

Standard Terms and Conditions of Purchase for Synthomer USA LLC (“T&Cs”)

These T&Cs, together with any written order (“Order”) placed by Synthomer USA LLC, a Delaware Limited Liability Company (“Buyer”) form the agreement (“Contract”) between Buyer and you (“Seller”) providing the goods (“Goods”) and/or services (“Services”) as set out in the Order, together with any related documents and materials in any form or media developed by Seller (“Deliverables”).

1. Basis of contract

- 1.1. The Order constitutes Buyer’s offer to Seller to purchase the Goods and/or Services and upon its acceptance by Seller the Contract shall be formed. Acceptance by Seller shall be deemed to occur on the earlier of Seller issuing a written acknowledgement of the Order or Seller doing an act consistent with fulfilling the Order. Any acceptance by Seller of an Order is expressly limited to the Order terms and conditions. Buyer objects to and rejects any additional or inconsistent terms and conditions offered by Seller at any time and irrespective of (i) Buyer’s acceptance of or payment for Seller’s goods and services, (ii) any purchase order confirmation, invoice, acknowledgement, or acceptance issued by Seller, or (iii) any other conduct by Buyer. Any terms whatsoever that may be proposed by Seller in accepting Buyer’s Order (including any terms which Seller purports to apply in conjunction with an acknowledgement or confirmation of the Order, a quotation, a specification, a delivery note, invoice or similar document) shall be void and of no effect unless expressly agreed by Buyer in writing.
- 1.2. In the event of any inconsistency or conflict between these T&Cs and the Order, the terms of the Order will prevail.

2. Delivery

- 2.1. All Goods are delivered on a Delivered Duty Paid basis (“DDP” as defined in INCOTERMS® 2020), to the delivery address specified in the Order and on the Delivery Date during Buyer’s normal hours of business or as instructed by Buyer. In this Contract, “Delivery Date” means the date(s) and/or times/timescales for delivery of the Goods and/or performance of the Services set out in the Order or as agreed in writing by the parties.
- 2.2. The Goods will be delivered by Seller properly packed and secured in such a manner as to reach their destination in good condition.
- 2.3. Buyer will have no obligation to pay for or return packing cases, skids, pallets, drums, tanks, IBCs or other articles used for packing the Goods whether or not re-usable.
- 2.4. Time will be of the essence with regard to the Delivery Date. If Seller is unable to meet the Delivery Date, Seller must notify Buyer immediately in writing, stating the reason(s) for and the expected duration of the delay.
- 2.5. All Goods must be accompanied by an advice note stating Buyer’s Order number and giving full particulars of the Goods supplied (including all operation and safety instructions, warning notices and other information as may be necessary for their proper and safe use, maintenance and repair) except when such Goods are sent directly to a third party in which case the advice note sent with the Goods should not show Seller’s name or any pricing information. A copy of the advice note must be sent to Buyer on the day upon which the Goods are delivered at the latest.
- 2.6. Seller will not deliver the Goods by separate instalments or perform the Services in stages unless agreed in writing by Buyer. If Buyer does so agree, the Contract will be construed as a separate Contract in respect of each instalment or stage and Buyer will have the right, at its discretion, to:
 - 2.6.1. treat all the Contracts for the total Order as repudiated if Seller fails to deliver or perform any instalment or stage; and
 - 2.6.2. reject any or all of the instalments for the total Order if Buyer is entitled to reject any one instalment.
- 2.7. If Seller delivers more or less than the quantity of Goods ordered, and Buyer accepts such delivery (which it will not be obliged to do), a pro rata adjustment will be made to the invoice for the Goods to reflect the quantity of the Goods actually delivered and any related demurrage or waiting charges.
- 2.8. If for any reason Buyer is unable to accept delivery of the Goods at the time when the Goods are due and ready to be delivered in accordance with Condition 2 Seller will store the Goods, safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery. Buyer will reimburse Seller for all related reasonable costs and expenses, except to the extent that such failure or delay is caused by Seller’s failure to comply with its obligations under the Contract.
- 2.9. Title and risk of loss in the Goods shall pass to Buyer on completion of delivery.

