



**GENERAL TERMS AND CONDITIONS
of PURCHASE
of ALL RPM AFFILIATES**

1. ACCEPTANCE; NO ADDITIONAL TERMS: a) For purposes of these General Terms and Conditions of purchase (“PO General Conditions”) and all related activity, the term “Supplier” means the Company identified as the Seller, Vendor, Contractor, Service Provider, Supplier or similar on the applicable Purchase Order or supply agreement (regardless of how titled) entered into by Company and Supplier (“PO”), and the term “Company” means the company(ies) identified as the purchaser in the applicable PO. The PO will be deemed accepted by Supplier upon the first of the following to occur: (a) Supplier communicating to Company its acceptance; (b) any performance by Supplier under the PO; or (c) any other conduct that recognizes the existence of a contract with respect to the subject matter of the PO. Company reserves the right to revoke or withdraw the PO, in whole or in part, prior to Supplier’s acceptance. By accepting the PO, Supplier agrees to comply with these PO General Conditions and any provisions in and documents referred or attached to the PO and to sell the goods or products (“Goods”) and/or provide the services (“Services”) as described and for the prices indicated in the PO. b) No terms or conditions submitted by Supplier that are in addition to, different from or inconsistent with those contained herein or in the PO, including, without limitation, Supplier’s standard printed terms and conditions, and any terms and conditions contained in any Supplier quotation, invoice, order, acknowledgement, confirmation, acceptance, amendment, modification, bill of lading or other instrument, shall be binding upon Company unless specifically and expressly agreed to in a writing signed by duly authorized representatives of both parties. c) The PO, including these PO General Conditions and any provisions in and documents referred or attached to the PO, constitutes the entire agreement relating to the subject matter hereof and supersedes all prior and contemporaneous understandings or statements relating to the subject matter hereof unless expressly contained herein. If the parties have entered into a supply agreement, the supply agreement, and any purchase order issued thereunder, shall be subject to these PO General Conditions; provided, however, any terms and conditions specific to the supply agreement that are inconsistent with these PO General Conditions will prevail. Further, if the parties have entered into a confidentiality or non-disclosure agreement, any terms

and conditions specific to the confidentiality or non-disclosure agreement that are inconsistent with these PO General Conditions will prevail. The parties’ course of performance shall not create, or be construed as creating, any agreement or commitment beyond that set forth in each PO issued by Company.

2. DELIVERY; RISK OF LOSS; FREIGHT; DUTIES; QUANTITY: a) Supplier, where applicable, will supply the Goods and/or Services to Company Delivery Duty Paid (as defined by INCOTERMS) at the delivery point identified on the PO (“Delivery Point”) and by the date specified therein or, if no date is specified, within a reasonable time after Supplier receives the PO. Time is of the essence of Supplier’s performance of its obligations the PO. a) Should Supplier fail to deliver the Goods in accordance with the PO terms and/or perform Services by the stipulated time or within reasonable time, as the case may be, Company (without prejudice to its other remedies) may cancel that part of the PO which is undelivered at such time and require Supplier to indemnify it against any Liabilities in relation to such failure. b) Title will not pass to Company, until the Goods are delivered to and accepted by Company at the Delivery Point. c) Quantities listed in each PO as estimated are Company’s reasonable estimate of the quantities of Goods it might purchase from Supplier. Any estimates or forecasts of production volumes or program durations are subject to change from time to time, with or without notice to Supplier, and shall not be binding upon Company. Unless otherwise expressly stated in the PO, Company makes no representation, warranty, guaranty or commitment of any kind or nature, whether express or implied, to Supplier in respect of Company’s requirements for the Goods or Services or the term of supply of the Goods or Services.

