



SUMITOMO CHEMICAL (U.K.) PLC

Hythe House, 200 Shepherds Bush Road, London, W6 7NL, UNITED KINGDOM

Incorporated in England - Registration no. 2217066

TERMS AND CONDITIONS OF SALE

Sumitomo Chemical (UK) Plc

These terms and conditions (the "**Conditions**") are the terms under which Sumitomo Chemical (UK) Plc ("**SCUK**") sells Goods, and they supersede all other terms and conditions relating to the subject matter of these Conditions. In these Conditions (i) "**Buyer**", means the natural person or legal entity to whom the Goods are sold by SCUK; (ii) "**Goods**" refer to the goods sold by SCUK to the Buyer; and (iii) a "**party**" is either SCUK or the Buyer (as the case may be), and the "**parties**" are SCUK and the Buyer.

These Conditions shall be incorporated in any agreement from time to time entered into between SCUK and the Buyer for the sale of any Goods by SCUK to the Buyer. The conditions shall apply in place of, and prevail over, any terms or conditions contained or referred to in the Buyer's order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing unless specifically agreed to in writing by SCUK and any purported provisions to the contrary are automatically excluded or extinguished.

1. PRICE AND PAYMENT

- a. The price of the Goods (the "**Price**") shall be exclusive of VAT (and any analogous sales tax), carriage, freight, postage or insurance costs (each, if applicable). The Price for the Goods shall be the price as stated on the list maintained by SCUK detailing prices of the Goods, as amended by SCUK from time to time, or such other price as the parties may agree in writing.
- b. Any reference to trade terms in this Conditions or any invoice shall be construed as referring to Incoterms® 2020.
- c. Payment of the Price shall be made by the Buyer to SCUK within **30 days** of the date of invoice except as otherwise agreed in writing by both parties. All payments shall be made without any deduction, netting, setting off or deferment in respect of any disputes or claims whatsoever or in respect of any taxes imposed by or under the authority of any government or public authority. Time for payment shall be of the essence.
- d. Payment shall be made in the currency stated on the relevant invoice.
- e. If the Buyer fails to pay SCUK in full on the due date SCUK may suspend or cancel future deliveries or cancel any discount offered to the Buyer or any of the foregoing.
- f. Regardless of whether SCUK exercise its rights in the preceding **clause 1e**, the Buyer shall pay SCUK interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998 calculated (on a daily basis) from the date of SCUK's invoice until payment, compounded on the first day of each month, and before and after any judgment (unless a court orders otherwise). SCUK may also claim fixed sum compensation from the Buyer under s.5A of the Commercial Debts (Interest) Act 1998 to cover SCUK's credit control overhead costs, and it may also recover the cost of taking legal action connected to or arising from said payment. If the Buyer has an approved credit account, SCUK may also withdraw it or reduce the credit limit or bring forward the due date for payment.
- g. SCUK may take any of those actions in the preceding **clause 1f** at any time and without notice.
- h. For as long as the Buyer owes money to SCUK, SCUK has a lien on any of its property in the Buyer's possession.
- i. The Buyer shall indemnify SCUK in full and hold SCUK harmless from all expenses and liabilities SCUK may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by the Buyer of any of its obligations under these Conditions.
- j. Any quotation by SCUK lapses after 30 days unless otherwise stated. Any price quoted excludes delivery, unless otherwise stated.
- k. Rates of tax and duties on the Goods are those applying at the time of delivery.
- l. At any time before delivery SCUK may adjust the price to reflect any increase in SCUK's costs of supplying the Goods.

2. GOODS

- a. All Goods shall conform to the sales specification as provided by SCUK to the Buyer upon request.
- b. Any order for Goods sent by the Buyer in its purchase order form ("**Purchase Order**") to SCUK shall be deemed to be accepted once confirmed in writing by SCUK and is subject to the Conditions contained herein.
- c. Each order for Goods accepted by SCUK shall be deemed to be an individual, independent, legally binding contract between the parties.
- d. It is the Buyer's sole responsibility to ascertain whether the Goods require any special permission or authorisation to be purchased, manufactured, processed, reprocessed, marketed, advertised, stored, transported, disposed or sold (each, an "**Action**") in the relevant territory where the Buyer performs or requests SCUK or a third party to perform any Action in relation to the Goods on its behalf, and where permission or authorisation is so required, to obtain it.

