

PURCHASE ORDER TERMS AND CONDITIONS FOR JAPAN

PURCHASE ORDER TERMS AND CONDITIONS

These terms and conditions, together with any purchase order to which they are physically or electronically attached or in which they are incorporated by reference, are the "Order". DuPont Specialty Products USA, LLC or its affiliate identified on the Order, is "Buyer". "Supplier" is the entity to which the Order is issued (as identified thereon). Supplier and Buyer are each a "Party" and collectively "Parties". Supplier shall supply any products, materials or other goods identified on the Order (the "Goods") and any services identified on the Order (the "Services"). If the Order is a release against an existing agreement between the Parties, these terms and conditions do not supersede the terms of such agreement. If there are any inconsistencies between these terms and conditions, and the purchase order to which they are physically or electronically attached or in which they are incorporated by reference, the terms of the purchase order shall supersede. Any additional, conflicting, or different terms or conditions set forth in any invoice, in any acknowledgment of this Order, or in any document other than this Order as issued by Supplier and any properly executed purchase contract between the Parties, shall have no effect. The Order is accepted by Supplier when it begins providing the Goods or Services, unless accepted earlier

1. **Delivery.** Supplier shall deliver the Goods and Services on the delivery date(s) in the Order or as otherwise separately agreed in writing between the Parties after the issuance of the Order. Time is of the essence. Buyer may cancel the Order if delivery is not on time.
2. **Shipment.** If the price for the Goods specifies it includes the cost of shipment, Supplier can ship the Goods per its normal mode of delivery. If the price for the Goods does not specify it includes the cost of shipment, Supplier shall ship the Goods as directed or otherwise approved by Buyer.
 - a.) Imports. All modes of transportation packaging, including containers, ISO-tanks, railcars or truck trailers, but excluding airfreight and small packages, must be sealed with a high security seal that meets or exceeds the criteria set out in the current version of ISO 17712. Buyer requires Supplier to apply a high security seal to conveyances exported to the Buyer location and to document the seal number on the shipping papers that are provided to Buyer, to all initial transportation providers and import brokers hired by or representing Buyer. Supplier shall not use any express couriers for imports into the Buyer's country when it is Buyer paid Freight.
 - b.) Domestic Shipping. Supplier understands that some Buyer businesses and/or sites may have specific seal requirements for domestic shipping.
 - i) Supplier will use the strictest requirements that apply to the shipment (business, site, policy or procedure) when shipping Buyer goods and material.
 - ii) The following guidelines are provided as minimum requirements for preparation of conveyances for domestic shipments of material and shall be followed when there are no prevailing seal procedures or requirements specified by the site or business:
 - Hazardous materials being shipped will use a High Security Seal
 - Non-Hazardous materials being shipped will use a Security Seal
 - Empties being shipped/returned will use a Tamper Indicating Device
 - c.) Freight. Freight charges excluding detention and demurrage charges, for all material or other items supplied directly by Buyer under the Order and for all Goods produced hereunder by Supplier and shipped per the instructions of Buyer, shall be paid for by Buyer. Detention and demurrage charges on incoming shipments shall be borne by Supplier unless caused by early or excessive delivery of material by Buyer. Shipments of Buyer material or Goods hereunder to third parties are to be made by Supplier upon written direction from Buyer.
 - d.) Buyer paid Freight. Unless directed otherwise by the Buyer Contract Administrator, Supplier will contact the designated logistics provider set forth in the Purchase Order.
3. **Labor and Materials.** Supplier shall furnish all labor and materials (e.g., facilities, equipment and packaging) necessary to perform the Order, unless provided by Buyer. Supplier assumes full responsibility, liability, and risk of loss for the safekeeping and safe handling of all such Buyer material or equipment while such is in Supplier's care, custody and control.
4. **Buy from Buyer.** Supplier shall furnish or specify products for the Goods and Services that, if suitable and to the fullest extent possible, incorporate materials manufactured by Buyer.
