



## Avient Terms and Conditions of Purchase for Goods and/or Services

These Terms and Conditions of Purchase for Goods and/or Services (“Terms of Purchase”) apply to and form an integral part of all requests for proposal, quotations and Purchase Orders. Avient expressly rejects the applicability of any additional, different, conflicting, or other terms and conditions or stipulations of Supplier.

### 1. Definitions

In this document, “**Agreement**” means the binding contract formed as described in clause 2. “**Affiliate**” of a party means any person, corporation, organization, company, partnership, joint venture, or other entity, which directly or indirectly controls, is controlled by, or is under common Control by such party. The term “**Control**” means the holding of 50% or more of the common voting stock or ordinary shares in such entity or any other comparable equity or interest with respect to such entity, the right to appoint or discharge more than 50% of the directors, the right to share in more than 50% of the profits of such entity, or the possession of sufficient authority to direct or cause the direction of management of such entity. “**Avient**” means Avient Corporation and its Affiliates whether now existing or established by investment, merger or otherwise, including the successors and assigns of such entities. “**Goods**” are the products, including, but not limited to, raw materials, liquids, equipment, design, software, leased goods, stored goods, and all related documentation to be supplied as specified in the Purchase Order. “**Party**” or “**Parties**” shall mean Avient and/or Supplier. “**Purchase Order**” is the order issued by Avient including all related documentation. “**Services**” are the services and/or all pertaining deliverables to be provided as specified in the applicable Purchase Order. “**Supplier**” means

each person or entity that enters into an Agreement with Avient.

### 2. Acceptance

These Terms of Purchase together with the relevant Purchase Order issued by Avient constitute the full understanding of the Parties and is a final, complete and exclusive statement of the terms and conditions of their agreement regarding the supply of Goods and/or performance of Services by Supplier. Any changes by Supplier are binding only if accepted by Avient in writing. Acceptance of delivery of Goods or Services delivered under an Agreement shall not constitute acceptance of any Supplier's terms and conditions. Performance of any part of a Purchase Order by Supplier will function as Supplier's unconditional acceptance thereof.

### 3. Pricing/Payment Terms

3.1 Supplier shall deliver the Goods and/or perform the Services against the price(s) mentioned in the Agreement. Unless expressly stated to the contrary, prices are (i) fixed and firm (ii) exclusive of any Value Added Tax (“VAT”) but (iii) inclusive of all other taxes, duties, levies, fees (including license fees), labeling, packaging, shipping, charges and inclusive all costs.

3.2 Avient shall pay the amount invoiced by Supplier by bank transfer as follows:

3.2.1 North America. Payment shall occur 5<sup>th</sup> 4<sup>th</sup> *proximo* from the date of the invoice, meaning that invoices dated in January will undergo payment May 5<sup>th</sup>, as an example.



## Avient Terms and Conditions of Purchase for Goods and/or Services

3.2.2 Asia. Net 90 days from the bill of lading (or delivery note) or invoice date which comes later.

3.2.3 EMEA. 90 days from end of the invoice month, unless local law requires a shorter period.

3.2.4 South America. Net 90 days.

3.2.5 Mexico and Central America. Payment shall occur 5th 4<sup>th</sup> proximo from the date of the invoice, meaning that invoices dated in January will undergo payment May 5th, as an example.

In the event Avient gives notice that an invoice is incorrect or disputed, the Supplier shall immediately issue a credit note and/or a new invoice for the correct amount. Avient may authorize any other Avient Affiliate to fulfill the payment due by Avient. Such payment shall discharge Avient from its respective payment obligation towards Supplier. In case an invoice is under dispute, Supplier has no right to postpone its obligations. Avient has the right to set off amounts it owes to Supplier or any of its Affiliates, against amounts which Supplier or any of its Affiliates owes to Avient.

3.3 To the extent Services are supplied at a reimbursable basis, Supplier shall keep records of all costs, expenditures and hours worked and shall provide Avient access thereto.

3.4 Supplier shall send its invoices to Avient (i) within five (5) working days after the date Supplier is entitled to payment under the Purchase Order and (ii) in any event no later than

three (3) months after the end of the project/and or delivery of the Goods and/or performance of the Services. Avient shall not be responsible for delayed payments in case invoices are sent by Supplier after the period under (ii) above.

