

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



**1. Definitions.** "Order" means these Purchase Order Terms and Conditions (these "Terms and Conditions"), together with the purchase order to which they are physically or electronically attached, and any other document incorporated by reference and attached to such purchase order. "Axalta" means Axalta Coating Systems, LLC, a Delaware limited liability company, or its Affiliate, as identified on the face of this Order as the purchaser of the Goods and any Services. "Supplier" means the entity identified as the seller on the face of this Order and to which this Order is issued. "Goods" means the products, materials or other goods identified on the face of this Order. "Services" means any services identified on the face of this Order. "Facility" means Axalta's facility identified on the face of this Order, at which the Services will be performed, if applicable. "Affiliate" means with respect to any specified person, any other person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified person. For purposes of this definition of Affiliate, "control," when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the term "controlled" has the meaning correlative to the foregoing.

**2. Acceptance of Purchase Order; Inconsistent Terms.** These Terms and Conditions govern this Order. Unless accepted earlier, shipment of any Goods or performance of any Services described in this Order constitutes Supplier's acceptance of this Order (including these Terms and Conditions), regardless of whether Supplier has signed or acknowledged this Order. No other terms, whether contained in a bid, estimate, acknowledgement, confirmation, invoice or other document given by Supplier shall in any way modify or supersede any of the terms of this Order or be binding on Axalta. Axalta hereby expressly rejects all such other terms. The use of Supplier's or Axalta's forms (other than this Order) is for convenience only and will have no effect with respect to this Order. If this Order is issued pursuant to an existing agreement between Axalta and Supplier (the "Existing Agreement") and the face of this Order recites that this Order is issued pursuant to the Existing Agreement, then the provisions in the Existing Agreement will prevail over these Terms and Conditions and these Terms and Conditions will have no force or effect with respect to this Order. The terms on the face of this Order will govern over these Terms and Conditions, in the event of a conflict between such terms.

**3. Quantities.** Quantities will be as set forth on the face of this Order. Axalta will not be required to accept or pay for defective or damaged Goods, overruns or underruns.

**4. Schedule.** Timely delivery of all Goods and performance of Services under this Order is of the essence. Axalta has the right to reject any early delivery of Goods. Notwithstanding the foregoing, Supplier will not be deemed to be in breach of this Order to the extent that a delay is either (a) authorized in writing by Axalta, (b) caused solely by Axalta's act or omission, or (c) due to fire, flood, hurricane, earthquake, other elements of nature, epidemic, war, terrorism, riots, rebellions, revolutions, other civil disorders, actions of military authorities or embargo, provided that, with respect to this clause (c), such event is beyond the Supplier's reasonable control and is not caused by Supplier's fault or negligence and could not have been prevented by Supplier through reasonable precautions or mitigation efforts (each delay described in clauses (a), (b) and (c), an "Excused Delay"). A delay caused by Supplier's suppliers shall not be deemed to be an Excused Delay. To be excused under this Section 4, Supplier shall diligently attempt to promptly reinitiate performance upon the occurrence of any Excused Delay. Supplier shall give Axalta immediate written notice upon the occurrence of any delay or of any event reasonably likely to result in a delay. In the event of any delay other than an Excused Delay, Axalta will have the right to reject Supplier to expedite the shipment of the Goods by means selected by Axalta or to obtain replacement goods or services from alternative suppliers. Supplier will be solely responsible for the cost of the expedited shipment of the Goods and any costs or damages incurred by Axalta in connection with the delayed Goods or Services, including the difference between the cost of replacement goods or services from alternative suppliers and the Price of the delayed Goods or Services and for any other cost or damages incurred by Axalta in connection with the delay. Such remedies will not be Axalta's exclusive remedies but will be in addition to any other remedies stated in this Order or available at law or in equity. If any Excused Delay continues for more than 30 days, Axalta shall have the right to terminate this Order (or, at Axalta's election, solely the affected portion thereof) upon written notice to Supplier. Supplier shall allocate any shortage of Goods proportionately among Supplier's obligations to Axalta under this Order and to Supplier's other regular customers then under contract, and Supplier waives its rights under 13 Pa. Cons. Stat. § 2615(2) to allocate capacity to regular customers not then under contract.

