Conditions of Purchase

1. **The Parties; Entire Agreement.** The Agreement between Buyer and Supplier consists of (i) the written, properly executed contract between Supplier and Buyer, if any (the "Contract"); (ii) any purchase order issued by Buyer that references these Conditions of Purchase (the "PO"), and (iii) these Conditions of Purchase. "Buyer" means the Eastman entity identified as the buyer in the PO or the Contract, and Supplier means the entity identified as the seller, supplier, or contractor in the PO or the Contract. The Agreement constitutes the entire agreement between Buyer and Supplier with respect to the Deliverables. In the event of a conflict between any of the documents listed above, the Contract will have precedence, followed by the PO, and then these Conditions of Purchase. The Agreement cannot be amended or modified except in a writing which explicitly identifies itself as an amendment to this Agreement and is signed by duly authorized representatives of Buyer and Supplier.

2. **Acceptance.** These terms apply to all purchases of goods, services, and related deliverables (each a "Deliverable" and collectively, the "Deliverables") and shall become binding upon acceptance by Supplier by any expression of acceptance or commencement of performance. Any terms and conditions proposed by Supplier in acknowledging or accepting these terms shall be void and have no effect.

3. **Termination.** Buyer reserves the right to cancel any portion or all of the PO upon written notice to Supplier. Upon receipt of such notice, Supplier shall stop all work and deliver to Buyer all Deliverables, and corresponding documentation, developed prior to the date of termination. Buyer shall pay Supplier's actual cost for work performed through the termination date.

4. **Invoice Payments.** Payment terms are 90 days (or the maximum payment term permitted under applicable law) from Buyer's receipt of a correct and undisputed invoice and invoices are paid according to Buyer's standard payment disbursement process. Such practice may result in minor deviations from cited payment terms.

5. **Change in Scope.** Any changes in the scope of Supplier's services that result in increases or decreases in the value of the PO must have the prior written agreement of the Buyer's Procurement Representative and Supplier. Buyer is not required to reimburse Supplier for any services performed or goods provided that have not had prior written approval.

6. **Packaging & Freight Charges.** No charge will be allowed for packing, crating, freight, express, or other carrier charges, or cartage, unless designated in the Agreement.

7. **Delivery.** Except as expressly stated otherwise in the Agreement, delivery shall be DDP (INCOTERMS® 2020) Buyer's specified location as noted in the Agreement, with title and risk of loss of the goods passing to Buyer at the point of delivery.

8. **Time is of the Essence.** If delivery of goods, or performance of services, are not made at the time or times specified, or delivery is not made in the quantity or quantities specified, Buyer shall have the right, at its option, to cancel the PO or that part of same not so delivered. If Buyer accepts delayed delivery, the time of payment shall be extended accordingly.

9. **Inspection and Quality.** Deliverables are subject to inspection, testing, and approval by Buyer before acceptance. Deliverables must conform to the specification listed in the Agreement and no deviations or substitutions are permitted without written authorization from Buyer. Supplier shall not change the source of any raw materials, manufacturing method or manufacturing location, or any other factor which may affect the quality of goods supplied hereunder without Buyer's prior written approval. Supplier's weight and/or other measurements shall be conclusively binding, unless demonstrated to be in error. Supplier's laboratory analysis and methods shall determine whether Product specifications have been met and are conclusively binding, unless Buyer demonstrates that Supplier's analysis report is erroneous.

10. **Returns.** Any Deliverables delivered in excess of the amount called for by the Agreement and any defective or non-conforming Deliverables delivered hereunder, may be refused and returned at Supplier's expense.

11. **Warranty: Goods.** Supplier warrants for a period of 12 months following start of use or 18 months from receipt, whichever occurs first, that the goods described herein will be free of defects in workmanship, design, materials, and title, and notwithstanding anything herein to the contrary, will conform to all applicable proposals, specifications, instructions, drawings, data, descriptions, and samples, and will be new, of good and merchantable quality, and fit and sufficient for the purpose intended.