3.5 Unless otherwise agreed between the Parties, Supplier will execute the purchasing process (including but not limited to the Purchase Order, order confirmation, shipping notification, invoicing) through electronic communication.

### 4. Time

Time is of the essence in respect of Supplier and the Supplier's obligations under this Agreement. Supplier warrants that it will supply without delay and interruption the Goods and/or Services as mentioned in the Purchase Order. Supplier shall immediately notify Avient in writing of any foreseeable delay. If Supplier does not deliver the Goods within the time period promised, Avient reserves the right, in addition to its other rights and remedies, to cancel the Purchase Order upon notice to the Supplier and to purchase substitute goods elsewhere and charge Supplier for any loss incurred.

### 5. Delivery, warranty and acceptance of Goods

5.1 Unless explicitly agreed otherwise, the Goods shall be delivered according to Incoterm DAP site Avient Incoterms 2020<sup>®</sup>.

5.2 Delivery shall be realized in adequate and approved packaging. Costly and re-usable packaging shall be taken back by Supplier. Supplier shall timely provide Avient with (copies of) all applicable licenses, documents, information, specifications and instructions necessary for safe and proper transport, use,



## Avient Terms and Conditions of Purchase for Goods and/or Services

treatment, process and storage of the Goods and with all certificates of analysis/conformity as customarily supplied.

5.3 In addition to all express and implied warranties provided by law or otherwise, Supplier warrants to Avient good and marketable title to the Goods free and clear of all liens and encumbrances and that the Goods shall: (i) conform to all specifications, and other descriptions furnished by Avient, offered by Supplier or agreed and attached hereto, as applicable, and to all samples provided by Supplier; (ii) be new and free from all defects in materials; (iii) be of merchantable quality; (iv) be safe and fit and sufficient for the purposes intended by Avient to the extent known or reasonably knowable by Supplier; (v) conform with all applicable laws in the country of production and delivery (including without limitation EU Chemicals REACH, WEE and RoHS; Occupational Safety and Health Act of 1970, Toxic Substances Control Act, California Health and Safety Code Section 25249.5 et seq. (Proposition 65)); (vi) be non-infringing as shipped by Supplier, with respect to patents, trademarks, copyrights, trade secrets and all other intellectual property rights of third parties in the country of delivery; and (vii) be in full and strict conformance to any Certificate of Analysis ("COA") or Certificate of Conformance ("COC") provided by Supplier in connection with a particular shipment of Goods. In addition, Supplier warrants that all Certificates of Origin for the Goods shall be provided to Avient on a timely basis and shall be accurate and complete. All warranties shall run to Avient, its successors, assigns, and customers and to the users of its product, and shall be construed as conditions as well as warranties, and shall not be deemed to be exclusive. Supplier warrants that the Goods provided do not contain any chemicals included

on Schedule 1, Schedule 2, or Schedule 3 of the Chemical Weapons Convention and Chemical Weapons Convention Regulations and do not contain so-called Conflict Minerals nor result from processes utilizing Conflict Minerals. Avient's approval of Supplier's material or design shall not relieve the Supplier of the warranties set forth herein.

5.4 In the event of a breach of Supplier's warranties herein, in addition to Avient's other remedies at law or in equity, Supplier shall, at Avient's option, immediately either replace the quantity of Goods forming the basis for the breach or refund the purchase price therefore. In the event of any other breach by Supplier hereto, Avient shall have available to it all remedies, at law or in equity, available under applicable law.

5.5 Avient has the right, but not the obligation, to check the Goods for any visible defects and for any non-conformity with the agreed specifications. Avient is entitled to reject any Goods, which are delivered (i) not at the agreed time, (ii) not in the agreed volume and/or quantity, (iii) in inappropriate or damaged packaging or (iv) with other defect(s), for risk and account of Supplier and without prejudice to Avient's right to compensation for the losses and damages suffered as a result of Supplier's non-compliance.

### **6. Performance, warranty and acceptance of Services**

6.1 Supplier warrants that the quality and the intended results of the Services shall conform to the specifications and other requirements as stated in Avient's PO or otherwise agreed in writing between the Parties. Supplier shall perform the Services in accordance in accordance with the highest applicable



## Avient Terms and Conditions of Purchase for Goods and/or Services

professional standards recognized by the Supplier's industry and in accordance with the specifications of the Agreement.

