



Blue Cube Chemicals Italy S.r.l.*

General Terms and Conditions of Purchase

§ 1 Scope of Application

(1) The purchases and the acceptance of deliveries and services (hereinafter collectively, the "Deliveries") by the customer shall take place only in accordance with the following terms and conditions. These terms and conditions shall apply with respect to all suppliers of the customer, including, without limitation to, enterprises, legal entities under public law, and special funds under public law (the "Supplier"). By accepting these terms and conditions without any objections, the Supplier declares its consent to their exclusive applicability for the respective delivery as well as for all subsequent business transactions. The customer does not recognize, nor accept, any terms and conditions, which conflict with or deviate from these terms and conditions, unless the customer has expressly agreed to their applicability in writing. The terms and conditions of the customer shall in any case exclusively apply even if the customer accepts the deliveries without reservations despite being aware of conflicting or deviating terms and conditions of the Supplier.

(2) The customer reserves the right to amend its general terms and conditions of purchase from time to time. The Supplier shall be deemed to have declared its consent to the exclusive applicability of the amended terms and conditions if the Supplier does not object to their applicability in writing within one week of their receipt and the customer has specifically notified the Supplier of the significance of its actions in connection with the announcement of the amended terms and conditions.

§ 2 Offer, Acceptance, Transfer of Orders and Cost Estimate, Confidentiality

(1) An order shall also be based on the related documentation such as drawings, technical delivery conditions, building regulations, and material specifications, etc. as well as the relevant accident prevention and occupational health and safety regulations. The disclosure of any documents to third parties is only permitted with prior written consent of the customer.

(2) Performance specifications or information on technical, physical, chemical, mechanical or other characteristics and DIN, VDE or other contractually agreed in-house or work standards shall apply as quality guarantees according to the particular reference made at the time of concluding the contract.

(3) The Supplier shall be obligated to accept and confirm the order within 10 working days from the order date. Any additions, restrictions or other deviations from the order or the associated documentation require the prior written consent of the customer.

(4) Transferring orders to third parties is only permitted with the prior written consent of the customer. Even if such consent is granted, the third party engaged by the Supplier shall be deemed its vicarious agent; therefore Supplier shall hold harmless and indemnify customer for any and all damages caused by the third party.

(5) Unless otherwise agreed in writing, cost estimates prepared by the Supplier shall be binding and free of charge.

(6) The Supplier shall keep the order and the conclusion of the contract as well as the contractual terms and conditions confidential. The Supplier may only mention the order as a reference or for advertising purposes with the prior written consent of the customer.

§ 3 Prices, Terms of Payment, Rights of Offset and Retention of the Customer

(1) The prices specified in the order are fixed prices including packaging plus the statutory value-added tax. Reserving the right to increase prices requires the explicit written consent of the customer.

(2) All invoices must be prepared in duplicate and must always specify the order, article and delivery note number of the Supplier. Invoices are to be issued in the currency of the contract. The customer does not accept the application of gold or currency clauses.

(3) At the customer's option, invoices shall be paid 60days, whereby the term of payment shall first commence after receipt of a verifiable invoice on the delivered material or after acceptance of the service to be rendered including the order documents and certificates. All payments shall be made without prejudice to the rights of the customer provided for by the law in case of defective delivery. To the extent that notices of defects have already been made within the due date of payment, the customer shall be entitled to withhold payments in reasonable amounts. Moreover, the customer shall be entitled to assert rights of offset and retention to the extent permitted by the law.

§ 4 Assignment, Rights of Offset and Retention of the Supplier

(1) The assignment of the Supplier's receivables under the contract to third parties shall only be permitted with the prior written consent of the customer. The collection of receivables by third parties shall be excluded.

(2) Offsetting against claims of the customer resulting from the business relationship shall only be permitted with claims that have been determined to be legally binding by a court of law or that have been explicitly acknowledged by the customer. The same shall apply for the assertion of any rights of retention by the Supplier.

