



## CABOT STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. **CERTAIN DEFINITIONS:** Reference to "products" herein shall include, without limitation, goods, services, work and data, expressly or impliedly, ordered herein or delivered hereunder, or any part thereof. Whenever used in this order, the following terms shall have the indicated meanings unless the context otherwise requires: (a) "order" or "purchase order" shall mean Buyer's purchase order including all referenced addenda and attachments setting forth the terms and conditions of purchase of products provided for herein; (b) "work" shall mean the furnishing, doing or performing by Seller of all goods, services and other products required under this order; (c) "goods" shall include all materials, equipment and supplies to be furnished by Seller under this order; and (d) "delivery" shall be the act of transferring possession of products to Buyer.
2. **ACCEPTANCE; ENTIRE AGREEMENT:** Seller's acceptance or acknowledgment of Buyer's order or its commencement of performance shall constitute acceptance of the terms and conditions herein. Buyer's order which includes these terms and conditions and any agreement with Buyer or its affiliates specifically referenced by Buyer in the special provisions of the order (a "Buyer Referenced Agreement") represent the entire agreement (the "Agreement") of the parties and may not be changed, modified or revised unless in writing and signed by the authorized representative of Buyer. In case of conflicting terms the following order of precedence will apply: 1. Buyer's special provisions of the purchase order, 2. any Buyer Referenced Agreement or Formal Agreement (as defined below), 3. the Cabot Standard Purchase Order Terms and Conditions. The express terms and conditions hereof supersede any prior understanding, whether written or oral, and control any course of dealing or usage of trade. Notwithstanding the foregoing, (i) any existing confidentiality agreements between Seller and Buyer are not superceded, and continue to remain in effect in accordance with their terms; and (ii) to the extent that the order does not reference a Buyer Referenced Agreement and Buyer and Seller have previously executed a formal written agreement specifically governing the purchase of the products covered by this order (a "Formal Agreement"), any additional or conflicting terms provided in the Formal Agreement shall control over the terms and conditions provided herein. None of the terms and conditions contained in any Seller terms or conditions of sale, proposal or any other document shall be of any effect except as explicitly set forth herein. Notwithstanding anything to the contrary, Buyer hereby expressly rejects, and does not agree to, any other terms and conditions such as those contained in any proposal or order acceptance prepared or delivered to Buyer by Seller or its representatives.
3. **QUANTITY; INVOICING; PAYMENT:** All documents and correspondence, i.e. letters, invoices, shipping documents, etc. shall state clearly Buyer's Purchase Order number. Products shipped in excess of quantity designated in Buyer's order may be returned at Seller's expense. Invoices shall not be submitted until after delivery. Payment shall be due and owing in accordance with the terms of Buyer's order, and if no payment terms are specified, amounts due shall be payable net sixty (60) days from Buyer's receipt and acceptance of Seller's invoice. Moreover, if cash discounts are applicable, the cash discount period shall be calculated from the date Buyer receives the invoice. Payment shall not be construed as constituting acceptance. Buyer may pay by bank transfer, procurement card, bank draft, company check or other commercially reasonable method of payment.
4. **QUALITY, TITLE AND WARRANTIES:** Seller warrants that it shall perform any services to be performed under Buyer's order in a professional and efficient manner, using due care, skill and diligence, and in accordance with the degree of knowledge, skill and judgment customarily exercised by members of the applicable profession with respect to work of a similar nature. Seller warrants full lawful and unrestricted title to all products free and clear of all liens, restrictions, reservations, security interests or other encumbrances. Title to the products, all additional warranties and guarantees of manufacturers of equipment or appliances, as well as operation and maintenance manuals shall pass to Buyer upon the earlier of payment or delivery. All product documentation shall be in the language of the facility designated by Buyer as the receiving facility and/or in the English language. Further, Seller warrants that the products delivered hereunder shall conform to the descriptions and specifications set forth or referred to in Buyer's order shall be new (unless specified by Buyer as used), shall be of merchantable quality, shall be free from defects and deficiencies in workmanship and material, shall be free from all defects and deficiencies due to