6.2 In the event of a breach of Supplier's warranties herein, in addition to Avient's other remedies at law or in equity, Supplier shall, immediately re-perform the services, and in each event promptly compensate Avient for Avient's direct damages and expense.

6.3 If Supplier is granted access to Avient facilities in order for Supplier to perform the Services, such access shall be subject to prior written approval by Avient and Supplier's compliance with security, safety and other Avient rules, regulations and procedures.

6.4 Supplier shall properly and timely instruct Avient of any special use or treatment regarding the Services.

### 7. **Cybersecurity/Data Privacy, warranty**

Supplier warrants that it has implemented sufficient organizational, technical and administrative controls, policies, procedures, and safeguards to maintain confidentiality and integrity of any personal, proprietary or confidential information of (or provided by) Avient in connection with the delivery of Goods and/or Services under this Agreement (collectively "Data"). Personal information means any identifying or potentially identifiable information including but not limited to names, contact details, IP addresses and any information associated with those identifiers. Supplier shall further ensure that its information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "IT Systems") perform as required in connection with the provision of Goods and/or Services

under the Agreement and are free and clear of all material bugs, errors, defects, Trojan horses, time bombs, malware and other corruptors. Supplier shall promptly notify Avient of any suspected or actual loss (or loss of control over), destruction, disclosure of or unauthorized access to Data ("Security Incident"). All Security Incidents shall be reported to Avient via email to [soc@avient.com](mailto:soc@avient.com) without undue delay and not later than 24 hours upon becoming aware of or suspecting a Security incident. Supplier shall provide Avient with all necessary information about the Security Incident as well as reasonable assistance needed for Avient to fulfill its legal obligations. Supplier shall comply with all applicable laws and regulations including requirements related to the privacy and security of Data and IT Systems. Notwithstanding any limitation of liability set forth in this Agreement, Supplier agrees to fully indemnify Avient for any damages (including third party claims), settlements, fines, costs, fees, etc. suffered or incurred by Avient as a result of a Security Incident.

### 8. **Transfer of title**

8.1 The title of the Goods and deliverables of the Services shall pass to Avient upon delivery at the designated delivery point. However, if Avient pays for any Goods prior to delivery, title shall pass to Avient upon payment. If Goods or deliverables of the Services are received by Avient in phases or under agreed milestones (e.g. linked to Avient's payment percentage or otherwise), each phase or milestone shall be considered as a separate delivery and the title of such (semi-finished) Goods or (partial) deliverable of Services, shall pass to Avient at the time of such separate delivery.

8.2 Supplier shall identifiably store any raw materials and semi-finished goods allocated for



## **Avient Terms and Conditions of Purchase for Goods and/or Services**

the manufacture and/or production of the deliverables and the finished deliverable itself. The risk of such goods remains with Supplier until acceptance thereof.

### **9. Opportunity to inspect**

9.1 Supplier shall ensure that Avient or its nominee has the opportunity to inspect the Goods or the manufacturing process of the Goods and/or any place where the Services or part thereof may be carried out.

9.2 Supplier shall diligently and continuously control and test the quality of the Goods and Services as well as the operations during manufacturing, storage and delivery. Supplier shall ensure that Avient, or its nominee, has the opportunity to attend tests and/or inspect the Goods at any time.

9.3 Inspection and/or testing does not relieve Supplier of any obligation or liability under the Agreement.

### **10. Changes**

No deviation, substitution, or other difference related to the Goods and/or (performance of) the Services is permitted without Avient's prior written approval including, but not limited to any of the following: (business) processes, (raw) materials (including supply source/grade) recipe, processing conditions, location of manufacture, equipment, testing methods and/or any other changes that might affect the specifications of the Goods and/or the Services.

### **11. Chemical Control Regulations**

With regard to chemicals supplied under the Purchase Order, Supplier herewith confirms that it is fully aware of the applicable chemical control regulations. To the extent that any Goods or any of their substances fall within the

scope of such chemical control regulations, Supplier confirms and represents that the Goods or any of their substances, are fully compliant with these requirements. Supplier will provide the (pre-) registration number(s) to Avient.

