

**GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES
OF
AXALTA COATING SYSTEMS, LLC. AND ITS AFFILIATED COMPANIES ("Axalta")**



(f) SUPPLIER MAKES NO WARRANTIES OTHER THAN THE WARRANTIES SET FORTH IN THIS ORDER AND HEREBY DISCLAIMS ALL OTHER WARRANTIES OF QUALITY, WHETHER EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW.

18. Quality Control. Suppliers handling, processing or producing Goods for shipment to a Axalta site that is certified to Technical Specification ISO/TS 16949 shall have a valid certification according to ISO 9001 issued by an accredited third party certification body. Supplier shall: (a) interact with Axalta's contract administrator; (b) notify Axalta sufficiently in advance of changes in components, materials, manufacturing processes, locations or test methods (and the probable effect on Axalta); and (c) pre-qualify changes at Axalta sites. Axalta, or its designee, has the right to pre-inspect and pre-approve each site in which the Goods are handled, processed or produced. Supplier shall further comply with any additional quality requirement as provided by Axalta in advance in writing.

19. Confidentiality. This Order and its terms and conditions are confidential. Supplier shall not disclose this Order or its terms and conditions to any third party except as may be required by a court, government agency or proper discovery request. If Supplier is required to disclose this Order or any of its terms and conditions, Supplier shall make such disclosure on a confidential basis and shall promptly notify Axalta in writing prior to making such disclosure. Supplier further agrees that no information relative to this Order shall be released for publication, advertising or any other purpose without Axalta's prior written consent. Supplier agrees that Axalta's Confidential Information that may from time to time be made available to Supplier is to be treated as confidential. The term "Confidential Information" as used herein includes all information and know-how provided to Supplier by or on behalf of Axalta whether written or disclosed orally except (a) information that Supplier can demonstrate by competent proof to have been in its possession prior to disclosure of such information to Supplier by Axalta, (b) information that has been furnished to Supplier by a third party as a matter of right without restriction on disclosure and that was not received directly or indirectly from Axalta, (c) information that is or becomes available to Supplier on a non-confidential basis from a source which, to the best of Supplier's knowledge after due inquiry, is not prohibited from disclosing such information to Supplier by a legal, contractual or fiduciary obligation to Axalta, (d) as evidenced by written records, information that is independently developed by Supplier without use or reference to the Confidential Information, and (e) any other information once it becomes part of the public domain by publication or otherwise through no act or omission of Supplier. Supplier may disclose Confidential Information only to those of Supplier's employees and subcontractors who need it in connection with this Order. Supplier shall be responsible for any breach of confidentiality by its employees and subcontractors. Supplier shall make no use of such Confidential Information nor disclose the same to any third party except as specifically provided herein.

20. Indemnity. To the greatest extent permitted by law, Supplier shall indemnify and hold harmless Axalta, its Affiliates, and their respective officers, employees, directors, and agents against all claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees and disbursements) to the extent they arise from, or may be attributable to, any (a) breach of this Order by Supplier or (b) the negligence, gross negligence or willful misconduct of Supplier or any of its employees, agents or subcontractors in the performance of this Order.

21. Insurance. Supplier shall maintain adequate liability, employer's liability and workers' compensation insurance in amounts satisfactory to Axalta to protect Axalta, its Affiliates, and their respective officers, employees, directors and agents with respect to the indemnity in Section 18 and any claims under workers' compensation, safety and health and similar laws and regulations. Such insurance shall be primary without any right of contribution by Axalta. Upon request, Supplier shall furnish certificates of insurance (on standard industry forms) to Axalta. Supplier also shall maintain property insurance coverage in types and amounts satisfactory to Axalta for all Goods that are or at any time become so identified to this Order. Such property insurance shall name Axalta as a loss payee as its interests may appear.