5. **Waste.** Supplier shall minimize (and limit access to containers of) refuse and other waste material under the Order. Unless Buyer otherwise directs, Supplier shall remove, transport and dispose of such refuse and waste as approved by Buyer in a safe and environmentally sound manner (and in accordance with applicable law).
6. **Quality.** Supplier shall establish, and continuously monitor and improve, a formal quality management program focused on the Goods. Supplier shall:
 - (a) interact with Buyer's contract administrator;
 - (b) notify Buyer sufficiently in advance of changes in components, materials, manufacturing processes, locations or test methods (and the probable effect on Buyer); and
 - (c) pre-qualify changes at Buyer sites. If requested by Buyer, Supplier shall provide Buyer with a complete and accurate Certificate of Analysis with each shipment of Goods. Supplier acknowledges that Buyer will rely on the Certificate of Analysis and intends to introduce Goods directly into its manufacturing processes without independent analysis by Buyer. Supplier shall respond, as reasonably directed, to any Buyer request for corrective action (Supplier Corrective Action Requests) for instances where supply of Goods does not meet Buyer requirements. This includes completion and documentation of such items as the following within the time constraints stipulated by Buyer: containment actions to minimize further impact, incident investigation, determination of root cause, countermeasures to prevent recurrence, and verification of the effectiveness of any actions taken. Supplier's manufacturing locations that ship Goods to a Buyer site certified to Standard IATF 16949 (latest revision) shall be registered to ISO 9001 (latest revision) by an accredited third party certification body within three years of the site's IATF 16949 certification or three years from the initial date of supplying such site with Goods. Supplier's manufacturing locations that ship Goods to a Buyer site certified to Standard AS9100 (latest revision) shall:
 - a) Implement a quality management system;
 - b) Use external providers designated or approved by customers of Buyer as communicated and required, including process sources (e.g. special processes);
 - c) Notify Buyer of nonconforming processes, products (Goods), or services and obtain approval from Buyer for their disposition;
 - d) Prevent the use of counterfeit parts;
 - e) Notify Buyer of changes to processes, products (Goods), or services, including changes of their external providers or location of manufacture, and obtain Buyer's approval;
 - f) Flow down to their external providers (sub-tier suppliers) applicable requirements including customer requirements in the purchasing documents;
 - g) Provide test specimens for design approval, inspection/verification, investigation, or auditing;
 - h) Satisfy requirements for retaining documented information, including retention periods and disposition requirements as may be specified in Buyer purchasing documents, otherwise retention period is to be a minimum of 15 years;
 - i) Provide right of access to the applicable areas of facilities and to applicable documented information for Buyer, Buyer customers, and regulatory authorities, at any level of the supply chain; and
 - j) Ensure that persons are aware of: their contribution to Goods or Services conformity and safety and the importance of ethical behavior.
7. **Personnel and Subcontracting.** Supplier shall provide any personnel specified in the Order. Supplier subcontractors shall comply with Supplier's obligations and Supplier shall be responsible for such compliance; however, Supplier shall not subcontract any obligation without Buyer's approval.
8. **Independent Contractor.** Supplier is an independent contractor of Buyer. The individuals and entities retained by Supplier shall be under its exclusive direction and control and shall not be considered an employee, agent or contractor of Buyer.

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9. Supplier Code of Conduct. Supplier agrees to comply with the applicable Supplier Code of Business Conduct ("Supplier Code of Conduct") specified at the following website http://www.dupont.com/general/suppliers/supplier-center/Supplier_Sust_and_Expectations.html which are hereby incorporated by reference and made part of this Order. In the event there is a conflict between Supplier Code of Conduct and the terms and conditions of this Order, the terms and conditions of this Order shall govern. Buyer may modify the Supplier Code of Conduct at any time by posting notice of such modified changes on the website shown above. Supplier may, as an alternative and subject to Buyer's prior review and approval, comply with Supplier's own code of conduct if it is deemed to be substantially similar to Buyer.