### **12. Compliance with Laws and Avient Supplier Code of Conduct**

12.1 Avient is a member of two supply chain security programs: U.S. Customs and Trade Partnership Against Terrorism (CTPAT) and Canada Partners in Protection (PIP). For all Goods supplied to the U.S. and/or Canada, Supplier shall comply with CTPAT supply chain security guidelines. Supplier shall submit to an on-site audit for CTPAT compliance by Avient and/or U.S. Customs and Border Protection (CBP) personnel. Supplier shall complete annual online assessments for CTPAT compliance and to correct any deficiencies in supply chain security identified by either an online assessment or on-site audit. In the event of a failure to correct deficiencies Avient reserves a right to terminate this Agreement.

12.2 Supplier shall comply with all applicable (inter)national laws, rules and regulations, standards and orders in connection with the performance of the Agreement, including all applicable laws, rules and regulations on international trade, such as but not limited to embargos/sanctions, all import and export controls and screening against sanctioned party lists. Avient reserves the right to terminate this Agreement if Supplier or any of its Affiliates appear on any Denied Person/Parties listing maintained by any U.S. Government agency or department. Upon request, Supplier must provide Avient with information on any export controls applicable to Goods supplied to Avient, including Goods subject to the U.S. Export Administration Regulations (EAR), U.S.



## Avient Terms and Conditions of Purchase for Goods and/or Services

International Traffic in Arms Regulations (ITAR), or the Wassenaar Arrangement. Supplier will notify Avient if any Goods supplied to Avient are specifically designed for military use.

12.3 Supplier shall comply with the Avient Supplier Code of Conduct "Code" which can be found at:

<https://www.avient.com/company/policies-and-governance-0/supplier-code-conduct>

12.4 Supplier shall comply with all applicable commercial and public anti-bribery laws including the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010 and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Furthermore, Supplier shall not make any facilitation payments to induce officials to perform routine functions they are otherwise obliged to perform. Supplier shall enter into a written agreement with its subcontractors or agents that contains terms that are at least as protective of Avient as the present clause. Supplier remains responsible for compliance of its subcontractors, agents and its personnel in all respects.

12.5 Supplier complies with and acts in accordance with all applicable safety, health and environmental instructions, avoid pollution of the soil and the groundwater, limit air and noise pollution on the Avient's site, comply with site and site access regulations as well as Avient security regulations. Supplier must, at its own cost, arrange for proper and safe transport and equipment, as well as skilled and qualified staff, able to speak the local languages and/or English,

to work in a safe, healthy and environmentally responsible manner. Avient may audit these aspects of this Agreement. Supplier shall report any irregularity with respect to safety, health and environment and security. In case of an incident, Supplier shall immediately take all measures to clean up, isolate or prevent pollution resulting from such incident.

12.6 Supplier will provide regulatory compliance credentials as required with the Goods where applicable, including but not limited to FDA, RoHS, REACH, TSCA and other chemical control laws and country inventories as required. All required documentation must conform to Avient's business requirements at the location receiving the Goods. Any claims/commitment made respecting FDA/other regulatory status requires supporting documentation acceptable to Avient. For materials ordered by a U.S. Avient location or bound for the U.S. as a final destination, Supplier will provide a TSCA Certificate of Compliance or a TSCA conformance statement on the SDS.

12.7 If any license or consent of any government or other authority is required for the acquisition, carriage or Use of Goods by Supplier, Supplier will obtain the same at its expense, and if necessary, provide evidence of the same to Avient on request. Failure to do so will entitle Avient to cancel or delay payment, but failure to do so will not entitle Supplier to withhold or delay shipment therefore. Any expenses or charges incurred by Avient resulting from such failure will be paid for by Supplier within ten (10) days of receipt of Avient's written request.

12.8 Supplier shall not deliver Goods hereunder sourced directly or indirectly from any country to which sanction by the



## Avient Terms and Conditions of Purchase for Goods and/or Services

Government of the United States or any other country apply.