**5. Price.** The unit price on this Order (the "Price") constitutes the entire compensation for the Goods and Services, unless specifically stated otherwise, and includes all charges for labor, technical and professional services, materials, overhead, profit, packaging and preparation for shipment, insurance, transportation and all federal, state and local fees, tariffs, levies, and taxes (inclusive of all income, gross receipts, and non-U.S. taxes, duties, or tariffs that may be imposed on the manufacture, sale, export and import of the Goods, but exclusive of any U.S. sales or use taxes). Other than the Price and any U.S. sales or use taxes, Axalta will not be responsible for any other charges.

**6. Delivery; Title; Risk of Loss.** Unless otherwise stated on the face of this Order, Supplier shall be responsible to make all arrangements, and to pay, for the loading and transportation (including insurance, any contract of carriage and, if applicable, exportation, importation and customs requirements) of all Goods to the place of delivery stated on the face of this Order (the "Place of Delivery"). The Price for the Goods includes all such loading and transportation costs and expenses. Title to, and risk of loss of, the Goods will transfer from Supplier to Axalta upon Axalta's receipt of the Goods at the Place of Delivery. Unless otherwise indicated on the Purchase Order, all Incoterms utilized by Axalta are in accordance with Incoterms 2020.

**7. Packing and Marking.** Supplier shall package all Goods shipped under this Order in accordance with the requirements in this Order, or, if the requirements are not specified, in accordance with standard commercial practices customary for similar shipments. In each master carton or container in which Goods are shipped, Supplier shall include a packing list indicating this Order number, description, quantity, item numbers, and other identifying information corresponding to the information in this Order or reasonably necessary to facilitate delivery in accordance with the requirements in this Order. The packing list shall be easily accessible. Supplier shall clearly mark all packages in accordance with all applicable laws. In addition, Supplier shall label each unit of the Goods with the country of origin, weight, and name of manufacturer. Supplier shall ensure that a receiving document proof-of-delivery is issued to Axalta for any shipment made to a third party location. All shipping documents shall reference this Order number. Axalta will not pay for any extra charges for packaging, marking or identification unless specified on the face of this Order. All costs, fines or penalties incurred or assessed due to improper packing or marking will be Supplier's responsibility, and if paid by Axalta, will be deducted from amounts owed to Supplier.

**8. Right to Inspect.** Supplier shall provide Axalta and its designees reasonable access to Supplier's manufacturing, processing, testing and distribution facilities for the purpose of auditing Supplier's compliance with its quality management programs and with the requirements in this Order, inspecting the Goods during manufacture and processing and witnessing all tests. Axalta shall have the right, but not the obligation, to inspect all Goods at the final destination, and all Goods will be subject to acceptance by Axalta at the final destination. Inspections will not relieve Supplier of its obligation to provide Goods that comply in all respects with the requirements in this Order, including the Specifications (as defined below).

**9. Facilities; Supplier Personnel.** If the Services will be performed at the Facility, then Supplier shall comply with Axalta's safety and environmental health rules, which Axalta will communicate to Supplier. Supplier at all times shall provide Services through bona fide employees or independent contractors having a skill level appropriate for the Services. To the fullest extent permitted by applicable law, Supplier shall carefully interview, screen and check its personnel and prospective personnel to determine suitability for the performance of the Services. Supplier shall not use subcontractors to perform the Services without Axalta's prior written approval. Axalta may require Supplier to remove any of Supplier's personnel or subcontractors from the performance of the Services at any time and for any reason.

