

**General Terms and Conditions
of Purchase
of Atotech USA, LLC****ACCEPTANCE AND SCOPE:**

1. Seller's commencement of work on such goods, acknowledgement of this Purchase Order, or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of Buyer's offer to purchase as stated in this Purchase Order. Any acceptance of this Purchase Order is limited to acceptance of the express terms contained herein and any attachments hereto. Any proposal for additional or different terms or any attempt by Seller to vary in any degree any of the terms of this Purchase Order is hereby objected to and rejected. Neither course of performance, course of dealing, usage of trade nor oral promise shall be used to explain, qualify or supplement the terms of this Purchase Order. For Purchase Orders relating to plating equipment, Seller shall ensure that spare and wear parts ordered hereunder shall be available for purchase for a period of ten (10) years after delivery.

PRICING

2. Goods on this Purchase Order are to be furnished at the price stated herein, or if no price, at a price no higher than previously charged without written consent from Buyer. Amounts due shall be subject to set-off, counterclaim, and recoupment. If Seller quotes or sells similar goods in similar quantities at lower prices, such lower prices shall be substituted for the prices specified herein.

SHIPMENTS, PACKAGING, FREIGHT AND DELIVERY: Time and delivery are of the essence.

3. Unless otherwise specified on this Purchase Order, title and risk of loss of or damage to goods shall pass to Buyer upon tender of delivery to Buyer at the point of delivery specified in Buyer's Purchase Order. Shipping instructions as printed on this Purchase Order must be carefully followed, and any errors necessitating extra expense will be for Seller's account. Charges and freight terms specified on Purchase Order govern.

CANCELLATION:

4. Buyer reserves the right to cancel all or any part of this Purchase Order at any time with or without cause. If delivery is not made by the specified date or Buyer has reasonable grounds to believe it will not be so made, Buyer may charge Seller for any loss by reason of such cancellation. Where cancellation or termination is made without cause, Buyer's liability shall be limited to payment for goods delivered and services rendered through the date of termination.

PERFORMANCE OF WORK ON PREMISES:

5. If this Purchase Order covers the performance of work on Buyer's premises, Seller agrees to (1) comply with Buyer's policies and procedures including applicable health, safety, environmental, security, and confidentiality rules, policies and procedures; and (2) prior to commencing such work, furnish certificates satisfactory to Buyer confirming adequate workman's compensation, public liability, general liability and property damage insurance. Any policy providing coverage shall be endorsed to name Buyer as an additional insured thereunder and shall be primary to any other coverage.

WARRANTIES:

6. Seller warrants that all goods and services supplied under this Purchase Order shall (a) conform to all specifications, drawings, samples or other descriptions requested or referenced by Buyer; (b) be delivered and performed in a safe and responsible manner; (c) be of quality and workmanship consistent with the highest standards of the trade; (d) be merchantable and free from all defects; (e) be fit for the particular purposes intended; (f) be free from liens and encumbrances with good title conveyed; and (g) be manufactured, contained, packaged, labeled, transported or otherwise provided in accordance with all applicable laws, regulations and permits. All warranties contained herein shall survive payment, inspection, testing and acceptance by Buyer. Seller's warranties shall be enforceable by Buyer and Buyer's customers and any subsequent owner, user or operator of the goods.

INSPECTION:

7. Buyer shall have the right to inspect and test any goods either before or after receipt and/or payment, so long as such inspection and tests are made within a reasonable time. Seller shall reimburse Buyer for the cost of inspection and testing of goods rejected for cause and pay all return transportation, storage and other charges thereon. Any rejected goods shall be held at Seller's risk.

TAXES:

8. The prices stated herein shall constitute the entire consideration to Seller. Seller assumes responsibility for all taxes and duties (except those specifically imposed upon the Buyer) payable to any city, state, federal or other government authority which have to do with or affect the goods herein ordered and Seller shall indemnify and hold harmless Buyer against any liability for such taxes or duties as well as any legal fees or costs incurred by Buyer in connection therewith.

PRODUCT CHANGES BY SELLER:

9. 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 location other than the Seller's original facility which produced the acceptable items, without prior written notice to and approval of the Buyer. All chemical and packaging Purchase Orders must comply with Atotech's Supplier Change Notice Request.

FORCE MAJEURE:

10. Neither party shall be liable to the other for any delay or failure in performing its obligations under this Purchase Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party ("Force Majeure Event"). Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Purchase Order. If a Force Majeure Event prevents Seller from performance for a continuous period of more than five (5) business days, Buyer may terminate this Purchase Order immediately by giving written notice to Seller.

COMPLIANCE WITH LAWS:

11. All goods and services will be produced, packaged, labeled, sold and delivered in compliance with all applicable federal, state and local laws, rules, orders and regulations. Without limiting the generality of the foregoing, Seller shall, at all times, comply with applicable laws and regulations including, but not limited to, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. If applicable, the affirmative action clause for disabled workers (41 CFR § 60-741), the equal opportunity clause of Executive Order 11246 (41 CFR § 60), the affirmative action clause for covered veterans (41 CFR 60-300, and employee rights under the NLRA (29 CFR 47) are incorporated herein by reference. **Contractor/subcontractor/Seller shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a) and 60 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.** Seller shall comply with, and notify Buyer of, all export and trade laws, rules and regulations applicable to this Purchase Order. Seller shall indemnify and hold Buyer harmless from any liability resulting from failure to comply with any such laws, rules, regulations and orders.