12.9 Supplier will not use forced labor, as defined by U.S. Section 307 of the Tariff Act of 1930 (19 U.S.C. § 1307), in the manufacture or supply of any materials or services for Avient. Supplier will comply with all forced labor provisions in U.S. Section 307 of the Tariff Act of 1930 (19 U.S.C. § 1307) and Trade Facilitation and Enforcement Act of 2015 (TFTEA) including the applicable provisions of the Uyghur Forced Labor Prevention Act (UFLPA). Additional information is available at <https://www.cbp.gov/trade/trade-community/programs-outreach/convict-importations>

12.10 Supplier shall responsibly source tantalum, tin, tungsten and gold or their derivatives (3TG metals) to ensure that the Goods supplied to Avient do not directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo or an adjoining country (the "Covered Countries"), and to abide by Avient's Policy Statement on Conflict Minerals regarding Goods supplied to Avient. In furtherance of the foregoing, we expect our suppliers to: supply only conflict free 3TG metals to Avient; engage in due diligence of supply chains by following a nationally or internationally recognized due diligence framework; upon request, report to Avient on its due diligence process and certify that 3TG metals supplied to Avient from the Covered Countries are conflict free; and promptly report to Avient any supply chain changes regarding the origin of 3TG metals or conflict status.

12.11 Supplier and Avient shall abide by the requirements of 41 C.F.R. Section 60-1.4(a), 41

CFR sections 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, national origin, sexual orientation or gender identity.

12.12 Both parties shall act in compliance with all applicable (inter)national privacy laws, rules, regulations and standards, including guidelines and decisions of the European Data Protection Board, in connection with the performance of the Agreement. Supplier expressly warrants neither to process any Avient's personal data nor those of its suppliers on Avient's behalf, before entering into Avient's Data Usage and Protection Agreement (DPA) nor to involve any subcontractors in processing any such personal data without its prior written consent. Avient is entitled to audit Supplier's compliance with these privacy laws, including without limitation, Supplier's obligation to take appropriate technical and organizational measures to protect the personal data involved. Supplier will contribute and cooperate to the execution of such an audit and will secure that its subcontractors will contribute and cooperate also.

### 13. Indemnification and Liability

13.1 Supplier will indemnify, defend, and hold harmless Avient, its officers, directors, employees, agents, successors, assigns, customers and other vendors, and their respective present and future directors, officers, employees and agents from and against all liabilities, damages, claims, losses, costs, fees, expenses, penalties and injuries of any kind or nature (including court costs and reasonable attorneys' and experts' fees), arising out of or



## Avient Terms and Conditions of Purchase for Goods and/or Services

resulting in any way from: 1) Any breach by Supplier or a Supplier contractor/agent of any representation, warranty or obligation under the Agreement; 2) Any product liability and/or product safety issue(s) related to the Goods; 3) Personal injury or death related to the Goods and/or Services hereunder; 3) Any loss or damage to property attributable to the Goods or Services; 4) Any negligent act, omission or willful misconduct of Supplier or a or Supplier contractor/agent; and 5) The failure of Supplier's Goods or Services to comply with all international, state, federal and local laws, rules and regulations. This indemnification shall be in addition to the warranty obligations of Supplier.

13.2 As to all Goods supplied hereunder, Supplier will indemnify, defend, and hold harmless Avient and its officers, directors, employees, agents, successors, assigns, customers and other vendors, and their respective present and future directors, officers, employees and agents from and against any and all liabilities, claims, losses actions, damages, costs, fees, expenses, penalties and injuries of any kind or nature (including court costs and reasonable attorneys' and experts' fees) arising out of any third party claim that as-shipped by Supplier, such Goods infringe any patent, copyright or other intellectual property right of another person in the country of delivery.

13.3 Supplier is fully liable for the correct and timely payment of all taxes and levies indebted in connection to the performance of the Agreement and will indemnify Avient against all claims and damages relating to its obligations concerning taxes, contributions and any claims of third parties, including the applicable government of the country at issue.

13.4 Supplier shall indemnify Avient for any costs, duties, fees, taxes, losses, and damages,

including court costs and reasonable attorneys' and experts' fees, which may be incurred by Avient for any actual or alleged violation of the U.S. customs laws with respect to the Goods.

13.5 In no event shall Avient have liability or indemnity obligations to Supplier for indirect, consequential, special, exemplary, punitive or moral damages.

