

General Terms and Conditions of Purchase Of Atotech do Mexico S.A. de C.V.

I. Scope of Application

1. Shipments, services and offers of our suppliers are made/provided only on the basis of these General Terms and Conditions of Purchase. They are part of all the contracts that we celebrate with our suppliers or other contract partners (hereinafter, the "Supplier") regarding the shipments or services they offer. They are also applicable to all shipments, services or future offers made/provided to us, even if they are not agreed apart.
2. The general terms and business conditions of our Suppliers or third parties will not apply, even if we do not reject expressly its applicability in an individual case. Even if we refer to a document that contains general terms and business conditions of the Supplier or a third one, it does not constitute an acceptance of the applicability of these general terms and conditions.
3. These general terms and conditions of purchase apply only in relation to the companies in accordance with the Commercial Code in force in the Mexican Republic.

II. Purchase Orders and Orders

1. All agreements celebrated between us and the Supplier for the purposes of fulfillment of the contract shall be written in the contract. There are not lateral verbal agreements. Mailing with respect to contractual agreements will only take place, except in exceptional cases, with our purchasing department. Agreements with other departments will need explicit assertion for writing of our procurement department.
2. If we do not receive written confirmation of the order within 14 days of the date of our order (purchase order), we have the right to revoke the order (purchase order) without giving rise to any claim against us.
3. If fulfillment of our order requires special experience or qualifications, the provider will present us the appropriate aptitude certificates without the need to be requested.

III. Delivery time, non-compliance

1. Agreed delivery times and periods will be compulsory. The times and delivery periods will be fulfilled if the articles matter of the contract have been received and/or if the services stipulated in the contract have been given completely in every case in the place of its execution.
2. If the Supplier realizes that it is not possible to comply an agreed delivery date or period for any reason, he must inform us in writing immediately, mentioning the reasons for the delay and how much he expects it to last. The law consequences for a non-compliance will not turn out to be affected.
3. The Supplier is not entitled to make partial deliveries without our prior written approval. In this case, the delivery documents shall indicate that a partial delivery is being made and indicate the remaining quantities to be delivered.
4. If the Supplier does not comply with the delivery and/or performance, we have a right to calculate a contractual penalty to a valuation of 0.3 % for every weekday of the delay or the remaining fraction of the same one, without exceeding, nevertheless, 5 % of the whole of the contractual sum. If the corresponding reservation is not mentioned at the time of acceptance the deliveries, services or subsequent performance, it will still be possible to apply the contractual penalty until the final payment. The contractual penalties will be credited to the damages due to delay and shall to be paid by the supplier.
5. In the event of a delivery prior to the agreement, we may return the shipment with charge to the supplier's account. If the merchandise is not returned in the event of advance delivery, it will be stored on behalf of the supplier until the agreed delivery date at our facility. In case of acceptance of premature deliveries, the due date of the purchase price will be determined according to the agreed delivery date.
6. Seller agrees to maintain strict controls to assure that no design, material, part, process, procedure, tooling or test equipment is altered, redesigned or replaced by any other design, material, part, process, procedure, tooling or test equipment, and that the items are not produced at any other than the Seller's original

facility which produced the acceptable items, without written notice to and approval of the Buyer.

IV. Right of Withdrawal

1. If after celebrated a contract with our clients it is observed that what we affirm under that contract is in danger because of the inability of that client to comply with it, and if that client cannot give a guarantee, we have the right to withdraw from the Contract with the Supplier in regard to the products that were to be used for that customer, if we have no other possibility of using those products.
2. In the event of withdrawal pursuant to paragraph 1, the Supplier shall be entitled to compensation for an amount equal to its expenses which became futile. This claim for compensation requires that the supplier is not able to use for other purposes the work done under the contract. There will be no compensation for lost profits.

V. Packaging, Transport

1. The merchandise to be shipped will be packaged as it is accustomed and reasonably to the situation. If the packing material is not agreed by contract, the supplier may only use packaging materials that do not cause ecological damage and do not prevent recycling.
2. If the delivery does not have to occur at the headquarters of our company, we must receive a shipping notice.
3. Shipping will be made without cost of packing, handling, transportation and insurance.
4. Our order number will be indicated on all shipping papers.
5. Additional express shipping costs required to meet a shipping date will be borne by the Supplier.

