

HEMPEL General Conditions of Purchase for the PRC and Hong Kong SAR

1. DEFINITIONS:

For the purpose of these General Conditions of Purchase, the following capitalized terms shall have the following meanings:

- 1.1. "HEMPEL" means the subsidiary company or other affiliated entity of Hempel (China) Ltd. as named or otherwise referenced in the Order.
- 1.2. "HEMPEL Property" means materials, equipment, tools or other property belonging to HEMPEL or for which HEMPEL is responsible.
- 1.3. "Conditions" means these General Conditions of Purchase.
- 1.4. "Contract" means the terms and conditions for the supply of Goods and/or Services to HEMPEL as set out in the Order for such Goods or Services and the Conditions. If there is any inconsistency between the terms of the Order and those in the Conditions, the terms of the Order shall prevail.
- 1.5. "Goods" means the goods or materials to be supplied by the Supplier to HEMPEL under the terms of the Contract.
- 1.6. "Order" means a request (whether in written, typed or electronic form) on a purchase order issued by HEMPEL to the Supplier to supply the Goods or Services, which shall be deemed to always include the Conditions, and any drawings, Specifications, and other attachments thereto.
- 1.7. "Price" means the price for the Goods and/or Services as stated on the Order.
- 1.8. "Purchaser" shall mean HEMPEL acting on its own behalf, or an agent for and on behalf of HEMPEL as principal.
- 1.9. "Services" means services of any description provided by the Supplier to HEMPEL pursuant to a Contract.
- 1.10. "Specifications" means the specifications for the Goods and/or Services as set out or incorporated by reference in the Order; or any other specifications agreed in writing between HEMPEL and the Supplier from time to time.
- 1.11. "Supplier" means the entity or person to whom an Order is addressed.

2. APPLICABILITY AND ACCEPTANCE OF CONDITIONS

- 2.1. These Conditions shall apply to all Orders, all schedules to such Orders and all supplementary dealings and direct feed line orders relating to such Orders. An Order is an offer by HEMPEL to purchase the Goods and/or Services identified therein and a Contract shall be formed on acceptance of the Order by the Supplier.
- 2.2. Any of the following acts shall constitute conclusive acceptance by the Supplier of the Order and of the Conditions:
 - 2.2.1. signing and returning to HEMPEL a copy of the Order or of any acknowledgement form in respect of the Order;

2.2.2. any electronic acceptance or confirmation or any other typed or written acceptance of the Order by the Supplier;

2.2.3. delivery of any Goods or commencement of performance of the Order;

2.2.4. informing HEMPEL in any manner of delivery of any Goods or commencement of performance of the Order.

2.3. Unless otherwise agreed in writing by HEMPEL, no other terms or conditions, (including, without limitation, any terms or conditions endorsed upon, delivered with, or contained in any invoice, acceptance or acknowledgement of Order or other document delivered by the Supplier to HEMPEL) nor any previous correspondence shall form part of or amend any Order, nor be deemed to constitute a counter offer by the Supplier to HEMPEL. To the extent that any Order is deemed in any way to be an acceptance of a quotation or other offer by Supplier, any such acceptance by HEMPEL is deemed to be expressly conditional upon the acceptance by the Supplier of the Conditions.

2.4. Should HEMPEL sign or acknowledge receipt of any document received from the Supplier which contains any terms that are at variance with these Conditions, such signature or acknowledgement shall serve only as an acknowledgement of receipt of such document and not as any acceptance of the terms contained in such document and these Conditions shall always prevail. Notwithstanding the foregoing, if a master agreement/contract covering the supply of Goods and/or Services to HEMPEL describe in the Order exists between Supplier and HEMPEL, the priority of interpretation shall be as follows:

- (1) the Order;
- (2) the master agreement/contract;
- (3) the Conditions.

3. ASSIGNMENT AND CHANGE OF CONTROL

3.1. The Contract is made with the Supplier on the basis that the Goods will be supplied and/or the Services performed by the Supplier only. No sub-contracting or assignment (by operation of law or otherwise) shall be made without the written consent of HEMPEL and on such conditions as HEMPEL may require. If any subcontracting or assignment is permitted, the Supplier shall always ensure that such subcontractor or assignee agrees to be bound by the Conditions as though a party to the Contract and the Supplier shall indemnify HEMPEL against any consequences of the Supplier's failing to do so.