3. INSPECTION; ACCEPTANCE; NONCONFORMANCE: Without affecting its other legal rights and/or remedies, Company shall have the right to inspect Supplier’s production facilities upon reasonable notice. It may also inspect and test Goods at any time during the manufacturing process and prior to shipment and within a reasonable time after Goods arrive at the Delivery Point. Company may return any Goods that are defective, unsatisfactory, of inferior quality or workmanship, or fail to strictly conform to the Company’s specifications and quality control



requirements. Such Goods to be returned shall remain the property of Supplier and may be returned at Supplier's risk and expense. The making or failure to make any inspection of, testing of, payment for, or acceptance of the Goods, shall not relieve Supplier of its obligation to ensure that all Goods supplied under this PO strictly conform to the warranties herein, relieve Supplier of any liability in connection with defective Goods or in any way impair Company's right to reject nonconforming Goods or to avail itself of any other remedies to which Company may be entitled, notwithstanding Company's knowledge of the nonconformity, its substantiality, or the ease of its discovery. Company shall, at its option, either give Supplier reasonable time to correct the non-conformance or cancel the PO as to such Goods and retain its rights with respect to cover as provided by law.

4. CERTIFICATES OF ANALYSIS: a) A validated test report must accompany all shipments made against each item of this PO that indicates by lot the percentage of each element that makes up the raw chemical composition and physical properties of all raw materials. b) Each part, component, or material quantity furnished shall be identified by lot or batch, traceable to the actual manufacturing process. The lot or batch number may be by date or Supplier order code, but must provide the capability for a lot or batch purge in the event of determination of a condition of discrepancy.

5. PRICES; INVOICES; PAYMENT: Supplier shall supply the Goods and Services for the prices specified in the PO. Company will make payment of all undisputed amounts due to Supplier within 90 days from the later of (i) receipt of the invoice and (ii) the date received at the Delivery Point. Supplier will make no additional charges of any kind, including, without limitation, charges for travel, entertainment, postage, clerical support, or other out of pocket expenses, unless Company has specifically consented to such charges in writing. Payment of an invoice is not evidence or an admission that the Goods or Services meet the requirements of the PO.

6. TAXES: a) The prices listed in the PO are inclusive of all costs (including taxes) and expenses of Supplier in providing the Goods and/or Services to the Delivery Point. b) Company reserves the right to withhold payment of value added, goods and services taxes and other consumption taxes if permissible. c) If the PO Supplier is to provide Services, and if Supplier is a foreign corporation or other entity (i.e., an entity having its principal place of business outside of the

country identified in Company's address on the PO) or a non-resident alien individual, then, unless Supplier provides Company with valid documentation (received prior to payment for services) showing that an exemption applies where the Services are performed Company reserves the right to withhold payment of amounts required to satisfy tax withholding obligations under applicable laws if Services are being rendered.

7. WARRANTIES: a) Supplier expressly represents, warrants, and guarantees to Company that: (i) it has good and marketable title to the Goods and the right to transfer title to the Goods free and clear of any lien, hypothec, claim or other encumbrance of any kind; (ii) the Goods and the labels and warnings therefor will: A) strictly conform to any specifications, certificates of analysis, samples, and/or standards or descriptions provided by Company, or by Supplier in writing; B) be new, free from defects in design, materials and workmanship; C) be in every respect fit for any purpose for which Company has expressly or by implication made known that it requires the same, and D) be in compliance with all applicable requirements of any statutes or regulations applicable to such Goods in the country to which the Goods are shipped at the date of delivery including, without limitation, all statutory and other rules and regulations relating to health, safety and security; (iii) the Services (if any) will: A) conform to any specifications and/or standards provided by Company, or by Supplier in writing; B) comply with all applicable law and requirements of any statutes or regulations applicable in the Country in which the Services are performed; and C) be performed expeditiously, professionally and in a workman-like manner and consistent with any applicable standards of skill and care; and (iv) the Goods and Services and their use, manufacture, sale, lease, distribution, or other commercialization do not and will not infringe, misappropriate or violate the trademarks, service marks, copyrights, patents, patent rights, trade secrets or other intellectual property rights of any third party. b) All warranties of Supplier shall survive the expiration, non-renewal or termination of this PO. The warranties set forth herein are in addition to and not in lieu of any warranty or service guarantee offered by Supplier or implied or provided by law.

