

Sumika Polymer Compounds (UK) Ltd

General Conditions of Sale

1 Price

- 1.1 The price quoted excludes VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of delivery.
- 1.2 Our quotations lapse after 30 days (unless otherwise stated).
- 1.3 The price quoted excludes delivery (unless otherwise stated).
- 1.4 Unless otherwise stated, the price quoted is an illustrative estimate only and the price charged will be our price current at the time of delivery.
- 1.5 Rates of tax and duties on the goods will be those applying at the time of delivery.
- 1.6 At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.
- 1.7 Pallets and returnable containers will be charged at the price current at the time of delivery, unless returned by you in good condition and within 30 days of delivery.

2 Delivery

- 2.1 All delivery times quoted are estimates only.
- 2.2 If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract, however:
 - 2.2.1 you may not cancel if we receive your notice after the goods have been dispatched; and
 - 2.2.2 if you cancel the contract, you can have no further claim against us under that contract.
- 2.3 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods).
- 2.4 We may deliver the goods in instalments. Each instalment is treated as a separate contract.
- 2.5 We may deliver the goods in quantities of 10% more or less than the quantity ordered and charge you for the quantity actually delivered.
- 2.6 Where we accept a cash payment for goods you must collect the goods from our premises within 14 days of receipt of our notification that goods are ready for collection. If you fail to pay for and/or collect the goods from our premises, we will arrange storage of the goods and you will indemnify us for all expenses and associated costs that we may incur. Should you not collect such goods within 6 months, we will consider the goods abandoned and be allowed, at our sole discretion, to dispose or maintain in storage, in either case at your cost, or resell such goods .

3 Delivery and safety

- 3.1 We may decline to deliver if:
 - 3.1.1 we believe that it would be unsafe, unlawful or unreasonably difficult to do so;
 - 3.1.2 the premises (or the access to them) are unsuitable for our vehicle; or
 - 3.1.3 we have reasonable grounds to believe that you have already breached or is likely to breach this agreement.

4 Risk

- 4.1 The goods are at your risk from the time of delivery.
- 4.2 Delivery takes place either:
 - 4.2.1 at our premises (if you are collecting them or arranging carriage); or
 - 4.2.2 at your premises (if we are arranging carriage).
- 4.3 You must inspect the goods on delivery. If any goods are damaged (or not delivered), you must write to tell us within five working days of delivery (or the expected delivery time). You must give us (and any carrier) a fair chance to inspect the damaged goods.

5 Payment terms

- 5.1 You are to pay us in cash or otherwise in cleared funds before delivery, unless you have an approved credit account.
- 5.2 If you have an approved credit account, payment is due no later than 30 days after the end of the month of our invoice unless otherwise agreed in writing.
- 5.3 Payment shall be made in the currency stated on the relevant invoice.
- 5.4 If you fail to pay us in full on the due date:
 - 5.4.1 we may suspend or cancel future deliveries;
 - 5.4.2 we may cancel any discount offered to you;
 - 5.4.3 you must pay us interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998
 - a calculated (on a daily basis) from the date of our invoice until payment;
 - b compounded on the first day of each month; and
 - c before and after any judgment (unless a court orders otherwise);
 - 5.4.4 we may claim fixed sum compensation from you under s.5A of the Late Payment of Commercial Debts (Interest) Act 1998 to cover our credit control overhead costs; and
 - 5.4.5 we may recover the cost of taking legal action connected to or arising from said payment.
- 5.5 If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment.
- 5.6 We may take any of the actions in Clause 5.5 at any time and without notice.
- 5.7 You do not have the right to set off any money you may claim from us against anything you may owe us.
- 5.8 While you owe money to us, we have a lien on any of your property in our possession.
- 5.9 You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including financing costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.

6 Title

- 6.1 Until you pay all debts you may owe us:
 - 6.1.1 all goods supplied by us remain our property;

- 6.1.2 you must store them so that they are clearly identifiable as our property;
- 6.1.3 you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us;
- 6.1.4 you may use those goods and sell them in the ordinary course of your business, but not if:
 - a. we revoke that right (by informing you in writing); or
 - b. you become insolvent.
- 6.2 You must inform us (in writing) immediately if you become insolvent, if insolvency proceedings are initiated against you (including, but not limited to, administration, scheme of arrangement, receivership and liquidation), or you enter into or take preparatory steps to enter into any voluntary arrangement with your creditors.
- 6.3 If your right to use and sell the goods ends you must allow us to remove the goods.
- 6.4 Until we have received payment in full from you, we have your permission to enter any premises where the goods may be stored:
 - 6.4.1 upon giving 24 hours' notice, to inspect them; and
 - 6.4.2 at any time after your right to use and sell them has ended, to remove the goods.
- 6.5 Despite our retention of title to the goods, we retain the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.
- 6.6 The nature of our relationship with you is that of a product supplier. You are not our agent. You have no authority to represent us or make any contract on our behalf or in our name.