3.2. The Supplier agrees to notify HEMPEL, in writing within 7 days, of any change of ownership of the Supplier's business or, if the Supplier is a company, of all relevant details and information of any transaction where the majority shareholding of the Supplier is affected, and of any other change to the Supplier's legal identity, structure or nature.

4. DELIVERY

4.1. The Supplier shall deliver the Goods during regular business hours (as applicable at the place of delivery) and in accordance with the prices and delivery schedules stated in the Order. If no delivery dates are stated, the Supplier shall deliver the Goods as soon as is practicable and the Supplier shall inform HEMPEL in writing in advance of the delivery

date. The Goods shall be delivered by the Supplier in accordance with Incoterms 2010 DDP to the named destination specified in the Order and in accordance with the Contract.

- 4.2. Time is of the essence for performance of the Contract by the Supplier, and any late, failed or inadequate delivery of the Goods shall be considered a material breach of the Contract, entitling HEMPEL to terminate the Contract under Condition 10.1 and/or reject any Goods so delivered, and claim for all losses and damages which HEMPEL suffers due to such breach by the Supplier.
- 4.3. In respect of each delivery of Goods, it is the responsibility of the Supplier to ensure that all legislation and regulations applicable to the transportation and delivery of such Goods is complied with at all times, and the Supplier indemnifies HEMPEL against any loss suffered by HEMPEL (including detention and confiscation of the Goods) arising from transportation or delivery of the Goods in breach of any legislation or regulations.
- 4.4. Delivery dockets shall accompany all Goods being delivered and shall include the following information at a minimum and also such information as is required by HEMPEL: Order number, description of Goods and name of Supplier, unit of measure specifying volume, quantity or number and delivery point for the Goods.
- 4.5. All Goods shall be packaged securely in such a manner so as to prevent damage during loading, transportation and off-loading. In circumstances where HEMPEL issues packaging specifications, then the Supplier will comply with such specifications. HEMPEL shall be entitled to recover from the Supplier all loss and damage which HEMPEL suffers due to the Supplier's failure to comply with the provisions of this Condition 4.5.
- 4.6. If, for any reason, HEMPEL is unable to accept delivery of the Goods at the time specified in the Order, the Supplier shall, by prior agreement with HEMPEL, store the Goods and shall maintain them in merchantable condition. Subject to prior written agreement, HEMPEL shall reimburse the Supplier for the reasonable costs of such storage actually incurred after its confirmation.

5. OWNERSHIP AND RISK

- 5.1. The Supplier shall be fully responsible for and will maintain any HEMPEL Property, including the safe and secure storage thereof, whilst in the Suppliers possession for any purpose connected with the Contract. If any loss or damage occurs (normal wear and tear excepted), the Supplier will promptly replace or repair as required by HEMPEL, and at the Suppliers own cost, any HEMPEL Property lost or damaged by the Supplier.
- 5.2. Upon request by HEMPEL, the Supplier will immediately return any HEMPEL Property in the possession of the Supplier. In the event of Supplier's failure to return the HEMPEL Property, HEMPEL may elect to purchase a replacement for the applicable item of HEMPEL Property and recover from Supplier the full cost of such replacement.
- 5.3. Title to all or any part of the Goods shall pass to HEMPEL on the earlier of (i) payment for such Goods or part thereof; and (ii) delivery of such Goods in accordance with Condition 4.1. Where title to all or any part of the Goods has passed to HEMPEL but the Goods remain in possession of the Supplier, the Supplier shall clearly label the Goods as the property of HEMPEL and store the Goods separately from all other goods.

5.4. Notwithstanding Condition 4.1, risk in the Goods shall remain with the Supplier until such time as the Goods have been physically received by HEMPEL and signed for on behalf of HEMPEL although in circumstances where the Goods are not in a satisfactory condition either at the time of receipt by HEMPEL or subsequently, risk in the full and actual Goods shall remain with the Supplier.

