

TERMS AND CONDITIONS

These Terms and Conditions of Sale (these "Terms") will apply to each purchase order or any other agreement to which these Terms are attached or incorporated by reference (with such purchase order or other agreement referred to as an "Order" in these Terms) and shall govern the sale by Huntsman IFS Polyurethanes Limited, a company registered in England and Wales (registered number 02766797), whose registered address is at 26 King St., King's Lynn, PE30 1HJ ("IFS") of (i) any and all spray foam insulation products and other adjacent polyurethane coatings, polyols, and polyurethane products, all offered under and labeled with the HBS, Icynene, Lapolla or Huntsman Business Solutions trade names HBS("HBS Products"); and/or (ii) any related parts or equipment not manufactured by IFS or another company of the Huntsman Group ("Equipment"; "Goods" means HBS Products and/or Equipment) to the person or entity purchasing such Goods from IFS (the "Buyer"). By entering into a contract with IFS for the purchase of Goods, Buyer agrees it has read and will be bound by these Terms. These Terms will be valid without signature and can be found at

www.huntsmanbuildingsolutions.co.uk/termsandconditions

("Website"). These Terms may hereafter be revised, from time to time, by IFS by posting revisions on the Website, and such revisions shall be binding on Buyer. Buyer is responsible for regularly reviewing the Website to obtain timely notice of such revisions and shall review the Website prior to the submission of each Order to which these Terms are incorporated to ensure Buyer's acceptance thereof.

1. **Applicability.** The Order and these Terms (collectively, this "Agreement") is the sole and exclusive agreement with respect to the matters discussed herein and the provision of Goods hereunder (except for any terms agreed to in writing by IFS expressly modifying these Terms) and supersedes all prior agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters. IFS' quotation, acknowledgment or invoice constitutes IFS' offer to sell solely in accordance with these Terms. Acceptance can be made by Buyer by any commercially reasonable means, including but not limited to Buyer's issuance of an order, acceptance of IFS' quotation, acceptance of Goods provided hereunder, or acknowledgment or return of IFS' acknowledgment form. Acceptance hereof by Buyer is expressly limited to the exact terms hereof. If Buyer shall use its own purchase order or another form to order from IFS, such form shall be used for convenience only and shall constitute Buyer's unconditional agreement to these Terms. Any inconsistent or additional terms or conditions contained in the Buyer's own purchase order or any other form or document used to accept IFS's offer are expressly objected to and disclaimed by IFS.
2. **Orders and Delivery.** All Orders are subject to express written acceptance by IFS and Buyer may not cancel or reschedule Orders for Goods without IFS' written consent. The Goods will be delivered within a reasonable time after IFS' acceptance of Buyer's Order, subject to availability of finished Goods. IFS reserves the right at any time and from time to time to discontinue and/or modify Goods without notice to Buyer. IFS may allocate Goods among any or all purchasers on such basis as it deems fair and practical without liability for any failure of performance resulting therefrom. All shipping dates are approximate only, and IFS will not be liable for any loss or damage resulting from any delay in filing an order,

failure to deliver or delay in delivery or damage in transit. However, if IFS delays shipment of any goods more than forty five (45) days after the estimated delivery date (the "Delayed Shipment Date"), then Buyer may, as its sole remedy, cancel the related purchase order regarding the delayed Goods by giving IFS notice within five (5) days of the Delayed Shipment Date. Subject to Buyer's rights in the aforementioned sentence, no delay in the shipment or delivery of any Goods relieves Buyer of its obligations under this Agreement, including accepting delivery of any remaining installment or other orders of Goods. All shipments of Goods shall be considered delivered to Buyer, and title, ownership and risk of loss of the Goods shall transfer and pass to Buyer Delivered Duty Paid (DDP) (Incoterms@ 2010), unless otherwise agreed in writing. IFS may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units of Goods shipped whether such shipment is in whole or partial fulfillment of Buyer's Order.