8. REMEDIES: In addition to remedies otherwise available to Company, all of which are fully preserved and not waived, if Supplier is in breach of the warranties set out in these PO General Conditions, Supplier will, at the election of Company, and at Supplier's sole cost (including any relevant transportation and labor costs), either (i) replace or



repair (including, if applicable, reinstall) the Goods or re-perform the Services to Company's satisfaction, (ii) reimburse Company in full for the cost of repair carried out by it or any third party at its direction or (iii) refund the full purchase price.

9. FORCE MAJEURE: a) If the of obligation under the PO is prevented, restricted or interfered with by any act of God, fire or other casualty, embargo, power or supplies, war or violence, acts of terrorism, or any law, order, proclamation, ordinance, demand or requirement of any governmental agency or similar event beyond such party's reasonable control (each, an "Event of Force Majeure"), such party shall promptly give the other party written notice of the Event of Force Majeure. b) Delays caused by labor disputes, changes in cost or availability of raw materials or components based on market conditions, or scheduled downtime for maintenance shall not constitute an Event of Force Majeure. No later than 48 hours after the occurrence, Supplier will provide written notice describing such delay and assurance of when the delay will be cured. During the delay, Company may, at its option: (i) cancel any PO and purchase Goods or Services from third parties without liability; (ii) to the extent available, require Supplier to deliver all finished goods, work in process, tooling, and parts and materials produced or acquired for work under the PO; or (iii) have Supplier provide Goods or Services from other sources and at the price set forth in the PO.

10. COMPLIANCE WITH LAWS, POLICIES, ETC: In supplying the Goods and Services Supplier will (and Supplier shall not take any action that would cause Company to be in violation of any applicable laws): a) comply with and ensure that its employees, agents, contractors and subcontractors ("Supplier's Personnel") comply with all applicable laws, rules and regulations; b) ensure that all Goods and Services supplied comply with all applicable laws and regulations; c) conduct itself in a manner that is consistent with Company's Code of Conduct, as it may be revised from time to time that can be found at <https://suppliers.rpminc.com> and Company's Supplier Code of Conduct, as it may be revised from time to time, which can be found at www.suppliers.rpminc.com the "Supplier Code of Conduct"; d) Supplier will fully cooperate with Company including (i) sharing information permitting Company representatives to visit and audit its sites if required to address any concerns raised by Company or any governmental entity or authority, to assure there is continuous and full compliance by Supplier with all applicable laws and the Supplier Code of Conduct, (ii) complying with all reasonable requests from Company for information,

documentation and certifications relating to Supplier's compliance with this Section and in order to meet any obligations that Company or any affiliate of Company may have under Conflict Minerals laws, including without limitation, under Dodd-Frank Section 1502., and (iii) to the extent that Supplier's Personnel are required to enter onto Company property, ensure that such Personnel A) comply with Company's written health, safety and environmental policies and standards provided to Supplier, and B) are aware that they enter onto Company's site or property at their own risk. Supplier represents and warrants that no Goods supplied under this PO will be manufactured by child or slave labor or by victims of human trafficking, and that Supplier complies with internationally recognized best practices to prevent and identify child, slave labor and human trafficking. Supplier warrants it is in compliance with all applicable laws, including, but not limited to, those in the country(ies) within which it is or will be operating on Company's behalf, relating to corruption, bribery, ethical business conduct, money laundering, political contributions, gifts, facilitating payments and gratuities to private individuals and Government Officials. For the purposes hereof, Supplier acknowledges that "Government Official" includes officers and employees of and individuals in unpaid advisory positions of governmental institutions, government agencies, departments and instrumentalities (such as customs agents), as well as of public international organizations such as the United Nations and NATO, and anyone acting in an official capacity on behalf of these entities, as well as, all enterprises in which a government owns or exercises control of an interest (such as airports, oil companies, schools and hospitals). Supplier has not received any communication that alleges that Company or any agent, employee, officer, director, shareholder, partner, representative of or other person associated with Company (including subcontractors) (each a "Representative") is, or may be, in violation of or has, or may have, any liability under, any Anti-Corruption Law. Supplier will take action to ensure that its Representatives do not, directly or indirectly, in connection with any engagement by the Company, (a) take any action that could cause the Company to be in violation of any Anti-Corruption Law, including in all cases the US Foreign Corrupt Practices Act and The UK Bribery Act (the "Anti-Corruption Laws") or (b) offer, pay, promise to pay, give or transfer or authorize the giving or transferring of anything of value (anything that provides benefit or advantage to the recipient including, but not limited to, cash, the purchase of property or services at inflated or discounted prices, gifts, entertainment, cars, trips, jewelry, home improvements, securities,