design, and shall be fit for any intended use by Buyer which Seller has reason to know. Upon request of Buyer, Seller, at its sole expense, shall repair or replace all or any part of any product covered by this order which is discovered within one (1) year from the date it is successfully placed in operation, but no later than eighteen (18) months from date of delivery, unless a longer period is specified in Buyer's order, to be defective or deficient in material, workmanship or design or otherwise fails to meet the requirements of this order. If Seller delays in correcting any such defect, deficiency or failure, Buyer may correct same and Seller shall be liable for all costs without prejudice to Buyer's rights for breach of contract. Seller shall pay all transportation charges in connection with such repairs and replacements and such repaired and replaced goods shall be subject to the foregoing quality, title and warranty provisions for a period ending on the later of (A) the end of the period of the original warranties or (B) one (1) year from the date they are fully repaired or replaced and delivered to Buyer. The foregoing warranties do not constitute a waiver of any other rights of Buyer expressed or implied and are in addition to any warranties implied by applicable law. These warranties shall run to Buyer, its affiliates and their customers and users of its products and shall survive inspection and acceptance.

5. **AUDIT ACCESS:** Seller shall keep full and detailed accounts as may be necessary and satisfactory to Buyer for proper financial management under this Agreement. Upon thirty (30) days written notice, on an annual basis, or when an invoicing dispute arises, Buyer shall be afforded access to all of Seller's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and any other similar data and / or documents relating to this Agreement. Seller shall preserve all such records for a period of five (5) years after the final payment. Seller shall ensure that these same audit rights are provided to Buyer by each of its subcontractors providing products or services in connection with this Agreement.
6. **INSPECTION:** All products including raw materials, work in process and end items wherever located shall be subject to inspection and test by Buyer or its designee at all times prior to shipment by Seller. Final inspection and acceptance shall be at Buyer's premises by Buyer. Buyer may, at its election, (i) refuse to accept and return (at Seller's expense) any nonconforming products and terminate this order or (ii) correct any nonconforming products at Seller's expense. Any inspection, testing or other action by Buyer under this section shall not reduce or otherwise affect Seller's obligations under Buyer's order and this Agreement.
7. **DELIVERY; LABELING:** Each package shall be numbered and labeled with Buyer's order number, stock number, contents and weight, shall contain an itemized packing slip and shall be properly packed for shipment. Where applicable products shall be labeled in compliance with Cabot's Standards and Brazilian machine directives as well as applicable safety, health and environmental regulations. No charges shall be allowed for packing, crating, freight, express or cartage, unless specified by Buyer in its order. Time is of the essence hereof and if any products are not delivered within the time specified in this order, or within a reasonable time if no time is so specified, Buyer may either (i) refuse to accept such products and terminate this order, or (ii) cause Seller to ship the products by the most expeditious means of transportation whereupon any additional transportation charges in excess of those which would apply for the usual means of transportation shall be for the account of Seller.
8. **RISK OF LOSS:** Products shall be packaged and supported in a manner to ensure safety and protection during shipment and handling. Seller assumes the following risks: (a) all risks of loss or damage to all products, work in process, materials and other things until the delivery thereof as herein provided; (b) all risks of loss or damage to third persons and their property until the delivery of all the products as herein provided, (c) all risks of loss or damage to any property received by Seller from or held by Seller or its suppliers for the account of Buyer until such property has been delivered to Buyer, and (d) all risks of loss or damage to any of the products or part thereof rejected by Buyer, from the time of shipment thereof to Seller until redelivery thereof to Buyer.
9. **CHANGES:** Substitutions or additional charges of any kind initiated by Seller shall not be accepted without prior written authority from Buyer. Buyer may, by written notice, make changes within the general scope of this order to drawings and specifications, shipping and packing instructions, and place of delivery. Buyer shall have the right to make changes to work and to cancel in whole or in part at any time work covered hereby to the extent not shipped or completed prior to cancellation. Changes shall be stated in a formal order revision, or at Buyer's option, a substitute purchase order. Should any such change materially increase or decrease the cost of or the time required for performance, an equitable adjustment in the price and/or delivery schedule will be made including an allowance for obsolescence, rework or scrappage, but only for materials in process within the Seller's normal manufacturing cycle required to meet the delivery schedule. Any claims by Seller for such adjustment must be asserted in writing immediately but in no event later than fifteen (15) calendar days from the date the change is ordered or within such other period of time as may be agreed upon in writing. Failure to agree on any claim for equitable adjustment under this Clause