10. Business Ethics. Supplier shall not pay any salaries, commissions or fees (or make any other payments or rebates) to any employee, officer or director of Buyer (or any designee of such employee, officer or director) or favor any such individual with gifts, entertainment, services or goods.
11. Service Locations and Site Conditions. Supplier will only perform the Services from locations approved by Buyer (and, if performed in the U.S., in English). If the Services are provided on Buyer sites, Supplier shall comply with all site conditions and site rules (including Buyer's policies at such site regarding substance abuse and criminal background checks available at http://www.dupont.com/general/suppliers/supplier-center/Supplier_Library.html, and safety and health).
12. Confidential Information. Supplier shall protect all Buyer information designated as confidential with at least the same level of care as Supplier protects Supplier's own confidential information, but not less than a reasonable level of care. Supplier shall not use or disclose Buyer confidential information without Buyer's prior approval and shall return such information to Buyer at the end of the Order or upon Buyer's request.
13. Privacy. Any personal information provided by one Party to the other may only be used in connection with the Order and may not be used for direct marketing or transferred to a third party.
14. Intellectual Property. Supplier hereby irrevocably assigns to Buyer all right, title and interest in (including rights under Articles 27 and 28 of the Japanese Copyright Act) in and to any work product (e.g., drawings, designs, plans, reports, studies, other written material or software) developed for Buyer under the Order; and the compensation for such assignment is included in the price of the subject Goods and Services. This assignment excludes existing intellectual property of Supplier (including any modifications or enhancements thereto) provided to Buyer under the Order. Supplier hereby grants Buyer a nonexclusive, royalty-free, worldwide, perpetual license for Buyer (and its affiliated entities and third party providers) to use such existing intellectual property in connection with the Goods or Services. Buyer retains all right, title and interest in and to, and Supplier shall not use (except as necessary to perform the Order), its data and other intellectual property (and materials).
15. Publicity. Supplier shall not: (a) use the name, trade name, oval, trademarks, service marks or logos of Buyer in any manner not approved by Buyer; or (b) represent (directly or indirectly) that any product or service offered by Supplier has been approved or endorsed by Buyer.
16. Invoice and Payment. After delivery of the Goods or the end of each month for Services, Supplier shall submit an invoice to the address instructed in the Order for the fees, taxes and, if reimbursable, expenses applicable to the Goods delivered and Services provided. Supplier's invoice shall be accompanied by such records as Buyer deems adequate to verify the amounts billed and shall be in the form required by Buyer. Except in the case the Japanese Act against Delay in Payment of Subcontract Proceeds, Etc. to Subcontractors ("Subcontract Act") applies to the contemplated transaction between the Buyer and Supplier, incomplete or incorrect invoices will not be processed or paid. In the event the Subcontract Act applies, Buyer will promptly confirm in writing its receipt of the Goods delivered and Services rendered, and perform an acceptance inspection of such Goods and Services within seven (7) business days. Subject to the Subcontract Act, payment shall be made in accordance with the terms of the Order. If the Subcontract Act applies and the payment date falls on a bank holiday, such payment shall be made on the following bank business day, except for bank holidays occurring on three or more consecutive days, in which case the payment thereof shall be made on the business day preceding such bank holidays.
17. Taxes. Each Party shall bear and remit any sales, use, value added, goods and services, transfer or similar taxes imposed upon it by the taxing authority. Where imposed upon Supplier, without recovery from Buyer, Supplier shall bear those Taxes. Where imposed upon Buyer, Supplier shall itemize those taxes on each invoice (unless Buyer provides an exemption certificate or direct pay permit). Buyer shall withhold income or other taxes from payments to Supplier to the extent required by the taxing authority; Buyer shall not be required to "gross up" or increase any payment to Supplier for such taxes. Buyer shall not be responsible for any other taxes.