22. Records and Audits. Supplier shall maintain complete financial records and accurate documentation relating to the performance of this Order (including the manufacture, storage, shipment, other transportation, and sale of the Goods and all components thereof) during the performance of, and for three years after final payment under, this Order or longer if otherwise required by governmental authorities with jurisdiction over Supplier. Axalta or its designee has the right (but not the obligation) to audit and inspect Supplier's records with respect to amounts invoiced to Axalta (including pass-through costs from third parties) and Supplier's compliance with the provisions of this Order. This right extends during the performance of, and for three years after final payment under, this Order. Axalta will give Supplier reasonable prior notice of its audit or inspection. If an audit or inspection reveals an error in the amounts charged to Axalta or paid to Supplier, then an appropriate adjustment shall be made within 30 days by either Supplier or Axalta, as applicable. Axalta shall pay for any audit or inspection unless such audit or inspection is conducted subsequent to Supplier's default or overcharge, in which case Supplier shall pay for all audit or inspection costs incurred by Axalta. Supplier shall pay all expenses incurred by Supplier in supporting the audit and inspection.

23. Termination for Convenience. Axalta may terminate this Order for any or no reason, effective immediately upon written notice to Supplier or upon such later date as set forth in such notice. Supplier shall discontinue work under this Order immediately upon the effectiveness of such termination and shall take all steps necessary to protect the work completed. At Axalta's election, Supplier shall deliver all or any portion of the Goods completed, with all warranties, or dispose of such Goods as Axalta may reasonably direct. Upon such termination, Supplier will be entitled to (a) compensation for all conforming Goods delivered and Services performed prior to such termination and (b) reimbursement of all reasonable, documented costs actually incurred by Supplier prior to such termination in connection with the Services or Goods (except with respect to any Goods that are in Supplier's standard stock). Supplier will not be entitled to any lost profits with respect to any Services not performed or Goods not completed or completed but not delivered to Axalta.

24. Termination for Breach. Without prejudice to Axalta's other rights and remedies under this Order and at law and in equity, Axalta may terminate this Order, effective immediately upon written notice to Supplier or upon such later date as set forth in such notice, if Supplier (a) fails to deliver any Goods or perform any Services by the time(s) specified in this Order (unless excused as an Excused Delay); (b) gives Axalta reasonable cause to doubt Supplier's ability to deliver the Goods or perform the Services in accordance with this Order (including Supplier's delivery obligations); or (c) subject to clause (a) of this Section 24, fails to cure a breach of any representation, warranty or other obligation under this Order, including the delivery of nonconforming Goods or the performance of nonconforming Services, within 30 days of Seller's receipt of notice of such breach from Axalta (the cure period being applicable only to the extent such breach is capable of cure). Upon any such termination, Axalta will have no further liability under this Order except to pay for conforming Goods delivered and conforming Services performed prior to such termination.

25. Insolvency. Subject to applicable bankruptcy law, in the event of any proceeding by or against Supplier in bankruptcy, reorganization or insolvency or for the appointment of a receiver or any assignment for the benefit of creditors, Axalta may terminate this Order immediately upon notice to Supplier without further liability, except to pay for conforming Goods delivered and accepted by Axalta and conforming Services performed by Axalta prior to such termination.

26. Intellectual Property. Supplier acknowledges that certain rights, title and interest in the intellectual property (including, but not limited to, patent, copyright, trademark, trade dress and trade secrets) associated with the Goods may be owned by a third party. In such event, Supplier warrants and represents that it is authorized by such owner to market, offer for sale, sell and distribute the Goods to Axalta. In any event, Supplier covenants that neither the Goods, nor any of the means or processes used to manufacture the Goods, nor Axalta's use of the Goods will infringe or misappropriate any intellectual property rights of any third party. Supplier shall fully indemnify and hold harmless Axalta, its Affiliates, and their respective officers, employees, directors, and agents for all damages and costs incurred by or awarded against any of them in responding to and defending (if applicable) any third party action for intellectual property infringement or misappropriation that may arise from the Goods, any of the means or processes used to manufacture the Goods, or Axalta's use of the Goods. If as a result of any suit or proceeding, the Goods or any part thereof, are held to constitute any such infringement or misappropriation and their use by Axalta is enjoined, Supplier, at its option and at no cost to Axalta, either shall (a) procure for Axalta the right to continue using the Goods, (b) replace the Goods with substantially equivalent non-infringing goods or (c) modify the Goods so they become non-infringing but remain substantially equivalent; provided, however, that Supplier shall have no such obligation to the extent that the infringement or misappropriation results from Goods supplied in accordance with Axalta's design, where compliance with such design has caused Supplier to deviate from its normal course of performance, and the suit or proceeding was brought against Axalta solely by reason of such design. Supplier shall respect all trademark, copyright, patent and other proprietary and intellectual property rights of Axalta, its Affiliates and of third parties. Supplier may not make, use or sell any materials reflecting Axalta's or its Affiliates' rights for any purpose other than to fulfill this Order, without Axalta's express written permission. Supplier may not sell or distribute or cause to be sold or distributed either directly or indirectly, any Goods that display or incorporate any of Axalta's or its Affiliates' proprietary or intellectual property rights, to anyone other than Axalta.

