**TERMS AND CONDITIONS OF PURCHASE: GOODS AND SERVICES**

1. **Definitions and Interpretation**

   Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa. The headings in these Terms are for convenience only and shall not affect their construction or interpretation. The following terms shall have the following meanings:

   1.1 “Amendment Order” means a written instruction which amends an Order.
   1.2 “Completion Date” means the date(s) specified in the Order by which Performance must be completed.
   1.3 “Contract” means the contract (incorporating these Terms and the Order) between Innospec and Supplier for the purchase of Items.
   1.4 “Employees” means any and all employees, directors or other personnel of Supplier and its Subcontractors.
   1.5 “Goods” means materials or other goods to be supplied as Contracted.
   1.6 “Items” means Goods and/or Works (as the case may be).
   1.7 “Law” means all applicable laws and regulations.
   1.8 “Incident” or “incidents” means the term of trade for international sales of goods published by the International Chamber of Commerce applicable at the date of the formation of a contract of sale between Innospec and Supplier.
   1.9 “Innospec” means Innospec Active Chemicals LLC, with an office at 510 West Grimes Avenue, High Point, North Carolina 27260.
   1.10 “Order” means Innospec’s purchase order or written agreement with Supplier of the purchase of items together with all documents referred to therein and including any variations made by an Amendment Order.
   1.11 “Performance” means delivery of Goods in accordance with the relevant Incoterm and/or provision of Works.
   1.12 “Price” means the price payable to Supplier for the Items.
   1.13 “Site” means Innospec’s premises and/or any other location where Performance is to occur.
   1.14 “Subcontractors” means Supplier’s agents and permitted subcontractors.
   1.15 “Supplier” means the person, firm or company to whom the Order is issued.
   1.16 “Terms” means these terms and conditions of purchase - goods and services, together with any amendment hereeto.
   1.17 “Works” means any and all work to be undertaken by Supplier under the Contract, as specified in the Order.

2. **Formation and Incorporation**

   2.1 These Terms are the only terms and conditions on which Innospec is prepared to deal with Supplier, and shall govern the Contract to the entire exclusion of all other terms and conditions of Supplier and/or any of its suppliers or subcontractors. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa. The headings in these Terms are for convenience only and shall not affect their construction or interpretation. The following terms shall have the following meanings:

   3. **Amendments to Orders; Force Majeure**

   3.1 Innospec may at any time make changes to an Order (which may include, without limitation, changes in specifications, design, shipment, quantities, and place or time of Performance). Innospec shall issue an Amendment Order in respect of such changes, and if such changes result in an increase in the costs of, or the time required for, Performance by Supplier, an equitable adjustment shall be made to the Price or the Completion Date (or both). Any such adjustment must be approved in writing by Innospec before Supplier proceeds with any such changes.

   3.2 Innospec may by written notice reduce the quantity or change the nature of Items. The Order or require Supplier to suspend Performance if Innospec is prevented from, or delayed in, the carrying on of its business (or any part thereof) through any circumstances beyond its reasonable control. Supplier shall not be entitled to any additional remuneration, compensation or other right or benefit in respect of such reduction, cancellation or suspension.

   3.3 Without prejudice to the generality of clause 3.2, the following are included as events beyond Innospec’s reasonable control: act of God, fire, explosion, flood, epidemic or pandemic, war, terrorism, warlike operations, armed forces or occupation of plant or machinery; war, threat of war, acts of terrorism, national emergency, riot, civil disturbance, or sabotage; imports or export restrictions, embargoes; labor unrest; disputes or strikes; and inability to obtain or difficulties in obtaining materials, transport, fuel, parts, machinery or labor.