CODE OF CONDUCT/COMPLIANCE PROGRAMS:

12. Atotech USA, LLC is committed to the ethical values and principles expressed in the Atotech Code of Conduct. They include, but are not limited to, compliance

with applicable laws, respect for the decisions of the United Nations, environmental protection, occupational health and safety, respect for human rights, respect for the rules of free competition, rejection of all forms of corruption, and respect of personal data and data protection laws. The Seller must be familiar with the content of the Atotech Code of Conduct and comply with corresponding values and principles. The Atotech Code of Conduct is available at www.atotech.com/our-values-and-priorities/. Buyer has the right to audit Seller as to these values and priorities. Buyer may terminate this Purchase Order without notice upon violation of this provision.

CONFLICT MINERALS:

13. Seller confirms and acknowledges that the goods delivered do not contain Conflict Minerals and agrees to timely respond, after a reasonable investigation, to any requests made by, or on behalf of, Buyer for information on the source and chain of custody of any goods supplied to Buyer. The term "Conflict Minerals" includes tantalum, tin, tungsten and gold, and any other minerals or compounds that may be designated in the future by the U.S. Government. Seller will (i) ensure that the information provided in this regard is current, accurate and complete, to the best of its knowledge and belief, as of the date of submission, and (ii) update such information in a timely manner if the status of any good supplied by Seller to Buyer changes.

CONFIDENTIALITY:

14. This Purchase Order, the items ordered, quantity, specifications, information and other documentation provided by Buyer, and price shall be deemed confidential and shall not be revealed by Seller to any third party unless permission is first obtained in writing from Buyer.

PATENT INDEMNITY:

15. Seller warrants that the goods and the sale or use thereof by Buyer or any transferee will not infringe any U.S. or foreign Patents, copyrights, trade secrets or other intellectual property rights. Seller shall indemnify, defend, protect and save harmless Buyer, its successors and assigns, against all suits at law or in equity and from all damages, claims, demands and costs for actual or alleged infringement. Seller shall replace or modify infringing goods with comparable goods of same form, fit, and function so as to remove the source of infringement, subject to Buyer's approval.

INDEMNIFICATION:

16. Seller shall defend, indemnify, and hold harmless Buyer from and against all claims, damages, losses, royalties, fines, costs, liabilities, and expenses (including legal fees) arising out of or resulting in any way from (i) any defect in the goods, materials or services purchased hereunder from Seller; (ii) negligence of the Seller or Seller's employees or subcontractors; (iii) any breach by Seller of its obligations hereunder; (iv) Seller's breach of warranty; (v) violation or alleged violation by Seller of any federal, state, or local law; and (vi) any environmental or pollution damage arising out of or in connection

with Seller's performance of this Purchase Order. This indemnification shall be in addition to the warranty obligations of Seller.

supervision of its employees or subcontractors, the payment of their salaries, wages, and benefits, and the withholding and proper disposition of all payroll taxes relating thereto.

DISPUTES:

17. The parties shall attempt in good faith to promptly negotiate and resolve any dispute arising out of or relating to these terms and conditions. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. These terms and conditions do not preclude either party from initiating litigation.

HAZARDOUS MATERIALS

18. If goods or materials provided hereunder include hazardous materials, Seller represents and warrants that Seller and its personnel have been properly trained and understand the nature of and hazards associated therewith, including, handling, transportation and use of such hazardous materials. Prior to delivery, Seller shall provide to Buyer appropriate and adequate safety data sheets and other relevant information for the goods, including all potential risks.

WAIVER:

19. If this Purchase Order covers the design and construction of equipment, the review or approval of Seller's drawings or other material by Buyer shall not relieve Seller of responsibility for complying with the specifications and other conditions of this Purchase Order.

ASSIGNMENT:

20. Seller may not assign its rights or delegate its performance hereunder without the prior written consent of Buyer, and any attempted assignment or delegation without such consent shall be void.

MISCELLANEOUS:

21. This Purchase Order and the contract formed upon its acceptance shall be governed by and interpreted and construed in accordance with the laws of the state of South Carolina, without regard to conflict of laws principles. The federal and state courts of South Carolina shall have exclusive jurisdiction over any dispute arising hereunder. The U.N. Convention of Contracts for the international sales of goods shall not apply to this Purchase Order or the contract formed upon its acceptance. This is the entire agreement between the parties with respect to the goods covered hereby, and all modifications or changes must be in writing signed by the parties. This Purchase Order supersedes all prior and contemporaneous understandings, negotiations, and dealings between the parties hereto. If any provision of this Purchase Order shall be held invalid or unenforceable, the remaining provisions shall not be affected thereby. This Purchase Order or the contract formed upon its acceptance shall not give rise to an employment, partner, joint venture or agency relationship between Buyer and Seller. Seller shall be an independent contractor and, as such, shall be responsible for the