3. DELIVERY

- a. SCUK shall deliver the Goods to the Buyer at the address specified by the Buyer in the Purchase Order.
- b. Except if expressly agreed in writing by SCUK in advance, time shall not be of the essence for delivery.
- c. All delivery times quoted are estimates only.
- d. If SCUK fails to deliver the Goods within a reasonable time, the Buyer may (by informing SCUK in writing) cancel the order; however, the Buyer may not cancel if SCUK receives the Buyer's notice after the Goods have been dispatched. If the Buyer cancels the order, the Buyer shall not have any further claim against SCUK under any contract, statute, or tort on any grounds, include (but not limited to) indirect or consequential loss, or increase in the price of the Goods.
- e. Where the Buyer accepts delivery of the Goods after the estimated delivery time, the Buyer shall have no claim against SCUK for delay (including indirect or consequential loss, or increase in the price of the Goods).
- f. The Buyer shall be deemed to have accepted the Goods upon their delivery.
- g. The Goods are at the Buyer's risk from the time of delivery.
- h. All risk in the Goods shall pass to the Buyer upon delivery.
- i. SCUK (or SCUK's agents) may decline to deliver the Goods if (i) it believes that it would be unsafe, unlawful or unreasonably difficult to do so; (ii) the premises (or the access to them) are unsuitable for the contracted vehicle; or (iii) SCUK has reasonable grounds to believe that the Buyer has already breached or is likely to breach these Conditions.
- j. SCUK shall have no liability in respect of any failure or delay in fulfilling any of SCUK's obligations to the extent that fulfilment is prevented, frustrated, impeded and/or delayed or rendered uneconomic as a consequence of any cyberattack, power failure, pandemic, epidemic, fire, flood, earthquake, or other natural disaster, strike, blockade,

sabotage, civil unrest, civil war, national or international sanctions, war, act of god, industrial dispute or other circumstances, event beyond SCUK's sole reasonable control, or any event that could otherwise be reasonably classed as force majeure.

- k. If SCUK is unable to deliver the Goods for reasons outside of its control, SCUK shall be entitled, at the Buyer's expense, to place the Goods in storage until such time as the Goods may be delivered.
- l. Where the goods are to be sent by SCUK to the Buyer by a route including sea transport, SCUK is under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.

4. DAMAGED GOODS

- a. The Buyer shall inspect all Goods on delivery.
- b. If any Goods are damaged (or not delivered), the Buyer must inform SCUK, in writing, within 72 hours of delivery.
- c. The Buyer shall grant access to the Goods and assist SCUK (and any carrier) with the inspect the purportedly damaged Goods.
- d. Where the Buyer and SCUK agree that the Goods were damaged for reasons other than the action or omission of the Buyer, the Buyer shall be entitled to replacement Goods, free of charge, upon the following conditions:
 - i. the Buyer complied with the notification requirement in **clause 4b**;
 - ii. the notice requesting the replacement being received by SCUK within 60 days of delivery;
 - iii. the defect not having arisen from the Buyer's failure to comply with SCUK's instructions (written or otherwise) relating to the Goods; and
 - iv. the Buyer at all times, handled and stored the Goods accordingly to reasonable and widely accepted industry practices.