3. **Inspection and Rejection of Nonconforming Goods.**
 - a. It is Buyer's responsibility to verify both the count and condition of the shipped Goods prior to signing for the receipt of the shipment and shortages and damages should be listed on the delivering carrier's bill of lading at the time of delivery. IFS is not responsible for any shortages or damages caused by the delivering carrier. Claims should be filed with the delivering carrier within three (3) days of receipt of the damaged or shorted delivery. Buyer shall inspect the Goods within three (3) days of receipt (the "Inspection Period"). Buyer will be deemed to have irrevocably accepted the Goods unless it notifies IFS in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation required by IFS. "Nonconforming Goods" means only the following: (i) the Goods received do not conform to the make/model/product on Buyer's Order; or (ii) on visual inspection, Buyer reasonably determines that the Goods are damaged, shorted, or other discrepancy which was caused solely by IFS or the original manufacturer. Buyer's rejection of any shipment for any reason other than for Nonconforming Goods shall be a breach of these Terms.
 - b. If Buyer timely notifies IFS of any Nonconforming Goods, IFS shall determine, in its sole discretion whether the Goods are Nonconforming Goods. If IFS determines that the Goods are Nonconforming Goods, it shall either, in its sole discretion: (i) replace such Nonconforming Goods with conforming Goods; or (ii) credit the price for such Nonconforming Goods. Buyer must return, at its expense and risk of loss, the Nonconforming Goods to IFS' facility. Buyer may not return any Nonconforming Goods without a return authorization ("RA") number. Buyer may not return, and RAs will not be granted for damage, shortage, or other discrepancy of Goods created by Buyer, the carrier or freight provider, or any other third party. Nonconforming Goods must be in original manufacturer's shipping cartons or equivalent. At IFS's discretion, IFS shall return all Goods not eligible for return to Buyer, freight collect, or hold Goods for Buyer's account at Buyer's expense. If IFS exercises its option to replace Nonconforming Goods, IFS shall, after receiving Buyer's