6. INSPECTION, REJECTION AND QUALITY

- 6.1. The Supplier grants HEMPEL the right to inspect any Goods at any time prior to delivery at the Supplier's premises or elsewhere. Inspection by HEMPEL of any Goods shall not relieve the Supplier of responsibility or liability for those Goods and shall not imply acceptance thereof by HEMPEL. HEMPEL's right of inspection prior to delivery shall be without prejudice to HEMPEL's right to reject Goods after delivery.
- 6.2. All Goods shall be supplied in accordance with the Specification and subject (but without obligation on HEMPEL) to inspection and testing by HEMPEL on delivery. At any time following delivery and without prejudice to HEMPEL's other rights and remedies under the Contract or otherwise, HEMPEL shall be entitled by written notice to the Supplier to reject the whole or part of any consignment of Goods which have not been supplied fully in accordance with the Contract.
- 6.3. Without prejudice to Condition 6.1 or to any other rights that HEMPEL may have under the Contract or otherwise, if the Supplier fails to deliver the Goods in accordance with the terms of the Contract or by the specified date of delivery or HEMPEL rejects the Goods pursuant to Condition 6.2, then HEMPEL shall be entitled, at its option, to:
- 6.3.1. refuse the Goods and, if applicable, require the Supplier to remove, repair or replace such Goods at the Supplier's cost as expeditiously as reasonably practicable, which Goods shall be then immediately held at the risk of the Supplier;
 - 6.3.2. suspend the contract while HEMPEL assesses Supplier's non-performance, and considers whether to claim damages, terminate the contract, or exercise other remedies, and during such suspension refuse to accept any further delivery of Goods which the Supplier attempts to make;
 - 6.3.3. obtain identical or similar goods from an alternative supplier and be reimbursed on demand by the Supplier for all additional costs and expenses reasonably incurred by HEMPEL; and/or
 - 6.3.4. terminate the Contract forthwith and refuse to accept any further consignment or delivery of Goods under the Contract.
- 6.4. Without prejudice to HEMPEL's rights to damages or to any other remedies under the Contract or at law, the Supplier shall on demand refund HEMPEL the purchase price, if paid, and all other costs and disbursements incurred by HEMPEL in respect of, or as a result of, any Goods and/or Services being validly refused or rejected.
- 6.5. At all times that the Contract is in effect, HEMPEL reserves the right to call for certificates of raw materials and test certificates for materials and equipment used in the sourcing and manufacture of the Goods and the Supplier shall provide such certificates to HEMPEL within five business days of any such request from HEMPEL.

- 6.6. The Supplier shall permit HEMPEL's staff or nominees to carry out such inspections of any Services as HEMPEL deems to be necessary. Such inspections shall not relieve the Supplier of responsibility or liability for such Services and shall not imply acceptance thereof by HEMPEL.
- 6.7. Without prejudice to any other rights HEMPEL may have under the Contract or otherwise, if the Supplier fails to perform the Services in accordance with the terms of the Contract or by the specified date or HEMPEL rejects any improperly performed Services, then HEMPEL shall be entitled, in its absolute discretion to:
- 6.7.1. require the Supplier to re-perform the Services, in either case free of charge and as soon as is reasonably practicable;
 - 6.7.2. obtain services from a third party and be reimbursed by the Supplier for all additional reasonable costs and expenses thereby incurred; and/or
 - 6.7.3. terminate the Contract forthwith and refuse to accept any further performance of Services under the Contract.

7. WARRANTIES AND OBLIGATIONS OF SUPPLIER

- 7.1. The Supplier warrants that the Goods and any parts or materials used in the manufacture or performance of any work related to the Goods shall:
- 7.1.1. be fit for their purpose or any special purpose notified in writing by HEMPEL to the Supplier;
 - 7.1.2. conform to the Specifications in all respects and to any samples or drawings where such have been provided;
 - 7.1.3. be new and unused, of sound materials and workmanship and free from any defects (latent or otherwise);
 - 7.1.4. conform to all applicable international and local laws and regulations affecting the design, manufacture, sale, packaging, labelling, safety standards and use of the Goods, which are in force and effect on the date of delivery;
 - 7.1.5. be guaranteed to be free from defects for 12 months from the time of receipt of the relevant Goods by HEMPEL unless otherwise agreed between the Supplier and HEMPEL;
 - 7.1.6. be accompanied by all appropriate information, warnings, instructions and documentation in relation to the use, storing, operation, consuming, transportation and disposal of such Goods.
- 7.2. In addition, the Supplier shall:
- 7.2.1. specify full details regarding all immediate and long term potential hazards or dangers relating to the Goods including but not limited to, toxicity, flammability, harmful effect due to inhalation or direct contact and whether due to direct or indirect use thereof;
 - 7.2.2. furnish full details relating to the most appropriate safety precautions to be taken in respect of the Goods or the use and handling thereof;