VI. Billing and Payment

1. Invoices will be issued indicating our order number. As long as these conditions are not fulfilled, invoices are not payable.
2. Expiration dates and payment periods will initiate with shipment/delivery at the shipping

address and with invoice reception. Supplier has to provide material proof, test protocols, quality documents or other documentation, reception of this documentation is a prerequisite to complete the shipment and delivery. Payment periods, in general, refers to invoice's reception date or delivery date of service Supplier's, if the services are provided after invoice's reception date.

3. We shall have compensation and withholding rights, as well as a non-enforcement claim according to permitted by law. In particular, we have the right to withhold overdue payments as long as we are entitled to lawsuits against the Supplier originating in incomplete or defective deliveries and performances.
4. Payments do not constitute recognition that deliveries or performances comply with provisions stipulated in contract.

VII. Rights in case of defects, limitations, spare and wearing parts

1. In case of material and legal defects-subject to VII. 2. and 3., the statutory provisions that are in force at the time of the purchase/transfer order shall apply.
2. All claims due to material and legal defects fall within the limitation period of 3 years, unless by law they are foreseen longer periods.
3. Obvious defects may be submitted to us within five days of goods reception, the hidden defects, within two weeks of the date they are discovered.
4. Supplier undertakes to provide spare parts and wear pieces for the products supplied to us for a period of at least 10 years after the final delivery.

VIII. Retained property

1. Withholdings of title of ownership by the Supplier are only valid in so far as they relate to our obligation to pay for the respective products on which the supplier retains the property. In particular, property title withholdings expanded or extended by the Supplier are not valid.

IX. Product quality and Product liability

1. Supplier shall implement quality assurance program in accordance with the current technical and legal requirements and, if we need it, it will demonstrate it to us.
2. During the term of this contract, the Supplier shall maintain liability insurance coverage, for return risk, for at least 1 million Euros in case of corporal / material damages. We have right to demand that Supplier presents the assertion of corresponding coverage expressed by its insurer.
3. As we are made responsible for third parties, by virtue of national or foreign laws of product responsibility, or based on other legal dispositions, the Supplier, to our first demand, will exempt us from these claims if, and as, the Supplier is responsible for the defect that causes that claim. If we are jointly responsible with Supplier, the Supplier will keep us, at our first request, exempted by the amount of our claim against the Supplier. The foregoing obligations shall also apply to all expenses and costs for necessary withdrawals of products, including without limitation withdrawals in accordance with the applicable law.

X. Responsibility

1. We will not be responsible to the Provider, unless we have acted intentionally or with serious negligence or if there is a case of responsibility that it is not possible to negotiate, as in case of violation of the life or health, or if there is a case of violation of the essential contractual duties. In case of violation of the essential contractual duties, our responsibility, nevertheless, will remain limited to the typically foreseeable damage. An essential contractual duty denotes a duty that must be fulfilled for the proper performance of the contract can occur, and whose fulfilment, the contractual partners can depend normally.

XI. Intellectual property rights, rights of use, confidentiality

1. Supplier shall be responsible for not violating third parties' intellectual property rights, for the contract and its fulfillment, especially for the use of delivered goods. Supplier warrants that the goods and the sale or use thereof by Buyer

or any transferee will not infringe any patents, copyrights, trade secrets or other intellectual property rights.

2. Supplier undertakes to indemnify and keep us free of damage of all claims presented against us for third due to the violation of intellectual property rights mentioned in paragraph 1., and it will reimburse us all the necessary expenses caused as regards the above-mentioned claims.
3. All documents (i.e. drawings, illustrations, calculations, descriptions), models and tools that are placed at its disposal in the course of the contract will be our property. Any use of the same beyond the contractual purposes (i.e. copying or making available to third parties) shall not be permitted to the Supplier. At the time of contract ending, the provider will return, as asked, these tools, models and documents, including all copies.
4. Supplier grants us a non-exclusive and transferable license for an unlimited period of time, with agreed characteristics, and with necessary scope for its use as stipulated in the contract, for the software that belongs to supply scope including the corresponding documentation.
5. Supplier may not disclose, without our written consent, that it is our Supplier or inform third parties of our (purchase) orders. Supplier shall also require in writing to its employees, who are working in our orders processing and supply, to maintain confidentiality, unless employees have been required by their job contracts obligated to maintain confidentiality. The duty to maintain confidentiality will also apply to all knowledge, obtained in the course of cooperation, with respect to our Organization, development and other structures and/or regarding the content of our orders, especially.
6. The provider will transfer to us the right to protect the intellectual property rights of all inventions created by him or the persons hired by him in the course of the contract to comply it. Prior grant of rights and the transfer of rights shall be deemed to be offset by the price paid for the goods sent or services rendered.

