

NEXEO SOLUTIONS CANADA CORP.
PURCHASE ORDER TERMS AND CONDITIONS – CANADA

Upon VENDOR's receipt of a purchase order ("Purchase Order") from Nexeo Solutions Canada Corp. ("PURCHASER") and either (i) VENDOR's acknowledgement by facsimile transmission or other written communication that it agrees to sell such goods or services to PURCHASER, or (ii) VENDOR's shipping goods or provision of services to PURCHASER in response to the Purchase Order, a binding agreement shall be created for the purchase by PURCHASER and sale by VENDOR of the goods and services described in such Purchase Order, subject to the terms contained in the Purchase Order between PURCHASER and VENDOR, and the following terms and conditions:

1. **PAYMENT:** Payment will be made in accordance with the terms set forth on the face of the Purchase Order upon receipt by PURCHASER of conforming goods accompanied by an invoice, together with Bill of Lading, or copy of Freight Bill for each shipment. All valid invoices shall be paid by PURCHASER within sixty (60) days from receipt of invoice, except as may otherwise be agreed by PURCHASER in writing. PURCHASER shall not be liable for any charges for cartage, boxing, packaging, etc., unless such charges are specifically agreed in writing. VENDOR agrees to submit invoices to PURCHASER in a timely manner. Notwithstanding anything to the contrary herein, PURCHASER shall not be required to pay any invoices received after ninety (90) days following the date on which the invoiced services were performed or the invoiced goods were delivered. In no event shall PURCHASER be liable for any late charges, interest or other fees. Any sums payable to VENDOR and its subsidiaries shall be subject to set off or withholding for any present and future liabilities or indebtedness to PURCHASER or its related companies.
2. **TAXES:** Prices stated on the face of the Purchase Order include all taxes and duties of any nature whatsoever, including, without limitation, any local, provincial and federal taxes, if any, applicable to the Purchase Order, the goods purchased or the proceeds paid hereunder, unless otherwise expressly stated herein. Further, VENDOR shall pay all taxes and import or export duties of any kind, including those taxes or duties that may be imposed or assessed on any property furnished by PURCHASER (such as any data, information, materials, components or tooling), and all fines or penalties imposed by reason of VENDOR's failure to pay such taxes or duties. All such taxes and duties, existing, new or increased, are included in the price stated in the Purchase Order. Without limiting the generality of the foregoing, PURCHASER shall be entitled to deduct from the payment of fees, without provision for gross-up, any amount required by applicable law to be deducted or withheld, including any amount that is required to be withheld pursuant to Regulation 105 under the Income Tax Act (Canada).
3. **TITLE AND RISK OF LOSS:** Title and risk of loss to the goods purchased hereunder shall pass to PURCHASER upon receipt and formal acceptance by PURCHASER of the conforming goods at the location designated on the face of the Purchase Order.
4. **DELIVERY:** Time is of the essence. In addition to all of its other legal remedies, if delivery of goods and services is not completed by the time promised or if VENDOR breaches any of the terms hereof, PURCHASER reserves the right, without liability, to terminate the Purchase Order by notice effective when issued to VENDOR and to purchase substitute goods or services elsewhere and charge VENDOR with any loss incurred, as well as incidental, economic and consequential damages or loss sustained as a result thereof. VENDOR shall be responsible to be liable to pay for such charges.
5. **ADDITIONAL INSTRUCTIONS:** VENDOR agrees to comply with the following requirements: (i) VENDOR shall forward any notices, to both "Invoice" and "Ship To" addresses indicated on the face of the Purchase Order; (ii) VENDOR must show the complete Purchase Order number and PURCHASER's code or property number, if indicated herein, including prefix and suffix, on all invoices, bills of lading, or shipping memoranda; and (iii) VENDOR must show the complete name plate data on any invoice for capital equipment for which a code or property number is indicated herein.