5. RETENTION OF TITLE

- a. Notwithstanding delivery, title in the Goods shall not pass to the Buyer until SCUK has been paid in full for the Goods. Nothing in these Conditions shall prevent SCUK from raising an action against the Buyer for payment of the Goods.
- b. Without prejudice to any other rights, SCUK may recover and resell any or all of the Goods supplied to the Buyer upon demand at any time before title has passed to the Buyer. The Buyer undertakes to give access to its premises and the Goods to enable SCUK to retake possession of the Goods.
- c. If the Buyer resells any Goods in its possession whilst title in the Goods has not passed to it, the proceeds of such resale (the "**Resale Proceeds**") shall belong to SCUK until the Buyer has made full payment for all the Goods and until such time the Resale Proceeds shall be held by the Buyer as a trustee to the exclusive benefit of SCUK and shall be kept in a separate account. without prejudice to SCUK's rights to trace the same if the Buyer fails to keep such proceeds separate.
- d. Until the Buyer has paid for the Goods in full and title has been passed to the Buyer, the Buyer shall maintain the Goods separated from all other goods the Buyer may store, fully insured to the benefit of SCUK, and clearly labelled as belonging to SCUK.
- e. Should the Buyer mix the Goods with other products in such a way that the Goods are not a readily identifiable and removable part of the resultant new products (the "**New Products**"), the ownership of the New Products shall automatically vest in SCUK and the provisions of this **clause 5** shall also apply to the New Products as though the word "*Goods*" were replaced by the words "*New Products*" in in this **clause 5**.
- f. If payments received from the Buyer are not stated to have referred to a particular invoice, SCUK may appropriate such payments to any outstanding invoice notwithstanding any purported appropriation by the Buyer to the contrary.
- g. If the Buyer's right to use and sell the goods ends the Buyer must allow SCUK or its agents to remove the Goods from the Buyer's premises or where they have been stored.
- h. Despite SCUK's retention of title to the Goods, SCUK retains the right to take legal proceedings to recover the price of Goods supplied should the Buyer not pay SCUK by the due date.

6. INSOLVENCY

- a. The Buyer must inform SCUK, in writing, immediately, if it or any of its holding companies or subsidiaries (each, a "**Relevant Entity**") becomes insolvent, if insolvency proceedings are initiated against any of the Relevant Entity (including, but not limited to, administration, scheme of arrangement, receivership and liquidation), or enter into or takes preparatory steps to enter into any voluntary arrangement with its creditors (including, but not limited to, moratorium) or bankruptcy (each, a "**Relevant Insolvency Action**") or makes an application or proposal for any Relevant Insolvency Action.
- b. Where a Relevant Insolvency Action takes place, is applied for or proposed, or is reasonably suspected by SCUK to be about to take place, then, without prejudice to any other right or remedy available to SCUK, SCUK shall be entitled to cancel any agreement with the Buyer and/or suspend any further deliveries without any liability to SCUK, and if the Goods have not been paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. The Buyer shall cease to have any right to use, resell or otherwise dispose of the Goods.
- c. SCUK, at its sole discretion, may treat the Buyer as insolvent if it is unable to pay its debts as they fall due; or takes any of the actions in **clause 6a**.
- d. Any application, procedure or proposal overseas with similar effect or purpose as those in clause 6a shall automatically be deemed a Relevant Insolvency Action.

7. WARRANTY AND LIMITATION OF LIABILITY

- a. SCUK warrants that the Goods comply with their description as informed by SCUK in the relevant certificate of analysis and are free from material defect at the time of delivery.
- b. SCUK gives no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the Goods or their fitness for any purpose.
- c. SCUK is not liable for any loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use, even if it is negligent.
- d. SCUK's total liability to the Buyer for damage to property directly caused by SCUK's gross negligence, wilful breach of these Conditions or illegal act is limited to £500,000 per occurrence up to an aggregate of £1,000,000 per calendar year (commencing 1 January and ending at midnight of 31 December of any given year). For all other liabilities not referred to elsewhere in these Conditions SCUK's liability is limited in damages to the price of the Goods.
- e. All marketing and other promotional materials of SCUK are to be treated as illustrative only. Their contents form no part of any contract between the parties and the Buyer shall not rely on them in entering prior to or after placing a Purchase Order.