- shipment of Nonconforming Goods, ship to Buyer the replaced Goods in accordance with Section 2.
- c. Buyer acknowledges and agrees that the remedies set forth in Section 3(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as expressly contained in this Agreement, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to IFS.
 - d. The provisions of this clause 3 shall not apply to Equipment to the extent that clause 8 (Provisions Applicable to Equipment) provides otherwise.
4. **Price.** Prices are subject to change at any time. IFS' quoted prices apply for thirty (30) days or as otherwise stated in the quote; however, IFS may increase the prices if IFS' costs increase or because of other circumstances beyond IFS' reasonable control. Prices are for the Goods only and do not include taxes, impositions of any other charges, fees, insurance costs, shipping charges, and duties imposed by any government authority. Unless otherwise agreed to by IFS in writing, Buyer is responsible for any additional charges, fees and taxes.
 5. **Payment Terms.** Buyer shall pay all invoiced amounts due to IFS in the currency stated on the invoice by wire transfer within thirty (30) days from the date of IFS' invoice; provided, however, that IFS reserves the right, in its sole discretion, to require full payment before entry, shipment, or delivery of any Order. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month (18% per annum) or the highest rate permissible under applicable law. Buyer shall reimburse IFS for all costs incurred in collecting any late payments or other amounts due hereunder, including, without limitation, court costs and attorneys' fees. In addition to all other remedies available under these Terms or at law (which IFS does not waive by the exercise of any rights hereunder), IFS shall be entitled to suspend the delivery of any Goods and its performance hereunder if Buyer fails to pay any amounts when due. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with IFS, whether relating to IFS's breach, bankruptcy or otherwise. IFS may recover for each delivery hereunder as a separate transaction, without reference to any other delivery. Termination or suspension of an Order or the retaking of any Goods shall not prejudice any claims of IFS for the price of Goods or for damages other than the reduction of any such claims by the value to IFS of any Goods retaken. Buyer shall notify IFS in writing of any dispute with any invoice (along with a reasonably detailed dispute description) within fifteen (15) days from the date of the invoice. Buyer will be deemed to have accepted all invoices for which IFS does not receive timely notice of disputes. The parties shall seek to resolve all disputes expeditiously and in good faith. Notwithstanding anything to the contrary, Buyer shall continue performing its obligations under this Agreement during any dispute, including, without limitation, Buyer's obligation to pay all invoiced amounts in accordance with these Terms.
 6. **Unsatisfactory Credit Status.** Each issuance of an Order to IFS constitutes Buyer's representation and warranty that Buyer can pay for the Goods identified in the Order in accordance with these Terms. Buyer shall furnish IFS with such information accurately and fairly evidencing Buyer's financial condition as IFS may, from time to time, reasonably request, including Buyer's financial statements. Throughout the term of any Agreement, Buyer shall be in compliance with all loan covenants and other obligations to its lenders. Buyer shall notify IFS immediately of any and all events that have had or may have a material adverse effect on Buyer's business or financial condition, including any change in management, sale, lease or exchange of a material portion of Buyer's assets, a change of control of ownership, or breach of any loan covenants or other material obligations of Buyer to its lenders. If, at any time, IFS determines in its sole but reasonable discretion that Buyer's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to IFS' rights under this Agreement, at law or in equity, IFS may without liability or penalty, take any of the following actions: (a) modify the payment terms described above for outstanding and future purchases, including requiring Buyer to pay cash in advance or cash on delivery; (b) reject any Order received from Buyer or cancel any previously accepted Order; (c) delay any further shipment of Goods to Buyer and stop delivery of any Goods in transit in the possession of a common carrier or bailee and cause the Goods in transit to be returned to IFS (d) immediately terminate any Order or this Agreement; or (e) accelerate the due date of all amounts owing by Buyer to IFS. No actions taken by IFS under this Section (nor any failure to act under this Section) constitute a waiver by IFS of any of its rights to enforce Buyer's obligations under these Terms, including the obligation of Buyer to make payments as required under these Terms.
 7. **Security Interest.** To secure Buyer's prompt and complete payment and performance of any and all present and future indebtedness, obligations and liabilities of Buyer to IFS, Buyer hereby grants to IFS a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. IFS may file a financing statement for the security interest and Buyer shall execute any statements or other documentation necessary to perfect IFS' security interest in the Goods. Buyer also authorizes IFS to execute, on Buyer's behalf, statements or other documentation necessary to perfect IFS' security interest in the Goods. IFS is entitled to all applicable rights and remedies of a secured party under applicable law.
 8. **Provisions Applicable to Equipment Sales.** Equipment sold hereunder shall be governed by the additional terms of this Section 8.
 - (A) All Equipment sales are final. Non-defective Equipment may only be returned for credit and such Equipment: must not have been used; must be of current design; must be unopened, complete and in the original packaging; must be in good condition, as determined by IFS, in its sole discretion; and must be returned with an Equipment return authorization ("Equipment RA") number provided by IFS. In respect of such returns, credits shall be issued for any non-defective Equipment deemed acceptable by IFS at the invoiced purchase price, less any discounts taken. No refunds will be issued for non-defective Equipment. All non-defective Equipment purchased in error (ordered in excess or incorrectly ordered) must be returned within thirty (30) days of purchase to receive credit for the full purchased amount. All non-defective Equipment must be returned freight prepaid to IFS' facility detailed in the Equipment RA. At IFS' discretion, IFS shall return to Buyer all Equipment not eligible for return or returned without an Equipment RA, freight collect, or hold such Equipment for Buyer's account at Buyer's expense.
 - (B) Any Equipment manufactured by a third party manufacturer may be covered by a third party manufacturer warranty. It shall be handled by obtaining an Equipment RA from IFS and completing any additional steps as may be necessary to satisfy the warranty status of such Equipment. Such third-party manufacturer may require Equipment be sent to them by Buyer for inspection.
 - (C) All other Equipment warranties (such as generators, compressors, air dryers, etc.) must be filed through the respective Equipment manufacturer. Equipment warranty registration, if applicable, is the sole responsibility of the Buyer to file, complete, and obtain.
 9. **Limited Warranty and Disclaimer.**
 - (A) IFS makes certain limited warranties regarding HBS Products solely to and for the premises owner's benefit, being IFS' standard limited warranty in force when the HBS Product is delivered, installed as set out in the applicable written document titled 'Limited Warranty' on the following website www.huntsmanbuildingsolutions.co.uk/warranty and all additional

