

THIS ORDER IS PLACED BY BUYER EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BY ACCEPTING THIS ORDER, SELLER AGREES TO BE BOUND THEREBY.

1. **DEFINITIONS.** As used in these terms and conditions ("General Terms"), "Buyer" means the Sensient entity buying Products or Services from Seller, and "Seller" means the individual, company, or entity selling Products or Services to Buyer; "Order" means a purchase order or statement of work from Buyer to Seller that specifies Products or Services to be purchased by Buyer from Seller; "Product(s)" means the raw materials, finished goods, or other item or items to be sold by Seller to Buyer; "Quotation" means Seller's written notice to Buyer of pricing options and related sales terms; "Services" means the services to be rendered to Buyer by Seller; and "Contract" means the legally binding agreement between Buyer and Seller for the sale and purchase of Products and/or Services, which is solely comprised of these General Terms and this Order unless otherwise noted by Buyer on this Order.

2. **ACCEPTANCE.**

This Order constitutes an offer to do business ("Offer") on the terms set forth herein. This Offer expressly limits acceptance to the terms of this Offer. Notification of objection is hereby given to any term in any response to this Offer that does not exactly match this Offer. By acknowledging receipt of this Order, or by shipping the Products or performing the Services called for by this Order, or by otherwise agreeing orally or in writing to this Order, Seller expressly agrees to these General Terms and accepts this Offer, establishing a Contract. This Contract incorporates all terms at law (including the Uniform Commercial Code) that protect the Buyer, including, without limitation, all express and implied warranties and all Buyer's remedies.

3. **PRICE AND QUANTITY.** The price is as stated in this Contract and is not subject to increase (unless amended per Section 6 of these General Terms), but if an exact price is not stated in this Contract, the Products or Services will be billed at the price set forth in the most recent Quotation, or in the applicable master agreement or statement of work. Seller agrees that any price reduction for Products or Services described in this Contract made prior to the delivery or performance thereof will be applied to this Contract. As to Products, Seller guarantees that it has the capacity to provide the quantity set forth in this Contract and that it will provide the Products or Services in the quantity or manner specified. The quantity set forth is subject to adjustment by Buyer pursuant to Sections 11, 16, and 17 of these General Terms.

Unless otherwise provided herein, the price includes all packaging, transportation, and insurance costs, and all customs fees, taxes, and other governmental charges now imposed or hereinafter becoming effective upon the production, sale, shipment, or use of the Products or Services, and Seller agrees and acknowledges its duty to pay such taxes and other governmental charges without increasing the price set forth herein. Buyer is entitled to a credit or a refund in the event of any reduction or cessation of any such taxes or governmental charges included in the price.

Seller will provide information upon Buyer's reasonable request in order for Buyer to comply with all laws, regulations, and related reporting obligations in the country of destination, including but not limited to customs-related obligations, local content/origin requirements, and tariff and trade program duty avoidance(s) and/or refund benefits, where applicable.

4. **PAYMENT.** Seller will issue invoices to Buyer showing Product type (including product number) and volume, Order number, point of shipment, and delivery date. Buyer will pay all property invoiced and undisputed amounts due to Seller within sixty (60) days after the later of Buyer's receipt of Products and/or Services, or receipt of invoice. Payment will be made in the currency stated on this Order, and the price will not be increased or modified due to any exchange rate movement or for any other reason.

5. **DELIVERY AND RISK OF LOSS.**

(a) Time is of the essence under this Contract. Unless otherwise specified by Buyer in writing, all Products will be furnished Delivery Duty Paid under then-valid Incoterms (unless otherwise stated on the reverse). Buyer's count and weight are to be accepted as firm on any shipments.

(b) Risk of loss on any Products furnished pursuant to this Order will remain with Seller until such Products are received and accepted by the Buyer. Acceptance of one portion of the Products will not be deemed to constitute acceptance of all Products, nor will inspection or acceptance of Products or Services, or payment for them, constitute a waiver of any claim for delay, breach of warranty, or any other claim with respect to the Products or Services, or discharge Seller's liability under this Contract or at law.