XII. Work performed in our facilities

1. People who carry out work at our facilities must comply with the provisions of the regulations of the company.

XIII. Code of Conduct, environmental protection, security

1. We are committed to ethical values and principles expressed in the ATOTECH code of conduct. In particular, this includes compliance with statutory regulations concerning employee treat, environmental protection and industrial safety, compliance with rules of free competition, and corruption rejection in all its forms, whether public or private, active or passive. Supplier confirms that it is familiar with the content of the ATOTECH code of Conduct and maintains ethical values and principles equivalent to those expressed in the ATOTECH code of conduct. In addition, the provider will do its best to promote and enforce these values and principles to its suppliers. The Code of Conduct for ATOTECH is available in the download area at www.atotech.com.
2. Considering its responsibility for the health and safety of its employees in the workplace, the Supplier undertakes to reduce the negative effects of its activities on human beings and the environment, continuously and with lasting effects. For this objective, the Supplier, within the scope of its possibilities, will implement and refine a management system in compliance with ISO14001.
3. In addition, Supplier undertakes to provide us with all relevant information about the potential risks of plants, machines, work equipment, products, chemicals and production materials that it will provide.

XIV. Export Control and Customs

1. Supplier shall comply with all the requirements of applicable national and international customs laws as well as foreign trade. Supplier will give us written notice not later than 2 weeks after our order purchase order placement, as well as immediately, in the case of changes, about all the information and data we require for compliance with the regulations and laws corresponding to export, import and re-export, in particular:
 - All applicable export list numbers, including the export control classification number in

accordance with the United States Trade Control List (ECCN).

- The merchandise code according to the current merchandise classification for foreign trade statistics and HS Code (Harmonized System); and the country of origin (non-preferential origin) and, as requested, the supplier's statements regarding the preferential origin (for European suppliers) or certificates of preference (for non-European suppliers).

2. If the Supplier violates his duties in accordance with XIV. 1., it will take care of all expenses and damages that we cause for this reason, unless the breach of duties was not the fault of the supplier.

XV. Security of the Shipping Chain

1. Supplier hereby agrees to ensure that:
 - All merchandise produced, stored, reshipped or transported by our order, is sent to us or we pick up from its shipment.
 - Be produced, stored, prepared, processed and charged in commercial facilities safe and areas of loading and shipment secure, and its protected against interference not authorized during their production storage, preparation, processing, loading and transport.
 - Reliable personnel are employed for the production, storage, preparation, processing or work, loading and transport of that merchandise.
 - Report to business partners who are acting on our behalf that also need to make sure to implement security for the production chain as mentioned above.

XVI. Final Provisions

1. Place of Supplier's shipments and services delivery are at the respective location of use.
2. For any litigation originating in the contractual relationship with the Supplier, this one surrender to the exclusive legal jurisdiction in our business headquarters in Mexico, D, F. However, we reserve the right to choose as an alternative option for the business place of the Supplier as a place of jurisdiction.



3. Contracts concluded by and between us and the Supplier shall be governed by laws of Mexican Republic with the exclusion of the United Nations Sales Right (CISG).
4. Supplier may assign or transfer its rights and duties under the contract to third parties only with our prior consent in writing. This authorization does not include what it refers to outstanding debts.

XVII. Other

1. Seller agrees to maintain strict controls to ensure that no design, material, part, process, procedure, tool or test equipment is altered, redesigned or replaced by any other designs, materials, parts, processes, procedure, tool or test equipment, and that the items are not produced at any other than the original Supplier's installation that produced acceptable items, without prior written notice and Buyer's approval.
2. If Supplier buys replacement parts or software for the plating equipment to sell and install at customer facilities, there are two additional requirements: replacement parts must be available for 10 years and we must obtain a global transferable license for software. This may not be relevant to Seller purchases.