**10. Invoices.** Supplier shall issue an invoice to Axalta with each shipment of Goods. For Services, Supplier shall issue the invoice(s) in accordance with the schedule agreed upon by the parties. All invoices shall be in the form of invoice approved by Axalta. Unless otherwise expressly agreed by the parties, all amounts shall be invoiced in U.S. Dollars. If no schedule has been agreed upon, then Supplier shall issue the invoice upon completion of the Services. Axalta has the right to unilaterally adjust any invoice to reflect the quantity of Goods actually received by Axalta. Supplier shall not invoice, and Axalta shall not be responsible for the payment of, any amounts that are billed more than 90 days past the date of delivery of the Goods or performance of the Services to which such amounts apply. Each invoice shall be accompanied by all required documentation necessary to support all charges. Supplier shall identify sales and use taxes, applicable rebates and discounts separately on each invoice. Supplier shall separately state charges for Services from charges for Goods on each invoice. Any invoice submitted to Axalta in an improper format or without the required documentation will be returned unpaid to Supplier for correction and resubmission. If Axalta has agreed in writing to pay for transportation, Supplier shall show the freight charge as a separate item on the invoice and attach a copy of the freight bill to the invoice.

**11. Payment.** Axalta will pay all undisputed and properly documented invoices within that time as specified on the Purchase Order, or receipt of the Goods or performance of the Services described on the invoice, whichever is later. If Axalta disputes any portion of an invoice, Axalta shall return the disputed invoice unpaid to Supplier indicating the reason Axalta is disputing any amount, and Supplier shall reissue the invoice to include only the undisputed portions. Neither the payments made to Supplier, nor the method of such payments, will relieve Supplier of its obligation to perform its obligations in strict compliance with this Order. In addition, no payment by Axalta of any invoice will be deemed Axalta's acceptance of the Goods or Services described on the invoice. Unless otherwise expressly agreed by the parties, all payments shall be made in U.S. Dollars.

**12. Compliance.** Supplier shall meet or exceed the International Labor Organization minimum age standards or applicable national law, whichever is higher, and Supplier is prohibited from using forced labor. Supplier shall comply with all applicable laws, codes, rules, regulations, orders and ordinances, including those relating to environmental protection, energy, and labor (including anti-discrimination, minimum age of employment, forced labor, and working conditions), and all applicable industry codes and standards. Supplier warrants and agrees that it is familiar, and will comply in all respects, with any and all U.S. and foreign laws, regulations and administrative requirements applicable to the Axalta's relationship with Supplier, including the Foreign Corrupt Practices Act ("FCPA"), the International Traffic in Arms Regulations, the Export Administration Regulations, the Anti-boycott Regulations and Guidelines issued under the Export Administration Act, Section 999 of the Internal Revenue Code, the UK Bribery Act 2010, and laws relating to the privacy, confidentiality or security of information. Supplier may not assign the performance of the Services to any person who cannot establish eligibility for employment according to the verification requirements of the Immigration Reform and Control Act of 1986, as applicable, or whom Supplier suspects may not be authorized to work in the United States. Axalta has the right (but not the obligation) to audit Supplier's compliance with the requirements in this Section 12. Supplier shall comply with all policies and procedures of general

application of the Axalta as communicated to Supplier from time to time, including the Privacy Policy, the "Supplier Code of Conduct" and the Supplier Diversity Program posted at [https://www.axalta.com/corporate/en\\_US/sustainability/working-with-suppliers.html](https://www.axalta.com/corporate/en_US/sustainability/working-with-suppliers.html). Supplier shall provide their annual certificate via email to [Supplier-Diversity-Program@axaltalacs.com](mailto:Supplier-Diversity-Program@axaltalacs.com).

**13. Conflict Free Minerals.** Supplier represents and warrants that it does not and shall not utilize, nor allow any other third party to utilize on its behalf, any so called "Conflict Minerals" (such as gold, columbite-tantalite, cassiterite, and wolframite and their respective metal derivatives, Gold, Tantalum, Tin, and Tungsten), as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (as amended from time to time and including rules and regulations thereunder, "~~Dodd-Frank~~"), that are sourced from smelters or mines located in "Covered Countries" (as defined in Dodd-Frank) not designated as "Conflict Free" by the Responsible Minerals Initiative, in any goods or components of goods, or in the production of such goods or components of goods, manufactured or produced by Supplier for Axalta under this Order or otherwise. Supplier agrees to abide by the terms and conditions in Axalta's Conflict Minerals Policy, and to define, require, implement and communicate to its sub-suppliers Supplier's policy outlining its commitment to responsible sourcing, legal compliance and measures for implementation, which sub-supplier must comply with the provisions of this Section 13.