6. **CHANGE MANAGEMENT.** Buyer may, at any time, by written order, change the materials, specifications, processing, method of packing or shipping, or the place of delivery of the Products or Services. If any such change causes an increase or decrease in cost, or affects the timing of performance, the parties will adjust the purchase price and delivery schedule equitably by written amendment to this Order. Seller will not change any supplier, manufacturing location, or raw material composition in connection with any Product, nor the specifications, processing, method of packing or shipping, or the place of delivery of the Products, except upon sixty (60) days' written notice to Buyer of the proposed change and receipt of Buyer's prior written approval.

7. **INSPECTION AND AUDIT.** All Products shipments and all Services deliverables ("Deliverables") are subject to Buyer's right of inspection, which may be exercised at any time prior to Buyer's use of the Products or Deliverables. In addition to its other remedies at law or in equity, Buyer reserves the right to reject any non-conforming Products or Services upon inspection, to avail itself of any remedies found under Section 11 of these General Terms, and to return non-conforming Products to the Seller at Seller's risk, with all transportation charges to be paid by Seller. Buyer will have the right to audit and inspect Seller's facilities used in the production of Products or Services to confirm compliance with this Contract.

8. **WARRANTIES.**

(a) Condition. Seller expressly warrants that, for the longer of one (1) year from delivery, or, if Products, the shelf life of the Products, all Products and Services covered by this Order will conform to the specifications, drawings, samples, or other description as approved by Buyer and upon which this Order is based; will be fit and sufficient for the purpose intended; will be merchantable, of good material and workmanship; will be free from defects; will be free and clear of all liens, security interests, or encumbrances; and, with respect to Services, all Services will be performed in a workmanlike manner according to the highest professional standards. Seller further warrants that, at the time of delivery, all Products with a shelf life will have at least 75% of the applicable shelf life remaining. If the Products contain one or more manufacturer's warranties, Seller assigns such warranties to Buyer and Buyer's customers.

(b) Packaging. Seller warrants that it will pack Products according to Buyer's instructions, or if Buyer does not provide instructions, in a manner fit and sufficient to ensure their delivery in undamaged condition. Seller further warrants that all packaging and labeling will comply with all laws, rules, and regulations applicable thereto.

(c) Food, Drugs, and Cosmetics. In the case of Products which are foods, drugs, cosmetics, or ingredients therefor, or are to be used in packaging or labeling such products, Seller warrants that, for the longer of one (1) year from delivery, or the shelf life of the Products, the Products are fit for human consumption, are not adulterated or misbranded under the meaning of any applicable law, rule, or regulation (including the U.S. Federal Food, Drug and Cosmetic Act), and are not barred from introduction into interstate or international commerce under any applicable law, rule, or regulation.

(d) Intellectual Property. Seller warrants that the use, consumption, or sale of the Products or Services does not and will not infringe any patent, patent rights, trade secrets, trademark, trade name, or similar rights.

(e) Governmental Regulation. Seller warrants that all Products and Services have been produced, sold, priced, and delivered to Buyer in compliance with all applicable federal, state, municipal, local, and other laws, rules, regulations, ordinances, and directions existing in the place of manufacturer and at the time and place of delivery. Seller has and will maintain in effect all licenses, permits, authorizations, and consents that it needs to carry on its business, and Seller agrees, upon request, to furnish Buyer with appropriate certificates showing such compliance. Specifically, but not by way of limitation, Seller warrants compliance with the following:

(i) Equal Employment Opportunity. Seller will not discriminate against any employee or applicant on any basis prohibited by law, and will comply with applicable laws, rules, and regulations regarding nondiscrimination in employment.

(ii) Anti-Corruption. Seller will not take, give, promise to give, or cause its agents to take, give, or promise to give, any payment or thing of value, or take any other action, that would constitute a violation of the U.S. Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act, or any other applicable anti-corruption or anti-bribery law, or take, make, or cause its agents to take or make any payment, or to take any action, designed to bring about improper performance by another person. Seller will not act on behalf of Buyer in any manner that would violate any anti-corruption or anti-bribery law, and will not give, or promise to give, any payment or thing of value on behalf of Buyer that would constitute a violation of such laws.