accommodations, etc.) to any individual or Government Official for the purpose of inducing such person to use his or her influence or position to affect or influence any act or decision in order to assist in obtaining or retaining business for, directing business to or securing an improper advantage for the Company (including the issuance of any permit) or while knowing or having reason to know that all or a portion thereof would be used to do any of the foregoing. Supplier shall not sell, export, re-export, transmit, divert, or otherwise transfer any products, services or technology, directly or indirectly, to Company, or on Company's behalf to any individual or business, non-U.S. government, country or other entity, including individuals or entities identified on any of the lists at http://export.gov/ecr/eg_main_023148.asp, if such action would be prohibited for a U.S. person by U.S. or EU export control laws or economic sanctions; and Supplier will not sell, export, re-export, transmit, divert or otherwise transfer any products or technology to Company, or on Company's behalf for any end uses if such action would be prohibited for a U.S. person by U.S. or EU export control laws or economic sanctions, including any direct or indirect sales into Cuba, Iran, North Korea, Sudan, Syria or the region of Crimea. Supplier shall not take any actions that would cause the Company to be in violation of U.S. or EU export control laws or economic sanctions.

11. ASSIGNMENT; SUBCONTRACTING: Supplier shall not assign, delegate, subcontract or otherwise dispose of the PO or any interest, rights or obligations hereunder, in whole or in part, including any performance or any amount that may be due thereunder, without Company's prior written authorization.

12. APPLICABILITY TO COMPANY AFFILIATES: Affiliates of Company are intended third-party beneficiaries of the PO and these PO General Conditions to the extent provided in the applicable PO. In any event, any affiliate of Company that is not identified as purchaser in the applicable PO has no obligations, liabilities or responsibilities under such PO. Any default under such PO or otherwise under these PO General Conditions by Company or any affiliate of Company will not constitute an event of default by Company or any other affiliate of Company, as the case may be, under any other PO or these PO General Conditions.

13. INDEMNIFICATION: a) Supplier agrees to indemnify, defend and hold harmless Company and its affiliates, and their officers, directors, employees and agents, from and against any claims, actions, losses,

damages or injuries of any kind or character (including, without limitation, reasonable attorneys' fees, consequential, special and punitive damages) ("Liabilities") which are caused by, arise out of or are connected with, directly or indirectly: (i) the performance of the PO by Supplier, including, without limitation, any Liabilities arising out of any misrepresentation, negligence, fraud, willful misconduct, breach of statutory duty or breach of the PO by Supplier; (ii) any failure of the Goods or Services to comply with the applicable specifications, warranties and certifications; (iii) any damage to property or injury to or death of any person caused by, or in any way arising out of any Goods or Services; and (iv) any act or omission by Supplier in violation or contravention of any law, the PO General Conditions, the PO, or the Supplier Code of Conduct. b) The indemnification obligations of Supplier shall survive the expiration, non-renewal or termination of the PO.