7 Warranties

- 7.1 We warrant that the goods:
 - 7.1.1 comply with their description on our acknowledgement of order form; and
 - 7.1.2 are free from material defect at the time of delivery (as long as you comply with clause 7.3).
- 7.2 We give 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.
- 7.3 If you believe that we have delivered goods which are defective in materials or workmanship, you must:
 - 7.3.1 inform us (in writing), with full details, as soon as possible; and
 - 7.3.2 allow us to investigate (we may need access to your premises and product samples).
- 7.4 If the goods are found to be defective in material or workmanship (following our investigations), and you have complied with those conditions (in clause 7.3) in full, we will (at our option) replace the goods or refund the price.
- 7.5 We are not liable for any other 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 we are negligent.
- 7.6 Our total liability to you for damage to property directly caused by our negligence is limited to ten million pounds.
- 7.7 For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.

7.8 Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.

8 Specification

8.1 If we prepare the goods in accordance with your specifications or instructions:

8.1.1 you must ensure that the specifications or instructions are accurate; and

8.1.2 you must ensure that goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them.

8.2 We reserve the right to make any changes in the specifications of our goods which are necessary to ensure they conform with any applicable safety or other statutory requirements.

8.3 We also reserve the right to make, without notice, any minor modifications in our specifications we deem necessary or desirable.

9 Return of goods

9.1 We will accept the return of goods from you only:

9.1.1 by prior arrangement (confirmed in writing);

9.1.2 on payment of an agreed handling charge (unless the goods were defective when delivered); and

9.1.3 where the goods are as fit for sale on their return as they were on delivery.

9.2 Except if expressly agreed in writing, you are responsible for the transportation cost and for insuring goods returned to us.

10 Export terms

10.1 Where the goods are supplied by us to you by way of export from the United Kingdom, Clause 10 of these terms applies (except to the extent that it is inconsistent with any written agreement between us).

10.2 The 'Incoterms' of the International Chamber of Commerce which are in force at the time when the contract is made apply to exports, but these terms prevail to the extent that there is any inconsistency.

10.3 Unless otherwise agreed, the goods are supplied ex works our place of manufacture.

10.4 Where the goods are to be sent by us to you by a route including sea transport we are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.

10.5 You are responsible for arranging testing and inspection of the goods at our premises before shipment (unless otherwise agreed). We are not liable for any defect in the goods which would be apparent on inspection unless a claim is made before shipment. We are not liable for any damage during transit.

10.6 We are not 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).

11. Import and Export Controls

11.1 You 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.

- 11.2 You are responsible for obtaining, at your 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 us immediately on request.
- 11.3 You shall indemnify us and keep us fully and effectively indemnified against any liability, loss, damage, claims, costs or expense of any kind suffered or incurred by us as a result of, or in connection with, any failure by you, your employees, agents or subcontractors to comply with any applicable Export Regulations and economic sanctions programmes or any part of this clause 11.

12 Cancellation

- 12.1 If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.
- 12.2 We may suspend or cancel the order, by written notice if:
- 12.2.1 you fail to pay us any money when due (under the order or otherwise);
 - 12.2.2 you become insolvent;
 - 12.2.3 you fail to honour your obligations under these terms.
- 12.3 You may not cancel the order unless we agree in writing (and clauses 2.2.2 and 12.1 then apply).

13 Waiver and variations

- 13.1 Any waiver or variation of these terms is binding only if:
- 13.1.1 made (or recorded) in writing;
 - 13.1.2 signed by duly authorized representatives on behalf of each party; and
 - 13.1.3 expressly stating an intention to vary these terms.
- 13.2 All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms, even where your terms are sent to us after receiving these terms and conditions, including (but not limited to) where they are printed in your order form.

14 Force majeure

- 14.1 If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel, delay or suspend any of our obligations to you, without liability.
- 14.2 Examples of those circumstances include act of God, cyberattacks, criminal activities perpetrated against us, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

15 General

- 15.1 You and us irrevocably accept that this contract is governed exclusively by English law. Any dispute arising out of or in connection to this contract must be referred to the arbitration of an agreed arbitrator, or, failing that, an arbitrator appointed by the Chartered Institute of Arbitrators. If the findings of the arbitrator are contested, or either party refuses to comply with the determination of the arbitrator, or the validity or terms of this agreement itself are contested, you and us irrevocably accept the exclusive jurisdiction of the courts of England and Wales to resolve any such dispute. Notwithstanding the above, you recognize that financial damages might not be sufficient to cover our rights and accept that we may seek court injunction or any other equivalent order in any relevant jurisdiction.