4. **Standards of Goods and Works**

   4.1 Supplier warrants that Goods shall: conform strictly as to quantity, quality and description stated in the Order and/or in any applicable specification supplied by Innospec to Supplier; comply with the Laws (and be manufactured, packaged and delivered in accordance therewith); be free from defects in design, materials and workmanship; be in strict compliance with all technical specifications, drawings or specifications stipulated in the Order and/or in any applicable specification supplied by Innospec to Supplier; be capable of meeting any standard of performance specified in the Order and/or in any applicable specification supplied by Supplier to Supplier; be fit for the express or implied purpose for which they are to be supplied under the Order.

   4.2 Supplier warrants that Goods shall (in addition to the requirements of clause 4.1) be packaging and marked in accordance with Innospec’s instructions.

   4.3 Supplier warrants that Works shall: conform strictly with the requirements stated in the Order and/or in any applicable instruction, drawing or specification supplied by Innospec to Supplier; be provided in accordance with the Laws; be provided using the best quality materials and workmanship; be provided using all due care, skill and diligence in accordance with best industry practice in which services similar to the Works are carried out; and in respect of any amicable subject matter of Works, produce an end result which is capable of meeting any function and/or standard of performance which has expressly or by implication been made known to Supplier.

   4.4 Supplier warrants that all Employees who are engaged in the provision of Works at any time shall possess applicable skills, qualifications and experience; be capable of meeting any function and/or standard of performance which has expressly or by implication been made known to Supplier.

   4.5 Innospec reserves the right to require Supplier to remove from the Site all or any of its Employees who do not comply with the provisions of clause 4.4. Supplier shall provide replacements for such Employees as soon as reasonably practicable and at no extra cost to Innospec. Any request by Innospec to remove Employees pursuant to this clause 4.5 shall be without liability to Supplier and shall not remove or diminish any of Supplier’s obligations under the Contract.

   4.6 Precise conformity of Items with the provision of these Terms is the essence of the Contract, and Innospec shall be entitled to reject any Items which do not so conform, however slight the breach.

5. **Conflict Minerals**

   The Supplier shall ensure that conflict minerals are not necessary to the functionality or production (as defined under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission Rules issued pursuant to such Act) of the Goods supplied to Innospec. Upon Innospec’s request, the Supplier shall promptly provide to Innospec a signed certification that its Goods may from time to time require, confirming compliance with the provisions of this clause.

6. **Inspection, Testing and Documentation**

   6.1 Innospec and its representatives shall be granted access to any premises of Supplier (and those of Subcontractors) and shall be allowed to inspect and test Goods at any time prior to acceptance or delivery.

   6.2 Supplier shall make available at its own expense all equipment, materials, services and facilities necessary for carrying out such tests on Goods as Innospec may require. If requested by Innospec or its representatives, Goods shall be completely assembled for tests and/or dismantled for inspection before dispatch.

   6.3 If, as a result of any such inspection or testing, Innospec is not satisfied that Goods will comply in all respects with the Contract and so notifies Supplier promptly after the relevant inspection or testing, Supplier shall take all necessary steps to ensure compliance.

   6.4 Notwithstanding any inspection or testing in accordance with this clause 6, Supplier shall remain fully responsible for Goods and any such inspection or testing shall not remove, diminish or obligate Supplier under the Contract (including, without limitation, its responsibility for any defects subsequently found in materials and/or workmanship).

   6.5 Supplier shall (at its expense) provide in respect of the Items all applicable certificates (including, certificates of analysis, tests, inspection or origin), material safety data sheets (“MSDS”), operating and safety instructions, warning notices, custom documentation and (on request or where otherwise expressly or by implication required) written assurance that Goods are and will continue to be in compliance with the Laws. All such certificates and documentation shall be provided whenever requested by Innospec (and no later than the time of Performance). Supplier warrants the accuracy of such certificates and documentation and agrees to indemnify and notify Innospec of any changes thereto. Supplier further acknowledges that Innospec is entitled to rely on certificates and documentation in order to satisfy its own obligations whether in contract or under the Laws. Supplier agrees to protect, defend, indemnify and hold harmless Innospec, its officers, directors, managers, employees or invitees from and against any claims, actions and damages, or liabilities related to any such certificate or its contents.