- 7.2.3. appropriately and prominently label all packages and receptacles containing dangerous, toxic or otherwise harmful Goods in order to protect those who handle them or who are exposed to them.
- 7.3. The Supplier warrants that all Services will be performed (i) in a safe and workmanlike manner in accordance with best practice and with all reasonable skill, care and diligence, (ii) in full accordance with all applicable international and local safety laws and regulations and (iii) so as to ensure that the completed works, the subject of the Services are free from defects in materials and workmanship and are fit for the intended purpose.
- 7.4. The Supplier agrees to the passing on by way of assignment or otherwise of the benefit of any warranty or guarantee relating to the Goods to which HEMPEL is entitled under the Conditions to any subsequent user or purchaser of the Goods and the Supplier agrees to enter into such documents as may be necessary to achieve this.

8. PRICE AND PAYMENT

- 8.1. The price(s) for the Goods and/or Services shall be specified in the Order and shall remain fixed for the term of the Contract.
- 8.2. Unless otherwise stated in the Contract, the price payable for the Goods and/or Services shall be:
- 8.2.1. exclusive of value added tax or other sales tax; and
- 8.2.2. inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods and all duties, licenses, permits and taxes (other than VAT) as may be payable in respect of the Goods and/or Services from time to time.
- 8.3. If the Contract states that value added tax ("VAT") or any other sales tax is payable in respect of any Goods or Services, such tax shall only be payable by HEMPEL upon receipt of a valid VAT or sales tax invoice.
- 8.4. Unless otherwise specified in the Order, and subject to the Supplier complying with its obligations under the terms of the Order, HEMPEL shall make payment for the Goods and/or the Services to the Supplier within ninety (90) days after the ending of the calendar month of such receipt of Supplier's duly completed and accurate formal invoice (including the official Order number) which invoice shall only be issued by the Supplier following delivery of the relevant Goods to HEMPEL or following completion of the relevant Services.
- 8.5. HEMPEL may withhold payments of any disputed or insufficiently documented amounts included in any invoice. HEMPEL is entitled to deduct from or set-off against any money due or which becomes due from HEMPEL to Supplier, any sum(s) due to HEMPEL or to any subsidiary or affiliated company of HEMPEL from the Supplier under the Contract or otherwise or to recover such sums as a debt.
- 8.6. Any application for price adjustments by the Supplier must be made in writing to HEMPEL and must give not less than 30 days notice of such proposed price adjustment and shall also be supported by such documentary evidence as may be required by HEMPEL. No price adjustments shall be effective until accepted in writing by HEMPEL acting in its absolute discretion.

- 8.7. Payment of an invoice by HEMPEL shall not constitute acceptance of Goods and/or the Services covered by the invoice and shall be without prejudice to any and all claims HEMPEL may have against the Supplier in connection with the Order

9. INDEMNITY AND INSURANCE

- 9.1. The Supplier shall indemnify and hold HEMPEL harmless from and against any liability, loss, costs (including legal fees), damage or injury in consequence of (i) any defect in design, parts or materials or workmanship of Goods and/or Services or (ii) any breach by the Supplier of the Contract (including any late delivery of Goods or performance of the Services) or (iii) any negligence, wilful default or wrongful act or omission of the Supplier, its employees, sub-contractors or agents, save to the extent that any such liability, loss, cost, damage or injury is caused by the negligence of HEMPEL.
- 9.2. The Supplier agrees to indemnify HEMPEL from any and all losses sustained by HEMPEL by reason of any third party claim for injury, death or other damage caused by breach of the warranties within Condition 7.1 above or by defects in the Goods and/or in the quality of the Services (including any product recall costs incurred by HEMPEL as a consequence of HEMPEL receiving defective Goods).
- 9.3. The Supplier shall arrange and maintain, at its own cost, all necessary insurance on terms satisfactory to HEMPEL. Evidence of such insurance shall be produced by the Supplier to HEMPEL upon request and in particular, the types of insurance cover may include, without limitation, the following:
- 9.3.1. Public liability cover.
 - 9.3.2. Product liability cover.
 - 9.3.3 Employer's liability cover.