3. Price and Payment

- 3.1. The price for the Goods and/or Services as set out in the Order (“Price”) is:
 - 3.1.1. exclusive of all applicable sales tax; and
 - 3.1.2. inclusive of all charges for shipping, carriage, insurance and delivery of the Goods and/or Deliverables and/or performance of the Services and any duties, imposts or levies other than sales tax.
- 3.2. Payment will be made by Buyer in the currency specified in the Order and against a valid and correctly rendered sales tax invoice quoting Buyer’s Order reference and issued after delivery of the Goods and/or completion of the Services, within 60 days following the date the invoice is received.
- 3.3. If any sum under the Contract is not paid when due and is not the subject of a bona fide dispute then, that sum will bear interest from the due date until payment is made in full, both before and after any judgment, at 3% per annum over the US Federal Reserve base rate from time to time. Seller will not be entitled to suspend deliveries of the Goods or performance of the Services as a result of any sums being outstanding.
- 3.4. Buyer will be entitled to set off any liability of Seller to Buyer against any liability of Buyer to Seller. For the avoidance of doubt, Buyer will be entitled to withhold payment in respect of Goods and/or Services and/or Deliverables that do not comply with the physical properties, technical specifications, descriptions, samples, formulation and/or recipe (if any) of the Goods, Services or Deliverables contained or referred to in the Order or otherwise agreed to in writing between the parties (“Specification”) or fail to conform to any other requirement of the Contract, subject to notifying Seller.
- 3.5. No increase in the Price may be made (whether on account of increased material, labor or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of Buyer.

4. Cancellation and Changes

- 4.1. The Order may only be cancelled, postponed or varied with Buyer’s prior written consent.
- 4.2. Buyer reserves the right to cancel the Order at any time prior to delivery of the Goods or performance of the Services by giving Seller written notice to this effect. Save for Buyer paying fair and reasonable compensation to Seller for any work in progress on the Goods and/or Services and/or Deliverables at the time of cancellation, Buyer will have no liability whatsoever to Seller as a consequence of cancelling the Order.
- 4.3. Buyer may at any time make changes in writing relating to the Order, including changes to the Specification, method of shipment, quantities, packing or time or place of delivery. If such changes result in an increase in cost of, or time required for, performance of the Contract a fair adjustment will be made to the Price, Delivery Date or both. Any such adjustment must be approved by Buyer in writing before Seller proceeds with such changes.

5. Warranties

- 5.1. Seller warrants and represents to Buyer that the Goods, Services and Deliverables:
 - 5.1.1. will conform with all Specification(s); and
 - 5.1.2. will be merchantable and fit for any particular purpose held out by Seller or made known to Seller by Buyer expressly or by implication, and in this respect, Buyer relies on Seller’s skill and judgement.
- 5.2. In relation to the Goods and Deliverables, Seller warrants and represents that they:
 - 5.2.1. will be of satisfactory quality;
 - 5.2.2. where they are manufactured products, will be free from defects in design, material and workmanship for a period of not less than 12 months from the date of delivery of the Goods or Deliverables;
 - 5.2.3. any Goods will be free of contamination and microbial growth;
 - 5.2.4. will comply with all relevant laws and regulations (including in relation to the manufacture, labelling, packaging, storage and delivery of the Goods); and do not and will not infringe the IPR of any third party.
 - 5.2.5. In relation to the Services, Seller warrants and represents to Buyer that:
 - 5.3.1. they will be performed with the best care, skill and diligence in accordance with best practices in Seller’s industry, profession or trade;
 - 5.3.2. they will be performed by appropriately qualified, trained and experienced personnel and in sufficient number to ensure that Seller’s obligations are fulfilled in accordance with the Contract; and
 - 5.3.3. all goods and materials supplied and used in the Services will be free from defects in workmanship, installation and design.
- 5.4. Seller shall co-operate with Buyer in all matters relating to the Services, Deliverables and Goods and comply with all reasonable instructions of Buyer.
- 5.5. The representations and warranties provided in this Condition 5 are in addition to and without prejudice to all other warranties, expressed or implied by law or otherwise, and shall survive acceptance of and payment for the goods and/or services.
- 5.6. Seller warrants and represents that:
 - 5.6.1. it has obtained and will at all times maintain all necessary licenses, authorizations and consents required to manufacture and supply the Goods and/or to supply the Services and Deliverables; and
 - 5.6.2. it will not supply to Buyer any goods or materials sourced from a country or entity sanctioned by United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

