

INGEVITY UK LTD
Terms and Conditions of Purchase

1. DEFINITIONS – “Affiliate” means, with respect to any entity, any other entity controlling, controlled by, or under common control with, such entity at the time in question; and “control,” for the purposes of this definition, means the ability, directly or indirectly, to direct the affairs of another by means of ownership, contract or otherwise. “Agreement” means a paper or electronic agreement between Seller and Purchaser duly executed by authorized representatives of both parties to sell or provide and to buy or use goods or services pursuant to which a Purchase Order is issued by the Purchaser. “Anti-Slavery Laws” means any and all laws anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking, including the Modern Slavery Act. “Anti-Slavery Policy” means the Customer’s anti-slavery policy set out in Section 15, as amended by the Customer from time to time. “Brexit Event” means any change, event, or occurrence arising out of or in connection with the decision of the United Kingdom to withdraw from the European Union including without limitation any modification in law irrespective of whether a transitional agreement or arrangement is agreed. “Seller” means the party identified as the Seller in the Agreement or the Purchase Order. “Purchaser” means Ingevity UK Ltd and its subsidiaries, business units or Affiliates, if any, specified in the Agreement or the Purchase Order. “Confidential Information” means all Purchaser know-how, technical information, business information, data, designs, specifications, plans, drawings, experience or knowledge reasonably related to the transaction that is the subject of the Contract, whether transmitted in writing, orally or electronically, including initial or preliminary discussions, to the extent the same is or are non-public or confidential including without limitation: (a) manufacturing plans, processes, procedures, operations, reports, drawings, manuals, equipment, engineering information, technical information, and plant and equipment layouts and configuration; (b) product plans, prototypes, samples, formulae, and specifications, and information related to project designs, marketing, advertising, quality, costs, configurations and uses; (c) customer and vendor lists and information, business plans, sales volumes, profitability figures, financial information or other economic or business information; and (d) computer software, firmware, data, databases, networks, security procedures, or other information related directly or indirectly to computer systems or networks. “Contract” means the Agreement, if any, the Purchase Order, all paper or electronic documents incorporated by reference under the Agreement and the Purchase Order, these Terms and Conditions of Purchase and any confidentiality or non-disclosure agreement executed by Purchaser and Seller, and all exhibits and amendments to all such documents. “European Union” means the Union established by the Treaty on European Union signed at Maastricht on 7 February 1992, as amended by any later treaty, being the member states of the European Union. “Items” mean any goods or services to be provided or performed by Seller under the Contract. “Modern Slavery Act” means the Modern Slavery Act 2015. “Modern Slavery Practice” means any practice that amounts to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950, as amended), (b) forced or compulsory labour (as defined by the International Labour Organisation’s Forced Labour Convention 1930 (No. 29) and Protocol) (c) human trafficking or (d) the arrangement or facilitation of the travel of another person with a view to that person being exploited. “Price” means the amount to be paid by Purchaser to Seller under the Contract for the Items, which shall include all applicable taxes, fees and duties. “Purchase Order” means the purchase order issued by Purchaser and these Terms and Conditions of Purchase. “Seller Code of Conduct” means any Purchaser code of conduct for entities which supply any items to Purchaser as amended from time to time. “United Kingdom” means England and Wales, Northern Ireland and Scotland and a reference to the United Kingdom includes a reference to any one of these.

2. ACCEPTANCE – Seller’s acceptance of any Purchase Order (which shall occur, without limitation, upon the earliest of when Seller ships Items, when Seller provides an invoice after receipt of a Purchase Order, or when Seller takes any other action in connection with fulfillment of the Purchase Order) shall be expressly limited to the terms of the Contract, and Purchaser objects to any contrary term contained in any quotation, order, acknowledgement, invoice or other document originating with Seller. Any terms and conditions in any purchase order, Seller’s terms and conditions of sale, any release order, acknowledgement, invoice or other paper or electronic document, other than the Contract, issued by either Seller or Purchaser are superseded by the Contract. By shipping goods, performing services or invoicing after receipt of a Purchase Order, Seller shall conclusively be

deemed to be bound by these Terms and Conditions of Purchase and all other provisions of the Contract. Notwithstanding any prior custom, practice or course of dealing between Purchaser and Seller or generally within the industry, Purchaser can insist on strict adherence to the Contract.

3. BLANKET ORDER – If the Purchase Order is designated by Purchaser as a blanket order, Purchaser shall be obligated to purchase only those quantities of Items which it specifically requests under separate subsequent release orders issued by Purchaser to Seller.