requirements as set out in such applicable document www.huntsmanbuildingsolutions.co.uk/warranty(the "Limited Warranty").

(B) IFS warrants to the Buyer that the HBS Product will conform to the product specifications set forth in the 'Liquid Component Properties' of the product's Technical Datasheet published at the time of purchase on the website www.huntsmanbuildingsolutions.co.uk/tech.

(C) Except for the limited warranty to premises owners in section 8(a) and the limited warranty to the buyer under section 8(b): To the fullest extent permitted by law, neither ifs nor any person on ifs' behalf has made or makes any express or implied representation or warranty whatsoever, including any warranties of: (1) merchantability; (2) fitness for a particular purpose; (3) non-infringement; or (4) performance of hbs products to local building regulations or country of import, whether express or implied, arising by law, course of dealing, course of performance, usage of trade or otherwise, all of which are expressly disclaimed, and (ii) buyer acknowledges that it has not relied on any representation or warranty made by ifs, or any other person on ifs behalf, except as specifically described in section 9(a) or 9(b).

(D) Equipment (as defined above) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the HBS Products. Such Equipment is not covered by the warranty in Section 9(a) or 9(b). For the avoidance of doubt, ifs makes no representations or warranties with respect to equipment, including any (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (iii) warranty of title; or (iv) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

(E) Buyer's EXCLUSIVE remedy against IFS for any claim for, or arising out of any HBS Products tendered to Buyer **is the replacement, free of charge, of the defective HBS Product in its liquid form after inspection and approval of IFS or any of its representatives**, or alternatively, at IFS's sole election, a credit of the invoiced purchase price less any discounts taken. For clarity any other costs, such as labor costs or transport costs, do not form part of the remedy set forth herein.

(F) Buyer agrees that it shall not make any representations to customers, potential customers or any third party with regard to the HBS Products or any aspect or functionality thereof beyond the Limited Warranty. Any warranty exceeding or deferring from IFS' Limited Warranty offered by Buyer to (potential) customers or any third party shall be Buyer's sole liability.

10. Limitation of Liability.

(A) In no event shall ifs be liable for any consequential, indirect, incidental, special, exemplary, or punitive damages, lost profits or revenues or diminution in value, arising out of or relating to any breach of these terms, whether or not the possibility of such damages has been disclosed in advance by buyer or could have been reasonably foreseen by buyer, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

(B) in no event shall ifs' aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the price of the goods or shipment at issue.

It is expressly understood that IFS is not responsible for and will not be held liable for any damage and/or injury caused to buildings, contents, products or persons by reason of negligence of the Buyer or any other party or its agent in the handling or installation of any of the Goods sold to Buyer by IFS, including any damage or injury that may arise because of a failure to following IFS' or HBS's written instructions, advice and/or guidelines as to the storage, installation, commissioning, safe handling, use or maintenance of the Goods provided at www.huntsmanbuildingsolutions.co.uk/tech.

(C) Nothing in this Agreement shall limit or exclude IFS's liability

for (i) death or personal injury caused by its negligence, or that of its employees (as applicable); or (ii) fraud or fraudulent misrepresentation by it or its employees.