Further, to the extent that this Purchase Order involves an international shipment, VENDOR agrees to comply with the following requirements:

- (a) VENDOR's identification of the goods must include the country of origin.
 - (b) So as to prevent damage in transit, VENDOR must prepare and pack by line item for export shipment in a manner acceptable to PURCHASER or as otherwise set forth by PURCHASER and in compliance with applicable laws and regulations.
 - (c) Prior to export, VENDOR shall enclose one (1) copy of the required Customs Invoice in a water proof envelope or wrapper, clearly marked "CUSTOMS INVOICE", securely attached to the outside of the No. 1 shipping container in each shipment.
 - (d) VENDOR shall, at its own expense, obtain all necessary export licenses, approvals and authorizations required to export goods. VENDOR shall promptly notify PURCHASER of any obstacles or requirements which may delay VENDOR's exportation of goods.
6. **ASSUMPTION OF RISK:** VENDOR specifically and expressly assumes the risk of any foreseen or unforeseen events or causes occurring subsequent to the date of any Purchase Order issued, which while not rendering performance impossible, would substantially change the cost to VENDOR of performing such Purchase Order, so as to make such performance onerous, unprofitable, or otherwise commercially impractical.
 7. **INSPECTION & REJECTION:** Upon receipt by PURCHASER, all goods and services purchased pursuant to this Purchase Order will be subject to final inspection and approval. There shall be no deemed acceptance by PURCHASER. Such inspection will be made within a reasonable time after receipt of the goods and services, irrespective of the date of payment therefor. In the event any goods are found to be nonconforming, PURCHASER may reject same, and, in such event, PURCHASER shall notify VENDOR and, at PURCHASER's option: (i) PURCHASER shall hold the goods for VENDOR's account, or (ii) PURCHASER shall return the goods, freight collect, to VENDOR. PURCHASER may charge VENDOR for costs of reasonable handling, storage and inspection of non-conforming goods. PURCHASER shall have no liability or obligation whatsoever with respect to VENDOR's nonconforming goods held in its possession for VENDOR's account or returned to VENDOR. In no event shall VENDOR have more than ten (10) days from receipt of PURCHASER's notice of the nonconformity to cure such nonconformity or to replace the nonconforming goods. Further, if services are not performed to the reasonable satisfaction of PURCHASER and in accordance with applicable specifications, then PURCHASER may elect either to have such services re-performed by

VENDOR at no cost to PURCHASER or have a different vendor perform the services and charge VENDOR with any fees or losses incurred. VENDOR shall be responsible to pay for such charges. The remedies set forth herein shall be cumulative and in addition to the other remedies available to PURCHASER at law or equity

8. **BANKRUPTCY:** In the event any bankruptcy, receivership or insolvency proceedings, voluntary or involuntary, are instituted by or against VENDOR, PURCHASER may, at its option, cancel the Purchase Order to the extent permitted by law or court order, without liability hereunder.

9. **CANCELLATION / TERMINATION:** At any time, PURCHASER may terminate or suspend any Purchase Order by providing notice to VENDOR for any reason, with or without cause. PURCHASER's only liability for such termination shall be payment for properly delivered goods or services accepted by PURCHASER in accordance with PURCHASER's Purchase Order prior to the effective date of termination. PURCHASER may return to VENDOR any saleable goods in its inventory upon termination of the Purchase Order without incurring any restocking fees.

10. **WARRANTIES:** VENDOR warrants (i) that it conveys good title to any goods supplied hereunder, free of all liens and encumbrances, (ii) that the goods supplied hereunder will be new and made in a good and workmanlike manner, be free from defects, meet the specifications that have been expressly made a part of the Purchase Order, and conform to any samples provided by VENDOR, and (iii) that the goods supplied hereunder shall be of merchantable quality and fit for the purpose intended. VENDOR further warrants that the goods have been produced, labeled, and packaged in compliance with all applicable laws, rules, regulations and ordinances. To the extent VENDOR is performing services, VENDOR warrants (i) that it has the right to accept this Purchase Order and that there is no restriction that would interfere or prevent VENDOR from performing the services hereunder; (ii) VENDOR and VENDOR's personnel shall have the proper skill, training and background so as to be able to perform the services in a courteous, competent and professional manner; (iii) VENDOR's personnel shall perform all services in a good and workmanlike manner and to PURCHASER's specifications and reasonable satisfaction; and (iv) that VENDOR shall comply with all applicable laws and regulations in performance of the work. VENDOR further warrants that all goods and services delivered to PURCHASER are free from claims of any nature and do not infringe upon the intellectual property, contractual or other rights of any third party. At PURCHASER's option, VENDOR shall (a) replace any non-conforming goods at no charge to PURCHASER; (b) re-perform any non-conforming services at no additional cost to PURCHASER until such services are reasonably satisfactory to PURCHASER; and/or (c) refund the purchase price, including any freight or incidental charges incurred by PURCHASER, for any non-conforming goods or services. The remedies and warranties set forth herein shall be cumulative and in addition to any other remedies and warranties available to PURCHASER at law or in equity.