- f. The Buyer shall not be entitled to rely or seek to rely on any representation, statement or warranty concerning the Goods and in particular, but without limitation, on any representation, statement or warranty concerning the performance or fitness for purpose of the Goods as are made by an employee of SCUK prior to or after the placing of a Purchase Order, nor shall SCUK be liable to the Buyer for any loss or damage incurred or suffered by such reliance unless such representation, statement or warranty is specifically made a term on the contract in writing by a person duly authorised by SCUK
 - g. The Buyer acknowledges that certain materials and chemicals sold by SCUK are likely to be hazardous, in particular (but not solely) in certain conditions or if handled without due care. The Buyer undertakes that only qualified and trained persons shall handle any of the Goods. The Buyer undertakes that the Buyer and the Buyer's employees or agents shall comply with all such warnings and instructions as may be issued by SCUK in relation to the Goods. The Buyer warrants that it and its employees and agents who will manage, manipulate, transport, store, inspect, manufacture or otherwise be in direct or indirect contact with the Goods are suitably qualified to do so and properly informed of the hazards posed by the Goods.
 - h. To the maximum extent applicable, SCUK shall not be liable for death or personal injury arising from the use of the Goods delivered in the territory of another State (within the meaning of s.26 (3) (b) Unfair Contract Terms Act 1977).
- 8. NATURE OF THE RELATIONSHIP AND RIGHT OF THIRD PARTIES**
- a. The nature of the relationship between SCUK and the Buyer is that of a product supplier. The Buyer is not SCUK's agent. The Buyer has no authority to represent SCUK (nor any SCUK affiliate) or make any contract on SCUK's behalf or in its name.
 - b. No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller under these Conditions.
- 9. DATA PROTECTION**
- a. Each party shall comply with all applicable laws and regulations from time to time relating to privacy or the use or processing of personal data including, but not limited to, the Data Protection Act 2018, the GDPR (and any legislation transposing the provision of the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") or broadly similar provisions into English law), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any guidance or codes of practice issued by the Information Commissioner from time to time (all as amended, extended, re-enacted or replaced from time to time) ("**DP Legislation**").
 - b. Each party shall, in particular: process any personal data (as defined in the DP Legislation) received from each other only to the extent, and in such manner, as is necessary for the purposes of complying with the data recipient's obligations under these Conditions and in accordance with the data owner's instructions; take appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by such processing, in particular from unlawful or unauthorised processing, accidental loss, destruction, damage, alteration, disclosure of or access to such personal data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the likelihood and severity of risk in relation to the rights and freedoms of the data subjects; ensure that any employees or other persons the data recipient authorise to process the personal data on its behalf are subject to appropriate obligations of confidentiality and process the personal data in accordance with the data controller's instructions; treat such personal data as confidential information; not process or transfer such personal data outside the EEA without the data controller's prior written consent; not engage any third party to carry out processing obligations under these Conditions without obtaining the data controller's prior written consent and, where such consent is given, procuring by way of a written contract that such third party will, at all times during the engagement, be subject to data processing obligations equivalent to those set out in this clause; notify the data controller, as soon as reasonably practicable, about any request or complaint received from data subjects without responding to that request (unless authorised to do so by the data controller) and assist the data controller by technical and organisational measures, insofar as possible, for the fulfilment of the data controller's obligations in respect of such requests and complaints; on the data controller's request and taking into account the nature of the processing and the information available to the data recipient, assist the data controller in ensuring compliance with its obligations under arts. 32 to 36 of the GDPR (where applicable); on request by the data controller, make available all reasonable information necessary to demonstrate its compliance with these obligations and otherwise permit, and contribute to, audits carried out by the data controller; and promptly delete or destroy all personal data and delete all existing copies of such personal data (in each case unless otherwise agreed in writing by the data controller), as soon as reasonably possible.
- 10. IMPORT AND EXPORT CONTROLS**
- a. The Buyer shall comply with all laws and regulations concerning the import, export, reimport or re-export of goods, software or technology (or their direct product) ("**Export Regulations**") and economic sanctions programmes.
 - b. The Buyer is responsible for obtaining, at its own cost, such import and/or export licences and other consents in relation to the provision of the Goods as are required from time to time and shall make the same available to SCUK immediately on request.
 - c. The Buyer shall indemnify SCUK and keep SCUK fully and effectively indemnified against any liability, loss, damage, claims, costs or expense of any kind suffered or incurred by SCUK as a result of, or in connection with, any failure by the Buyer, its employees, agents or subcontractors to comply with any applicable Export Regulations and economic sanctions programmes or any part of this **clause 10**.
- 11. CONFIDENTIALITY**
- a. Each party shall keep confidential all information of a secret or confidential nature (including technical or commercial know-how, specifications, inventions or processes or information concerning SCUK's business, products or services) disclosed to it by the other party, representatives of or of which the receiving party becomes aware, and the receiving party shall restrict disclosure of such confidential information to those of its group affiliates officers or employees who need to know it for the purpose of this commercial transaction or monitoring, and shall ensure that each such affiliate, officer or employee is bound by obligations of confidentiality at least as onerous as those in this **clause 11**.
 - b. If the Buyer and SCUK enter into a separate confidentiality agreement, the provisions of that agreement shall also apply to protect the parties' confidential information and shall supersede the conditions in these Conditions in the case of any conflict.
 - c. Each party may disclose such of the other party's confidential information as is strictly required to be disclosed by law, any relevant governmental or regulatory authority or by a court of competent jurisdiction and that party may, where strictly necessary, disclose the other party's confidential information to any of its representatives at any time provided