18. Audits. Upon notice from Buyer, Supplier shall provide Buyer (and its accountants and auditors) with access to Supplier's locations and records (except internal cost records of Supplier) for Buyer to audit Supplier's compliance with this Order, including to verify if the charges are accurate.
19. Compliance with Laws and Nondiscrimination. Supplier shall comply with all laws, ordinances, rules and regulations applicable to it in connection with the Order.
20. TSCA, PCBs and REACH. Supplier shall not ship any chemical substance not specified by name in a Safety Data Sheet or the Order. Supplier certifies that: (a) all chemical substances subject to the Toxic Substances Control Act (TSCA) supplied to Buyer are correctly listed on the TSCA Chemical Substances Inventory or comply with an exemption (if there are equivalent or similar laws applicable to the subject Goods and Services, they are correctly listed on the applicable chemical substances inventory or comply with the applicable exemption); (b) no Polychlorinated Biphenyls (PCBs) are present in any materials provided to Buyer, or are present only due to the inadvertent manufacture or import thereof, and Supplier has complied with all PCB regulations; and (c) all chemical substances subject to the Regulation of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) supplied to Buyer have been correctly submitted for registration to the European Chemicals Agency according to statutory registration deadlines or there is an exemption for such registration. Supplier shall immediately inform Buyer of Substances of Very High Concern (SVHC) on the candidate list above 0.1% wt/wt, including new entries normally added twice a year in June and December (see <http://echa.europa.eu/candidate-list-table>). The concentration of the SVHC on the candidate list shall be calculated for each material, according to the ruling of the European Court of Justice of 10 September 2015 (see <http://curia.europa.eu/jcms/upload/docs/application/pdf/2015-09/cp150100en.pdf>)
Upon Buyer's request, Supplier shall promptly provide Buyer with the complete chemical composition of substances supplied under the Order and any other information or certifications Buyer requests.

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21. Warranty. Supplier represents and warrants that: (a) it is transferring good title to the Goods (free and clear of any claims, liens or encumbrances), it has sufficient right, title and interest to assign the ownership rights and grant the licenses hereunder and the Goods and Services (and process for making the Goods and use of the Services) do not infringe the proprietary rights of a third party; (b) the Goods and Services shall meet the specifications and descriptions in the Order; (c) the Goods shall be commercially similar to previous goods, be free of contaminants and be of merchantable quality; (d) Goods that are equipment (including parts) shall be new, be free of defects in materials, workmanship and design and be fit for the particular use; (e) the Services shall be performed in a good, prompt and professional manner by qualified personnel in accordance with the Order and consistent with best practices. Goods that are equipment (including parts) shall conform to the warranties in clauses (b), (c) and (d) for 24 months from date of installation or start up, or 30 months from date of shipment, whichever comes last. At Buyer's option and as applicable, Supplier shall promptly repair non-conforming equipment, replace non-conforming Goods, re-perform non-conforming Services, refund the purchase price of non-conforming Goods or Services or reimburse Buyer's repair costs for non-conforming equipment.
22. Indemnity. Supplier shall defend and indemnify Buyer from and against any loss, liability (including settlements, judgments, fines and penalties) or costs (including reasonable attorney fees, court costs and other litigation expenses) relating to any action, suit or proceeding against Buyer by a third party (including employees of either Party or government agencies) alleging it arises from acts or omissions (including what would be negligence, willful misconduct or breach of the Order) by Supplier (or its subcontractors).
23. Insurance.
23.01 Coverage. Supplier, at its expense, shall carry and maintain in force at all times the following insurance, on policy forms and with insurance companies authorized to do business in the jurisdictions where Services are to be performed, at the indicated minimum coverage limits or such higher limits as provided under insurance currently held by Supplier as of the effective date of the Order, whichever is greater.
(a) Workers' Compensation (or its equivalent outside the U.S.) – in accordance with all applicable statutory and legal requirements; Employer's Liability (or its equivalent outside the U.S.) if applicable – \$500,000 per accident/per employee; and such other insurance as may be required by law. This policy shall include a waiver of subrogation to Buyer.
