

# Sumika Polymer Compounds (UK) Ltd

## General Conditions of Purchase

Between Sumika Polymer Compounds (UK) Ltd ("**Buyer**"), and the party named overleaf ("**Supplier**"). Each a "**Party**" and, together, the "**Parties**".

### 1. Miscellaneous

1.1 The terms of this contract (which includes all terms or conditions specified in the associated purchase order "**Purchase Order**") constitute the entire agreement between the Parties in respect of all and any services or goods as are to be supplied by Supplier pursuant to or in connection with the order to supply goods or services to Buyer ("**Goods**", "**Services**" respectively or, together, "**G&S**"). The conditions below are the only conditions upon which Buyer deals with Supplier and shall govern the relationship between the Parties to the exclusion of all other terms and conditions including any in any, without limitation, (i) quotation or offer by Supplier, (ii) acknowledgement, (iii) offer by Supplier, (iv) invoice or other document issued by Supplier or (v) which may be implied by custom, practice or course of dealing unless otherwise expressly agreed in writing by Buyer. Any purchase order by Buyer shall be deemed accepted subject to this contract, and the contract shall come into existence on the earlier of (a) Supplier issuing written acceptance of the purchase order; and (b) any act of Supplier consistent with fulfilling the purchase order.

1.2 This contract may only be varied with the prior written agreement of Buyer, and no terms or conditions put forward at any time by Supplier form any part of the contract.

1.3 The definition of Supplier shall, for the purposes of this contract, include all its employees, officers, agents, sub-contractors, assignees, representatives and any other person acting on its behalf in any capacity whatsoever, and Supplier shall accept liability in full for the acts or omissions of such persons in connection with this contract.

### 2. Fitness for Purpose

2.1 Buyer relies entirely on Supplier's skill and judgement as to both the supply of G&S and the execution of orders.

2.2 All G&S and any part thereof shall be fit for their purpose, correspond with description, be of good quality and the correct quantity and shall in all respects be in accordance with any specifications of Buyer. All Services shall be supplied with the expert care and skills expected from a reputable expert provider. No variation from said specifications shall be acceptable without the prior written consent of Buyer.

2.3 All and any G&S and all procedures and constituents relating thereto shall in all respects be in accordance with all legislation, regulations, directives, orders, bye-laws, industry standards, and codes of practice whatsoever as may from time to time be in force.

2.4 Supplier shall indemnify Buyer in full and on demand against all actions, demands, claims damages, charges, costs, expenses and losses which may be incurred or suffered by Buyer resulting directly or indirectly from any breach of this clause 2 including but not limited to any defect or fault in the G&S. Such undertaking shall be without prejudice to any other rights and remedies of Buyer under this contract.

### 3. Inspection/Rejection of G&S

3.1 Where some or all of the G&S fail to satisfy any condition of this contract, Buyer may at any time reject the whole or part of any such G&S by written notice to the Supplier provided that such notice is forwarded within 7 days after Buyer becomes aware of any said failure. In such a case Buyer may: (i) request Supplier, at Supplier's cost, immediately to remove from Buyer's premises all such rejected Goods; or (ii) return all such rejected Goods to Supplier at Supplier's expense and risk. In either case such rejection shall entitle Buyer at its complete discretion to elect either to: (iii) have said G&S repaired or replaced by Supplier as soon as reasonably practicable such that they accord with the terms of the contract; or (iv) receive immediate repayment of the price of the G&S already paid.

3.2 Where the Supplier has provided a guarantee or warranty period then Buyer shall have the choice of and be entitled to either the repair or replacement of G&S which are the subject of a defect

or defects not resulting from incorrect or abnormal use thereof at no cost to Buyer provided that notification of said defect or defects is made in writing within the specified time period.

3.3 Buyer shall at any stage on not less than 24 hours' notice or immediately in the case of an emergency have the right to enter upon the Supplier's premises in order both to inspect any Goods, materials and or equipment used by the Supplier to produce such Goods and to carry out tests or obtain and remove any samples thereof for analysis without prejudice to the general liability and or responsibility of the Supplier in respect of the G&S or to the rights of Buyer under this contract, and the Supplier shall at its cost give all reasonable access to premises facilities and assistance in this regard.

3.4 No change to the production or provision process in respect to the Goods or materials or to any equipment used, or to the standards used in the provision of Services shall be implemented without the prior written consent of Buyer.

#### **4. Property and risk**

4.1 All property and risk in the Goods shall pass to Buyer immediately following signature therefor at the time of delivery subject to any other prior written agreement between the Parties or other provisions of this contract.

4.2 In respect of Goods constituting consignment stock, neither property nor risk therein shall pass to Buyer until such Goods are used by Buyer as notified from time to time by Buyer to the Supplier except as otherwise agreed in writing between the Parties, and Buyer shall not be liable for any damage or loss to any Goods held on consignment prior to such notification(s).

#### **5. Price**

5.1 The price of the G&S shall be as specified in the Purchase Order and there shall be no increase in such price unless agreed in writing by Buyer.