that they are bound by confidentiality obligations not less stringent than those imposed in this **clause 11**. This clause shall survive the expiry or termination of any commercial relationship between the parties for a period of 5 years.

12. ETHICAL STANDARDS

- a. Each party shall hold itself and its affiliates to the highest performance, ethical and compliance standards, including (i) basic human rights, (ii) not engaging in any activity, practice or conduct which would constitute an offence under anti-slavery legislation in the United Kingdom (in particular the UK Modern Slavery Act 2015) or the U.S. (in particular the California Transparency in Supply Chains Act of 2010), (iii) encouraging fair and equal treatment for all persons, including paying fair wages, (iv) the provision of safe and healthy working conditions, (v) respect for the environment, (vi) the adoption of appropriate management systems and (vii) the conduct of business in an ethical manner.
- b. Each party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption. Each party shall not offer, pay, promise to pay, or authorise the giving of any financial or other benefit to any person for the purpose of obtaining an improper advantage, or otherwise conduct itself in a manner contrary to the UK Bribery Act 2010 or any other applicable anti-bribery law. Each party shall promptly report to the other party any request or demand for any undue or suspicious financial or other advantage of any kind received by it in connection with the sales contemplated under these Conditions.
- c. Each party warrants that it has and will continue to have monitoring, financial recordkeeping and reporting systems in compliance with, and each party shall strictly observe the requirements of, the UK Proceeds of Crime Act 2002, the Terrorism Act 2000, the Fraud Act 2006, the US Patriot Act, and the applicable anti-money laundering statutes of jurisdictions where it (and its affiliates) conduct business, and that it strictly observes the rules and regulations (and any related or similar rules, regulations or guidelines), issued, administered or enforced by any governmental agency thereunder (together, the "**AML Legislation**"), and that no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving that party (or any of its affiliates) with respect to the AML Legislation is pending or, to the best knowledge of the party, threatened.

13. WAIVERS AND VARIATIONS

- a. Any waiver or variation of these terms is binding in honour only unless if (i) made (or recorded) in writing, (ii) signed by duly authorized representatives on behalf of each party, and (iii) expressly stating an intention to vary these terms.
- b. All orders placed by the Buyer with SCUUK shall be pursuant to these Conditions (or any that SCUUK may issue to replace them). By placing an order with SCUUK, the Buyer expressly waives any printed terms the Buyer may have to the extent that they are inconsistent with SCUUK's terms, even where the Buyer's terms are sent to SCUUK after receiving these Conditions, including (but not limited to) where they are printed in the Buyer's Purchase Order.

14. GOVERNING LAW AND JURISDICTION

Each party irrevocably accepts that these Conditions are governed exclusively by English law. Each party irrevocably accepts the exclusive jurisdiction of the courts of England and Wales to resolve any dispute arising from or connected to these Conditions or the commercial transaction contemplated by it. Notwithstanding the above, the Buyer recognizes that financial damages might not be sufficient to cover SCUUK's rights and accepts that SCUUK may seek court injunction or any other equivalent order in any relevant jurisdiction.