11. **INFORMATION AND INSTRUCTIONS:** VENDOR agrees to furnish to PURCHASER all warnings, information, documents, labels, placards, containers and other materials which may be required by common laws statutes, ordinances, rules or regulations of any public authority related to the use, packaging, receiving, storing, handling, shipping or transporting of the goods, together with detailed written instructions as to their use and disposition of the goods and their containers.

12. **OWNERSHIP OF DELIVERABLES:** All drawings, blueprints, tracings, patterns, samples, intellectual property and the like, developed or prepared by VENDOR and ordered by PURCHASER, or furnished hereunder to VENDOR by PURCHASER, and the information contained therein, are the property of PURCHASER upon creation, shall not be used by VENDOR, except to execute this Purchase Order, or except as authorized in writing by PURCHASER, and shall be delivered to PURCHASER promptly after completion or termination of this Purchase Order.

13. **CONFIDENTIALITY; USE OF TRADEMARKS:** All information disclosed by PURCHASER pursuant to this Purchase Order, including the existence of this Purchase Order itself, will be deemed to be confidential information ("Confidential Information"). The VENDOR shall not use or disclose to any third party any Confidential Information other than for the performance of this Purchase Order; provided, however, this restriction shall not apply to any Confidential Information that is or becomes generally known to the public through no fault of VENDOR. VENDOR shall take appropriate security precautions, but shall not use less than a reasonable standard of care, to protect such Confidential Information. VENDOR shall not use the name or trademarks of PURCHASER as a reference in any sales materials, presentations, on sales calls, news release, or in any other written materials or any other promotional activity without PURCHASER's prior written consent.

14. **LIABILITIES AND INDEMNIFICATION:** VENDOR agrees to protect, indemnify, hold harmless and defend PURCHASER, its subsidiaries and related companies, and each of their officers, directors, employees, workers, agents, servants, and invitees ("PURCHASER Indemnitees") from and against all losses, damages, demands, claims, suits, and other liabilities, including reasonable legal fees and other expenses of litigation for any claims, including claims for bodily injury, including death at any time resulting therefrom, and claims for damages to property, including loss of use thereof and downtime, ("Claims") which either directly or indirectly result from or occur in connection with (a) VENDOR's manufacture, packaging, labeling, storage, delivery, unloading, handling or possession of the goods or services, or (b) VENDOR and its employees', workers', agents' and servants' presence on PURCHASER's premises or any performance of the services required hereunder, and, in the case of either (a) or (b), are caused by or alleged to have been caused by any act, omission, breach or duty, or default, defects in design, workmanship, materials, or failure to conform to samples, irrespective of whether liability is based on negligence, strict liability, breach of expressed or implied warranty or other breach of duty, of VENDOR or any of its employees, workers, agents or servants unless same shall be due to PURCHASER's sole negligence. VENDOR's agreement to protect, indemnify, hold harmless and defend as set forth in the immediately preceding sentence shall not be negated or reduced by virtue of the existence of any negligence or alleged negligence of PURCHASER Indemnitees, active or passive, concurrent or non-current with that of others, including VENDOR, its employees, workers, agents and servants. VENDOR's agreement to protect, indemnify, hold harmless and defend as set forth herein shall not be negated or reduced by virtue of VENDOR's insurance carriers denial of insurance coverage for the occurrence or event which is the subject matter of the claim and/or refusal to defend PURCHASER Indemnitees. Further, VENDOR shall indemnify, hold harmless and defend PURCHASER Indemnitees from and against all losses, damages, demands, claims, suits and other liabilities, including reasonable legal fees and other expenses of litigation, based upon a claim that any goods sold hereunder constitute an infringement of any existing patent, copyright, contractual or proprietary rights, or that PURCHASER's use

of VENDOR's trademark on or in connection with the goods constitutes an infringement of an existing third party trademark. The provisions of this section shall survive the expiration or termination of this Purchase Order.