4. PRICE; TAXES – The Price shall be that stated in the Purchase Order unless such price exceeds the Price stated in the Agreement, if any, or the lowest price at which Seller is selling Items or similar items to its other customers as of the date of delivery to Purchaser, in which case the lower price shall apply. If there is no price stated in the Purchase Order or Agreement, the Price shall not be higher than that last charged or quoted to Purchaser for such Items by Seller and the Price shall be taken to be inclusive of all costs and expenses incurred by the Seller arising out of or in connection with the performance of the Contract including but not limited to all packaging, carriage and delivery costs. If prior to delivery of the Items, Purchaser is able to purchase a portion or all of the Items, or similar items of like quality (“Substitute Items”), at a price which is less than the Price, Purchaser shall notify Seller in writing. Should Seller fail to meet such lower price, Purchaser may, at its option, purchase Substitute Items from the other source at the lower price, in which event Purchaser and Seller shall automatically be released of their obligations under the Contract in respect of that portion of the Items or similar items to the Substitute Items purchased from the other source without any indemnity being due. Unless otherwise agreed to in writing by the parties, Seller shall pay and comply with all applicable contributions, taxes, duties, levies, tariffs or insurance premiums arising out of or in connection with the performance of the Contract, all sales, use or other duties or taxes of whatever nature levied or assessed against Purchaser or Seller arising out of or in connection with the Contract, including any interest or penalties and any other charges associated with the import and export of the Items or Seller’s obligations to obtain any export and import authorisation and/or other official authorisation and to carry out all customs formalities necessary for the export of Items, for their transport through any country and for their import. If the applicable law of any jurisdiction from which Items are exported or into which Items are imported prohibits Seller from paying any contributions, taxes, duties or premiums described herein, then Purchaser shall be responsible for the payment of such taxes and the amount so paid by Purchaser shall be reimbursed by Seller to the extent permitted by applicable law. Seller shall obtain and pay for all permits, licenses, fees and certificates of inspection necessary for providing the Items hereunder. Seller shall not be entitled to recover from Purchaser any costs incurred or suffered by it or saved by Purchaser as a result of a Brexit Event.

5. DRAWINGS AND SPECIFICATIONS – Any specifications, drawings, notes, instructions, engineering information, or technical data furnished by either Purchaser or Seller to the other, or referred to in the Contract shall be incorporated herein by reference. Seller shall be fully and solely responsible for obtaining product data adequate to design, manufacture, fabricate, construct and deliver the Items in compliance with all requirements of the Contract. Purchaser shall retain title to all such documents which it provides or causes to be given to Seller, and Seller shall not use any of such documents or the information contained therein for any purpose other than in performance of the Contract. Seller shall not disclose such documents or information to any party other than Purchaser or a party duly authorized by Purchaser. Upon Purchaser’s request, Seller shall promptly return to Purchaser or destroy all such documents and copies thereof.

6. DELIVERY – The Seller shall deliver the Items to Purchaser on the date(s) specified in the Purchase Order. If Seller anticipates that it will not deliver the Items on the date(s) specified, Seller shall immediately notify Purchaser by the fastest means available of the anticipated failure and the anticipated actual delivery date. If Seller fails to make delivery of any part of the Items on the date(s) specified in the Purchase Order, the Purchaser is entitled, without having to pay any compensation and without intervention of a court or arbitral tribunal, to terminate the Contract with immediate effect and pursue other remedies. All shipments shall be delivered DDP (Delivered Duties Paid, Incoterms® 2010) to the place of delivery designated by Purchaser in the Purchase Order. Seller will therefore be responsible for arranging carriage and delivering the Items at the delivery location specified by Purchaser in the Purchase Order and clearing the Items for export and import and carrying out any necessary

customs formalities for the export and import of the Items. Time for delivery of the Items will be of the essence. Title and risk of loss shall remain with Seller until the Items are received by Purchaser, its agent or consignee regardless of whether or not Purchaser has made full payment for the Items. Seller will provide bills of lading and shipping notices directly to the place of delivery on the day of shipment. Bills of lading shall indicate the relevant purchase order number. Purchaser may require adherence to its routing instructions, and any savings resulting from adherence to such instructions shall be for the benefit of Purchaser. Seller, or the carrier it uses to deliver Items, whichever is applicable, shall (a) maintain a "satisfactory" safety rating and shall provide Purchaser with written proof of such rating on request if the carrier is a motor carrier, and (b) shall maintain comprehensive general liability, personal injury and property damage insurance in not less than the amount required by the Insurance Section, unless a larger amount is required by law, in which event such larger amount shall be maintained.