11. Notice of Claims.

Notwithstanding anything to the contrary in this agreement, within ninety (90) days after buyer learns, or should reasonably have learned, of any claim with respect to any goods, buyer will inform ifs in writing of the claim or the claim is waived.

12. Indemnification.

Buyer shall defend, indemnify and hold harmless ifs and its parent, affiliated companies, officers, agents and employees from any and all claims, demands, delays, actions, damages, liabilities and costs (including reasonable attorneys' fees) (collectively, "claims") for buyer's breach of an order or these terms, or for death or injury to any person or persons and for damage or loss of any property caused by, arising from or in any way connected with buyer's use of the goods purchased hereunder, or any acts or omissions of buyer or its sub-contractors, agents or employees, and regardless of whether any such death, injury, or property damage is also caused in part by the negligence or other liability of ifs. IFS will give buyer reasonable notice of any claims and permit buyer to control the defense thereof. If buyer should fail to assume its obligations hereunder within fourteen (14) days of receipt of such notice, including buyers' obligations to pursue and pay for the defense thereof, ifs will have the right, but not the obligation, to defend itself and require from buyer reimbursement of any and all reasonable costs and expenses (including attorneys' fees) buyer may not enter into any settlement or compromise of any claims without the express written consent of ifs.

13. Compliance with Law.

Each party agreed to comply with applicable data protection law (including the General Data Protection Regulation 2016/679 and the UK Data Protection Act 2018). Each party is obliged: a) not to give, promise or offer any Bribe, or request, agree to receive or accept any Bribe, in connection with this Agreement or its dealings with the other party (this applies whether the Bribe is direct or through another party, and whether or not it involves a government official); b) to have in place adequate procedures to prevent those performing services on its behalf from committing Bribery; and c) to keep accurate and true records that are not misleading of all payments made in connection with this Agreement or its dealings with the other party. For the purposes of this clause a Bribe means: any payment or transfer of value or any other payment commonly held to be improper, and any act that would breach the US Foreign Corrupt Practices Act, the UK Bribery Act 2010 or any equivalent legislation of any OECD member state or other country shall be considered a Bribe for the purposes of this clause (a "Bribe" and "Bribery"). A breach of the present clause by either party shall entitle the non-breaching party to terminate this or any other agreement, understanding, or the like, immediately upon written notice and the party found in breach of this clause shall indemnify and keep the other party indemnified against all actions, proceedings, costs, claims, demands and expenses arising from such a breach and termination. Additionally, Buyer shall comply with all laws, regulations and ordinances applicable to this Agreement (including these Terms), the Goods or the operation of its business. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement and for the proper utilization of the Goods. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance unless agreed to otherwise by IFS in writing.

14. **Provisions Applying to HBS Products.** Buyer will comply with the additional provisions of this Section [12]. Buyer is responsible for the safe application and installation of all Goods purchased from IFS. **For clarity, Buyer shall in no event be entitled to resell the Goods purchased from IFS and Buyer shall not be**

entitled to appoint resellers for the Goods. In furtherance of the aforementioned application and installation obligation agrees to: (A) Have Buyer's personnel and any other third party involved by Contractor, on whatever basis, (hereinafter, "Personnel") in the handling or installing the HBS Products **certified** in such countries where there are mandatory or voluntary certifications relating to spray polyurethane foam in accordance with the mandatory or voluntary certification programs. Contractor shall involve in the handling and installing of the HBS Products only Personnel that is fully trained and certified in the aforementioned sense.

(B) **At all times apply and have all Personnel apply the HBS Products** in compliance with (i) all national rules, applicable building regulations, regulations and guidance on best practices concerning the **handling and/or installation of spray polyurethane foam**, when issued, and (ii) the applicable relevant HBS Product specific guidelines that can be found in the Contractors/ Applicators section of the Technical Library at www.huntsmanbuildingsolutions.co.uk/tech.