6. Remedies

- 6.1. If the Goods and/or Services and/or Deliverables are not delivered or performed on the Delivery Date or at all in accordance with Condition 2, and/or if the Goods and/or Services and/or Deliverables do not comply with the Contract, Buyer will be entitled (at its option and regardless of whether or not it has accepted the Goods and/or Services and/or Deliverables and without prejudicing the warranties provided in Condition 5) to:
 - 6.1.1. terminate the Contract (in whole or in part); and/or
 - 6.1.2. reject the Goods and/or Services and/or Deliverables (in whole or in part) and return the Goods to Seller at Seller’s risk and cost, on the basis that if the Price has already been paid by Buyer, a full refund of the Price of the Goods and/or Services and/or Deliverables so rejected will be paid immediately to Buyer; and/or
 - 6.1.3. refuse to accept any further deliveries of the Goods and/or Deliverables and/or performance of the Services; and/or
 - 6.1.4. require Seller to repair or to supply replacement conforming Goods and/or to re-perform the Services and/or Deliverables in a manner compliant with the Contract, without delay; and/or
 - 6.1.5. recover from Seller any costs incurred by Buyer in obtaining substitute goods and/or services and/or Deliverables from a third party or in having the Goods and/or Services and/or Deliverables repaired or completed by a third party or by Buyer itself; and/or
 - 6.1.6. claim damages for any other costs, losses or expenses incurred by Buyer which are in any way attributable to Seller’s failure to properly perform its obligations under the Contract (including, without limitation, all freight and handling costs reasonably incurred by Buyer in the implementation of a stock recovery, recall or market withdrawal of the Goods in any part of the world) regardless of whether such damages, costs, losses or expenses are considered direct, indirect, consequential or special (including economic losses such as loss of profit, loss of future revenue, loss of reputation and/or goodwill and loss of anticipated savings or opportunities) and shall not be restricted, limited or capped by any amount or value.
- 6.2. Condition 6.1 shall extend to any remedial services, repairs and replacements.

7. Indemnification

- 7.1. Seller will indemnify in full and on demand Buyer against all liabilities, damages, losses (including economic loss such as loss of profit, loss of future revenue, loss of reputation and/or goodwill and loss of anticipated savings), costs and expenses (including reasonable legal and other professional advisers’ fees), suffered or incurred by Buyer and/or its affiliates arising out of or in connection with:
 - 7.1.1. any claim by a third party that the supply and/or use of the Goods and/or Services and/or Deliverables infringe the IPR of that third party; and/or
 - 7.1.2. loss of or damage to the property of Buyer or a third party or the death, illness or injury to a third party to the extent caused by the wrongful or negligent act or omission of Seller, its employees, agents or subcontractors; and/or
 - 7.1.3. Seller’s breach of Conditions 12 (Data Protection) and 16 (Ethics and compliance).
- 7.2. Nothing in Condition 7 (or elsewhere in the Contract) will limit or exclude the liability of Buyer for fraud, personal injury or death resulting from Buyer’s negligence or for any other matter in respect of which it would be unlawful for Buyer to limit or exclude liability.
- 7.3. Condition 7 shall survive termination of the Contract.