10. BREACH AND TERMINATION

- 10.1. Without prejudice to the accrued rights of HEMPEL prior to the date of termination, HEMPEL shall be entitled to terminate the Contract immediately upon notice to the Supplier if:
- 10.1.1. the Supplier has committed or is committing a material breach of a term of the Contract and if (the default being one which is capable of being remedied) the Supplier fails to remedy such default within 7 (seven) days of receipt of a written notice from HEMPEL requiring the Supplier do so; or
 - 10.1.2. if there is any breach of warranty by the Supplier;
 - 10.1.3. if the Supplier has a receiver, administrator, administrative receiver or manager appointed over the whole or any part of its assets, becomes insolvent, or commits any act of bankruptcy or is wound up or goes into liquidation or if the Supplier shall suffer any analogous proceedings under local law.
- 10.2. In any circumstances contemplated by this Condition 10, HEMPEL may recover from the Supplier any HEMPEL Property in the possession of the Supplier and all Goods associated with the relevant Order and, all losses and expenses incurred by HEMPEL in consequence of such default, breach or failure including losses and expenses incurred

as a result of HEMPEL having to make alternative arrangements for the execution of the Order or the supply of the Goods and/or the performance of the Services in question.

11. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 11.1. All intellectual property rights including patents, trademarks, service marks, design rights (whether registered or unregistered), copyright (including any future copyright) and any application for any of the foregoing, arising from work conducted or prepared by the Supplier for HEMPEL or in any tools or equipment supplied by or funded by HEMPEL shall belong to HEMPEL and the Supplier agrees to do all such things as may be reasonably required to secure the granting of such rights to HEMPEL.
- 11.2. Intellectual property in all goods and materials supplied to the Supplier by or on behalf of HEMPEL, or prepared manufactured or procured by the Supplier specifically for or in connection with the performance of the Order for HEMPEL shall belong to HEMPEL.
- 11.3. All information and documents provided to the Supplier by HEMPEL, or otherwise acquired by the Supplier relating to HEMPEL's business, or created or produced by or on behalf of the Supplier specifically for or in connection with the performance of the Order for HEMPEL shall be kept confidential by the Supplier and shall not be used or caused to be used by the Supplier other than for the purposes of the Order.
- 11.4. The provisions of Condition 11.3 shall continue in force notwithstanding termination, however caused, or completion, of the Contract although such provisions shall not apply to any information or document in the public domain or coming into the public domain other than through the default of the Supplier.
- 11.5. The Supplier warrants that the sale, possession, resale or use of the Goods and/or the performance of the Services to be supplied do not infringe any third party intellectual property rights and undertakes to indemnify and hold harmless HEMPEL, its employees, officers, agents, customers and successors and assigns ("the Indemnified Parties") against all royalties or licence fees and against all damages, losses or costs suffered by the Indemnified Parties or for which the Indemnified Parties may be liable in respect of any breach of this warranty and the Supplier will give the Indemnified Parties all such assistance as is reasonably required in defending any such infringement claim. If it should come to HEMPEL's knowledge that a claim may arise under this warranty, then HEMPEL reserves the right to terminate the Contract immediately and without any liability towards the Supplier.
- 11.6. The Supplier shall make no reference to HEMPEL in its advertising, literature or correspondence without HEMPEL's prior written agreement. Nothing in this Order shall entitle the Supplier to use any name, trademark or logo of HEMPEL.

12. HEMPEL BUSINESS PARTNER CODE OF CONDUCT

- 12.1. The Supplier acknowledges that HEMPEL has a code of ethics (the "Code of Conduct").

Copies of it may be viewed at https://www.hempel.com.cn/~media/Sites/hempel-com-cn/files/general/files/Hempel-Business-Partner-Code-of-Conduct_-English.pdf

and are available from HEMPEL on request. HEMPEL expects the Supplier to maintain a consistently high standard of integrity in all its business relationships with HEMPEL and

to foster the highest possible standards of professional competence in all its activities. To this end, in supplying Goods to HEMPEL and/or in performing any Services, the Supplier agrees that it shall not knowingly take any action which violates the Code of Conduct. Further, the Supplier specifically acknowledges that no employee of HEMPEL is authorized to propose to the Supplier or approve conduct which is inconsistent with the Code of Conduct.

12.2. HEMPEL shall have the right to terminate its business relationship and any associated agreements with the Supplier if the Supplier is (or HEMPEL reasonably believes the Supplier is) in material breach of the Code of Conduct and, in case of any breaches which are capable of remedy, the Supplier fails to remedy such breach, after written notification by HEMPEL of such breach.