5.2 Subject to the prompt rendering of invoices by Supplier, payment for the G&S shall be due on the 15<sup>th</sup> of the second month after the month in which delivery is made, (or in respect of any consignment stock after its use by Buyer) regardless of what is provided in any invoice from Supplier.

5.3 If a source other than Supplier offers to Buyer a bona fide lower offer price for the supply of G&S equivalent to those supplied under this contract, then Buyer without prejudice to its other rights or remedies under this contract, shall be entitled to be immediately released from its obligations under this contract to the extent of the quantity so offered on giving notice to Supplier of such lower offer price unless within 3 days of such notice Supplier elects in respect of such quantity to reduce its price to equal that of the lower offer price.

#### **6. Delivery**

6.1 Time shall be of the essence in respect of each delivery of Goods and provision of Services.

6.2 Failure by Supplier to deliver or supply the G&S to Buyer on the specified date shall entitle Buyer to reject all and any G&S subsequently delivered or supplied, to refuse to pay for said G&S and to cancel all or any part of the order without prejudice to all or any other rights or remedies of Buyer.

6.3 Supplier shall deliver and supply all G&S as specified in the Purchase Order or as the Parties may otherwise agree in writing.

6.4 Buyer may nominate a person to whom the Supplier should make delivery or supply of the G&S in which case such nominee shall for the purposes of this clause 6 have all the rights and claims of Buyer, and the Supplier shall fulfil all its obligations under this clause 6 as if such nominee were Buyer and the effect of this clause 6 shall be without prejudice to all or any other rights or remedies of Buyer under this contract, law or equity.

6.5 Without prejudice to Buyer's statutory duties, any access to Buyer's premises or plant and any equipment or labour as Buyer may provide in connection with the delivery or installation of the goods shall be provided without acceptance by Buyer of any liability whatsoever and Supplier undertakes to comply with all written instructions provided by Buyer to Supplier in respect thereof. Supplier further undertakes to indemnify Buyer in full and on demand against all costs, expenses, charges, demands, actions claims and losses, including reasonable legal fees, which Buyer may incur or suffer as a result of any damage or injury whether fatal or not arising during the course of the provision of any access,

equipment or labour pursuant to this Clause 6.5 in so far as such damage or injury results directly or indirectly from any act or omission of Supplier.

6.6 Buyer at its discretion may at or after delivery measure, weigh or otherwise quantify the Goods and Buyer's decision in respect thereof shall be final and conclusive, although Supplier shall be given all reasonable opportunity verify the accuracy of the equipment used.

6.7 Subject to any alternative written agreement between the parties in respect of Goods dispatched from outside the UK, Supplier shall free of charge and at Buyer's option, as soon as reasonably practicable, repair or replace all or any part of any Goods damaged or lost in transit.

## **7. Safety and Packaging**

7.1 Supplier represents and undertakes to Buyer that Supplier shall: (i) effect all appropriate inspections and tests of the Goods prior to their delivery to Buyer or after completion of the Services, in order to ensure that G&S are safe in every way and do not place at risk the health or safety of any person using or handling them; and (ii) prior to delivery give to Buyer full information as to said inspections and tests carried out on the G&S and as to the safe storage, handling and use of the G&S such that there shall be no risk whatsoever to the health and safety of any person.

7.2 Supplier shall promptly comply at its cost with such instructions as Buyer may give in relation to the removal of any packaging materials, containers and pallets (and if no such instructions are given, and subject to any other written agreement between the Parties, all packaging materials will be deemed non-returnable and the absolute property of Buyer) and also in relation to the removal of all or part of any Goods judged to be dangerous or hazardous in the reasonable opinion of Buyer.

7.3 Supplier will comply with all specifications of Buyer regarding type, size, and/or source of supply of all packaging materials, containers and pallets relating to G&S provided that Supplier is given reasonable prior written notice by Buyer of such specifications.

7.4 All Goods shall be appropriately marked, packed and properly and safely transported from the premises of Supplier in accordance with Buyer's instructions, all relevant statutory obligations and carriers requirements.

7.5 Where relevant, Goods shall be individually marked with the number of the order, the gross, net and tare weights, and otherwise as Buyer may from time to time request in writing.

7.6 All containers, packaging and documentation of any nature relating to the Goods shall bear clear descriptions of the contents thereof or dealt with thereby and shall include obvious and clear warnings in respect of Goods which present a danger of any kind and in such a case instructions as to safe handling.

7.7 Supplier shall indemnify Buyer immediately and in full against any penalty, fine, loss, claim, damage death or injury whether fatal or not resulting from a breach of this clause 7.