### 14. Force Majeure

Acts of God, fires, catastrophic floods, catastrophic storm, pandemics, epidemics, catastrophic failure of equipment essential to make or use Goods or provide Services, war, terrorism or other cause(s), in each case that are beyond the reasonable control of a Party, not reasonably foreseeable, not caused by acts or omissions of the Party affected and that could not reasonably have been avoided through a work-around plan, and which prevent Supplier from providing or procuring the Goods and/or Services, Avient from receiving or using Goods and/or Services or either Party from performing its obligations under this Agreement ("Force Majeure"), will suspend the affected Party's obligations under this Agreement during the period required to remove such Force Majeure. The affected Party will promptly notify the other Party promptly of the occurrence of the Force Majeure, its cause, and the affected Party's action plan to cure the Force Majeure. If the affected Party is Supplier, then Avient, upon notice of the Force Majeure may purchase substitute Services or Goods from other suppliers in which case the obligations of Avient and Supplier under this Agreement, if any will be reduced or suspended accordingly. Supplier acknowledges that in such event Avient may have to arrange for a supply of substitute Goods for a period of time exceeding the duration of Supplier's Force Majeure in order to obtain such



## Avient Terms and Conditions of Purchase for Goods and/or Services

substitute Goods, and Avient's purchases under such arrangement even after the termination of the Force Majeure shall not constitute a breach of Avient's obligations hereunder. If the affected Party is Supplier and the period of the Force Majeure lasts longer than fifteen (15) calendar days, then Avient may, at any time thereafter, while such Force Majeure continues, terminate this Agreement without penalty, liability or further obligation therefore or hereunder, immediately upon notice to the Supplier. If the affected Party is Supplier, then during the continuance of the Force Majeure, Supplier will distribute its available Goods to Avient and Supplier's other customers and internal uses so that the percentage reduction in Supplier's availability of Goods to Avient is no less than the overall percentage reduction in the total quantity of Goods that Supplier is able to supply as a result of the Force Majeure.

### 15. Confidentiality

Any and all information provided by or on behalf of Avient shall be treated as confidential and shall only be used by Supplier for the purpose of this Agreement. Disclosing information is only allowed to any of its employees or a third party on a strict need-to-know basis, except in case Supplier is required to disclose the information by virtue of a court order or statutory duty, provided that the Supplier shall immediately inform Avient. Supplier shall upon demand promptly return to Avient all such information. Supplier shall not retain a copy thereof. Supplier shall treat the existence of the Agreement as confidential. Supplier or its employees will sign a confidentiality agreement, at Avient's request. In the event that the Parties have an active Confidential Disclosure Agreement ("CDA") in place at the time of entering into the Agreement,

disclosures of confidential information under the Agreement shall be governed by the CDA.

### 16. Ownership and intellectual property

16.1 Any and all information, data, property or materials disclosed to Supplier remains the property of Avient. Supplier is not entitled to make use of or refer to any trademark, trade name, domain name, patent, design, copyright, or other intellectual property right of Avient unless prior obtained written consent of Avient has been provided. Any authorized use shall be strictly in accordance with the instructions and for the purposes specified.

16.2 Supplier expressly warrants that it has the right to grant Avient the relevant intellectual property license(s). Supplier holds any and all licenses, permits, end-user statements and any other documents, which are required in the country of origin, of transit and of destination to perform its obligations and will immediately notify Avient of any legal restrictions. Supplier further warrants that the Goods and/or Services, alone or in combination, will not result in or give rise to any infringement or misappropriation of any intellectual property right of a third party.

Should the Goods delivered by Supplier hereunder become, or in Avient's reasonable opinion be likely to become, the subject of a claim of infringement of any patent, trademark, copyright, or other intellectual property right, then Supplier shall, at Avient's option: (i) procure for Avient the right to use the goods free of any liability for infringement, (ii) replace such goods with non-infringing substitutes or modify such goods to be non-infringing, or (iii) refund Avient's purchase price and accept the return of such Goods.



## **Avient Terms and Conditions of Purchase for Goods and/or Services**

16.3 If Supplier manufactures Goods and/or provides Services pursuant to instructions of Avient, and unless expressly otherwise accepted in writing between the parties, Supplier hereby assigns to Avient, by way of present and future assignment, all intellectual property rights, know-how, copyrights and other items (inventions, drawings, feasibility studies, software (including source codes, sub-software and documentation), etc.) related to such Goods and/or Services developed by or on behalf of Supplier. Supplier shall co-operate in the execution of any formalities necessary to effectuate the transfer of the ownership of such intellectual property rights.