- 15.2 If you are more than one person, each of you has joint and several obligations under these terms.
- 15.3 If any of these terms are unenforceable as drafted:
- 15.3.1 it will not affect the enforceability of any other of these terms; and
- 15.3.2 if it would be enforceable if amended, it will be treated as so amended.
- 15.4 We may treat you as insolvent if:
- 15.4.1 you are unable to pay your debts as they fall due; or
- 15.4.2 you (or any item of your property) become the subject of:
- a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);
- b. any application or proposal for any formal insolvency procedure; or
- c. any application, procedure or proposal overseas with similar effect or purpose.
- 15.5 All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.
- 15.6 Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post) the other's registered office or principal place of business. All such notices must be signed.
- 15.7 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.
- 15.8 The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either:
- 15.8.1 contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or
- 15.8.2 which expressly state that you may rely on them when entering into the contract.
- 15.9 Nothing in these terms affects or limits our liability for fraudulent misrepresentation.

16. Data Protection

- 16.1 You shall comply with any 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**"), and you shall in particular:
- a. 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 your obligations under this contract and in accordance with our instructions;
- b. take appropriate technical and organizational measures to ensure a level of security appropriate to the risks that are presented by such processing, in particular from unlawful or unauthorized 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;

- c. ensure that any employees or other persons you authorize to process the personal data on your behalf are subject to appropriate obligations of confidentiality and process the personal data in accordance with our instructions;
- d. treat such personal data as confidential information; not process or transfer such personal data outside the EEA without our prior written consent;
- e. not engage any third party to carry out your processing obligations under this contract without obtaining our 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;
- f. notify us, 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 us) and assist us by technical and organisational measures, insofar as possible, for the fulfilment of our obligations in respect of such requests and complaints;
- g. on our request and taking into account the nature of the processing and the information available to you, assist us in ensuring compliance with our obligations under arts. 32 to 36 of the GDPR (where applicable);
- h. on request by us, make available all reasonable information necessary to demonstrate our compliance with these obligations and otherwise permit, and contribute to, audits carried out by us; and
- i. on expiry or termination of this contract, 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 us).

16.2 We give you reciprocal warranties to those in this Clause 16.

17. Confidentiality

17.1 You shall keep confidential all information of a secret or confidential nature (including technical or commercial know-how, specifications, inventions or processes or information concerning our business, products or services) disclosed to you by us or our representatives or of which you become aware, and you shall restrict disclosure of such confidential information to those of your officers or employees who need to know it for the purpose of this contract and shall ensure that each such officer or employee is bound by obligations of confidentiality at least as onerous as those which bind you. If you and us enter a separate confidentiality agreement, the provisions of that agreement shall also apply to protect our confidential information and shall supersede the conditions in this contract in the case of any conflict.

17.2 You may disclose such of our confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction and you may disclose our confidential information to any of your representatives only to the extent necessary for the purpose of this contract and only provided that they are bound by confidentiality obligations not less stringent than those imposed on you.

17.3 We give you reciprocal warranties and permissions to those in this Clause 17.

17.4 This Clause 17 shall survive the expiry or termination of this contract.

18. Antislavery and human rights

- 18.1 You shall hold yourself and your affiliates to the highest performance, ethical and compliance standards, including basic human rights, 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) encouraging fair and equal treatment for all persons, the provision of safe and healthy working conditions, respect for the environment, the adoption of appropriate management systems and the conduct of business in an ethical manner. In performing its duties under this contract, you acknowledge the value and importance of performance and ethical behaviour in its performance under this contract.
- 18.2 We give you reciprocal warranties to those in this clause 18.

19. Anti-Bribery and Corruption

- 19.1 You shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption. You shall not offer, pay, promise to pay, or authorize the giving of any financial or other benefit to any person for the purpose of obtaining an improper advantage, or otherwise conduct yourself in a manner contrary to the UK Bribery Act 2010 or any other applicable anti-bribery law. You shall promptly report to us any request or demand for any undue or suspicious financial or other advantage of any kind received by you in connection with the performance of this contract. Breach of this clause shall constitute an irremediable breach of this contract.
- 19.2 We give you reciprocal warranties and undertakings to those in this clause 19.

20. Animal Welfare

- 20.1 You shall comply with all applicable laws, statutes, regulations and codes relating to animal welfare, including but not limited to the UK Animal Welfare Act 2006 ('Animal Welfare Laws'). Each party shall not cause or permit to be caused any unnecessary harm, suffering or distress of any animal in a manner contrary to applicable Animal Welfare Laws. Each party warrants that no action, enforcement or proceeding by or before any court or government agency, authority or body involving that party with respect to the Animal Welfare Laws is pending or, to the best knowledge of the party, threatened.
- 20.2 We give you reciprocal warranties and undertakings to those in this clause 20.