other Article(s) of these Conditions (Article 11 shall apply notwithstanding), the Seller agrees to indemnify Kemira against, and to hold Kemira harmless from any and all claims, suits, actions, demands and proceedings and any and all damages, losses, damage, costs, expenses and liabilities (including but not limited to (a) all expenses, fines, penalties and damages paid by Kemira and/or claimed by any customer of Kemira related to the voluntary or involuntary recall of any of Kemira's products or other products in which Product(s) were used or incorporated and (b) attorneys' fees and costs) related to and/or arising from:

(i) product liability, product safety, personal injury and/or death; and/or

(ii) loss of and/or damage to property; and/or

(iii) alleged and/or actual infringement of any kind of any intellectual and/or industrial property right(s), which may be attributable to any Product(s), and/or use of any Product(s) in combination with and/or incorporated into any of Kemira's product(s); and/or

(iv) any breach of any of the terms and conditions of these Conditions, including but not limited to any of the warranties.

At the Seller's risk and expense and at Kemira's prior written request, the Seller agrees to defend any and all claims, suits, actions, demands and proceedings brought against Kemira under this Article, using legal counsel acceptable to Kemira.

10. COMPLIANCE WITH LEGISLATION AND KEMIRA'S CODE OF CONDUCT. The Seller agrees to comply with the applicable laws and regulations relating to the manufacture, sale, handling, storage and transportation of the Product(s). The Seller also agrees to comply with all other applicable laws, regulations and international agreements, including but not limited to those in the area of environmental issues, human rights, corporate social responsibility and non-use of child labor. The Seller agrees to comply with Kemira's "Code of Conduct" business principles. The Seller agrees to furnish Kemira with the correct and complete material safety data sheet ("MSDS") in the relevant language(s) prior to the first delivery of each Product. The MSDS must be furnished in writing, preferably in electronic format, subject to Kemira's confirmation of the format to be used. Should the information contained in the MSDS be updated or changed, the Seller agrees to furnish the revised MSDS to Kemira without delay. The Seller agrees to ensure that the Product delivered is at all times in compliance with the relevant MSDS and labeled accordingly and consistently. As regards the Product(s), the Seller shall act as the EU and/or national importer of the chemical or other substance in question pursuant to any applicable EU or national law or regulation relating to the sale or use of chemicals, other substances or product safety, unless otherwise expressly agreed between the Parties. In that capacity, the Seller shall fulfill any of the related regulatory obligations (including and without limitation registrations, notifications and the provision of certificates) set by the EU and national chemical or other use-related regulations specified by Kemira.

11. LIMITATION AND/OR EXCLUSION OF LIABILITY. EXCLUDING WARRANTY CLAIMS UNDER ARTICLE 8 AND INDEMNIFICATION CLAIMS AND DEFENSE COSTS UNDER ARTICLE 9, NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOST PROFITS, LOST OPPORTUNITIES OR LOST REVENUES OF THE OTHER PARTY OR OTHER SIMILAR INDIRECT DAMAGE INCURRED BY THE OTHER PARTY AND ARISING UNDER OR IN CONNECTION WITH THESE CONDITIONS, UNLESS SUCH DAMAGE IS CAUSED BY GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

12. CONFIDENTIALITY. The Parties shall keep confidential and not disclose to any third party any technical, commercial, business related, financial or company information received in relation to these Conditions, provided however that this restriction does not apply to any confidential information that is or becomes generally known to the public, except as a result of any fraudulent activities by the receiving Party or any of

its representatives. If the Parties have signed a separate confidentiality or non-disclosure agreement, such an agreement shall apply in addition to this Article 12.

13. MISCELLANEOUS. Neither Party shall have the right to assign its rights or obligations under these Conditions, unless accepted in writing by the other Party. No waiver is effective unless in writing in each separate case and signed by both Parties. Notwithstanding anything stated to the contrary in any of the terms of these Conditions, any co-operation, requirement, request, direction, instruction, acceptance or other similar action or lack of such action by Kemira shall not release the Seller from any of its obligations and liabilities under these Conditions, unless expressly agreed by Kemira in writing. All rights and remedies under these Conditions are cumulative. A Party's exercise of any right or remedy does not affect its other rights or remedies in accordance with these Conditions.

14. GOVERNING LAW AND DISPUTE RESOLUTION. These Conditions shall be governed by and construed in accordance with the laws of the state/country, where the Kemira office ordering the Product(s) is registered, without reference to any conflict of law principles. Disputes concerning these Conditions and their interpretation and application shall be fully and finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by arbitrator(s) appointed in accordance with the said Rules. Said arbitration shall be held in the city where the Kemira office ordering the Product(s) is registered. The proceeding shall be conducted in the English language, unless otherwise agreed. The decision of the arbitrators shall be final, binding and executable. Said arbitration shall be the exclusive remedy of the Parties to the dispute. Notwithstanding the above, nothing in these Conditions shall be deemed to limit the Parties' rights to seek interim injunctive relief or to enforce an arbitration award in a court of law.