12. **Warranty: Services.** Supplier warrants the services described herein for a period of 12 months following acceptance by Buyer. Supplier will perform services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and Supplier shall be responsible for the professional quality, technical accuracy, and completeness of the services. Notwithstanding anything herein to the contrary, Supplier warrants that services will conform to all applicable proposals, specifications, instructions, drawings, data, and descriptions. Prior to beginning non-warranty repairs, Supplier shall advise Buyer of the estimated repair cost and cost for replacement, and Buyer may choose to have the product repaired, replaced, or returned "as-is." Unless otherwise approved in writing by Buyer, repair components furnished by Supplier shall be new and of the most suitable grade for the purpose intended. If equipment and/or materials related to the repairs are stored at Supplier's facility, Supplier shall mark the items as Buyer's property and acknowledged that Buyer retains ownership of such items. Supplier shall indemnify Buyer for any damage or loss of the Deliverable while in the care, custody and control of Supplier, regardless of the reason for such damage or loss. All warranty work shall be accomplished within the mutually agreed time.

13. **Intellectual Property Rights.** If the Deliverables or their documentation are subject to intellectual property rights, Supplier agrees that upon delivery Buyer acquires a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use such intellectual property rights as they relate to Buyer's use or possession of such Deliverable.

14. **Nondisclosure.** All information that Buyer discloses to Supplier or that Supplier observes or acquires relating to Buyer and its business, and any information or work product generated by Supplier in connection with the Agreement is the confidential and proprietary information of Buyer ("Confidential Information"). Supplier shall restrict access to Confidential Information to employees who are necessary to fulfill Supplier's obligations under the Agreement and shall not (a) disclose Confidential Information to other third parties without the written consent of Buyer, or (b) use Confidential Information for any purpose other than delivery of goods or services according to the Agreement. These restrictions shall cease to apply as to any specific portion of Confidential Information which (i) is in the public domain, not due to the fault of Supplier, (ii) is received from a third party, wherein the third party was not obligated to keep the information confidential, or (iii) is known by Supplier prior to its receipt from Buyer. Supplier may disclose Confidential Information to appropriate government authorities, if Supplier promptly notifies Buyer of such obligation and reasonably cooperates with Buyer to ensure confidential treatment of the Confidential Information so produced or disclosed. Supplier's Confidential Information obligations shall continue and survive termination or expiration of the Agreement. Confidential Information shall be returned upon request by Buyer.

External Use

15. **Indemnity.** Supplier shall assume Buyer's defense and indemnify and hold Buyer harmless from any costs, damages (including damage to property or the environment), injuries (including injury to, illness or death of persons), liabilities, claims (including copyright, patent, and trade secret infringement), settlements, demands, lawsuits, penalties, interest, taxes or liens which Buyer may incur, be found liable for or is required to pay (collectively, "Claims") which arise out of Buyer's use, possession, sale, or delivery of the Deliverables under this Agreement. THIS PROVISION WILL REQUIRE SUPPLIER TO INDEMNIFY AND DEFEND BUYER FOR CLAIMS CAUSED BY BUYER OR BUYER'S EMPLOYEES' NEGLIGENCE WHEN SUCH CLAIMS ARISE OUT OF THE JOINT OR CONCURRENT NEGLIGENCE OF (i) SUPPLIER AND SUPPLIER'S EMPLOYEES (INCLUDING SUPPLIER'S SUBCONTRACTORS AND THEIR EMPLOYEES) AND (ii) BUYER AND BUYER'S EMPLOYEES. HOWEVER, SUPPLIER WILL NOT BE REQUIRED TO INDEMNIFY BUYER TO THE EXTENT THAT THE CLAIM IS (i) THE RESULT OF BUYER OR BUYER'S EMPLOYEES' SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OR (ii) SUPPLIER'S COMPLIANCE WITH BUYER'S WRITTEN INSTRUCTIONS OR SPECIFICATIONS.

16. **Insurance.** Supplier shall be solely responsible for providing all of its own insurance and shall at all times maintain such insurance in the types and amounts for the contractual liabilities assumed herein including, without limitation, automobile, general liability and workers' compensation as will protect it: (i) from claims under workers' compensation acts; (ii) from any claims for damages, for injuries, including death, either to its employees, subcontractors or others; and (iii) from claims on account of property damage which may arise in connection with this Agreement, whether performed by Supplier or by its subcontractors or anyone directly or indirectly employed by either of them. Supplier shall furnish to Buyer proof of insurance upon request. Supplier waives all right of recovery or subrogation with respect to damages, losses or claims, whether or not paid under any of the insurance it maintains.