(f) General. These warranties are in addition to, and not in limitation of, any other warranties, express or implied, whether ordinarily extended by Seller or established by statute or common law, or elsewhere set forth in this Contract. Buyer's failure to give notice to Seller of any breach of warranty will not discharge Seller's liability under this Contract, or at law, or bar relief in equity. All warranties, express or implied, will run and extend to Buyer, its successors, assigns, customers, and the users of its products. These warranties will survive any inspection, delivery, and acceptance of the Products or Services or payment by Buyer for the Products or Services. All warranties created by this Contract are cumulative.

9. **PRODUCT TRACEABILITY**

Seller will at all times have available and be ready to provide upon Buyer's demand all information regarding the exact origin of the Products, and of the ingredients used to produce the Products (if any), and the movement of the Products, as well as complete and accurate records relating to the manufacture, packaging, testing, storage, shipment, and destruction of the Products, Nonconforming Products (as defined in Section 11), ingredients, and production code accountability records,

including Products shipped to Seller. At Buyer's request, Seller will provide the Products' traceability back to origin of the raw goods, as well as demonstrate continuous improvements regarding ethical practices at the points of origin.

10. **SUPPLIER CODE OF CONDUCT.** Seller agrees to adhere to, and to ensure that each of the Seller's employees, agents, and subcontractors providing Products and/or performing Services under this Contract adhere to the Sensient Supplier Code of Conduct ("SCC") as amended from time to time. Failure by Seller, its employees, agents, or subcontractors to adhere to the SCC will constitute a material breach of this Agreement.

11. **NONCONFORMING PRODUCTS AND SERVICES; REMEDIES.** Products or Services that (i) do not meet the Warranties set forth in these General Terms, (ii) are not timely delivered, (iii) are not delivered in the quantity specified, (iv) do not meet other quality standards agreed to by the parties, or (v) are not in compliance with the specifications or any sample provided, or other terms of this Order or these General Terms, are "Nonconforming" under the terms of the Contract. For any Nonconforming Products or Services, Buyer is entitled, at its discretion and without prejudice to any other remedy, to one or more of the following: (a) to terminate the Contract with immediate effect and without liability to Seller; (b) to return the Products or Services (at Seller's costs) and receive an immediate refund of all sums paid for the Nonconforming Products or Services; (c) to require that Seller repair or remedy any defect in the Nonconforming Products or Services; (d) to obtain substitute Products or Services and recover from Seller any increased costs incurred for such substitute Products or Services; and (e) to assert all other rights and remedies Buyer may have at law or in equity. The remedies in this section for Nonconforming Products or Services are cumulative and do not limit Buyer's remedies for other breaches of this Contract, negligence, intentional misconduct, or other actions of Seller. Seller acknowledges Buyer's reliance upon Seller to obtain the Products or Services at the price and in the quantities set forth in this Contract, and further that Buyer may suffer consequential or special damages, including plant down time or lost profits, as a result of Seller's breach of this Contract, for which damages Seller will also be liable.

12. **INDEMNITY.** General Indemnification. Seller will defend, indemnify, and hold harmless Buyer and Buyer's parent company, their subsidiaries, affiliates, successors, and assigns, and their respective directors, officers, shareholders, and employees, and Buyer's customers (collectively, "Indemnitees"), against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder (collectively, "Losses") arising out of or in connection with the Products or Services or Seller's negligence, willful misconduct, or breach of this Contract. Seller will not enter into any settlement under this Section without Buyer's or Indemnitee's prior written consent.

13. **LIMITATION OF LIABILITY.** In no event will Buyer be liable to Seller under this Contract, whether in tort, contract, strict liability, or otherwise, for any incidental, indirect, special, or consequential damages, including lost profits, nor will Buyer be liable for any amount that exceeds the aggregate price paid by Buyer to Seller under this Contract.