   6.6 Supplier (or Subcontractors) may require at any time prior to acceptance or delivery.

   6.7 Any inspections, drawings, designs, specifications or other documents which are provided to Supplier by Innospec shall remain the property of Innospec and must be returned (a) whenever a document is superseded by a further document; and (b) upon the earlier of completion of Performance or termination of the Contract.

   6.8 Unless otherwise specified by Innospec, all information and documentation to be provided by Supplier shall remain the property of Innospec and must be returned (a) whenever a document is superseded by a further document; and (b) upon the earlier of completion of Performance or termination of the Contract.

7. **Delivery of Goods**

   7.1 Supplier shall effect Performance by the Completion Date, time being of the essence of this Contract.

   7.2 Goods shall be delivered by the Completion Date and in any manner specified in the Order.

   7.3 Supplier shall (at its own expense) provide such data as Innospec shall deem necessary to ensure that the Order will be completed by the Completion Date.

   7.4 If Supplier shall fail to commence Performance on the starting date specified on the Order, or if it appears to Innospec (in its discretion) that Supplier may not be able to complete or break-down of plant the Completion Date, Innospec may cancel the Order or any part thereof in accordance with the provisions of clause 15.

   7.5 Goods which are supplied earlier than the specified delivery dates will not be accepted or paid for by Innospec unless so agreed by Innospec in writing.

   7.6 Unless otherwise stated in the Order: (a) Supplier shall be responsible for and bear the cost of packaging, loading, carriage and/or off-loading of Goods; and (b) Goods shall be delivered to Innospec’s usual place of business during normal hours.

Effective as included in all Orders placed on or after 04.10.2018
7.7 When Goods are delivered to Innospec in bulk, their weight as measured on Innospec’s weighbridge shall be conclusive as to its weight and shall be admitted as accurate in the absence of obvious error and shall be deemed conclusive as to the weight of Goods actually delivered.

7.8 Innospec reserves, for security purposes, the right to inspect Goods immediately on delivery. Notwithstanding any such marking or any signature on Innospec’s business card or receipt of Goods in good order, Innospec shall be deemed to have not accepted Goods until it has had 30 days following delivery to inspect them or, if later, within a reasonable time after any known or actual defect in Goods has become apparent. Notwithstanding any signature or any other form of consent specifically waives any objection on the grounds of such marking or such signature to any subsequent rejection of Goods by Innospec.

7.9 Unless otherwise agreed by Innospec in writing, all packaging in respect of Goods shall be supplied by Supplier at no extra cost to Innospec. Supplier shall be responsible for ensuring that such packaging will be returned to Supplier unless Innospec specifies otherwise, in which case Supplier shall promptly remove the relevant packaging at no cost to Innospec and shall be fully responsible for its disposal.

7.10 Supplier shall provide with each delivery of Goods a prominent delivery note stating the Order number, the number of packages, the contents, quantities and (in the case of part delivery) the outstanding balance remaining to be delivered.

7.11 Where Innospec agrees to accept Performance in installments, the Contract shall be deemed to be separate contracts in respect of each installment. However, notwithstanding the foregoing, failure by Supplier to effect Performance in respect of any one installment shall entitle Innospec (at its option) to treat the whole of the Contract as repudiated.

7.12 If Goods are delivered to Innospec in excess of the Order quantities specified, Innospec shall not be bound to pay for the excess, which will be at Supplier’s risk and be returnable to Supplier (at Supplier’s sole risk and expense).

8. Provision of Works
8.1 Works shall be completed by the Completion Date and undertaken in any manner specified by Innospec.

8.2 All equipment to be used by Supplier in the provision of Works shall be kept in good and safe operating condition at all times. All equipment and materials to be so used by Supplier shall comply with and be used in accordance with the Laws.