15. **INSURANCE:** VENDOR agrees to carry Worker's Compensation Insurance as required by applicable law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence for any person entering PURCHASER's property in connection with performance of the Purchase Order. In addition, VENDOR agrees to carry Automotive Liability Insurance, internet, network and privacy liability "cyber" insurance, and Comprehensive General Liability Insurance (including blanket contractual liability and products-completed operations coverage) each with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. All insurance provided by VENDOR shall be primary and non-contributory to PURCHASER. PURCHASER shall be named as additional insured on VENDOR's Automobile Liability and Commercial General Liability insurance policies, and VENDOR agrees to waive its rights of subrogation on all policies, where permitted by law. On demand of PURCHASER, certificates of such insurance must be presented for verification.

16. **ASSIGNMENT; SUBCONTRACTING:** VENDOR may not assign this Purchase Order or delegate its performance hereunder or subcontract the services in whole or in part without PURCHASER's prior written approval.

17. **COMPLIANCE WITH LAWS:** VENDOR shall comply with all applicable foreign, federal, provincial and municipal laws, rules, regulations and orders, including, without limitation, any applicable anti-bribery/anti-corruption legislation. VENDOR agrees to indemnify and hold PURCHASER harmless from any loss, cost or expense (including reasonable attorney's fees) for any and all claims for or arising out of violations of this provision of this Purchase Order. VENDOR understands and acknowledges that any non-compliance with the above representation will constitute grounds for immediate termination of this Purchase Order.

18. **INDEPENDENT CONTRACTORS:** It is expressly understood by the parties that PURCHASER and VENDOR are independent contractors, and that neither party is an agent or employee of the other and neither has any right nor any authority to enter into any contract or undertaking in the name of or for the account of the other, nor assume or create any obligation of any kind on behalf of the other.

19. **FORCE MAJEURE:** It shall not be deemed a default, and neither PURCHASER nor VENDOR shall be liable for a failure to perform arising from causes or events beyond reasonable control and without the fault or negligence of PURCHASER or VENDOR including acts of God, floods, fires, explosions or storms, war, any rule or action of any court, instrumentality or agency of federal or provincial or municipal government. To the extent that, and so long as the obligations of either party are affected by any such cause or event, such obligation shall be suspended. The party suffering such event will promptly notify the other party in writing and if the period of suspension lasts longer than fifteen (15) days, then the non-suffering party may at any time thereafter, while such suspension continues, terminate this Purchase Order with immediate effect.

20. **APPLICABLE LAW AND VENUE:** This Purchase Order and the rights, duties, obligations and remedies of the PURCHASER and VENDOR shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to its conflicts of law provisions. The parties hereby agree and consent to the jurisdiction and venue of the courts of Toronto in the Province of Ontario with respect to any litigation that may be brought by one party against the other arising out of or relating to the Purchase Order or the breach thereof. The parties specifically waive their right to challenge the procedural or subject matter of this tribunal, venue in this tribunal, or that there is a more convenient forum.

21. **WAIVER; SEVERABILITY:** The failure of either party to exercise any right granted hereunder shall not impair nor be deemed a waiver of a party's privilege of exercising such right at any subsequent time or times. If any section, subsection, sentence or clause of this Purchase Order shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of this Purchase Order as a whole or of any section, subsection, sentence or clause hereof not so adjudged, if the essential terms and conditions of this Purchase Order for each party remain valid, binding, and enforceable.

22. **ENTIRE AGREEMENT; AMENDMENTS:** The face of the Purchase Order and these terms and conditions constitute the entire understanding between the parties regarding the subject matter hereof. No sales acknowledgment form, shipping papers, invoice, VENDOR'S general terms and conditions, or other written document shall be construed as altering or overriding the terms and conditions herein and no prior or current course of dealing between the parties, any usage of trade or custom of the industry shall modify or supplement the terms and conditions of the Purchase Order. No amendment, alteration, modification or waiver of the Purchase Order subsequent to the date hereof shall be valid or enforceable unless in writing and signed by both of the parties.

23. **LANGUAGE:** The parties confirm that it is their wish that this Agreement, as well as all other documents relating to this Agreement, including notices, be drawn up in English only. Les parties aux présentes confirment que c'est leur volonté que la présente convention de même que tous les documents, y compris les avis, s'y rattachant, soient rédigés en anglais seulement.