

TERMS AND CONDITIONS OF PURCHASE

This order is placed and subject to the application of the General Terms and Conditions of Purchase appearing on the reverse side of this order (and also published at www.sunchemical.com) (“GTC’s”). The GTC’s apply to all agreements for purchases of goods and/or services concluded or to be concluded by DIC Group with you as well as all agreements and/or obligations arising from or connected therewith. Any departure from or addition to the GTC’s shall only be valid on the condition and to the extent expressly agreed in writing between DIC Group and you. The application of any of your terms of business (including without limit your General Terms and Conditions of Sale) - even in addition to the GTC’s - is hereby expressly excluded. The United Nations Convention on Contracts for the International Sale of Goods, 1980, does not apply to any agreements concluded or to be concluded by DIC Group with you.

1. INTERPRETATION

Definitions

“**Buyer**”: the legal entity from the DIC Group of companies which sent the Purchase Order to Seller.

“**Conditions**”: these purchase conditions.

“**Contract**”: the Purchase Order and its acceptance by Seller.

“**DIC Group**”: means any legal entity, directly or indirectly, owned by, controlled by or under common control with DIC Corporation, having its registered address at 35-38 Sakashita 3-Chome, Itabashi-ku, Tokyo 174-8520, Japan, including its affiliates, subsidiaries, successors and assigns.

“**Goods**”: any goods agreed in the Contract to be bought by Buyer from Seller. Intellectual Property Rights includes copyright, design rights and any other form of rights over intellectual property.

“**Purchase Order**”: Buyer’s written instruction to supply the Goods, incorporating these Conditions.

“**Price**”: the price of the Goods.

“**Seller**”: the person or firm accepting the Purchase Order. Buyer’s rights under these Conditions are in addition to the statutory conditions implied in its favour by the Sale of Goods Act 1979.

2. CONDITIONS OF PURCHASE

These Conditions shall govern the Contract and apply to all Buyer’s purchases of the Goods.

3. QUALITY AND DEFECTS

- 3.1. The Goods shall be the best available design, quality, material and workmanship, fit for purpose and without fault and conform in all respects to the Purchase Order and as specified in any applicable specification supplied or advised by Buyer to Seller.
- 3.2. Buyer shall have the right to inspect the Goods and any inspection shall not affect Seller’s obligations under the Contract.

- 3.3. Before delivery of the Goods, Seller shall inspect and test them to ensure that they accord with the terms in the Purchase Order. If Buyer requests, Seller shall supply a copy of the relevant documentation. At the end of inspection and testing, Seller shall certify that the Goods have been produced in accordance with such specification.
- 3.4. Seller shall not unreasonably refuse any request by Buyer to inspect and test the Goods at any time before despatch.
- 3.5. Seller shall remain fully responsible for the Goods and any inspection or testing shall not affect Seller’s obligations under the Contract.
- 3.6. Goods shall be marked in conformity with all applicable requirements and in the English language, unless otherwise specified.

4. INDEMNITY

Seller shall keep Buyer fully indemnified against all direct, indirect or consequential liabilities whatsoever awarded against or paid by Buyer as a result of or in connection with: (a) breach of Condition 3; (b) an actual or alleged infringement of any Intellectual Property Rights Caused by the use, manufacture, resale, importation or supply of the Goods; (c) any claim made against Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by Buyer’s employees or agents or by any customer or third party to the extent that the same was caused by, relates to or arises from the Goods as a consequence of any breach or negligent performance or failure or delay in performance of the Contract by Seller; and (d) any act or omission of Seller or its employees, agents or sub-contractors in supplying, delivering and installing or otherwise in respect of the Goods;

5. DELIVERY

- 5.1. Goods shall be delivered, carriage paid, to Buyer’s place of business or otherwise as agreed by Buyer in the Purchase Order. Seller shall off-load the Goods at its own risk as directed by Buyer.
- 5.2. The date for delivery shall be specified in the Purchase Order. Time for delivery shall be of the essence.
- 5.3. Seller shall ensure that each delivery is accompanied by a delivery note showing Purchase Order number, date of Purchase Order, number of packages and contents, Buyer’s part number if shown on the Purchase Order and, if part delivery, the balance remaining to be delivered.
- 5.4. If Buyer agrees in writing to accept delivery by instalments, the Contract shall be construed as a single contract in respect of each instalment but failure by Seller to deliver any instalment shall entitle Buyer at its option to treat the whole Contract as repudiated.
- 5.5. Buyer shall not be deemed to have accepted the Goods until it has had seven days to inspect them following delivery.