In the event of a conflict or inconsistency between any of the aforementioned rules, regulations, guidance on best practices and the relevant HBS Product specific guidelines the most stringent (i.e. the more safety cautious) rule, regulation and/or guideline (as relevant) shall be complied with.

(C) **At all times comply with and have all Personnel comply with** all applicable product labels, Safety Data Sheets, Technical Data Sheets and the relevant applicable **HBS Product specific guidelines** which can be found at www.huntsmanbuildingsolutions.co.uk/tech as well as with all national rules, regulations and guidance on best practices concerning the handling and/or installation of spray polyurethane foam, when issued.

In the event of a conflict or inconsistency between any of the aforementioned rules, regulations, guidance on best practices and the relevant HBS Product specific guidelines the most stringent (i.e. the more safety cautious) rule, regulation or guideline (as relevant) shall be complied with.

(D) Provide appropriate **personal protective equipment** for all Personnel on the jobsite in accordance with applicable health and safety regulations and relevant Safety Data Sheets and implement a procedure and documented maintenance program for the personal protective equipment.

(E) Provide, use and maintain **workspace ventilation** during and after the spray process to install the HBS in accordance with (i) all national rules, regulations and guidance on best practices concerning the handling and/or installation of spray polyurethane foam, when issued, and (ii) the relevant HBS Product specific guidelines that can be found in the Contractors/ Applicators section of the Technical Library at www.huntsmanbuildingsolutions.co.uk/tech.

In the event of a conflict or inconsistency between any of the aforementioned rules, regulations, guidance on best practices and the relevant HBS Product specific guidelines the most stringent (i.e. the more safety cautious) rule, regulation or guideline (as relevant) shall be complied with.

(F) Comply with the re-entry and re-occupancy time for the relevant HBS Product as set forth in the Product Application Guide, which can be found on www.huntsmanbuildingsolutions.co.uk/tech.

(G) Maintain **spray equipment** in accordance with the applicable HBS Product Application Guides and Technical Data Sheets that can be found in the Technical Library at www.huntsmanbuildingsolutions.co.uk/tech Buyer shall also provide all Personnel with all the equipment and documentation mentioned under item (b) above.

Never mix products and/or components unless specifically allowed in the Application Guide which can be found on www.huntsmanbuildingsolutions.co.uk/tech. Buyer shall not mix and shall ensure that its Personnel (as defined above) shall not mix different manufacturer's products together (for example, without being limited thereto, two manufacturer's open cell resins,

different isocyanates)

(H) Abide by the minimum and maximum thicknesses designated on the Technical Data Sheet(s) for the relevant HBS Product.

(I) Comply with all applicable **building regulations**.

(J) Keep accurate **records of job site activity and information** in accordance with the rules, regulations, guidelines and HBS Product specific guidelines as set forth above under item (c) . Examples of Daily Job Site Reports can be found in the Contractors/ Applicators section of the Technical Library at www.huntsmanbuildingsolutions.co.uk/tech

(K) **Train** Personnel to comply at all times with the requirements set forth in this Agreement, in accordance with all applicable health and safety regulations;

(L) Remain in good standing with IFS' credit terms, if applicable; and

(M) Keep and maintain in effect at Buyer's sole cost and expense comprehensive general liability, broad form property damage and personal injury insurance with coverage to include premises operations, product liability, completed operations, hazard, contractual liability (specifically insuring the liability assumed under this contract) with minimum limits of liability of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate as well as Workers Compensation /Employers Liability insurance within statutory limits and in accordance with applicable laws of the state and jurisdiction of the premises where operations are performed by Contractor and/or Contractor's Personnel (i.e. Contractor's personnel and any other third party involved by Contractor). Such insurance shall be issued by a company having an A.M. Best rating of A-VIII or higher. Buyer will cause each policy to provide that it is primary insurance to and non-contributing with any other insurance carried by IFS, shall list IFS as an additional insured and shall obligate the insurer and the insurance agent of record to give IFS not less than thirty (30) days prior written notice in the event of policy cancellation, non-payment, or any material change therein.