shall be a dispute and the Buyer and/or Seller may thereupon pursue any remedy which it may have in any tribunal of competent jurisdiction. Pending the resolution of any such dispute the Seller shall diligently perform this order, as changed.

10. **TERMINATION; SURVIVAL:** If, in the opinion of Buyer, Seller jeopardizes work or its ability to perform and deliver products as provided hereunder by delay for an unreasonable time or by reason of faulty workmanship, then, in addition to its other remedies, Buyer may upon twenty-four (24) hours notice terminate all or any part of the work or this order. Buyer may terminate this order for its convenience at any time in whole or in part as to undelivered products, in which event Buyer and Seller will negotiate an equitable settlement payment for the terminated portion consisting of Seller's actual cost to date of termination, including an allowance for obsolescence, rework or scrappage but only for materials in process within Seller's normal manufacturing cycle required to meet the delivery schedule plus a reasonable profit thereon, less any value hereof to Seller; provided, however, that in no event shall such payment exceed the amount which would have been payable hereunder for such terminated portion, if this order had not been so terminated. Buyer shall have the right to acquire any inventory relating to this order in the hands of Seller at the time of termination. Any provisions of Buyer's order and this Agreement which by their nature extend beyond the expiration or termination of Buyer's order or this Agreement (including, but not limited to, sections 3, 4, 5, 12, 13, 14, 15, 16, 18, 19, 20 and 22) shall continue in full force or effect notwithstanding the expiration or termination of Buyer's order or this Agreement.
11. **EXCUSABLE DELAYS:** Neither party shall be liable for damages for delay in delivery or acceptance of the products arising out of causes beyond its control and without its fault or negligence, including but not limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, war, acts of terrorism, fires, floods, hurricanes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, nor shall such delay effect the remainder of the order if the delay is caused by the delay of a subcontractor of Seller and if such delay arises out of causes beyond the control of both Seller and the subcontractor and without the fault or negligence of either of them. Seller shall not be liable to Buyer in damages unless the materials or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Seller to meet the required delivery schedule. Seller will notify Buyer in writing promptly, but in no event more than ten (10) calendar days after the beginning of any cause for an excusable delay, or such cause shall be deemed waived.
12. **PUBLICITY; DISCLOSURE OF ORDER:** Seller shall not, without the prior written consent of Buyer, use Buyer's name in advertising or promotional material or publicity releases or in any manner advertise or publish the fact that Buyer has placed this order with Seller or its subject matter or terms and conditions.
13. **CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY:** All information or materials, including without limitation patterns, dies or other tools and specifications, drawings, logos, marks, data or Intellectual Property (as defined below), furnished or paid for by Buyer (collectively, "Information"), shall be confidential, shall remain Buyer's property, shall be used only in the performance of orders from Buyer or Buyer's written designees, and together with all copies thereof, be delivered to Buyer or destroyed by Seller, as Buyer specifies. To the extent that Seller may obtain or have access to, or otherwise store, process or transmit, certain personal information of Buyer or Buyer's employees, contractors, agents or affiliates, Seller agrees that (i) it will comply with its obligations under all applicable privacy and data security laws, (ii) personal information will not be utilized by Seller, its contractors or agents for any purpose other than as necessary for the purpose of rendering the applicable services under this Agreement, and (iii) Seller shall maintain the privacy, security and confidentiality of personal information and treat all personal information as Information. Seller shall notify Buyer immediately, but in no event later than 24 hours after it is notified, has reason to believe, discovers, or would have discovered had it exercised reasonable diligence that there has been any (a) compromise of the security, confidentiality or integrity, unauthorized access, acquisition or unauthorized or unlawful processing of Information; (b) unauthorized intrusion into, control of, access to, modification of or use of any system that is used by Seller to secure, defend, protect or process Information; or (c) event which led Seller to suspect or would lead a reasonable person exercising a reasonable level of diligence and investigation to suspect that either (a) or (b) has occurred. As to consulting, engineering, design, research, testing or similar or related services hereunder, any inventions, improvements, copyrightable work and other work product which are first created or produced by Seller in the performance of such services for Buyer or which are based on or suggested by any Information or by any employee of Buyer or its affiliates, Seller agrees that Buyer (or its parent company) is the sole and exclusive owner of such work product, including all patents, copyrights and other intellectual property rights therein ("Intellectual Property"). All such works of authorship will be further deemed "works made for hire" to the extent allowed by law. Seller shall disclose and does hereby assign to Buyer all inventions, improvements, discoveries, techniques and processes resulting herefrom,