Intellectual property rights to software not developed explicitly for Avient or on Avient's instructions shall remain with Supplier and Supplier shall grant Avient a non-exclusive, non-transferable, irrevocable, perpetual and royalty free license not limited to specific equipment or location. Avient is allowed to provide sub-licenses to other Avient Affiliates.

### **17. Insurance**

Supplier shall maintain insurance adequate to cover the risks resulting from or connected with the Agreement. Upon the request of Avient, Supplier shall deliver promptly to Avient certificates of insurance made out by the applicable insurer(s) or their authorized agents for the insurance required under this Section (the "Required Insurance") and for any material policy amendments thereto. Each policy shall provide for thirty (30) days' prior written notice to be given by insurer to Avient in the event of any termination, non-renewal or cancellation, or any material change in coverage or deductibles. All Required Insurance shall insure the interests of Avient regardless of any breach or violation by Supplier or any other person. All Required

Insurance must be primary and be required to respond and pay prior to any other available coverage. Supplier, Supplier's insurer(s) and anyone claiming by, through, under or on Supplier's behalf shall have no claim, right of action or right of subrogation against Avient or its customers based on any loss or liability insured against under the Required Insurance. This Section shall not imply or impose any limitation upon the amounts that may be claimed by Avient. All required Insurance shall be carried with responsible insurance companies of recognized standing which are authorized to do business in the state in which the Services are rendered and are rated B+ VII or better by A.M. Best. If Supplier fails to procure or maintain the Required Insurance, Avient shall have the right, but not the obligation, to effect such insurance at Supplier's expense.

### **18. Termination and suspension**

18.1 Avient is entitled to suspend the performance of its obligations in whole or in part or terminate the Agreement with immediate effect, without prejudice to its right to claim damages and without any compensation to or indemnification of Supplier (i) in case Supplier has been declared bankrupt, is in a state of liquidation, has ceased or suspended whole or substantial part of its business, is subject of a court order or preventative legal scheme of settlement (ii) in case of non-compliance with clause 12 including but not limited to, the Avient Supplier Code of Conduct, import, export or chemical control regulations, anti-bribery laws, privacy laws or the provisions of safety, health, environment and security (iii) in case of not approved changes in accordance with clause 10; (iv) failure to make timely progress, nonperformance, or breach by Supplier of the Agreement; and (v) for convenience by written



## **Avient Terms and Conditions of Purchase for Goods and/or Services**

notice to the Supplier in which latter case Avient and Supplier shall negotiate reasonable termination charges limited to Supplier's direct costs of materials and labor incurred to the date of termination. After such termination, Avient may return received Goods in whole or in part against repayment and retransfer of ownership therein to Supplier. In the event of termination for cause, Avient shall not be liable to Supplier for any amount, and Supplier shall be liable to Avient for any and all damages sustained by reason of the default which gave rise to the termination.

18.2 Upon termination, Supplier will return all Data and all other information belonging to or provided by Avient to Supplier and all copies of such Data and information to Avient forthwith, including, but not limited to any and all information under clause 15, or, at the written instruction of Avient, will destroy all such Data and information together with any and all copies of all such Data and information and certify in writing to Avient thereof.

### **19. Independent Contractor**

Supplier acts in all respects as an independent contractor for Avient and does not have authority to bind Avient in any way. This Agreement does not evidence or constitute a joint venture or partnership between the parties. Supplier is not an employee of Avient, and will not be entitled to any of the benefits accorded Avient employees. Avient does not agree to use Supplier exclusively. Supplier shall be responsible for and shall indemnify Avient against all liability and loss in connection with payment of all taxes incident to its performance of this Agreement.

### **20. Miscellaneous**

20.1 If any provision(s) of these Terms of Purchase should be or become ineffective or invalid, the other provisions will not be affected thereby. The Parties agree to replace the ineffective or invalid provision(s) by a provision of similar importance, which reflects as closely as possible the intent of the original clause.

20.2 Failure by either Party to require strict performance by the other Party of any obligation hereunder shall in no way affect its right thereafter to enforce any obligation, nor shall a waiver by either party of any breach be held to be a waiver of any previous or later breach. No waiver will have any effect unless specific, irrevocable and in writing.