(b) Commercial General Liability (Occurrence Form), including Contractual Liability and liability for Products and Completed Operations, in a combined limit for Bodily Injury and Property Damage – JPY100,000,000 per occurrence. This policy shall name Buyer, or the Buyer shall be applicable as an additional insured.
(c) Business Automobile Liability, for all licensed vehicles, in a combined single limit for Bodily Injury and Property Damage – JPY100,000,000 per occurrence. If Supplier operates licensed vehicles owned or leased by Buyer, the Supplier's insurance policy shall be the primary insurance coverage.
(d) Other insurance appropriate for Supplier's business or as required by law.
23.02 Insurance Documentation. Upon the request of Buyer, Supplier shall provide Buyer with certificates of insurance evidencing the coverage referenced in Coverage Section. Such certificates shall include a provision that the insurer will give Buyer at least 30 days advance notice of any changes in, cancellation of or non-renewal of coverage. Supplier shall require that any subcontractor it employs carry the same coverage in the same limits as set out in Coverage Section, and any other coverage as Supplier deems appropriate, and shall provide proof.
Supplier's failure to comply with any of the insurance requirements in the Order, including failure to secure endorsements on policies as may be necessary, shall not limit or relieve Supplier from any of its obligations under the Order.
24. Term and Termination. The Order shall continue for the period specified (or, if not specified, until completed) unless terminated earlier (in whole or in part): (a) as set forth herein; (b) by Buyer, with or without cause, upon immediate notice; or (c) by Supplier if Buyer fails to cure a breach within 30 days after notice. Any permitted termination (or expiration) shall be without penalty (including termination fees) and shall not relieve or release either Party from any rights, liabilities or obligations that have accrued under the law or the Order.
25. Force Majeure. If a Party cannot perform due to fire, flood, hurricanes, earthquakes, other elements of nature, war, terrorism, riots, rebellions, revolutions or civil disorders, the affected Party shall be excused from such performance while the event continues; provided, the event is beyond the affected Party's reasonable control (and could not be prevented by reasonable precautions) and the affected Party is diligently attempting to promptly recommence performance. The affected Party shall promptly give notice to the other of the event and, if non-performance continues for seven days (or more), the other may terminate the Order (or affected portion). Supplier shall allocate any shortage of Goods among Buyer and Supplier's other customers in proportion to the quantities supplied during the preceding year.
26. Notices. All notices and approvals under the Order shall be in writing and deemed given to the receiving Party when: (a) received at the facsimile number specified; (b) delivered by hand to the person specified at the address specified; or (c) delivered by registered or certified mail, return receipt requested, to the person specified at the address specified. If a Party does not specify such information, the address on the Order shall be used. Either Party may change its information upon 10 days' notice to the other.
27. Access to Financial Records. During the term of the Order or any applicable existing purchase contract between the Parties, upon at least five (5) days' notice and during regular business hours, DuPont or its third-party representatives, may at its own expense review books, financial records and other documents of the Supplier for the purpose of assessing the Supplier's financial health. Supplier agrees that it shall provide to DuPont or its designated representatives access to all such records required for such review.
28. Assignment. The Order, including any right or obligation hereunder, may not be assigned or delegated by Supplier without Buyer's prior approval.
29. Applicable Law and Jurisdiction. The Order shall be governed by, and construed and enforced in accordance with, the laws of Japan without giving effect to the principles of conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Order. Each Party consents and submits to the exclusive jurisdiction of the Tokyo District Court in the first instance.