8. Force Majeure

- 8.1. Neither party will be in breach of the Contract or otherwise liable to the other party for any failure to perform or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event or related to a reduction in demand caused by a Force Majeure Event.
- 8.2. A “Force Majeure Event” means acts of God, fire, explosion, storm, flood, typhoon, hurricane, cyclone, tornado, lightning, earthquake, war, insurrection, riot, civil commotion, epidemic, pandemic, or acts or threats of terrorism, or any governmental actions or responses to any of the aforementioned conditions or circumstances.
- 8.3. If a Force Majeure Event occurs, the affected party will notify the other party in writing without delay setting out details of the nature, extent and expected duration of the Force Majeure Event.
- 8.4. The affected party will use its best endeavours to mitigate the effects of the Force Majeure Event, to continue to perform the Contract notwithstanding the occurrence of the Force Majeure Event and to ensure the Force Majeure Event comes to an end.

- 8.5. In the event of a Force Majeure Event continuing for a period of more than 3 months, Buyer shall be entitled to terminate the Contract, having given not less than 14 days' notice in writing to that effect to Seller.
- 9. Inspection and Testing**
- 9.1. Buyer will not be deemed to have accepted the Goods and/or Services and/or Deliverables until it has had a reasonable period to inspect them following delivery of the Goods and/or Deliverables or completion of performance of the Services. Buyer will also have the right to reject the Goods and/or Services as though they had not been accepted, after any latent defect in the Goods and/or Services and/or Deliverables has become apparent.
- 9.2. Buyer (including its employees, affiliates, agents and other representatives) will be permitted to inspect and test the Goods and any goods and materials to be used for the purposes of the Contract at any time prior to delivery (including during manufacture, processing, storage, loading and unloading, whether at the premises of Seller or any third party) and Seller will provide Buyer with all facilities reasonably required for such inspection and testing.
- 9.3. If following such inspection and/or testing Buyer considers that the Goods and/or Services and/or Deliverables do not conform or are unlikely to conform with the warranties set out in Condition 5, Buyer will inform Seller and Seller will immediately take such remedial action as is necessary to ensure compliance.
- 9.4. Any inspection or testing carried out by Buyer under this Condition 9, will not release Seller from its liability to properly perform its obligations under the Contract nor does such inspection or testing imply acceptance of the Goods and/or Services and/or Deliverables by Buyer.
- 9.5. Seller will inform Buyer in good time and in writing of any intended changes in (a) the production process or the raw materials used in the production of the Goods, (b) the equipment used for testing the Goods and/or (c) the quality assurance measures normally applied, so that Buyer can evaluate the potential effects of these changes on the Goods to be delivered and/or the further production process. Seller agrees to the implementation of a joint quality audit upon Buyer's request.
- 10. Insurances**
- During the term of the Contract, Seller shall maintain in force at its own expense, with a reputable insurance company, commercial general liability insurance, product liability insurance, public liability insurance, workers compensation and employers liability insurance and such other insurances required to meet its obligations under the Contract or as are required by law, in an amount sufficient to cover any such liabilities that may arise under or in connection with the Contract. Seller will, on Buyer's request, produce insurance certificates giving details of the cover provided and to the extent possible naming Buyer as an additional insured. All Seller Insurance shall be endorsed whereby the insurer waives any and all rights of subrogation against Buyer, Buyer's affiliates, agents, and employees. The obligation of Seller to provide the insurance hereinabove specified shall not limit in any way the liability or obligations assumed by Seller elsewhere in the Order.
- 11. Confidentiality**
- 11.1. "Confidential Information" means all commercial or technical information, know-how, specifications, inventions, processes or initiatives and any other information concerning Buyer's business, products and services in any form or medium whether disclosed orally or in writing before or after the date of the Contract which is identified by any means as confidential at the time of such disclosure and/or would reasonably be considered to be confidential.