8.3 Supplier shall effect Performance in a clean and workmanlike manner and shall keep such part of the Site on which Works are being performed reasonably clean and uncluttered at all times. Without prejudice to the foregoing, Supplier shall, on completion of Works and where the nature of the Works so require, promptly clear away and remove from the Site its rubbish of every kind and any surplus materials and equipment. Supplier shall ensure that all such rubbish, materials and equipment are removed and (where relevant) disposed of in a safe and proper manner (including, for the purpose of illustration but without limitation, adequate lighting). Upon completion of Works (or on any earlier termination of the Contract), Supplier shall cause all such rubbish, materials and equipment to be removed and (where relevant) disposed of in a safe and proper manner.

8.4 Supplier shall not at any time interfere in any way with the business or other operations of Innospec, its employees and contractors.

8.5 Supplier shall provide a competent supervisor who shall be available at all times during which Works are being undertaken and who shall be authorised to receive on behalf of Supplier any directions and instructions from Innospec.

8.6 Unless otherwise specified by Innospec in writing, Innospec will provide, at no cost to Supplier and to the extent necessary to enable Supplier to undertake Works, water and electricity from such points on the Site (and, in the case of electricity, alternating current at such voltages) as shall be specified by Innospec. All connections to such water and electricity supplies shall be the responsibility of Supplier and must be approved by Innospec in advance of the relevant Works commencing (but such approval shall not relieve Supplier of any responsibility for such connections). Supplier shall maintain such connections and facilities as may be required to enable Works to be carried out in a safe and proper manner (including, for the purpose of illustration but without limitation, adequate lighting). In the case of Completion of Works, Supplier shall remove the relevant connections and facilities and repair any damage caused by such removal.

9. Title and Risk
9.1 Title and Risk in Goods shall pass to Innospec in accordance with the applicable Incoterm unless otherwise agreed to by the parties.

9.2 All materials, plant and equipment removed from the Site by Supplier in the course of providing Works shall remain the property of Innospec unless Innospec specifies otherwise (in which case the property therein shall transfer to Supplier and Supplier shall be fully responsible for the disposal thereof).

9.3 All materials which are provided or paid for by Innospec shall be at the risk of Supplier and remain to be unloaded by Innospec by the Goods in which such materials are incorporated; and (b) where such materials are to be stored at Supplier’s premises or at any other location on Innospec’s premises, Supplier shall promptly clear away and remove from the Site its rubbish of every kind and any surplus materials and equipment. Supplier hereby irrevocably grants Innospec the right to enter any of Supplier’s premises (and those of Subcontractors) at any time to remove any such materials. Supplier shall use such materials in a proper and economical manner, in accordance with Innospec’s instructions and for no other purpose whatsoever. Any surplus shall be afforded to Innospec and disposed of in accordance with Innospec’s instructions. Any damage is to such materials caused by poor or inefficient workmanship or practices or by any default of Supplier in storing and maintaining such materials shall be made good at Supplier’s expense. Replacements thereof shall be of equivalent quality and specification and shall not be used or substituted by Supplier’s prior approval.

10. Price and Payment
10.1 Unless otherwise stated, the Price shall be (a) inclusive of all charges (including, without limitation, packing, loading, carriage, insurance and delivery to the relevant Site) and any duties, levies or taxes (other than value added tax); and (b) fixed for the duration of the Contract.

10.2 If, in respect of Works, any part of the Price shall be calculated by reference to day work rates, then the number of staff to be utilised by Supplier shall be subject to prior written agreement with Innospec.

10.3 Supplier shall not be entitled to make any increases in the Price (whether on account of increased costs to Supplier in respect of materials, such as exchange rates or otherwise) and Innospec shall not be liable to make any extra payment to Supplier in respect thereof. If the contract has agreed in writing or such change has been set out in an Amendment Order.