7. WARRANTY – Seller warrants to Purchaser that it will provide the Items with reasonable care and skill. Seller warrants that the Items will (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; (b) be fit for the Purchaser's particular purposes; (c) be free from defects in design, material and workmanship; (d) comply with the most stringent of Purchaser's or Seller's specifications, performance guarantees and requirements; and (e) comply with all recognized codes, regulations and established industry standards in the jurisdiction of Purchaser. All Items shall be sold by Seller to Purchaser free and clear of any liens and encumbrances. Seller's warranties and guarantees shall survive inspection, delivery and acceptance of the Items and/or payment by Purchaser. If the Items do not conform to any of these warranties, then, at Purchaser's option (without prejudice to any of the Purchaser's other rights or remedies), Seller shall repair or replace the defective Items, and delivery shall be DDP to the place of delivery designated by Purchaser at Seller's expense, or in the case of services, re-perform the services at Seller's expense. In the event that, in the reasonable opinion of Purchaser, Seller cannot repair or replace the items, or re-perform the services, within a reasonable time, then Purchaser may take all steps necessary to have the breach of warranty cured and/or may terminate the Purchase Order and/or the Contract (without prejudice to any of the Purchaser's other rights or remedies). In any event, Seller shall be responsible for all expenses and damages which Purchaser incurs because of the breach of warranty. The foregoing warranties and obligations shall also apply to the Items supplied by Seller in such repair, replacement or re-performance. Disclaimers of express or implied warranties and limitations of liability in any Seller document will be of no effect unless specifically agreed to in writing by Purchaser, and even then shall not apply in the event of bad faith by the Seller in the performance of the Contract. This warranty shall be in addition to any implied or statutory warranties at law or any other commercial warranty that may be provided by Seller to Purchaser.

8. CHANGES – Purchaser shall have the right to make changes (including additions and/or omissions) from time to time in the Items, any specifications and/or drawings which are a part of the Contract, method of shipment or packing and/or the time and/or place of delivery. Purchaser shall give Seller written notice of any such change which notice may include any increase or decrease in the cost of or the time required for performance of the Contract determined by Purchaser to be appropriate. If Seller does not agree with such adjustments, Seller shall still be obligated to proceed immediately with all of the changes directed by Purchaser without waiting to reach an agreement on any such adjustments. Any claims by Seller for adjustments after its receipt of Purchaser's change order must be asserted in writing to Purchaser not more than ten (10) days after such receipt by Seller or such claim shall be null and void. Changes made pursuant to this paragraph are referred to as "Changes".

9. PAYMENTS AND INVOICES – The specific terms of payment for all Items are stated in the Purchase Order or Agreement. Unless otherwise specified there or in a separate written instrument signed by Purchaser, no invoice shall be issued by the Seller prior to the shipment or performance of the Items covered thereby, and no payment shall be made by Purchaser prior to receipt of such Items and of a proper invoice for such Items. Seller shall indicate the appropriate Purchaser purchase order number on the invoice and shall deliver it to the address specified by Purchaser from time to time. All claims for money due from Purchaser shall be subject to set-off by Purchaser by reason of any counterclaim arising out of the Contract or any other transaction with Seller. Payment for Items delivered hereunder shall not constitute acceptance of such Items.

10. INSPECTION – Purchaser may inspect any Items ordered hereunder during their manufacture, construction or preparation at reasonable times and shall have the right to inspect such Items at the time of their delivery and/or completion. Subject to applicable law, Items furnished hereunder may at any time be rejected for defects revealed by inspection or analysis even though such Items may have previously been inspected and accepted. Such rejected Items may, at Purchaser’s option, be returned to Seller for full refund to Purchaser, including removal, shipping and transportation charges. No inspection of any Items by Purchaser will reduce, waive or otherwise affect Seller’s obligations under the Agreement (including without limitation the warranties under Section 7).

11. AUDIT RIGHTS – Seller will retain such records necessary for the proper administration of this Contract and all other written materials prepared by Seller, during the term of the Contract and for three (3) years after the expiration, termination or cancellation of the Contract and for any additional time required by governmental authorities with jurisdiction over Seller. Purchaser or its designee has the right (but not the obligation), upon reasonable notice to Seller, during the term of the Contract and for three (3) years following the expiration, termination or cancellation of the Contract, to audit and inspect Seller’s books, records and other materials as described in above with respect to compensation, services and materials to the extent such services were performed on a time and materials basis. Seller and Purchaser will each bear their own costs and expenses incurred in respect of compliance with their obligations under this Section 11.

12. INTELLECTUAL PROPERTY – Seller shall indemnify and hold harmless the Purchaser, its customers, contractors and agents from any and all claims for infringement of any patent, copyright, trademark or other proprietary right of any third party, by reason of the design, manufacture, purchase, use or sale of the Items and shall indemnify Purchaser for all costs, expenses, judgments, liability and damages, including legal fees, which Purchaser may incur or have rendered against it by reason of any alleged infringement. Purchaser reserves the right to be represented in any infringement proceeding. In the event an injunction is obtained against use of the Items, Seller shall do any of the following requested by Purchaser: (a) promptly procure for Purchaser the right to continue using the Items; (b) promptly replace the Items with equivalent or better non-infringing Items; (c) modify the Items, so that they become non-infringing, provided they perform in an equivalent or better manner. The foregoing is in addition to any other remedies available to Purchaser.