**14.** Supplier agrees to cooperate and work with its sub-suppliers to ensure traceability of Conflict Minerals, to maintain and record all Conflict Minerals traceability documentation for five years, and to provide such documentation to Axalta upon request or to permit Axalta or Axalta's third party auditor reasonably acceptable to Supplier to audit applicable sourcing documents upon Axalta's reasonable written request from time to time.

**15. TSCA, REACH and PCBs.** Supplier shall not ship to Axalta any chemical substance not specified by name in a Material Safety Data Sheet or in this Order. Supplier certifies that: (a) all chemical substances subject to the U.S. Toxic Substances Control Act of 1976 ("TSCA") supplied to Axalta are correctly listed on the TSCA Chemical Substances Inventory or comply with an exemption; (b) all chemical substances subject to the Regulation of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) supplied to Axalta have been correctly submitted for registration to the European Chemicals Agency according to statutory registration deadlines or there is an exemption for such registration and all such requisite registrations have been obtained; and (c) no polychlorinated biphenyls ("PCBs") are present in any materials provided to Axalta, or are present only due to the inadvertent manufacture or import thereof, and Supplier has complied with all PCB regulations. Upon Axalta's request, Supplier shall promptly provide Axalta with the complete chemical composition of substances supplied under the Order and any other information or certifications Axalta requests.

**16. Data Protection.** When performance of this Agreement provides Supplier with access to Personal Data Supplier will comply with all local Data Privacy Laws and will provide immediate notice to Axalta should a breach of any Personal Data occur.

When any services are provided in the EU in connection with the Agreement, the definitions in Art. 4 of the Regulation (EU) 2016/679 (General Data Protection Regulation, "GDPR") apply. The Parties agree to comply with its respective obligations under the applicable data protection laws and regulations including but not limited to the GDPR. If the Supplier receives in connection with the performance of the Agreement access to personal data or in any other manner and the processing is not carried out on behalf of Axalta, Supplier shall only be entitled to process Personal Data for the performance of the respective agreement. Supplier shall not, except as permitted by applicable laws, process Personal Data otherwise, in particular disclose Personal Data to third parties and/or analyze such data for its own purpose and/or form a profile. In the case that Supplier processes Personal Data on behalf or is requested during the performance of this Agreement to process Personal Data on behalf of Axalta and is therefore considered as data processor, the parties agree to enter into a corresponding Data Processing Agreement ("DPA") that defines the subject and duration of the processing, the type and purpose of the processing, the type of personal data and the categories of data subjects and the rights and obligations of the parties. In the data processing on behalf of Axalta subject to the rules of the GDPR, the DPA must meet the mandatory requirements of Art. 28 of the GDPR. Supplier must implement appropriate technical and organizational measures that meet the requirements of the applicable data protection laws and regulations and in all cases guarantee the security of the personal data. Supplier guarantees that the processing of personal data shall be performed exclusively in a member state of the European Union, in a convention state of the agreement on the European Economic Area or in a third country, which is determined by the European Commission with an appropriate level of protection. Any transmission to third countries requires the prior consent of Axalta in written or electronic form and must be in compliance with Art. 44 - 50 of the GDPR.

The parties agree not start to process any personal data until they have complied with the requirements set forth in this Section 16.