- 11.2. Seller will keep, and will procure to be kept, secret and confidential all Confidential Information disclosed by Buyer or obtained by Seller as a result of the relationship of the parties under the Contract, which Seller will not disclose to third parties unless required for the proper performance of the Contract (subject to Condition 11.3 or with the prior written consent of Buyer).
- 11.3. The obligations of confidentiality will not extend to any information Seller can show:
- 11.3.1. was in the public domain (other than as a result of a breach of this Condition 11); or
- 11.3.2. was in its written records prior to entering into the Contract; or
- 11.3.3. was independently disclosed to it by a third party entitled to disclose the same; or
- 11.3.4. was required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.
- 11.4. The Confidential Information may only be made available to those of Seller's employees, affiliates, agents and subcontractors who need to know it in order to fulfil the Contract and who are under respective confidentiality obligations.
- 12. Data Protection**
- 12.1. "Data Protection Legislation" means (i) any directly applicable regulation relating to data protection and privacy in the US; and (ii) to the extent applicable to this Contract, the General Data Protection Regulation (EU) 2016/679 ("GDPR"), together with any national implementing laws, regulations and secondary legislation as amended or updated from time to time in the UK, including the Data Protection Act 2018 ("DPA").
- 12.2. Each party shall comply with all applicable requirements of the Data Protection Legislation.
- 13. Intellectual property rights**
- 13.1. "IPR" means all patents, utility models, identification marks including trademarks, trade names, service marks, domain names, rights to prevent passing off, registered designs, design rights, copyrights, database rights, topography rights, confidential information for any of the aforementioned (including data, know-how and formulations) and any applications for any of the aforementioned and any similar right recognised from time to time with all rights of action for infringement in all countries in the world, together with all renewals and extensions
- 13.2. All IPR belonging to a party prior to entry into this Contract shall remain vested in that party. Nothing in this Contract is intended to transfer any IPR from either party to the other.
- 13.3. Seller grants to Buyer, or shall procure the direct grant to Buyer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable license to:
- 13.3.1. use, copy and modify the Goods, Services and/or Deliverables for the purpose of receiving and using the Goods, Services and/or the Deliverables and maintaining, repairing, extending, improving or selling them; and
- 13.3.2. use Seller's IPR to the extent that Buyer requires such IPR in order to use or reasonably enjoy the Goods, Services and/or Deliverables.
- 13.4. Buyer shall be entitled to sub-license all IPR received from Seller to its affiliates or service providers provided that such service providers shall only use the sub-licensed IPR to the extent reasonably required in the course of providing services or goods to Buyer and its affiliates.
- 14. Termination**
- 14.1. If a party (i) commits a material breach of the Contract which is not capable of being remedied; or (ii) commits a material breach of the Contract which is capable of being remedied but which it fails to remedy within 30 days of a written notice setting out the breach and requiring it to be remedied being given by the other party, the party
- not in breach may terminate the Contract immediately by giving written notice to the party in breach. A breach by Seller of any terms of the Contract regarding Delivery Date or compliance with ordered quantities, weights, volumes or Specifications will (whether or not Buyer has accepted the Goods or Services or any part of them, and irrespective of whether ownership in the Goods has passed to Buyer) constitute a material breach.
- 14.2. In addition, Buyer may terminate the Contract with immediate effect upon written notice to Seller if Seller:
- 14.2.1. fails to comply with its obligations under Conditions 11, (Confidentiality), 12 (Data Protection) or 16 (Ethics and compliance); or
- 14.2.2. becomes Insolvent, Buyer will be entitled to terminate the Contract in whole or in part by giving written notice to Seller; or
- 14.2.3. has a change of control.
- 14.3. "Insolvent" has the following meaning in relation to Seller:
- 14.3.1. it passes a resolution for its winding-up or a winding up order is made against it by a court or it has a receiver or trustee appointed over its assets, income or any part thereof, or it is subject to a notice of intention to appoint a receiver or trustee or it makes an assignment for the benefit of creditors; or