10.4 Unless otherwise stated in the Order, Supplier shall be entitled to invoice Innospec on or at any time after Performance.

10.5 Each invoice shall be in the currency specified in the Order and include the: Order number; reference number of items; details of hours worked by Employees (in the case of Works) and a breakdown (if relevant) to calculate the Price; and all information required to be stated on a tax invoice for VAT or other tax purposes, together with such other information as may be required by Innospec.

10.6 Unless otherwise specified in the Order (and subject to acceptance of Items by Innospec), Innospec will pay Supplier undisputed amounts within 30 days following the end of the month in which Innospec received a valid invoice.

10.7 Without prejudice to any other remedy which it may have, Innospec reserves the right to set off any sums due to it from Supplier at any time (whether under the Contract or any other contract between Supplier and Innospec) against sums payable to Supplier by Innospec under the Contract.

10.8 Unless otherwise stated, payments under the Contract shall be made in the currency specified in the Order. Innospec shall be entitled to deduct from any payment all charges, duties or taxes if and to the extent required under any Laws.

10.9 Innospec and its representatives may, upon thirty (30) days prior written notice, at reasonable times during business hours, at its expense, examine the books and records of Supplier and of its relevant Subcontractors to the extent necessary to verify and audit the accuracy of any statement, charge or comptance made under or pursuant to these Terms or the Contract. However, no such examination may be more frequent than once each twelve (12) months, and no examination may cover any time periods that were the subject of any previous examination by Innospec. Suppliers that are acquired by such Supplier shall, if such examination reveals any clerical or mathematical inaccuracy in any billing or payment, the appropriate adjustment shall be made in the billing and/or payment. The scope of such audit shall be limited to the twenty-four (24) month period prior to the month in which such examinations commence. Supplier (and its relevant Subcontractors) shall, at no cost to Innospec, provide Innospec with: (a) copies of such documents, information and data which Innospec may require; (b) any copys of such documents, information and data which Innospec may require.

10.10 Supplier agrees to waive any right it may otherwise have to exercise a lien, to make a claim, or seek a judgement or award, against Goods at any time, and acknowledges that its sole right in the event of any failure by Innospec to pay for any Goods is to seek to recover such payment as a debt.

11. Defects, Breakdowns and Remedies
11.1 Without prejudice to any other remedy which Innospec may have (whether under these Terms or otherwise), if Items do not conform, or if Supplier fails to comply with any of these Terms, Innospec shall be entitled to one or more of the following remedies: (a) to rescind the Order (or part thereof); (b) to reject the relevant Goods or Works, in whole or in part, in which case Supplier shall, at Supplier’s expense, repair or replace the relevant Goods or Works, or supply replacement goods, works or documentation and carry out any other necessary work to ensure that the Order is fulfilled in accordance with these Terms; (c) to itself carry out, or to have carried out (in each case, at Supplier’s expense), any work necessary to make Goods and/or Works comply with the Contract; (d) to require Supplier to pay by way of compensation, in addition to costs and expenses which Innospec incurs as a result of Supplier’s breach of contract (including, without limitation, in respect of obtaining the relevant items from another supplier); (e) to require Supplier to pay the cost of any Performance which Supplier attempts to make, without any liability to Supplier in respect thereof.

11.2 Supplier shall promptly and properly undertake any maintenance or repairs which are to be undertaken by it pursuant to these Terms.

11.3 The provisions of these Terms which relate to Goods shall be deemed to apply (so far as is relevant) to any repairs to Goods which are undertaken, and to any replacement goods which are provided, by Supplier pursuant hereto.

12. Safety Obligations
12.1 Supplier acknowledges that hazardous operations are carried out on parts of Innospec’s premises. Supplier shall, in respect of any part of its Performance on the Site, adhere to (and ensure that Subcontractors and Employees adhere to): (a) all rules, regulations and procedures applicable at the Site (including, without limitation, health and safety, drug and alcohol, and the searching of persons); (b) all safety management plans (including Innospec’s security staff); and (b) the Laws. Such adherence shall not remove or diminish any of Supplier’s obligations under the Contract.