13. COMPLIANCE WITH LAWS AND REGULATIONS – Seller represents and warrants that neither any of the Items provided to Purchaser nor their manufacture, fabrication, construction, transportation or use shall violate or cause Purchaser to be in violation of any applicable laws, regulations, codes , standards, rules, requirements or orders. In the event of any conflict between the provisions of any applicable laws, regulations, codes , standards, rules, requirements or orders described in this Section, the more or most stringent provisions shall apply. Seller shall promptly take, at its expense, all action necessary to make all Items comply with the applicable laws, regulations, codes, rules, standards, requirements or orders after Seller receives either from the competent authority or from Purchaser a notice that some violation exists with respect to the Items. If Seller fails to promptly take such action, Purchaser may take all such action at Seller’s expense. Seller shall also be liable for the payment of any penalties and/or fines imposed as a result of the failure of any Item provided by or for Seller hereunder to comply with all of the above requirements. Seller shall only utilize laborers who have a legal right to work in the country in which the work is to be performed. References to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time

14. ANTI-CORRUPTION – Seller will, and will procure that its partners, officers, employees and agents and any other persons who perform services for or on behalf of it or them in connection with the Contract will: (a) not commit any act or omission which causes or could cause it or the Purchaser to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption, including the Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act (“FCPA”); (b) comply with the Seller’s anti-bribery policy (as notified to Purchaser) and make such amendments to that anti-bribery policy as may be reasonably required by Purchaser from time to

time; (c) promptly give Purchaser notice (pursuant to Section 35) of (i) any request or demand for any improper financial or other advantage received by it; (ii) and any improper financial or other advantage it gives or intends to give whether directly or indirectly in connection with the Contract; and (iii) promptly give Purchaser notice (pursuant to Section 35) of any breach of this Section. Any breach of this Section by Seller will be a material breach of this Agreement, irrespective of whether any financial loss or reputational damage arises, and irrespective of the level of any financial loss or deprivation of benefit arising, as a consequence of such breach. Seller will indemnify Purchaser against the recoverable liabilities, in each case arising out of or in connection with any breach by Seller of this Section (including any failure or delay in performing, or negligent performance or non-performance of, any of its obligations under this Section); and/or any breach by any Seller third party of any equivalent provisions contained in the relevant sub-contract (including any failure or delay in performing, or negligent performance or non-performance of, any obligations).

15. ANTI-SLAVERY. The Seller will not engage in any Modern Slavery Practice. The Seller will: (a) comply with the Anti-Slavery Policy and the Seller Code of Conduct at all times and will procure that its officers, employees, agents, sub-contractors and any other persons who perform services for or on behalf of it in connection with the Contract will comply with the same at all times; (b) conduct proper and adequate checks on any agency or person used by the Seller to provide labour, employees, contractors or other persons to undertake tasks for the Seller (in each case whether on a permanent or temporary basis) to ensure that any such agency or person does not engage and has not in the past engaged in any Modern Slavery Practice or abuse of human rights or use of child labour; (c) provide the Purchaser with such reasonable assistance and information as it may require from time to time to enable the Purchaser to: (i) perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws or as required by the Purchaser; (ii) prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act and to include the matters referred to in section 54(5) of that Act; (iii) comply with any requirement to report on respect for human rights or to enable the Purchaser to demonstrate compliance with any human rights code or policy to which it adheres or which applies to it; (iv) identify any non-compliance with the Seller Code of Conduct or the Anti-Slavery Policy; and (v) conduct due diligence and to measure the effectiveness of the steps the Purchaser is taking or wishes to take to ensure that Modern Slavery Practices or abuse of human rights are not taking place in its business or supply chains; (d) permit the Purchaser, and any person nominated by it for this purpose, to have such access on demand to the Seller's premises, personnel, systems, books and records as the Purchaser may require to verify the Seller's compliance with this Section 15. The Seller will immediately give written notice to the Purchaser upon the occurrence of a breach or suspected breach of any of its obligations referred to in this Section 15. The notice will set out reasonable details of the breach or suspected breach. Any breach of this Section 15 by the Seller will be a material breach of the Contract, irrespective of whether any financial loss or reputational damage arises and irrespective of the level of any financial loss or deprivation of benefit arising as a consequence of the breach. The Purchaser will be entitled, by giving written notice to that effect to the Seller, to require the Seller to: either remove from the performance of this Agreement any of the Seller's officers, employees, agents or sub-contractors whom the Purchaser believes to be engaging in any Modern Slavery Practice; or take such action as the Purchaser requires to ensure that the Seller fully complies with any Anti-Slavery Law, the Anti-Slavery Policy and Seller Code of Conduct.

16. CONFLICT MINERALS – Seller warrants that it will not provide tin, tantalum, tungsten or gold (“Conflict Minerals”) pursuant to the terms of the Contract that were sourced from the Democratic Republic of the Congo or Angola, Burundi, Central African Republic, Congo Republic, Rwanda, Sudan, Tanzania, Uganda, and Zambia (“DRC Countries”).