12.3. The Supplier and its agents, employees and contractors shall strictly comply at all times with the Code of Conduct and with all other national and local laws and regulations and all rules, regulations, standards and instructions of whatever nature of HEMPEL applicable at any premises where the Goods are delivered and/or where the Services are performed.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1. The Contract and any supply under the terms thereof shall be governed by the laws of the People's Republic of China which, for this purpose, shall exclude Hong Kong and Macau Special Administrative Regions and Taiwan (the "PRC"). Where there is no publicly promulgated PRC law on the subject, international practice and generally accepted principles of international law shall prevail. In case of purchase by a HEMPEL company in Hong Kong, the Contract and any supply under the terms thereof shall be governed by the laws of Hong Kong SAR. Where there is no publicly promulgated Hong Kong SAR law on the subject, international practice and generally accepted principles of international law shall prevail.

13.2. Any dispute, controversy or claim arising out of or in connection with the Contract, including any disputes as to validity of the Contract, shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in accordance with CIETAC's arbitration rules in effect at the time of applying for arbitration. The place of arbitration shall be Shanghai. In case of purchase by a HEMPEL company in Hong Kong, any dispute, controversy or claim arising out of or in connection with the Contract, including any disputes as to validity of the Contract, shall be submitted to the Hong Kong International Arbitration Centre for arbitration in accordance with the Hong Kong International Arbitration Center Administered Arbitration Rules in effect at the time of applying for arbitration. The place of arbitration shall be Hong Kong.

13.3. The number of arbitrator shall be three. The arbitral award is final and binding upon the parties.

13.4. The arbitral proceedings shall be conducted in both English and Chinese languages.

13.5. The arbitration provisions set out in this Clause do not prevent a Party from making use of any interim remedies (preliminary injunction etc.).

14. GENERAL

- 14.1. If the Supplier is required to operate in premises owned by HEMPEL, then the Supplier agrees at its own expense to comply with all HEMPEL's site safety rules and procedures. These include but are not limited to using appropriate personal protective equipment, attending site induction training, and removing all rubbish, debris, surplus materials and temporary erections and leaving the site tidy. Materials used or to be used are at the Supplier's risk until completion of the Order.
- 14.2. No failure or delay on the part of HEMPEL to exercise any power, right or remedy under the Order shall operate as a waiver thereof nor shall any single or partial exercise by HEMPEL of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy. No waiver by HEMPEL of any breach of any of the terms and conditions of the Order shall be construed as a waiver of any subsequent breach whether of the same or of any other term or condition hereof. No waiver by HEMPEL shall be validly made unless made in writing.
- 14.3. The Contract and/or mater agreement (if any) constitutes the entire agreement between HEMPEL and the Supplier relating to the sale and purchase of Goods and/or Services. No amendment to or a variation of the Order shall be effective unless it is expressly agreed to in writing by HEMPEL.
- 14.4. HEMPEL reserves the right at any time to cancel the Order in whole or in part or to make any changes. Unless any cancellation or changes arise from the Supplier's default, HEMPEL shall pay to the Supplier fair and reasonable compensation for the Supplier's work-in-progress at the time of change or termination but such compensation shall never include loss of anticipated profits or any economic or consequential loss.
- 14.5. Should either HEMPEL be prevented from or delayed in meeting its contractual obligations due to any cause beyond HEMPEL's reasonable control then HEMPEL shall as soon as possible notify the Supplier of the circumstances and such contract obligations shall be suspended during the period HEMPEL is affected by such cause. Should such circumstances endure for more than 30 days HEMPEL shall be entitled to terminate the Order, without payment to the Supplier of any damages whatsoever although HEMPEL shall pay such sums as are properly due to the Supplier to the extent that the relevant Order was fulfilled.
- 14.6. Save as expressly provided, no provisions of the Contract shall be enforceable by a third party (being any person other than HEMPEL, the Supplier and their permitted assignees and successors). In the event that any term or provision of the Contract is declared void or unenforceable by any court having competent jurisdiction under the Contract, the remainder of the provisions of the Contract shall remain in full force and effect to the fullest extent permitted by applicable law.

IMPORTANT: The Conditions, as an integral part of each Order, is intended to create binding legal rights and obligations on HEMPEL and the Supplier, and those clauses herein intentionally shown by HEMPEL in bold font are for the purposes of reminding the Supplier of its legal obligations hereunder.