12.2 In the event that Innospec considers (in its sole opinion) that any such rules, regulations, procedures or instructions are not being complied with by Supplier or by any Subcontractor or Employee, Suppliers shall have the right to remove the relevant Subcontractors and Employees from Innospec’s premises and prohibit them from returning. Such action by Innospec shall be without liability to Supplier or Subcontractors and shall not remove or diminish any of Supplier’s obligations under the Contract.

12.3 Supplier shall be responsible for the management of operations and the execution of Works at the Site, including health and safety matters. Prior to the commencement of Works, Supplier shall provide to Innospec any Subcontractors’ safety management plans (or other relevant third parties).

12.4 The health and safety plan to be prepared by Supplier pursuant to clause 12.3 shall address (without limitation): (a) arrangements for fulfilling Supplier’s health and safety duties; (b) the approach to be adopted for managing health and safety in respect of Works; (c) the technical approach to be adopted by Supplier in the context of works with risks identified in the risk assessment undertaken by Supplier (which approach shall include, taking into account any changes to Health and safety legislation and implementing of the health and safety legislation, any changes to the Site, and any other arrangements for monitoring compliance with Laws relating to health and safety); and (e) mechanisms for effecting modifications to the health and safety plan as Works proceed, according to information received from Innospec and the experience of, and information received from, Employees engaged in the provision of Works.
12.5 Supplier shall provide Employees engaged in the provision of Works all necessary information to provide for health and safety, risks to and related issues.

12.6 Supplier shall ensure that only persons who are authorized by Innospec or Supplier as being required to be present by the nature of their duties have access to areas where Works are being performed. Notification of exclusion of all other persons shall be undertaken by Supplier in the form of signs and/or barriers, or other further reasonable security measures. Consideration shall be given at all times for necessary ingress and egress and access for emergencies.

12.7 Without prejudice to the other Terms herein, Employees engaged in the provision of Services shall be instructed by Supplier at all times, notwithstanding any supervision or checks which Innospec or its representatives may undertake from time to time.

12.9 Goods supplied or installed under the Contract shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health. Orders shall be supplied with full instructions for their proper use, maintenance and repair, and with any necessary warning notices clearly displayed.

12.10 Prior to any delivery of Goods and any use by any Supplier of any equipment or materials on the Site, Supplier shall furnish Innospec with a full and accurate written list (by name and description) of any harmful/potentially harmful properties, components or ingredients in Goods, equipment and materials. Supplier warrants the accuracy of such list, and shall be liable for any losses, claims and costs (including, without limitation, incidental or consequential changes thereto). Supplier further acknowledges that Innospec is entitled to rely on such information in order to satisfy its own obligations whether in contract or under the Laws. Supplier agrees to indemnify, indemnify and hold harmless Innospec, its directors, managers, employees or invitees from and against all claims, demands, and causes of action of every kind and character arising from any failure to accurately list or any failure to maintain the accuracy of the list described above.

13.1 Supplier shall maintain detailed quality control and manufacturing records in respect of Goods for a period of 5 years from the Completion Date.

13.3 Innospec shall be entitled to terminate the Contract immediately if Supplier breaches any of these Terms (including, without limitation, in relation to clause 12.10.6 (b)); (i) any act or omission (including negligence or breach of statutory duty) of Supplier; or (ii) any breach by Supplier of its obligations under the Contract (or any part thereof) without Innospec’s prior written consent. Innospec shall be entitled to terminate the Contract immediately if Supplier breaches any of these Terms (including, without limitation, in relation to clause 12.10.6 (b)); (i) any act or omission (including negligence or breach of statutory duty) of Supplier; or (ii) any breach by Supplier of its obligations under the Contract (or any part thereof) without Innospec’s prior written consent.