17. **Limitation of Liability.** In no event shall Buyer be liable for incidental, indirect, special, consequential, or punitive damages, even if Buyer knew or should have known of the possibility of such damages.

18. **Force Majeure.** Supplier shall not be held responsible for failure or delay in shipping nor Buyer for failure or delay in accepting Deliverables described herein if such failure or delay is due to act of God, war, federal or state legislation or any regulations or orders thereunder, fire, strike, differences with workmen, accident, inability to obtain containers or raw materials, or other causes, either similar or dissimilar to the foregoing, beyond their control; provided, however, that any shipments made by Supplier before receipt of written notice from Buyer that the latter cannot accept shipments because of any such cause, shall be accepted and paid for. In the event of any such excused interference with shipments, Buyer shall have the option either to reduce the quantity provided for in this Agreement accordingly or to exercise its right of cancellation under this Force Majeure Condition.

19. **Buyer Code of Conduct.** Buyer's expectations regarding suppliers' ethical conduct are described in its Code of Business Conduct and the document "Doing Business With Eastman – Third Party Code of Conduct," which are available at investors.eastman.com/governance/governance-documents/Code-of-Conduct/default.aspx.

20. **Compliance with the Law.** Each party shall comply with all applicable laws, rules and regulations including, without limitation, all environmental, health and safety laws, the U.S. Foreign Corrupt Practices Act, all applicable child labor laws and regulations, and government export control laws. to the extent applicable, any United States Government Flow Down requirements applicable to the Federal Acquisition Regulations and Defense Federal Acquisition Supplement ("DFARS").

21. **Conflict Minerals.** Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, Section 1502, Buyer requires all suppliers to notify Buyer in writing of any tin, tungsten, tantalum, and gold ("3TG") sourced from the Democratic Republic of Congo or adjoining countries which are used in materials supplied to Buyer. Supplier certifies that such 3TG minerals are not necessary to any products supplied under this order or that the products supplied under this order do not contain 3TG minerals that originate from the Democratic Republic of the Congo or adjoining countries.

22. **Anti-Bribery.** Supplier shall maintain its ethical conduct and avoid any activity that might result in a violation of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or any other similar applicable law. In the event Buyer believes, in good faith, that Supplier has violated the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, or other similar applicable law, this Agreement shall be terminated immediately. Buyer and Supplier intend that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

23. **Onsite Access**. Any representative of Supplier working unescorted on Buyer's premises under the Agreement must have a valid contractor pass, which requires a background check and safety training, before being allowed entry onto Buyer's premises and shall comply with all of Buyer's rules, regulations, policies, and procedures. No firearms, explosives, or fireworks are permitted on Buyer premises. Buyer prohibits the possession, use, or being under the influence of drugs or alcohol while on Buyer's premises.

    If as a good Samaritan, Buyer furnishes emergency medical first aid treatment to Supplier's employees, Supplier shall indemnify and save harmless Buyer, its employees, and agents, from all claims, damages, liability, and expense (including attorney's fees) whatsoever, in any way attributable to or in connection with the performance of emergency first aid treatment, except when injury, damage, or death is caused by the gross negligence or willful misconduct of Buyer.

24. **Data Protection and Privacy.** Buyer and Supplier respect the privacy of employees' personal information and represent that any personal information collected or received in the course of performance of this Agreement will be handled in compliance with all applicable data privacy laws and regulations. Supplier agrees to comply with Buyer's Data Security Requirements.

    To the extent Supplier Deliverables fall under the scope of the General Data Protection Regulation (GDPR), Supplier acknowledges and accepts the terms contained in Buyer's Data Transfer Agreement. If and to the extent Supplier's Deliverables require Supplier to Process health information protected under the Health Insurance Portability and Accountability Act, Supplier acknowledges and accepts the terms contained in Buyer's Business Association Agreement.

25. **Publicity.** Neither party shall use the other party's name, image, or likeness without the written consent of the other party.

26. **Assignment.** This Agreement and all rights and obligations hereunder may not be assigned without the written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed.

27. **Governing Law.** This Agreement shall be construed subject to the laws of the country and of the state where the Buyer's primary delivery location (as designated in the Agreement) is located. The Convention for the International Sale of Goods does not apply to this Agreement.

External Use