17. PRINCIPLES OF CONDUCT – As a condition to doing business, Purchaser requires its manufacturers and suppliers of goods and its service providers to comply with its Principles of Conduct, which can be found at <http://www.ingeivity.com/principles-of-conduct/> (the "Principles of Conduct"). Seller shall conduct its business in compliance with the Principles of Conduct, as they may be amended from time to time by Purchaser. In addition, Purchaser may present to Seller for review the codes of conduct or other compliance policies and procedures of one or more of its customers and licensors. Seller shall then determine whether or not it can comply with such customer or licensor requirements, and shall promptly advise Purchaser accordingly in writing. If Seller agrees to

comply with the codes of conduct or other compliance policies and procedures of any of Purchaser's customers or licensors, such codes, policies and procedures shall become obligations of Seller under the Contract and shall be incorporated herein by reference. Seller also agrees to require its subcontractors and suppliers who manufacture products or components of the Items or provide services for Purchaser to abide by the Principles of Conduct and any additional customer and licensor codes, policies and procedures to which Seller has agreed to comply. Purchaser's representatives and agents may inspect Seller's and its subcontractors' and suppliers' facilities and interview their employees from time to time to audit compliance with the Principles of Conduct. The representatives and agents of Purchaser's customers and licensors may inspect Seller's and its subcontractors' and suppliers' facilities and interview their employees from time to time to audit compliance with those additional codes of conduct and compliance policies and procedures to which Seller has agreed to comply. Seller and its subcontractors and suppliers shall grant all such representatives and agents access to their facilities, records and employees to conduct the audits, and Seller and its subcontractors and suppliers shall cooperate with all reasonable requests of the representatives and agents in the performance of the audits. The foregoing rights and obligations apply to all factories that manufacture products or components or provide services for Purchaser. Seller acknowledges that its failure or the failure of its subcontractors or suppliers to comply with the Principles of Conduct, as well as any codes of conduct or other compliance policies and procedures of Purchaser's customers and licensors to which Seller has agreed to comply, will constitute a material breach of the Contract.

18. NON-DISCRIMINATION – Seller undertakes to comply with all applicable anti-discrimination laws and regulations during the performance of the Contract.

19. INDEMNITY – TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS PURCHASER, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY LOSS (INCLUDING BUT NOT LIMITED TO ALL DIRECT, INDIRECT AND CONSEQUENTIAL LOSS), THIRD PARTY LOSS, COST, DAMAGE OR EXPENSE (INCLUDING REASONABLE LEGAL FEES AND COSTS (ON A FULL INDEMNITY BASIS)) ASSESSED AGAINST OR INCURRED BY ANY OF THEM RESULTING FROM ANY AND ALL ACTIONS, SUITS, CLAIMS OR DEMANDS ("CLAIMS") ARISING OUT OF OR RELATED IN ANY WAY TO: (I) ANY CLAIM FOR PERSONAL INJURY OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ITEMS OR ANY ACTS OR OMISSIONS OF SELLER, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, (II) ANY CLAIM THAT THE ITEMS DELIVERED UNDER THE CONTRACT BY SELLER INFRINGE ANY COPYRIGHT, PATENT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY, (III) ANY CLAIM OR ACTION BY A SUBCONTRACTOR OF SELLER ARISING OUT OF SELLER'S BREACH OR VIOLATION OF SELLER'S SUBCONTRACTING ARRANGEMENTS, (IV) ANY BREACH OF SELLER'S REPRESENTATIONS, WARRANTIES, COVENANTS OR OBLIGATIONS UNDER THIS CONTRACT (INCLUDING WITHOUT LIMITATION ANY FAILURE OR DELAY IN PERFORMING, OR NEGLIGENT PERFORMANCE OR NON-PERFORMANCE OF ANY OF THOSE OBLIGATIONS); (V) ANY THIRD PARTY CLAIM AGAINST PURCHASER FOR AMOUNTS OWED BY SELLER, IN WHOLE OR IN PART, OR FOR WHICH SELLER IS OTHERWISE RESPONSIBLE; (VI) ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH, ANY FRAUDULENT OR DISHONEST ACTS COMMITTED BY SELLER'S EMPLOYEES OR AGENTS, ACTING ALONE OR IN COLLUSION WITH OTHERS; (VII) OR THE ENFORCEMENT OF THE CONTRACT. PURCHASER SHALL HAVE THE RIGHT TO PARTICIPATE IN ITS OWN DEFENCE AND TO CONSENT TO THE SELECTION OF LEGAL REPRESENTATION INCLUDING WITHOUT LIMITATION COUNSEL. IN NO EVENT SHALL SELLER ENGAGE IN MEDIATION OR SETTLEMENT DISCUSSIONS OR AGREE TO SETTLE ANY CLAIM WITHOUT PURCHASER'S CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD.