15.4 Innospec shall be entitled at any time to terminate the Contract immediately on written notice to Supplier if (a) Supplier breaches any of these Terms (regardless of the nature, type, materiality or duration of any breach); (b) any distress, execution or other legal process is levied upon any of the assets of Supplier, or if Supplier goes bankrupt or insolvent, or has a receiving order made against it, or compounds with its creditors, or a receiver or manager is appointed by or on behalf of Supplier (other than a member’s voluntary winding up for the purposes of reconstruction without insolvency); or if a receiver and manager, receiver, administrative receiver or administrator is appointed in respect of Supplier’s business, or any part of it; (c) Supplier ceases or threatens to cease to carry on its business; (d) anything analogous to the events referred to in clause 15.4(b) or 15.4(c) occurs in any jurisdiction; (e) Supplier causes or threatens to cause to cease on its business; (f) the financial position of Supplier deteriorates to such an extent that in Innospec’s opinion Supplier’s capability to adequately fulfill its obligations under the Contract has been placed into jeopardy; (g) there is a change in control of Supplier after the date of the Order; or (h) Innospec reasonably anticipates that any of the events mentioned above is likely to occur.

15.5 Any termination of the Contract (howsoever arising) is without prejudice to the rights and obligations of Innospec and Supplier under the Contract which accrued prior to the date of such termination. The provisions of this clause 15 (and in particular, clauses 6.5, 6.7, 6.10, 10.10, 11.1, 12.13, 13.1, 13.2, 14.2, 15.2, 15.3, 15.6 and 16) will continue to be enforceable notwithstanding any such termination, and any sums owed to Innospec by Supplier, Supplier shall pay such sums without any deduction or set-off within 30 days of the date of such termination.

19.1 If any one or more of the provisions contained in these Terms shall be held, for any reason, to be invalid, void, illegal or unenforceable in any respect, such invalidity, voidness, illegality or unenforceability shall not affect the remainder of these Terms nor shall these Terms become unaffected and shall be construed as if such invalid, void, illegal or unenforceable provision had never been contained therein.

19.2 No waiver by either party of any one or more defaults by the other in the performance of any of the provisions of this Contract shall operate or be construed as a waiver of any other default or defaults, whether of a like or of a different character, nor shall any failure to enforce any provision hereof in any manner or extent affect the right of either party to later enforce such provision, or waive any right hereunder.

19.3 All aspects of the Contract (including, without limitation, its formation, validity, performance and construction) are subject to all present and future valid orders, rules and regulations of any federal, state or any other governmental body having or affecting jurisdiction. FURTHER, ANY REFERENCE TO RELATING TO OR ARISING OUT OF THIS CONTRACT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT REGARD TO ANY CONFLICT OF LAWS RULE OR PRINCIPLE WHICH MIGHT REQUIRE REFERENCE TO OR APPLICATION OF THE LAWS OF THE JURISDICTION IN WHICH THE GOODS, SERVICES, OR INTERNATIONAL SALES OF GOODS (Vienna 1980) shall not apply. Innospec and Supplier hereby irrevocably submit to the jurisdiction of the state and federal courts located in Raleigh, North Carolina (the decision of which shall be binding upon them).
19.4 (1) Supplier represents that it complies with all applicable laws and regulations, including eradication of slavery, human trafficking, and forced, indentured, involuntary or compulsory labour in any part of its business or in any of its supply chains, as well as any related transparency and/or disclosure requirements, and requires its suppliers, including labour brokers and agencies, to do the same; (2) Supplier represents that its supply chain and materials incorporated into its products comply with national and international laws prohibiting slavery and human trafficking; and (3) Supplier agrees to treat workers with dignity and respect, provide them with a safe work environment, conduct business in compliance with applicable environmental, labour and employment laws and laws relating to slavery and human trafficking, and refrain from corrupt practices and engaging in human rights violations.