27. Axalta's Property. All drawings, blueprints, photographs, sketches, software (in source code and object code format), Product specifications, plates, cylinders, electrotypes, models and similar items (the "Materials") developed or prepared by Supplier for the purpose of or in the course of fulfilling this Order shall belong to Axalta (the "Developed Materials"). Supplier hereby irrevocably assigns to Axalta, and shall require its employees, subcontractors and agents to assign to Axalta, all rights, title and interest, including copyrights, patents and any other intellectual property rights, in and to any of the Developed Materials. To the extent Axalta or its agents provide to Supplier any Materials, such Materials shall remain the property of Axalta (all such materials, together with the Developed Materials, the "Axalta Materials"). Axalta Materials may not be used for or disclosed to any non-party without Axalta's prior written consent, other than to Supplier's subcontractors and agents to the extent required to fulfill this Order. Supplier agrees to execute, and shall cause the Supplier personnel to execute, any documents or take any other actions as may reasonably be necessary, or as Axalta may reasonably request, to evidence, perfect, maintain and enforce Axalta's ownership of any Materials. Upon Axalta's request, Supplier shall provide, or return to, Axalta all Axalta Materials, including any copies made. Supplier may, however, retain one copy of such Axalta Materials for record purposes. Supplier consents to the entry of temporary and permanent injunctive and other equitable relief in favor of Axalta to require the delivery of the Axalta Materials upon Supplier's refusal to deliver such Axalta Materials after Axalta's request. **Notices.** All notices and approvals under this Order shall be in writing and deemed given to the receiving party when: (a) received at the facsimile number specified, (b) delivered by hand to the person specified at the address specified, or (c) delivered by third party courier service, including FedEx, UPS and DHL, to the person specified at the address specified. If a party does not specify such information, the address on the face of this Order shall be used. Either party may change its information upon 10 days' notice to the other party.

28. Governing Law. This Order shall be governed by, and construed and enforced in accordance with, the laws of the location of the issuance of the Purchase Order without regard to its conflict of laws rules. The 1980 United Nations Convention on Contracts for the International Sale of Goods or any version thereafter shall not govern this Order. The word "including" and words of similar import as used in this Order shall mean "including, without limitation."

29. Miscellaneous. All warranties, indemnities and confidentiality rights and obligations will survive the termination or completion of this Order. Supplier acknowledges that it has been selected by Axalta to meet Axalta's particular needs. Therefore, Supplier may not assign or subcontract any of its rights or obligations under this Order without Axalta's prior written consent. Axalta may assign this Order, without Supplier's prior written consent, to an Affiliate or to a third party that acquires all or substantially all of Axalta's assets or to a successor entity by way of merger, stock purchase or otherwise. Supplier's relationship with Axalta is that of an independent contractor. If any part of this Order is found to be invalid or unenforceable for any reason, the rest of this Order will remain valid and enforceable. The rights and remedies in this Order are cumulative and not exclusive of any other right or remedy that might be available at law or in equity. If either party fails to require the other party to perform any term of this Order, such failure will not prevent the party from enforcing such term later. If either party waives the other party's breach of any term of this Order, such waiver will not be deemed a waiver of a later breach of such term. This Order binds the parties, as well as their legal representatives, successors and permitted assigns. Amendments to this Order shall be in writing and signed by both parties. This Order and any Existing Agreement (if applicable) constitute the entire agreement of the parties concerning the subject matter of this Order and supersede any prior or contemporaneous agreements or understandings between the parties concerning the same subject matter. No course of dealing, usage of trade or course of performance shall be used to supplement or explain any term, condition or instruction in this Order, nor be deemed to amend this Order. All policies referenced herein are hereby made a part of this Order. If there is a conflict between or among the provisions of this Order and such policies, the provisions of this Order shall be given precedence over the policies. If there is a conflict between the Privacy Policy and any provision of this Order, the Privacy Policy will be given precedence.