**17. Warranties.**

(a) Supplier represents, warrants and covenants that all Goods delivered under this Order will (i) conform strictly to the general description, model number and specifications stated in this Order and in any manufacturer warranties that accompany the Goods (the "Specifications"), (ii) be free from defects in materials, workmanship, and design, (iii) be merchantable and fit for their intended purpose, except for Goods that are chemicals, which will be merchantable and fit for their intended purpose in making paint or ink, (iv) be free of contaminants, and (v) except for chemicals, be of first quality and made of new materials and components. In addition, Supplier acknowledges that (i) Axalta is a manufacturer of coatings for the automotive industry and (ii) the performance of Axalta's products, including its film-building and adhesion properties, can be significantly influenced by traces of surface-active materials, including silicone compounds, fluorinated materials, greases, oils and surfactants (collectively, "Contaminants"). When shipping Goods that will be used for handling, processing or making paint, Supplier represents, warrants and covenants that (i) no Contaminants (or lubricants containing Contaminants) shall be introduced or used in the assembly, manufacture, fabrication, packaging or any other handling of such Goods, (ii) Supplier shall take, and shall cause its subcontractors, suppliers and sub-suppliers to take, all necessary actions to prevent the contamination of the Goods (during assembly, manufacture, fabrication, packaging and any other handling process) with any substance, including any Contaminant, that is known to negatively impact film-building or adhesion properties, and (iii) Supplier shall comply with Axalta's Supplier Contamination Awareness Program, if applicable, which Axalta will communicate to Supplier. If Supplier is uncertain as to whether a substance would be deemed a Contaminant or whether the level of a potential contamination by a Contaminant may have affected the quality of the Goods, Supplier shall contact Axalta for advice and approval prior to shipping the Goods to Axalta.

(b) Supplier represents, warrants and covenants that the Services performed under this Order will (i) be performed in a good, prompt and diligent manner and in strict accordance with all conditions and requirements contained in this Order and (ii) reflect the level of skill, knowledge and judgment required or reasonably expected of suppliers performing comparable services.

(c) With respect to any Goods designed by Supplier or any of Supplier's subcontractors or suppliers, Supplier assumes and acknowledges full and complete responsibility for the suitability, adequacy, and safety of the design of such Goods, including compliance with the warranties contained herein(a). Supplier shall extend to Axalta all applicable warranties extended to Supplier with respect to all Goods not manufactured by Supplier. Supplier's extension of such warranties, however, will not relieve Supplier of its obligation to replace, repair or refund non-conforming Goods.

(d) If Axalta discovers that any Goods or Services fail to conform to the above warranties, then, Axalta shall give Supplier written notice of the nonconformity within a reasonable time after discovery. Upon receipt of such notice, Supplier shall, at Axalta's option and at no cost to Axalta, promptly repair, replace with conforming Goods or modify any non-conforming Goods or re-perform the Services so that they conform or refund to Axalta the Price of the non-conforming Goods or Services. Supplier shall provide all labor, engineering, supervision, equipment, tools and materials necessary to affect the appropriate remedy and bear all expenses in connection with such remedy, including costs to expedite shipment of the replacement Goods, or, at Axalta's option, to recover or dismantle the Goods, as applicable. If Supplier is unable to remedy such nonconformity during a time period consistent with Axalta's reasonable requirements, Axalta may undertake to remedy the nonconformity, and in such case, Supplier shall reimburse Axalta for any reasonable costs Axalta incurs in excess of the Prices for such Goods that would have been due Supplier under this Order.

(e) Supplier represents, warrants and covenants that title to all Goods will be good, and their transfer rightful, and that the Goods will be free from all security interests, claims, demands, liens and other encumbrances. If any Goods fail to conform to the above warranty of title, Supplier shall defend the title and, at Axalta's option and at no cost to Axalta, shall promptly remove any security interest, claim, demand, lien or other encumbrance or replace the Goods with substitute Goods conforming to the terms of this Order, including the above warranty of title. If Supplier fails to do so within five business days after receiving Axalta's request, then Axalta, at Axalta's option, may either (i) cause the removal of such security interest, claim, demand, lien or other encumbrance by bonding, in which case Supplier will be liable to Axalta for the expenses incurred by Axalta in doing so, or (ii) revoke acceptance of the Goods, in which case Supplier shall promptly refund any compensation Supplier received for the Goods together with all costs incurred by Axalta in connection with such revocation.

(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-approve 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

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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.

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.

**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