§ 5 Serial Delivery, Sale by Sample

(1) The delivery of a series may not be commenced until the customer has accepted the initial sample in writing. In this case as well as in other cases in which the placing of an order, delivery, etc. depends on the approval of a sample, a sale by sample according to art. 1522, first paragraph, Italian civil code shall exist. To the extent that the characteristics (e.g. dimensions) of the ordered parts or services have been specified in the documents of the customer or in other regulations, the Supplier shall provide notice in advance of any intended changes after the order has been placed (if necessary, by providing samples). Any changes require the written consent of the customer. To the extent that such changes concern the suitability of the delivered object or service for the intended purpose, the customer can reject the change and either demand delivery in accordance with the order or withdraw from the order without compensation.

(2) The customer's consent to drawings, calculations and other documents shall not affect the sole responsibility of the Supplier for the delivery. This shall also apply for any suggestions, recommendations and contributions of the customer.

§ 6 Withdrawal

If the customer becomes aware of any circumstances concerning the Supplier, which give rise to reasonable doubts as to the proper execution of the order, the customer shall be entitled to withdraw from the contract with respect to the outstanding Deliveries without compensation.

§ 7 Delivery, Default, Force Majeure, Packaging, Partial Deliveries and Transfer of Risk

(1) The dates of delivery or performance are binding, whereby the receipt of the delivery or the performance of the service at the agreed destination shall be decisive.

(2) In the case of default in delivery, the customer shall be entitled to the payment of liquidated damages in the amount of 0.5% of the order price per completed week, however, no more than a total of 5%, for the damages caused by default, or have the services that have not yet been rendered performed by a third party at the expense of the Supplier upon expiration of

a grace period that has been granted by the customer. The right to assert further claims (including for further damages) shall remain reserved.

(3) Force majeure, labor disputes, unrest or other circumstances for which the customer is not responsible and which lead to business disruptions shall release the customer from any duty to accept any delivery or provide compensation for damages for the duration and extent of the effects of such events.

(4) Unless otherwise agreed, the delivery shall be made free of charge to the destination specified by the customer at the risk of the Supplier; in the case of collection by the customer, the customer shall be reimbursed the freight costs. In the case of delivery ex works, the Supplier shall be obligated to select the shipping method that is most favorable for the customer if the shipping method has not been specified.

(5) The Supplier shall only be entitled to make excess, short or partial deliveries if and to the extent that the customer has consented in writing.

(6) The goods are to be properly packed. Reusable and returned packaging is to be credited to the customer. If any packaging or shipping requirements that may have been specified by the customer are not observed, the customer shall be entitled to refuse to accept the goods without thereby falling into default of acceptance.

(7) Unless proven otherwise, the values determined by the customer during the quantity control shall be decisive for quantities, weights and dimensions.

(8) The Supplier shall immediately notify the customer in writing if circumstances arise or become apparent to the Supplier, which indicate that the specified delivery time or the agreed specifications cannot be met.

§ 8 Claims for Defects

(1) The Supplier warrants that its performance fulfills the recognized standards of technology, all applicable standards, and the contractually agreed qualities as well as the applicable safety regulations, and is also otherwise free from any material or legal defects.

(2) The customer shall be obligated to inspect the goods for any quality or quantity deviations to the extent that and as soon as this is feasible in accordance with the proper course of business. The customer shall provide notice of any defects upon their discovery. In this respect, the Supplier waives the right to object on the grounds of a delayed notice of defects.

(3) Material defects shall become time-barred after a period of 24 months from the date of the initial operation, but no later than 36 months after delivery. The customer shall be entitled to the full length of any longer statutory periods of limitation according to art. 1490 and following provisions of the Italian Civil Code. In the case of legal defects, the Supplier shall additionally indemnify the customer against any claims of third parties. Claims due to legal defects shall become time-barred after a period of 10 years.

(4) The customer shall be entitled to all statutory claims for material and legal defects without any limitations unless otherwise agreed in the following provisions.