14. **INSURANCE.** Seller will carry and maintain insurance coverage satisfactory to Buyer to cover its obligations in this Contract, including (all amounts stated in U.S. dollars – local currency equivalents to apply): Commercial General Liability - \$1,000,000 per Occurrence, \$5,000,000 General Aggregate; Umbrella Liability - \$5,000,000 per each Occurrence and Aggregate; and Workers' Compensation and Employers' Liability – statutory limits in the jurisdiction where Seller operates. All such policies will name Buyer as an additional insured on a primary and non-contributory basis, and waive subrogation in favor of Buyer. On Buyer's demand, Seller will submit to Buyer certificates of insurance showing proof of such coverage. Insurance requirements and policies do not limit Seller's liability under this Contract.

15. **CONFIDENTIAL INFORMATION.** All information of a nature generally regarded as confidential or proprietary, including but not limited to business plans, product information, machinery, equipment, patterns, drawings, formulas, specifications, samples, manufacturing data, this Contract, or other information (in whatever form) furnished to Seller by Buyer or paid for by Buyer for the fulfillment of this Order, is "Confidential Information." Seller will hold Confidential Information in strict confidence and use such information for the sole purpose of furnishing Services or Products hereunder. The existence and content of this Contract constitutes Confidential Information, and Seller will make no public statement regarding this Contract.

16. **FORCE MAJEURE.** Buyer will not be liable to Seller for any delay or failure to perform caused by an event or circumstance that is beyond Buyer's reasonable control, including, but not limited to, acts of God, governmental restrictions, floods, fire, earthquake, explosion, epidemics, pandemics, quarantines, war, terrorist acts, riots, strikes, or embargoes (each being a "Force Majeure Event"). Buyer may suspend or terminate this Contract upon the occurrence of a Force Majeure Event without liability to Seller.

17. **TERMINATION.** Buyer may terminate this Order in whole or in part at any time prior to delivery, and Buyer's sole liability to Seller will be the actual costs incurred in production of Products or Services ordered hereunder and cancelled and for which Seller is unable to find an alternative buyer or otherwise mitigate its losses. Buyer will have no liability for Seller's inventory or raw material purchases except as set forth above. Buyer may also terminate this Contract or any part of it for cause ("Cause") in the event that Seller: (i) fails to timely deliver Products or Services under this Contract, (ii) breaches any term of this Contract, or (iii) becomes insolvent, or files, or has filed against it, a petition for bankruptcy, reorganization, or other insolvency proceeding (as permitted by law). Upon termination for Cause, Buyer will not be liable to Seller for any amount, and Seller will be liable to Buyer for any and all costs and expenses associated with the event(s) that constituted Cause hereunder, including Buyer's costs and expenses to obtain an alternative supply of Products or Services.

18. **SET OFF.** Buyer has the right to deduct and set off against claims for money due or to become due from Buyer any counterclaim or sum due by Seller to Buyer arising under this Contract or any other transaction between Buyer and Seller.

19. **MERGER.** Except as otherwise agreed by Buyer in a separate written agreement, these General Terms and this Order to which they are attached constitute the entire Contract and entire agreement between the parties, and supersede any prior agreements related to the Products or Services. Additional terms beyond those referenced in these General Terms or this Order, any industry practice, and any course of dealing will have no force or effect and do not supplement or explain any term used in this Contract.

20. **CHOICE OF LAW.** The validity, construction, and enforcement of this Contract will be determined and governed by the laws of the State of New York, United States, without regard to its conflict-of-laws principles. The U.N. Convention on Contracts for the International Sale of Goods will not apply.

21. **OTHER PROVISIONS.** No waiver by Buyer of any of the provisions of this Contract is effective unless explicitly set forth in writing and signed by Buyer. Buyer's failure to exercise, or delay in exercising, any rights or remedy arising from this Contract will not be construed as a waiver thereof, nor will a waiver in one circumstance serve as a waiver with respect to future events. Seller may not assign any of its rights or obligations under this Contract, and any attempt to do so is null and void. The relationship of the parties is that of independent contractors, and nothing in this Contract creates any agency, partnership, joint venture, employment relationship, or fiduciary relationship. If any provision of this Contract is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect or invalidate any other term or provision of this Contract.