14. INSURANCE: a) Without limiting Supplier's obligations or liabilities hereunder, Supplier shall, at its sole expense and for the duration of the PO and all applicable warranty periods, purchase and maintain the following insurance: (i) commercial general liability insurance covering all liabilities for personal injury and property damage arising from the Services/Goods, with limits of liability of \$5,000,000 for each occurrence and in the aggregate; (ii) workers' compensation insurance in compliance with the applicable laws of each jurisdiction affected by the Goods/Services; (iii) if Supplier will use or provide for use motor vehicles in providing the Goods and/or performing the Services, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with limits of liability of \$5,000,000 for each occurrence and in the aggregate; and (iv) if Supplier will provide professional advice or services, professional liability insurance, with limits of liability of \$5,000,000 for each claim and in the aggregate. b) Supplier shall provide coverage endorsements for each category of required insurance, including, except in the case of workers' compensation insurance and professional liability insurance: (i) an endorsement including Company and its directors, officers, employees, affiliates, agents and representatives as additional insureds; (ii) an endorsement including a cross liability clause, noting that each of the parties comprising the insured shall be considered as a separate entity, the insurance applies as if a separate policy has been issued to each party, and no "insured-versus-insured" exclusion exists in the policy; and (iii) an endorsement waiving all express or implied rights of subrogation against Company. c) Supplier shall on request provide to Company or its



designee certificates of insurance and endorsements as evidence of the insurance required hereunder.

15. CONFIDENTIAL INFORMATION: a) In the course of performing the PO, Supplier may obtain certain information, oral or written (in whatever form), of a confidential or proprietary nature (or which reasonably ought to be known as confidential or proprietary) of Company and/or its affiliates (“Confidential Information”). b) Supplier agrees, unless required by a lawful court order, subpoena, or similar legal request, not to make Confidential Information available in any form to any third party (excluding Company’s personnel and affiliates) or to use Confidential Information for any purpose other than the implementation of the PO. c) Supplier further agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its personnel in violation hereof. d) If Supplier is required to disclose Confidential Information by a lawful court order, subpoena, or similar legal request, Supplier shall promptly notify Company in writing of such requirement so that Company may seek an appropriate protective order. e) Supplier acknowledges that failure to comply with this clause shall irreparably harm the business of Company, and that a breach of its obligations under this clause shall entitle Company to seek immediate injunctive relief, in addition to any other remedies that Company may have. f) In addition to other remedies, Company may terminate the PO if Supplier breaches its obligations with respect to Confidential Information.

16. INTELLECTUAL PROPERTY: a) To the fullest extent permitted by applicable law, if, in performing the PO, Supplier provides to Company any intellectual property, trade secrets, work product, work of authorship, technical materials, drawings, specifications, documentation, reports, recommendations or other writings, information or material embodied in a tangible medium and created or developed for purposes of providing the Goods and Services under the PO (“Deliverables”), such Deliverables shall be deemed to be owned by Company, unless Company expressly agrees in writing otherwise and Supplier agrees to assign, and hereby assigns, to Company any and all intellectual property rights in and to such Deliverables. b) Supplier shall defend, indemnify and hold Company harmless, from and against any claims threatened or brought at law or in equity arising out of or related to the Goods or Services against Company, its affiliates, successors and assigns, for infringement of any third party intellectual property rights. No compromise or settlement directly or indirectly affecting Company may be agreed to

without Company’s consent. If any of the Goods or Services is held to infringe, or their use is enjoined, Supplier shall promptly, at Supplier’s expense, procure for Company the right to continue using the Goods or Services, replace them with a substantially equivalent non-infringing product or service, or modify them so they become non-infringing with substantially equivalent performance.

17. TERMINATION: a) Without prejudice to any rights or remedies Company may have, Company may terminate the PO or any part thereof as to all or any portion of the Goods not delivered, or Services not performed. b) If Supplier becomes or makes any arrangement to become insolvent, bankrupt (Chapter 11), under administration or arrangement with its creditors, or subject to a notice for winding up, Company shall be at liberty to: (i) cancel the PO by notice without compensation; or (ii) give any such receiver or liquidator or other person the option of carrying out the contract. c) The exercise of any rights herein granted by Company shall not prejudice or affect any right of action or remedy which shall have accrued, or which shall accrue thereafter to Company.