20. INSURANCE – Seller will obtain, pay for and keep in force insurance coverage meeting all of the specifications in this Section during the term of the Contract, and for any extensions thereof. If any insurance obtained is "claims made" insurance, any such policies must be maintained in full force and effect for an additional two (2) years after the term of the Contract ends for whatever reason and/or the end of any extensions of the term: (a) Employer's Liability – £10,000,000 (b) Public/ General Liability - £5,000,000 each occurrence in the aggregate; coverage to include as applicable : Bodily Injury, Premises, Contractual, Products Liability, Completed Operations Coverage, Property Damage; (c) Business Automobile Liability – £5,000,000 combined single injury limit (Bodily and Property Damage) and each occurrence; (d) As applicable, Errors and Omissions Liability – not less than £2,000,000 per year covering Seller's professional/ design obligations under the Contract with a per claim deductible satisfactory to Purchaser.

All insurance companies must be authorized to do business in the countries where business is transacted covering all operations under the Contract. All insurance companies utilized to provide coverage required under the Contract must be rated "A-" or better with a financial rating of VII or better in the most recent guidance from of AM Best Europe Rating Services Ltd. or equivalent External Credit Assessment organization. All insurance must be primary and non-contributory to any insurance that Purchaser may otherwise carry. Seller shall provide Purchaser with thirty (30) days prior written notice in the event of cancellation or non-renewal of the insurance listed herein. Certificates of Insurance for all insurance coverage required in the Contract must be provided to Purchaser prior to commencement of any services under the Contract. Notwithstanding anything to the contrary, the limits of insurance above will in no way limit Seller's liability assumed under the Contract. FAILURE OF SELLER TO PROVIDE INSURANCE AS HEREIN REQUIRED OR FAILURE OF PURCHASER TO REQUIRE EVIDENCE OF INSURANCE OR TO NOTIFY SELLER OF ANY BREACH BY SELLER OF THE REQUIREMENTS OF THIS PARAGRAPH WILL NOT BE DEEMED TO BE A WAIVER BY PURCHASER OF ANY OF THE TERMS AND CONDITIONS OF THE CONTRACT, NOR WILL THEY BE DEEMED TO BE A WAIVER OF THE OBLIGATIONS OF SELLER TO DEFEND, INDEMNIFY, AND HOLD HARMLESS PURCHASER AS REQUIRED HEREIN. If and when Seller uses subcontractors in connection with Seller's performance hereunder, Seller will ensure that such subcontractors have and maintain comparable insurance, commensurate with the services being subcontracted, with the endorsements and minimum limits of coverage set forth above. Seller will obtain, prior to the commencement of the subcontractor's services, the required certificates of insurance.

21. TERMINATION, SUSPENSION OR DELAY – Purchaser shall have the right at any time to terminate, suspend, or delay the Contract in whole or in part by prior written notice to Seller. In the case of termination of the Contract, Seller shall then transfer to Purchaser or destroy, in accordance with Purchaser's directions, all materials and all information accumulated, specifically prepared or acquired by Seller for use in the performance of the Contract. Seller shall, if directed by Purchaser and to the extent stated in the notice of termination, suspension or delay, make all efforts necessary to preserve the work in progress and to protect the Items whether still at Seller's manufacturing facilities or in transit to Purchaser's facilities. If Seller is not then in default in the performance of any of its obligations hereunder, and if Seller has taken reasonable steps to mitigate its damages resulting from such termination, Purchaser shall pay to Seller, as Seller's sole and exclusive remedy for termination under this Section, to the extent not already paid to Seller, an amount equal to: (a) the reasonable and documented costs incurred by Seller in accordance with the Contract prior to Seller's receipt of notice of termination, plus, (b) the reasonable and documented costs and charges incurred by Seller in winding up its activities under the Contract prior to the effective termination date; provided, however, that the amounts listed in (a) and (b) of this Section plus prior payments to Seller shall in no event exceed the Price. Before Purchaser resumes performance under the Contract following such suspension or delay, Seller and Purchaser shall negotiate in good faith on the adjustments, if any, which may be required in payments to Seller or in the Price to avoid inequities either to Seller or Purchaser. If a change in applicable law or the introduction of any law occurs which renders some or all of the activities of a party in connection with a Contract illegal or unlawful then Purchaser may terminate that Contract immediately by giving written notice to that effect to Seller, in which case Seller will refund any monies already paid by Purchaser to Seller under that Contract.