30. Conflict Minerals. If Supplier supplies tin, tantalum, tungsten or gold (the "Conflict Minerals") or products containing such Conflict Minerals to Buyer, (i) Supplier commits to comply with all applicable laws and regulations related to Conflict Minerals; (ii) Supplier agrees to cooperate with Buyer by providing all necessary information in connection with Buyer's reasonable country of origin inquiry, and due diligence as necessary, with regard to products supplied by Supplier to Buyer which are Conflict Minerals or that contain Conflict Minerals; and (iii) Supplier must source Conflict Minerals from and verify to Buyer that the smelters or refiners in Supplier's supply chain are contained in the Conflict Free Smelter Program (CFSP) compliant smelter list or have been validated as complying with the CFSP audit protocols via any similarly acceptable program. The CFSP publishes a list of smelters and refiners that are conflict free that is available at <http://www.conflictreesourcing.org/conflict-free-smelter-program/>. Should Supplier fail to comply with the terms of this Section for any reason, and at any time, Buyer reserves the right to immediately terminate or suspend this Order with such non-compliant Supplier, without any liability whatsoever.

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31. Statutory Employer. As applicable, Buyer (as principal employer at Buyer's sites in Louisiana) and Supplier (as the direct employer of Supplier's employees at Buyer sites in Louisiana) mutually agree that, with respect to the Services provided to Buyer in Louisiana under this Order, it is their intention to recognize Buyer as the statutory employer of (a) Supplier's direct employees and (b) employees which would otherwise be recognized as Supplier's statutory employees.
32. Exclusion of Anti-Social Forces.
- a.) Supplier represents that it is not an entity in any of the situations set forth in the respective items below and undertakes that, in the future, it will not become an entity in any of the situations set forth in the respective items below.
- i) The entity's directors, executive officers, statutory auditors, or persons similar to the foregoing (hereinafter collectively referred to as "Officers") fall under the category of an organized crime group (*boryokudan*), a member of a *boryokudan*, a person for whom five (5) years have not elapsed since the time the person ceased to be a member of a *boryokudan*, a quasi-member of a *boryokudan*, a company associated with a *boryokudan*, a corporate racketeer, etc., a hoodlum disguised as a supporter of a social movement, etc., or a white-collar crime group, etc., or any other person similar to the foregoing (hereinafter collectively referred to as "Anti-Social Forces").
- ii) The entity has a relationship that brings about the recognition that an Anti-Social Force controls the management of the party.
- iii) The entity has a relationship that brings about the recognition that an Anti-Social Force is substantially involved in the management of the entity.
- iv) The entity has a relationship that brings about the recognition that the entity wrongfully utilizes Anti-Social Forces for purposes such as realizing unlawful gains for itself or for a third party or causing damage to a third party.
- v) The entity has a relationship that brings about the recognition that the entity is involved with Anti-Social Forces through provision of funds, offering of benefits, etc.
- vi) Any of the Officers or any person who is substantially involved in the management of the entity has a socially-unacceptable relationship with Anti-Social Forces.
- b.) Supplier undertakes that it will not take or cause a third party to take any of the acts set forth in the following items:
- i) act of making demands in a violent manner;
- ii) act of making unreasonable demands beyond the legal responsibility of the person who receives such demand;
- iii) act of using threatening language/behavior or using violence in relation to transactions;
- iv) act of discrediting the other party or disrupting the other party's operations by spreading rumors, or using fraudulent means or force; or
- v) any other act similar to any of those described in the foregoing items.
- c.) If any of the situations described in the respective items in Paragraph a.) of this Article occurs with regard to Supplier, or if it becomes clear that Supplier has made a false statement or violates any of the representations and undertakings in the respective items in the preceding two paragraphs, then the Buyer may terminate any liabilities or obligations that have accrued under the law or the Order without making a demand and claim damages suffered as a result.
- d.) If the Order is terminated pursuant to the preceding paragraph, Supplier shall not make a claim against the Buyer for any damage caused by such termination.
33. Severability. Each provision herein shall only apply to the extent permitted by applicable law.
34. Entire Agreement. The Order supersedes all prior discussions and agreements, and represents the entire agreement, between the Parties with respect to the subject matter hereof.