including Intellectual Property, and does grant Buyer the right to use for any purpose all data specified to be delivered under this order. Seller agrees to assist Buyer in every way in perfecting and recording title to such property (including all Intellectual Property) in the name of Buyer or its designee. Further, with respect to any work for Buyer that requires Seller to use Buyer's logo, names or marks, Seller shall conform to all quality standards set by Buyer, including all instructions and requirements provided by Buyer and any required trademark or copyright notices. Seller also shall provide to Buyer's representative specimens of labeled materials for quality review and approval.

14. CERTAIN BUSINESS STANDARDS/SUPPLIER CODE OF CONDUCT/AUDIT RIGHTS: (a) Seller agrees that, in connection with this order and in all its dealing with Buyer, Seller, its subcontractors and suppliers, and their respective employees, shall demonstrate high standards of ethical business behavior. Seller agrees that all reports, financial statements, billing and related data and information rendered to Buyer under this order shall properly reflect the facts of all activities and transactions relating thereto and may be relied upon as being complete and accurate by Buyer and in any further recording or reporting made by Buyer for any purpose. Seller shall notify Buyer in writing promptly upon Seller having reason to believe that any such reports, statements, data or information supplied to Buyer is no longer accurate and complete and Seller shall provide Buyer with the accurate and complete data and information in question. Seller shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Buyer's best interests. This obligation shall apply to activities of Seller and its employees and agents in their relations with Buyer's employees and their family and with vendors, subcontractors and third parties arising in connection with this order and accomplishing the work hereunder. Seller shall implement, maintain and comply with information and network security programs, practices and procedures in accordance with industry standards and applicable laws to secure information transmission, storage and disposal.
- (b) Without limiting the foregoing, Seller represents and warrants that it does, and agrees that it shall, meet the requirements set forth in Buyer's Supplier Code of Conduct attached hereto as Appendix 1, and which may also be found at [www.cabot-corp.com](http://www.cabot-corp.com).
- (c) If Buyer at any time believes, in good faith, that Seller has breached the representations, warranties or agreements set forth in this section 14, then Buyer shall have the right to audit, or have audited by a third party, Seller's books and records related to this order to verify Seller's compliance with the provisions of this section. Seller shall fully cooperate in any such audit.
15. GENERAL INDEMNITY AND INSURANCE: To the fullest extent permitted by law, Seller agrees to defend, indemnify and hold harmless Buyer and its affiliates, successors and assigns, officers, directors, employees, subcontractors, customers, agents and lessors (collectively, "Buyer Indemnified Parties") from and against any and all losses, damages, liabilities, suits, claims, demands, fines, penalties, settlements, interest, awards, costs and expenses (including reasonable attorney and professional fees and expenses of litigation), or causes of action of whatsoever kind (collectively, "Claims") that may be incurred by, asserted against or recoverable from any Buyer Indemnified Party arising out of or relating to the performance of this order or the products supplied under this order, including but not limited to (i) materials, workmanship or design of the products, (ii) the work, or (iii) any act or omission or willful misconduct of Seller, its employees, agents, servants or subcontractors, whether the Claim arises from or is contributed to by the negligence of Buyer or its employees and whether insured against or not. The foregoing shall apply, without limitation, to any damage to, destruction of, or loss of any property or to injury to or death of any person (including, without limitation, employees of Buyer, of Seller or of a subcontractor of Seller). The indemnity provided for in this section shall not apply to any Claim caused by the sole negligence of Buyer or a Buyer Indemnified Party. Seller shall purchase and maintain in full force and effect at all times during the term of this purchase order, with insurance companies acceptable to Buyer, at a minimum, the following insurance policies, which shall be primary as to any other existing, valid, and collectible insurance:
- A. Workers' Compensation and Employers' Liability
1. Coverage "A" -- Statutory
  2. Coverage "B" -- Employers' Liability -- Limit US\$1,000,000 per occurrence/US\$2,000,000 annual aggregate
- B. Comprehensive General Liability -- Limit of Liability US\$2,000,000 per occurrence/US\$3,000,000 annual aggregate
- C. Automobile Liability -- Limit of Liability US\$2,000,000 per occurrence/US\$3,000,000 annual aggregate
- For any work to be performed at facilities of Buyer or its affiliates or contractors, Seller shall, before commencing such work, secure from its liability insurers an endorsement naming Buyer and its affiliates as Additional Insureds and obtain Waivers of Subrogation against Buyer and its affiliates from such insurers.