20.3 Supplier shall not assign or transfer the Agreement in whole or in part without Avient's prior written consent. Such consent shall not relieve Supplier from, and shall be subject to compliance with, any of the obligations under the Agreement. Avient is entitled to assign or transfer the Agreement or any part thereof to any Avient Affiliate upon notice to Supplier.

20.4 The Parties shall comply with all applicable laws, treaties, conventions, directives, statutes, ordinances, rules, regulations, orders, writs, judgments, injunctions or decrees of any governmental authority having jurisdiction ("Laws") pertaining to the fulfillment of the Agreement; provided that The UN Convention respecting Contracts for International Sale of Goods (CISG) shall not apply to transactions under this Agreement. Generally, the law of the State of Ohio, U.S.A., shall control the interpretation and enforcement of this Agreement, excepting the provisions of Ohio law respecting conflict of law, and provided that for matters relating specifically to or arising out of a



## Avient Terms and Conditions of Purchase for Goods and/or Services

specific delivery of Goods or performance of Services hereunder:

20.4.1 For Goods or Services delivered/performed in North America (including Mexico) the law of the state of Ohio, U.S.A., shall control the interpretation and enforcement of this Agreement, excepting the provisions of Ohio law respecting conflict of law.

20.4.2 For Goods or Services delivered/performed in Europe (including Russia and the former Soviet client states (but not the Czech Republic)) and Africa, Swiss Law of Contracts shall control the interpretation and enforcement of this Agreement, excepting provisions of Swiss law respecting conflict of law.

20.4.3 For Goods or Services delivered/performed in the Czech Republic, Czech Republic law shall control the interpretation and enforcement of this Agreement, excepting provisions of Czech Republic law respecting conflict of law.

20.4.4 For Goods or Services delivered/performed from a China entity Supplier to a Avient-China entity, China law shall control the interpretation and enforcement of this Agreement, excepting the provisions of China law respecting conflict of law.

20.4.5 For Goods or Services delivered/performed in the balance of Asia, Singapore Law shall control the interpretation and enforcement of this Agreement, excepting the provisions of Singapore law respecting conflict of law.

20.4.6 For Goods or Services delivered/performed in Central and South America the internal law of Brazil shall control the interpretation and enforcement of this Agreement, excepting the provisions of Brazil law respecting conflict of law.

20.5 Any dispute or controversy arising out of or in connection with this Agreement relating specifically to or arising out of a specific Delivery of Goods or performance of a Service hereunder shall, if not settled amicably by the parties, be submitted for resolution as follows:

20.5.1 For Goods or Services delivered/performed in North America and Mexico, the Ohio State and United States federal courts sitting in Summit County, Ohio, and each Party consents to exclusive jurisdiction in such courts and waives all objections to forum regardless of basis.

20.5.2 For Goods or Services delivered/performed in Europe (including Russia and the former Soviet client states) and Africa} binding arbitration before the World Intellectual Property Organization sitting in Geneva, Switzerland (unless local law mandates a different forum).

20.5.3 For Goods or Services delivered/performed in China by a Chinese supplier to a Chinese Avient entity the courts of China sitting in Shanghai.

20.5.4 For Goods or Services delivered/performed in the remainder of Asia the courts of Singapore.



## **Avient Terms and Conditions of Purchase for Goods and/or Services**

20.5.5 For Goods or Services delivered/performed in Central and South America binding arbitration before The Arbitration and Mediation Center of the Brazil-Canada Chamber of Commerce sitting in Sao Paulo.

20.6 ***For Goods or Services delivered/performed in India***, Supplier acknowledges that Avient may collect and process certain information relating to Supplier, including but not limited to Supplier identification details, tax registration information and PAN, for legitimate business and regulatory compliance purposes including verification of MSME classification under applicable law. Supplier agrees that Avient may disclose such information to its Affiliates, professional advisors, consultants, auditors or service providers strictly on a need-to-know basis for the above purposes, provided that such parties are bound by confidentiality and data protection obligations.

20.7 Expiry, termination or cancellation of the Agreement shall not affect any right or obligation, which expressly or by its nature survives such expiry, termination or cancellation, including but not limited to representations, warranties, confidentiality obligations, intellectual property rights and accrued rights.