- 14.3.2. an application for reorganization or arrangement is made under the terms of the United States Bankruptcy Code or any similar laws of any state, possession or territory of the United States;
- 14.3.3. it has any distraint, execution or other process levied or enforced on any of its property; or
- 14.3.4. it ceases to trade or appears in the reasonable opinion of Buyer likely to, or is threatening to cease to trade; or
- 14.3.5. the equivalent of any of the above occurs to Seller in another jurisdiction to which Seller is subject.
- 15. Health and Safety**
- 15.1. Seller must ensure that it and its employees, agents and subcontractors fully understand and comply with all applicable health and safety rules and regulations (including all relevant site rules and regulations of Buyer which may be imposed from time to time).
- 15.2. Seller warrants that in the design, formulation, manufacture and packaging of the Goods and in the performance of the Services, the Goods and Services will be safe and without risk to health.
- 16. Ethics and compliance and other standards**
- 16.1. Buyer is committed to conducting its business ethically, lawfully and safely as set out in its Code of Conduct and its Quality & Business Success and Safety, Health & Environment policies ("Policies"), which can be found on www.synthomer.com/corporate-responsibility/group-policies. Buyer reserves the right to amend its Policies from time to time without notice.
- 16.2. Seller will, and will procure that its officers, employees, affiliates, agents and subcontractors will, support and comply with the Policies and all applicable laws, statutes, regulations and codes relating to anti-bribery, anti-corruption, anti-modern slavery, trade sanctions and anti-tax evasion including but not limited to the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, the UK Modern Slavery Act 2015 and the UK Criminal Finances Act 2017. Buyer shall not be obliged to make any payment under this Contract if such payment would breach or expose Buyer to any sanction, prohibition or restriction under the aforementioned laws and regulations.
- 16.3. Procurement of Goods and Services may accordingly be evaluated on the basis of Buyer's policies, and can include considerations of ethics, quality, health and safety, environment, energy performance and Seller's own policies and certifications.
- 16.4. Buyer reserves the right to audit Seller in respect of its obligations under this Condition 16 and Seller will cooperate fully with such audit and provide any information reasonably required by Buyer.
- 17. Assignment and other dealings**
- 17.1. Buyer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.
- 17.2. To the extent permitted by law, Seller may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Buyer.
- 18. General**
- 18.1. **Waiver, remedies cumulative.** Buyer's rights and remedies set out in this Contract are in addition to any rights and remedies provided by law or in equity.
- 18.2. **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, representations and undertakings between them whether written or oral, relating to its subject matter and neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any representation, misrepresentation or statement (whether made by the other party or any other person) which is not expressly set out in the Contract. Nothing in this Condition 18.2 will be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.
- 18.3. **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 18.4. **Notices.** Any notice given in connection with the Contract must be in writing in the English language and must be delivered by hand or sent by prepaid first class or courier service mail or pre-paid airmail to the receiving party at the address provided by it or to its registered office.
- Notices will be deemed to have been received: (i) if sent by pre-courier service mail or pre-paid airmail, at 9.00am on the second working day (in the US) after mailing (exclusive of the day of mailing); and (ii) if delivered by hand, on the day of delivery, provided that, where in the case of delivery by hand such delivery occurs after 4.00pm on any working day (in the US), service will be deemed to occur at 9.00am on the next following working day (in the US).
- 19. Governing Law and Jurisdiction**
- 19.1. The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the laws of the State of Ohio (with the exclusion of the United Nations Convention on the International Sale of Goods), excluding its conflicts of law provisions and the parties irrevocably submit to the exclusive jurisdiction of the State and Federal courts in Cuyahoga County, Ohio for all purposes for determination of any disputes, except where Buyer elects to bring proceedings in the country where Seller is incorporated.