22. DEFAULT – Purchaser may, in addition to its other rights under this Contract and without having to pay any compensation, via registered letter to Seller, terminate the Contract with immediate effect, without having to request the authorization of a court or an arbitral tribunal, if (a) a winding up petition is presented or filed against Seller, (b) a notice is given under section 84 Insolvency Act 1986 of, or proposes or passes a resolution for, its winding up or in the case of a limited liability partnership proposes or determines that it will be wound up (c) has a winding-up order made or a notice of striking off filed in respect of Seller, (d) (i) has an administration order or an application for an administration order made in respect of it, or (ii) has a notice of appointment of an administrator or a notice of intention to appoint an administrator filed in respect of it at any court, (e) (i) Seller enters into a company voluntary arrangement, (ii) a composition with its creditors generally, (iii) an application to a court of competent jurisdiction for protection from its creditors generally, or (iv) a scheme of arrangement under Part 26 Companies Act 2006, (f) Seller has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income (g) Seller suspends or ceases, or threatens to suspend or cease, performing all or a substantial part of its business or in the reasonable opinion of the other party, to be likely to cease to trade, (h) (1) is unable to pay its debts as they fall due; or (ii) the value of its assets are less than its liabilities, including its contingent and

prospective liabilities, (i) (1) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction, or (2) is the subject of any proceeding in any Member State of the European Union which is capable of recognition under the EC Regulation on Insolvency Proceedings (EC 1346/2000) or the EU Regulation on Insolvency Proceedings (Recast) (EU 2015/848) ; or (3) is the subject of an application for the recognition of a foreign insolvency proceeding under the Cross-Border Insolvency Regulations 2006 (SI 2006/1030), or (j) Seller fails to comply with any of its obligations under the Contract, and after first having given Seller ten (10) days written notice to cure such default, Seller has failed to cure such default within such ten (10) day period. Immediately after such termination, Purchaser may: (i) take possession of the Items wherever they may be located and in whatever state of completion they may be in together with all drawings and other information necessary to enable Purchaser to have the Items completed, installed, operated, maintained and/or repaired; (ii) pay to Seller any amount then due under the Contract after taking full credit for any offsets to which Purchaser may be entitled; (iii) contract with or employ any other party to finish the Items; and (iv) collect from Seller any additional expense, losses or damage which Purchaser may suffer.

23. PURCHASER'S RIGHT AND REMEDIES – Any rights or remedies granted to Purchaser in any part of the Contract shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in any other part of the Contract and to any other rights or remedies that Purchaser may have at law.

24. PACKING AND MARKING – All Items shall be packed, crated and braced to prevent damage or deterioration and in accordance with the applicable laws, regulations, codes or standards with no charges being paid by Purchaser for packing, crating or bracing. The contents of each shipping container shall be clearly identified on the outside of the container, and the applicable Purchase Order number for the contents shall be clearly stated on the outside of each such container.

25. CONFIDENTIAL TREATMENT; CONFIDENTIAL INFORMATION – Seller shall not disclose in any advertisement or promotional material or in any other manner, without the prior written consent of Purchaser, in each instance, that Purchaser has purchased or contracted to purchase the goods or services ordered. Seller shall not at any time during the term of the Contract and up until five (5) years after the termination thereof, without express written consent of Purchaser, use or disclose to any person, company or governmental agency any Confidential Information, except that Seller may disclose Confidential Information to those if its employees or professional advisors who need to know such information and who are bound in writing to Seller not to disclose the Confidential Information to any other person, company or governmental agency. If Seller becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Seller will provide Purchaser with prompt prior written notice of such requirements so that Purchaser may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained, Seller agrees to furnish only that portion of Confidential Information that Seller, upon written opinion of counsel, is legally required to disclose, and it agrees to exercise reasonable commercial efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

26. ASSIGNMENT – Seller may not assign the Contract or any right thereunder without the prior written consent of Purchaser. A change of control of Seller constitutes an assignment hereunder. In the event of such assignment, Purchaser may, without having to pay any compensation, give notice in writing to Seller, terminate the Contract with immediate effect, without having to request the authorization of a court or an arbitration tribunal.

27. WAIVER – The failure of either party hereto to require strict compliance with or complete performance of any obligation of the other party hereto by such other party shall not be construed as a waiver of any such obligation or of any other obligation. Any waiver by either party of a breach of any term, provision or condition of the Contract shall not constitute a waiver of any subsequent breach of the same or any other term, provision or condition of the Contract.

28. ENTIRE AGREEMENT – The Contract sets forth the entire agreement between Seller and Purchaser on the subjects covered herein, and, except as otherwise provided above in the Changes Section, no terms, conditions, understanding or agreement purporting to modify or vary the terms of the Contract shall be binding unless made in writing and signed by Seller and Purchaser. In the event of any conflict between any provision of these Terms and Conditions of Purchase and any other provisions of the Contract, these Terms and Conditions of Purchase shall prevail or apply unless (a) the conflicting provision in such other document expressly states that it supersedes these Terms and Conditions of Purchase or (b) the conflicting provision is in a paper or electronic Purchase Order issued by Purchaser or an Agreement, in which event such conflicting provision shall prevail or control over these Terms and Conditions of Purchase and over an conflicting provision in any other part of the Contract. No course of prior dealings between the parties or any trade usage shall be relevant to supplement or explain any term used herein. Neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in the Contract. The only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract; and nothing in this Section 28 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

29. SEVERABILITY – In the event that any provision of the Contract is determined to be invalid, illegal or unenforceable, in whole or in part, such provision shall be ineffective to the extent of such violation without invalidating the remainder of that provision and any other provision of the Contract. In such event, the parties shall amend and/or substitute the invalid, illegal or unenforceable provision(s) in such a way as to reflect as far as is legally possible the sense and the purpose of the invalid, illegal or unenforceable provision(s).