Certificates of Insurance as evidence of the required insurance and coverages shall be provided to Buyer prior to such work. If Seller employs subcontractors to perform any such work hereunder, Seller agrees to require such subcontractors to obtain, carry, maintain, and keep in force during the time in which they are engaged in performing any such work hereunder, policies of insurance which comply with the requirements as set forth above. Seller shall also secure from its subcontractors Waivers of Subrogation against Buyer and its affiliates.

16. INTELLECTUAL PROPERTY INDEMNITY : Seller agrees to defend, protect, indemnify and hold the Buyer Indemnitees (as defined in section 15 above) harmless from and against any Claims (as defined in section 15 above) for or by reason of any actual or alleged infringement of any patent, copyright, license or other intellectual property right arising out of the manufacture, use, sale, delivery, or disposal of the products furnished under this order and the cost of replacing such products with non-infringing goods.
17. ASSIGNMENT AND SUBCONTRACTING: Seller may not assign this order or any part hereof without Buyer's prior written consent. Seller shall not subcontract for completed or substantially completed material called for by this order or for services without the prior written consent of Buyer.
18. NON WAIVER: Failure of the Buyer to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any rights or remedies that the Buyer shall have and shall not be deemed a waiver of any subsequent default of terms and conditions hereof. Shipment or receipt of any article under this order shall not constitute a waiver of any right of the Buyer hereunder or any obligation of the Seller to comply with any of the provisions of this order.
19. TAXES AND DUTIES: Unless otherwise specified elsewhere in this order, the prices for the products ordered include all country, state, municipal and/or local taxes and duties. Where products are subject to Value Added Tax, the amounts shall be separately identified and stated on Seller's invoice. Seller shall cooperate with Buyer in obtaining any available remission or refund of duty paid by Seller or its subcontractors on any portion of the work. Seller shall require similar cooperation from its subcontractors. All amounts received in such remission or refund shall be held in trust for Buyer and shall be forwarded to Buyer forthwith.
20. COMPLIANCE WITH LAWS: Seller represents and warrants that all products supplied hereunder are produced and priced in compliance with, that all work shall comply with, and that Seller shall comply with and observe, all country, state, municipal and local laws, rules, regulations orders, codes and standards applicable in respect of this order and further that Seller shall notify Buyer promptly of any failure to comply with this requirement. As to any and all work to be performed at facilities of Buyer or its affiliates or contractors, Seller is solely responsible for the safe performance of the work, including the safety of its employees, agents, subcontractors and employees of subcontractors, and further, in support thereof, Seller shall require all of its employees, agents, subcontractors and employees of subcontractors to become acquainted with and observe all safety instructions of the facility representative, safety provisions contained in the safety manual for the facility, where applicable, all accepted safety standards of the industry, and all applicable laws, regulations, standards and ordinances and will defend, indemnify and save Buyer Indemnitees harmless with respect to consequences of its failure to do so. Seller shall provide to Buyer certification(s) of conformity with Cabot's Standards and compliance with Brazilian machine directives as well as compliance with Health and Safety Rules where applicable. Seller shall supply material safety data sheets or similar material relating to the products, including without limitation any pertinent toxicity data in its possession or of which it is aware relative to human and environmental health concerning the products and offer recommendations for the safe storage and lawful disposal of the products.