Buyer shall cause all insurance policies to contain a waiver of subrogation in favor of IFS.

The provisions of this insurance requirement shall not be construed to limit in any way Buyer's indemnity or other obligations in this Agreement.

Buyer shall regularly access and review the documents referenced in italics above on the Website to obtain timely notice of any revisions, and such documents are incorporated herein by reference and as an integral part of this Agreement, to the same extent as if they were set forth verbatim herein. IFS will also provide Buyer with a physical copy of any document referenced in italics above upon Buyer's written request.

15. **Termination.** In addition to any rights or remedies that may be provided or available to IFS under these Terms or at law, IFS may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Buyer waives any claims against IFS for loss or damage of any kind arising out of related to IFS' termination of this Agreement in accordance with its terms.

16. **Waiver.** No modification, change or waiver by IFS of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by an authorized officer of IFS. Any purported modification, change or waiver failing to comply with the immediately preceding sentence shall not be binding on IFS. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single, partial exercise of any right, remedy, power or privilege hereunder (or failure to exercise any right, remedy, power or privilege hereunder) precludes any

other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. Confidential Information

(A) All non-public, confidential or proprietary information of IFS, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by IFS to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement ("Confidential Information") is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by IFS in writing. Upon IFS' request, Buyer shall promptly return all documents and other materials received from IFS. IFS shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is established by documentary evidence to be: (i) in the public domain; (ii) known to Buyer at the time of disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party. In case of violation of this clause 16.1 IFS shall be entitled to claim the full compensation of the damages suffered as a consequence of such violation, with a minimum of EUR100,000.00.

(B) Upon termination of this Agreement Buyer shall immediately return to IFS all of IFS' Confidential Information. Buyer shall also delete all references to HBS Products. By way of examples, without being limited thereto Buyer shall delete all references to Huntsman Business Solutions.

(C) In case of violation of clause 16.2 and/or clause 17 of these Terms IFS shall be entitled to claim the full compensation of the damages suffered as a consequence of such violation, with a minimum of EUR1,000.00 per day of delay.

- 18. Trademarks.** Subject to these Terms, IFS hereby grants Buyer a non-exclusive, non-transferrable and non-sublicensable license to use the Trademarks (defined hereafter) solely in connection with the promotion, advertising and installation of the HBS Products in accordance with the terms and conditions of this Agreement. "Trademark" means all trademarks, design marks, service marks, slogans, and logos, in each case whether registered or unregistered, owned by or licensed to IFS HBSand directly related to the HBS Products. Other than the express licenses granted by this Agreement, IFS grants no other right or license to Buyer, by implication, estoppel or otherwise, to any intellectual property rights HBS to either of their affiliates. Buyer shall use the Trademarks in accordance with any instructions provided by IFS. Buyer shall not use the Trademarks without the prior written consent of IFS, which may be given after review and approval of any proposed use of the Trademarks submitted by Buyer. Buyer shall not at any time take any action that might harm or damage the Trademarks or the ownership rights therein. Any and all use of the Trademarks by Buyer inures to the benefit of IFS HBSand its affiliates. Buyer will immediately discontinue the use of any Trademark and/or change the manner in which a Trademark is displayed or used when requested by IFS. Upon termination of this Agreement, Buyer's rights under this Section cease immediately, and Buyer shall immediately cease all display, advertising, promotion and use of all of the Trademarks and shall not thereafter display, advertise, promote or use any trademark, trade name or product designation or any element thereof that is similar to or confusing with the Trademarks or with any trademark, trade name or product designation associated with IFSHBS or its affiliates or any HBS Products. By way of examples, without being limited thereto, upon termination, Buyer shall delete all references to the Trademarks, HBS Products, logos, photos, and return all marketing materials, co-branded items and remove any mention of the Trademarks from brochures, business cards, invoices, or vehicles.