(5) The customer shall have the exclusive and full right to select the preferred type of subsequent performance among termination, reduction of the price, replacement or remedying of the defect. The Supplier shall be entitled to refuse the type of subsequent performance selected by the customer only under the conditions specified in art. 1492, third paragraph, Italian Civil Code.

(6) If the customer selects the delivery of an object that is free from defects as the type of subsequent performance, the customer shall then be entitled to return the defective object at the Supplier's expense and demand a defect-free replacement; for accounting reasons, the returned goods shall be debited on a value basis and the delivery of the replacement shall be charged again; the period of limitation shall begin anew with the delivery of the replacement.

(7) If the customer selects the remedying of the defect at the Supplier's expense as the type of subsequent performance, the customer shall be entitled to remedy the defect itself at the Supplier's expense or have the defect remedied by a third party in the case of imminent danger and if the Supplier does not immediately begin to remedy the defect; the period of limitation for claims for defects shall begin anew on the date on which the defect has been completely removed. The defect shall not be deemed completely removed until confirmed by the customer in writing.

(8) The right to compensation for damages remains explicitly reserved. The Supplier shall be liable for any damages resulting from the defectiveness according to the statutory provisions.

(9) If a material defect becomes apparent within 6 months of the transfer of risk, it shall be assumed that the contractual object was already defective at the time of the transfer of risk, unless this assumption is incompatible with the type of object or defect.

§ 9 Recourse

(1) If the object manufactured and/or sold by the customer had to be taken back or the purchase price had to be reduced as a result of the defectiveness of the delivery or the customer considers itself exposed to other claims for defects for this reason, the customer shall be entitled to seek recourse against the Supplier without granting the otherwise required grace period.

(2) If the customer should incur any shipping, handling, labor or material costs, or costs for the inspection upon receipt or quality control exceeding the ordinary scope, the Supplier shall reimburse such costs. The same shall apply for any expenses which the customer must bear in relation to its customers due to their claims for subsequent performance.

(3) In deviation from § 8 (3), any claims shall become time-barred in the case of recourse no earlier than 12 months after the date on which the customer has fulfilled the claims of its customers, however, no later than 5 years after the delivery by the Supplier.

§ 10 Product Liability, Recall, Indemnification, Insurance Coverage

(1) If any product liability claims or other claims due to material or legal defects are asserted against the customer, the Supplier shall indemnify the customer against such claims upon first demand if and to the extent that such damages were caused by a defect in its delivery. In cases of fault-based liability, this shall only then apply if the Supplier is at fault. If the cause of the damage lies within the customer's scope of responsibilities, the Supplier shall bear the burden of proof in this respect.

(2) The Supplier shall bear all costs incurred in this connection, in particular any costs for the legal defense of the customer and any recall actions. The customer shall inform the Supplier of the content and scope of such recall actions to the extent possible and reasonable. The right to assert any further statutory claims shall remain reserved.

(3) The Supplier shall be obligated to obtain sufficient insurance coverage against product liability risks and other risks specified in § 10 (1) and provide the customer with verification in this regard at any time.

§ 11 Industrial Property Rights, Confidentiality

(1) The Supplier warrants that the rights of third parties shall not be infringed in connection with its Deliveries. If claims are asserted against the customer by a third party due to such infringement, the Supplier shall indemnify the customer upon its first written demand.

(2) Documents or manufacturing equipment of any kind as well as samples, drawings, models, tools, etc., which are made available to the Supplier by

the customer or paid for by the customer, may only be used for the production for and delivery to the customer, and may not be given to third parties or used for the Supplier's own purposes. Such items are to be kept confidential and are to be immediately returned in perfect condition without retaining any copies, individual items, etc. or destroyed at the request of the customer as soon as the order has been completed, or as soon as it has been established that an order will not be placed, or as soon as the supply relationship has ended. The obligation to maintain confidentiality shall also apply after the execution of this agreement; such obligation shall lapse if and to the extent that the knowledge contained in the provided documents has become known to the general public. The customer reserves the property rights and copyrights to the documents, manufacturing equipment, etc. specified in § 11 (2) sentence 1.