30. GOVERNING LAW AND JURISDICTION – The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. Save as otherwise expressed under this Section 30, all claims, disputes or matters arising under or in connection with the Contract (including in relation to any non-contractual obligations) or the legal relationships established by the Contract, shall be settled by the courts of England and Wales who have exclusive jurisdiction. Notwithstanding the foregoing, either party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

31. BUSINESS INFORMATION – In the performance of this Contract, Purchaser may request, collect and process certain business contact information, including but not limited to personal data such as personal names, addresses, telephone numbers and email addresses relating to Seller, its affiliates, representatives, employees, designated contact persons, etc. Purchaser will process any personal data it holds in full compliance with the law and in accordance with its privacy policy, which can be found at <https://www.ingevity.com/legal-privacy/privacy-notice/>.

32. SUBCONTRACTING – Seller shall not subcontract any of its duties or obligations under the Contract without the prior written consent of Purchaser. No provision in the Contract or in any such subcontract, transfer, delegation, or assignment shall create or give to third parties any claim or right of action against Purchaser. Seller agrees that it is as fully responsible to Purchaser for the acts and omissions of any subcontractor and of persons either directly or indirectly employed by such subcontractor, as Seller is for the acts and omissions of persons directly employed by Seller.

33. SURVIVAL – All warranties, remedial obligations, limitations of liability, indemnities, and confidentiality rights and obligations provided herein will survive the cancellation, expiration or termination of the Contract.

34. LIMITATION ON PURCHASER'S LIABILITY - IN NO EVENT SHALL PURCHASER BE LIABLE FOR LOSS OF USE DAMAGES OR LOSS OF ANTICIPATED PROFITS OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER. IN NO EVENT SHALL PURCHASER'S LIABILITY UNDER A PURCHASE

ORDER EXCEED THE AMOUNT PAID BY PURCHASER UNDER SUCH PURCHASE ORDER. Any claim for damages by Seller against Purchaser arising in any manner or related in any way to Purchaser's purchase of Items hereunder must be commenced within one year after the claim has accrued. Nothing in the contract will operate to exclude or restrict one party's liability (if any) to the other: (i) for death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable (negligence being as defined in Section 1(1) Unfair Contract Terms Act 1977); (ii) for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; (iii) for breach of its obligations arising under section 12 Sale of Goods Act 1979; (iv) arising under Section 2(3) Consumer Protection Act 1987; or (v) for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability. Any liability of Purchaser which cannot be excluded or restricted by law will not be taken into account in assessing whether the financial limits in this Section have been met. Nothing in this section will prevent or restrict the right of a party to seek injunctive relief or specific performance or other discretionary remedies of the court

35. NOTICES- All notices and other communications between the parties which must or may be given pursuant to the Contract will be deemed to have been sufficiently given when delivered by personal service or sent by recognized overnight courier service or written telecommunication to the addressee party at the following address:

If to Seller, to: Name and address on front of Purchase Order

If to Purchaser, to: Ingevity UK Ltd
Baronet Road, Warrington, Cheshire, WA4 6HA

or to such other address or person as the addressee party may designate in writing from time to time in accordance with this paragraph. All such communication will be deemed to be effective on the earlier of (a) actual receipt or (b) if sent by courier service, on the second day following the date presented to the courier service for delivery to the other party, or (c) if sent by written telecommunication, on the sending date (subject to confirmation of receipt in complete legible form).

36. RELATIONSHIP OF PARTIES: The Contract is not intended to create, nor should it be construed as creating, an agency, joint venture, partnership or similar relationship between the parties. Each party will act solely as an independent contractor and neither party will have the right to act for or bind the other party in any way or to represent that the other party is in any way responsible for any acts or omissions of such party.

37. CONSEQUENCES OF BREXIT: Save as provided in Section 21, no Brexit Event, will (a) affect any of Seller's obligations under any Contract; (b) have the effect of altering or invalidating any term of any Contract or of discharging or excusing Seller's performance under any Contract; (c) permit Seller to increase any of its prices or charges or to exercise any right or discretion to do the same; (d) permit Seller to alter delivery terms including but not limited to times, dates or location; or (e) have the effect of terminating any Contract or permit Seller to exercise any contractual or other right of termination or give Seller the right to vary any Contract.