18. GOVERNING LAW AND FORUM: The PO is governed exclusively by the laws of the country, state, province or territory identified in the address for Company on the PO, excluding its choice or conflict of law rules. Company and Supplier expressly disclaim, and exclude, application to the PO of (i) the United Nations Convention on Contracts for International Sale of Goods, (ii) the International Sale of Goods Act, and (iii) the International Sale of Goods Contracts Convention Act. a) Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the country, provincial or territorial courts in the country, province or territory identified in the address for Company on the PO, including, but not limited to, any dispute concerning the interpretation of this Section of any other terms of the PO or set forth herein, and the courts of appeal from them with respect any dispute concerning the PO and waives to the fullest extent possible any defense of any inconvenient forum to the maintenance of such action or proceeding. b) Supplier agrees that a final judgment in any action or proceeding in the courts referred to above shall be conclusive and may be enforced in any other jurisdiction or country by suit on such judgment or in any other manner provided by applicable law.

19. SET-OFF: Company shall be entitled at all times to set-off any amounts owing at any time from Supplier to Company against any amounts payable at any time by Company to Supplier. This right is in addition to any



other remedies set forth herein or available under applicable law or at equity.

20. DATA PRIVACY: In the event that either party collects any personally identifiable information related to an employee, owner, agent, representative, or contractor (“Personnel”) of the other party, the party receiving such personally identifiable information hereby agrees to (i) only use and disclose such personally identifiable information to the reasonable extent necessary to satisfy its obligations under the Agreement, and (ii) protect such personally identifiable information from any unauthorized use, acquisition, or disclosure by using the same degree of care used to protect the personally identifiable information related to its Personnel, but in any case using no less than a reasonable degree of care. For purposes of clarity, Company shall collect and use any personally identifying information related to the other party’s Personnel in accordance with its website privacy policy located at [www.rpminc.com], which may be amended from time to time. All parties shall process personally identifiable information of their own accord as data controller and not as a data processor for the other party.

21. PRODUCT RECALL: a) Supplier shall reimburse Company for any costs or losses Company incurs as a consequence of any recall taken with regard to any Goods (a “Product Recall”), regardless of whether such recall is initiated by Supplier, or Company, and regardless of whether such actions are taken voluntarily or are required by any governmental entity. b) If any Product Recall occurs, Company may terminate the PO immediately without penalty upon written notice to Supplier. c) Any termination by Company pursuant to this Section will be without prejudice to any other rights and/or remedies that Company may have under law, at equity or pursuant to these PO General Conditions.

21. MISCELLANEOUS: a) A party’s waiver of any breach, or failure to enforce any of these PO General Conditions, at any time shall not in any way affect, limit or waive such party’s right thereafter to enforce

and compel strict compliance with every term and condition hereof. b) These PO General Conditions may not be amended, changed, modified, contradicted, explained or supplemented (including by course of dealing between the parties, usage of trade or otherwise), except by a written instrument signed by authorized officers of each party hereto which refer specifically to these PO General Conditions. c) Supplier and Company have agreed that these PO General Conditions be drafted in English. d) Any provision herein which is invalid or unenforceable shall in no way affect the validity or enforceability of the remaining provisions of these PO General Conditions. Any such invalid or unenforceable provision shall be deemed to be severed to the extent necessary for that purpose subject to such consequential modification as may be necessary. e) The headings used herein are for convenience only and shall not affect construction. f) The exclusive remedies of Supplier under the PO are to have the Goods or Services not paid for returned and to receive payment of the purchase price for any Goods or Services not paid for and not returned. g) All representations, warranties, indemnities and other obligations set forth herein that explicitly survive, or by their nature or context are intended to survive, termination, expiration, or cancellation of this PO shall survive. h) Supplier is not the agent, partner, employer, joint venturer or legal representative of Company. Supplier shall have no authority to assume or create any obligation on behalf of, or in the name of Company.

22. NOTICES: a) Any notice to be given under or pursuant to the PO shall be in writing and may be sent by hand or by post or by registered post or by overnight delivery service or transmitted by facsimile and such notice shall be addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. b) Notices shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.