(3) The Supplier may not deliver to third parties any semi-finished or finished products manufactured according to the specifications of the customer, even if parts are concerned which the customer has rejected as defective. Such defective parts are to be destroyed at the Supplier's expense.

(4) For every breach of the duties regulated in this § 11, the Supplier shall pay the customer a contractual penalty in the amount of 5% of the gross value of the concerned order or the products manufactured with the concerned equipment. The customer reserves the right to assert claims for higher damages.

§ 12 Liability of the Customer

Claims for damages of the Supplier, shall be limited to cases of willful misconduct and gross negligence. In the case of other damages caused by slight negligence, the customer shall only be liable in the case of a breach of an essential contractual obligation. The compensation for damages shall thereby be limited to the foreseeable damages that are typical for the contract.

§ 13 Performance by Affiliated Companies

At the request of the customer, any of its contractual obligations can also be fulfilled by a different company directly or indirectly belonging to Olin Corporation. The legitimate interests of the Supplier are to thereby be given adequate consideration. As long as the performance is equivalent, the concerned contractual obligations shall be deemed fulfilled.

§ 14 Entering Company Premises

The Supplier shall ensure that persons, who enter the premises of the customer in order to fulfill the contract, observe the plant regulations.

§ 15 Place of Performance, Legal Venue, Applicable Law

(1) Unless otherwise specified in the order, the place of performance for all Deliveries and payments shall be Milan.

(2) The Parties submit to the exclusive jurisdiction of the Court of Milan. The customer shall also be entitled to file suits against the Supplier at the court located at its place of business.

(3) This contract and its interpretation shall be governed by Italian law, with the exclusion of the provisions of international private law. The UN Convention on the International Sale of Goods (CISG) shall not apply.

§ 16 Data Storage

(1) The customer and all other companies directly or indirectly belonging to the Olin Corporation shall be authorized to collect, store, process, handle and transmit within the Group the data pertaining to the Supplier, its employees and assignees (if any) ("Data"), if received in connection with this contract in accordance with the Data Protection Code (Legislative Decree 196/2003)

(2) The Supplier hereby acknowledges not only to consent to the collection, storing, treatment, handling and transmission of the Data, but also to have been informed of the purposes and modalities of the Data treatment in accordance with art. 13 of Data Protection Code.

§ 17 Compliance with Legislative Decree 231/2001 and Ethical Code

17.1 The Supplier expressly declares to be acquainted with the principles of Legislative Decree n. 231/2001 as subsequently amended. The Supplier agrees to comply, and to procure any of its employees and assignees (if any) to comply, throughout the entire duration of the contractual relationship with the provisions contained in the organizational and managerial model implemented by the customer pursuant to the Legislative Decree n. 231/2001. The Supplier agrees to comply, and to procure any of its employees, to comply, throughout the entire duration of the contractual relationship with the customer's Code of Ethics.

17.2 Any failure by the Supplier to comply with Section 17.1 above, in whole or in part, constitutes a material breach of these terms and conditions of purchase. In such case of material breach, the customer shall have the right to:

(i) suspend payment under this contract until the breach is remedied by the Supplier or

(ii) to terminate with immediate effects, such termination to be communicated in writing by registered letter with return receipt.

18.3 It is understood that, in case of breach of Section 17.1 above, the Supplier shall bear all costs and expenses related to such breach and hold the customer harmless in relation to any damages arising out thereof.

In accordance with art. 1341 Italian Civil Code the Supplier expressly accepts the following sections of the general terms and conditions of purchase:

Section 1 (2) (Scope of Application); Section 6 (Withdrawal); Section 7 (Delivery, Default, Force Majeure, Packaging, Partial Deliveries and Transfer of Risk); Section 8 (Claims for Defects); Section 10 (Product Liability; Recall, Indemnification, Insurance Coverage); Section 12 (Liability of the Customer), Section 15 (2) (Place of Performance, Legal Venue, Applicable Law).

For acceptance

The Supplier

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