6. RISK/PROPERTY

Risk and title in Goods shall remain with Seller until delivery (in accordance with Condition 5) to Buyer is complete, when ownership and risk shall pass to Buyer.

7. PRICE AND PAYMENT

- 7.1. The price of the Goods shall be stated in the Purchase Order and unless otherwise agreed in writing by Buyer shall be:
(a) exclusive of any applicable Value Added Tax; and (b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of Goods to the delivery address and all duties, other than Value Added Tax.
- 7.2. Seller may invoice Buyer on or after delivery of the Goods to Buyer. Each invoice shall quote the Purchase Order number.
- 7.3. Unless otherwise stated in the Purchase Order Buyer shall pay the Price of the Goods within 90 days after the end of the month of receipt by Buyer of a proper invoice or, if later, after acceptance of the Goods by Buyer. Time for payment shall not be of the essence of the Contract.
- 7.4. Without prejudice to any other right or remedy, Buyer reserves the right to set off any amount owing at any time from Seller against any amount payable to Seller under the Contract.

8. CONFIDENTIALITY

Seller shall keep confidential all information which has been disclosed to Seller by Buyer or its agents.

9. HAZARDOUS GOODS

- 9.1. Hazardous materials and all relevant documents must be marked by Seller with international danger symbols displaying the name of the Goods in English and identifying any hazardous content in English.
- 9.2. Seller shall package and label the Goods in accordance with relevant laws.
- 9.3. All information held by or reasonably available to Seller regarding any potential hazards known believed to exist in respect of the Goods shall be promptly communicated to Buyer.

10. TERMINATION

- 10.1. Buyer may at any time and for any reason terminate the Contract in whole or in part by giving Seller written notice whereupon all work on the Contract shall be discontinued. Buyer shall pay to Seller fair and reasonable compensation for work-in-progress at the time of termination. Such compensation shall not include loss of anticipated profits or any consequential loss.
- 10.2. Buyer may at any time give notice in writing to Seller to terminate the Contract at once if: (a) Seller commits a material breach of any of the terms and conditions of the Contract; or (b) any proceedings are started or any action is taken which is likely to lead to the bankruptcy or insolvency of the Seller; or (c) it ceases or threatens to cease to carry on its business; or (d) its financial position deteriorates to such an extent that in the opinion of Buyer its ability to fulfil its obligations under the Contract is jeopardised.
- 10.3. Termination of the Contract shall be without prejudice to the rights and duties of Buyer accrued prior to termination.

11. REMEDIES

Without prejudice to any other right or remedy of Buyer, if any Goods are not supplied in accordance with, or Seller

fails to comply with, any of the terms of the Contract, Buyer may, whether or not it has accepted any part of the Goods: (a) rescind the Purchase Order; (b) reject and return the Goods (in whole or in part) to Seller at the risk and cost of Seller on the basis that a full refund for the returned Goods shall be paid at once by Seller; (c) may give Seller the opportunity at Seller's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out all necessary work to ensure the terms of the Contract are fulfilled; (d) refuse to accept further deliveries of Goods but without any liability to Seller; (e) carry out at Seller's expense any work necessary to make the Goods comply with the Contract; and (f) claim such damages sustained in consequence of Seller's breach of the Contract.

12. ASSIGNMENT

Seller may not assign all or part of the Contract without prior written consent of Buyer.

13. GENERAL

- 13.1. If any provision of the Contract is found by any court to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to such extent be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 13.2. Failure or delay by Buyer in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 13.3. Any waiver by Buyer of any breach of, or any default under, any provision of the Contract by Seller shall not be deemed a waiver of any subsequent breach or default and shall not affect the other terms of the Contract.
- 13.4. The parties to the Contract do not intend that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any other person.
- 13.5. A notice required or permitted to be given under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may have been notified under this provision to the party giving the notice.
- 13.6. The construction, validity and performance of the Contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, 1980, but shall exclusively be governed by the law of England and Wales for domestic sales of goods. The parties submit to the exclusive jurisdiction of the London courts.