Credit Buyer authorizes IFS to contact consumer credit reporting agencies, all bank, credit and trade references provided to IFS by

Buyer to verify Buyer's credit standing, and Buyer authorizes the release of the aforesaid information to IFS. Buyer's credit limit may be increased or decreased at the discretion of IFS, without written notice and without affecting any personal guarantees. Buyer agrees to provide IFS with prompt written notice of any change in Buyer's name, address, ownership, or form of business entity, and such notice should be mailed to or emailed to IFS, at customerserviceUK@huntsmansolutions.com

- 19. Force Majeure.** IFS shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of IFS or making the performance of IFS' obligations either impossible or unusually onerous including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), supply or transport issues, inability or delay in obtaining supplies of adequate or suitable materials, materials or equipment, breakdown or telecommunication breakdown or power outage, cyber-attacks.
- 20. International Trade Compliance.** Buyer shall comply with all applicable export control, trade embargo laws, rules and regulations (including, but not limited to, the U.S. Export Administration Regulations and the European Union Export Control Regime) and related Huntsman policies and shall not resell export, re-export, distribute, transfer or otherwise dispose of materials, directly or indirectly, without first obtaining all necessary written consents, permits and authorizations and completing such formalities as may be required by any such laws, rules and regulations.
- 21. Assignment.** Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of IFS. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement. This Agreement is binding on and inures to the benefit of the parties and their respective permitted successors and permitted assigns.
- 22. Relation of the Parties.** The parties to this Agreement are independent contractors and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, franchise, business opportunity or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 23. No Third-Party Beneficiaries.** Except as set forth in the immediately following sentence, this Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Buyer and IFS hereby designate IFS' parent, affiliated companies, officers, agents and employees as third-party beneficiaries of Section 11 of this Agreement having right to enforce Section 11.
- 24. Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of England and Wales without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the those of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 25. Submission to Jurisdiction.** Buyer agrees that any legal suit, action or proceeding of any kind whatsoever arising out of or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud or statutory

- claims, shall be instituted the English courts competent for the city of King's Lynn, Norfolk, United Kingdom. A final judgment in any legal suit, action or proceeding is conclusive and maybe enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
26. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth within an Order or to such other address that may be designated by the receiving party in writing. All Notices shall be deemed given to a party: (i) when delivered by personal delivery; (ii) when delivered by a nationally recognized overnight courier (with all fees pre-paid), (iii) when sent by facsimile with confirmation of transmission, or (iv) three days after mailing if sent by certified or registered mail, return receipt requested.
27. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon the determination that any provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
28. **Attorneys' Fees.** IFS shall be entitled to recover reasonable attorney's fees and costs of court in any action to enforce this Agreement. Without limiting the generality of the foregoing, Buyer will be responsible for and agrees to promptly pay any fees or expenses, including without limitation attorneys' fees, collection agency fees, and litigation expenses, incurred by IFS in connection with collecting any and all amounts owed to IFS under this Agreement.
29. **Survival.** Provisions of these Terms which by their nature should apply beyond their **terms will remain in force after any termination or expiration of this Agreement including**, but not limited to, the following Sections: 5, 6, 7, 8, 9, 10, 11, 12, 14, 17, 18, 24, 25, 26, 27, 28, 30 and 31.
30. **Interpretation.** For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments and appendices mean the sections of, and exhibits, schedules, attachments and appendices attached to, this Agreement; (y) to an agreement, instrument, website or other document means the agreement, instrument, website or other document as amended, supplemented and modified from time to time; and (z) to a statute means the statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be interpreted without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set out verbatim herein. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
31. **Further Assurances.** On IFS' request, Buyer shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts necessary to give full affect to any Order or this Agreement.
32. **Counterparts.** Any written agreements between IFS and Buyer may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement and a signed copy delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of the agreement.