21. INSOLVENCY: Buyer may forthwith cancel the contract resulting from the acceptance of this order in the event of the happening of any of the following, or of any other comparable event: (i) insolvency of Seller, (ii) bankruptcy or other concurrence proceedings; (iii) a change in control of Seller; or (iv) the execution by Seller of an assignment for the benefit of its creditors.
22. APPLICABLE LAW: THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE FACILITY DESIGNATED BY BUYER AS THE RECEIVING FACILITY, but explicitly excluding the United Nations Convention on Contracts for the International Sale of Goods.

Attachment: Cabot Corporation Supplier Code of Conduct

## Supplier Code of Conduct

### Overview

Cabot Corporation is committed to conducting its business with integrity and in accordance with the highest ethical standards. In support of this commitment, Cabot has implemented Global Ethics and Compliance Standards (Standards) and expects its suppliers to conform to the Standards. Key principles which are contained in the Standards include the following.

#### ● Gifts and Gratuities

Cabot employees may never request, solicit or receive personal gifts, favors, entertainment or services from any current or future suppliers to provide individual preferential treatment in pricing, terms or loans, to secure a specific business opportunity or to obtain beneficial treatment. No cash or cash equivalents may ever be given or accepted as gifts.

#### ● Improper Payments

Bribes, kickbacks, payoffs and all illegal payments by any current or future suppliers are inappropriate and are also prohibited in every country in which Cabot does business. Improper payments to Cabot or its associates are strictly prohibited.

#### ● Labor Practices and Discrimination

Suppliers are required to be in compliance with any local or national labor laws regarding compensation and working hours. Cabot values diversity and respects equal opportunity in employment. Cabot will not tolerate any supplier who engages in unlawful employment discrimination, child labor or forced labor practices.

#### ● Environmental Responsibility

Cabot is committed to managing our operations in full compliance with applicable laws and government authorizations. We operate our plants with unwavering care for the communities in which we operate and seek to minimize the environmental impact of our operations. Cabot expects its suppliers to share these same values.

#### ● Safety

Cabot works very hard to ensure the safety of our operations for all personnel including contractors and visitors. We firmly believe that all injuries are preventable and dedicate significant time and energy to ensuring no one gets hurt. Cabot expects its suppliers to implement robust safety management programs and commit to the concept of continuous improvement as it relates to safety performance.

Cabot reserves the right to terminate its business relationship with any party that violates the above stated principles. The Standards are available on Cabot's website at [www.cabot-corp.com](http://www.cabot-corp.com) under the heading "About Cabot – Governance - Code of Ethics."