## **8. Intellectual Property**

8.1 Supplier warrants to Buyer that (except to the extent that G&S are manufactured or supplied, as the case may be, by the Supplier in accordance with Buyer's specifications or designs) the G&S as supplied, processed, provided or incorporated into other goods shall not infringe the rights of any person in any way whatsoever including but not limited to rights resulting from any trademark, patent, design, copyright or confidentiality requirements which may restrict or prevent the sale or use of the G&S (or as so processed or incorporated) worldwide in any way whatsoever. The Supplier shall indemnify Buyer in full and on demand against all actions, demands, claims, damages, losses, costs, charges and expenses of whatsoever nature which Buyer may incur or suffer as a result of any recourse by any third party alleging facts which if proven would constitute a breach of all or any of the undertakings contained in this clause 8.

8.2 Supplier hereby agrees that all rights of Buyer including but not limited to those in respect of ownership, design, copyright and all processes, plans, models, specifications and other information of whatsoever nature obtained by and/or disclosed to the Supplier howsoever by or on behalf of Buyer shall remain the absolute property of Buyer, and the Supplier hereby further agrees that it shall not make any use of nor disclose any of said rights except as necessary in accordance with Buyer's instructions and shall keep such rights confidential and immediately return to Buyer all original and copy documentation relating thereto on written request by Buyer.

## **9. Assignments and Applications**

9.1 Any benefit under this contract may only be assigned with the prior written consent of Buyer which, if given, may be on such terms as to indemnity and/or guarantee or otherwise as Buyer in its absolute discretion thinks fit.

## **10. Termination**

10.1 Buyer shall, without prejudice to any of its rights or remedies pursuant to this contract, be entitled immediately to terminate by written notice to Supplier all orders, agreements or arrangements for the manufacture or supply of all or any G&S by or on behalf of Supplier if:

- (a) Supplier goes into liquidation become insolvent or if a petition is presented for the winding up of Supplier or a receiver or an administrator is appointed over all or part of its assets or enters into a voluntary debt reorganization with its creditors; or
- (b) Supplier becomes subject to any change of control of whatsoever nature; or
- (c) Supplier is in breach of any of its obligations under this contract.

## **11. Warranties on Goods and Services**

11.1 In relation to the supply of Goods, Supplier warrants that:

- (a) it has full, clear and unencumbered title to the Goods and that, as at the date of delivery, it will have full and unrestricted rights to sell and transfer the same to Buyer;
- (b) the Goods shall correspond with the description and any applicable Specification;
- (c) the Goods are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by Supplier or made known to Supplier by Buyer, expressly or by implication, and in this respect Buyer relies on Supplier's skill and judgment;
- (d) the Goods are free from defects in design, materials, workmanship and installation and will remain so for at least 12 months after delivery (or any longer period agreed);
- (e) the Goods comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling (including labelling of hazardous substances), packaging, storage, handling, transportation and delivery of the Goods;
- (f) at all times it has and maintains all licences, permissions, authorisations, consents and permits required to carry out its obligations; and
- (g) it shall provide all necessary product safety data sheets, instructions and all necessary written instructions as to safety precautions relevant to the use, application and disposal of the Goods.

11.2 In relation to the supply of Services, Supplier warrants that:

- (a) it has full, clear and unencumbered title to any goods transferred to Buyer as part of the Services and that, as at the date of delivery, it will have full and unrestricted rights to sell and transfer the same to Buyer;
- (b) the Services shall correspond with the description and any applicable Specification;
- (c) the Services are of satisfactory quality (within the meaning of the Supply of Goods and Services Act 1982) and fit for any purpose held out by Supplier or made known to Supplier by Buyer, expressly or by implication, and in this respect Buyer relies on Supplier's skill and judgment;
- (d) the deliverables and all goods and materials supplied, used or transferred to Buyer are free from defects in design, materials, workmanship and installation and will remain so for at least 12 months after supply (or any longer period agreed);
- (e) it shall perform the Services with the best care, skill and diligence in accordance with best practice in Supplier's industry, profession or trade using suitably skilled, competent and experienced personnel in sufficient number to ensure compliance with this contract and using the best quality goods, materials, standards and techniques;
- (f) at all times it has and maintains all licences, permissions, authorisations, consents and permits required to carry out its obligations; and

(g) it shall provide all necessary product safety data sheets, instructions and all necessary written instructions as to safety precautions relevant to the use, application and disposal of any goods and materials supplied, used or transferred to Buyer as part of the provision of the Services.

11.3 Buyer's rights under this contract (including, but not limited to, the warranties in this clause 11) are cumulative and in addition to all other rights provided by law or equity, including the manufacturer's warranty specified in clause 11.5, and shall survive any delivery, inspection, acceptance or payment pursuant to this contract. All such warranties shall apply and extend to, and be enforceable by, any of Buyer's representatives, any customers of Buyer or Buyer's representatives and any third party with whom Buyer agrees to share the G&S.

11.4 Supplier shall give to Buyer not less than 12 months' notice in writing of any intention to cease, or reduce, production or supply of goods of the description and specification of the Goods. Such notification shall not affect Supplier's obligation to supply any Goods or Services pursuant to this contract.

11.5 Without prejudice to the foregoing provisions of this clause 5, Supplier shall procure that all Goods supplied carry the warranty of the original manufacturer and that Buyer is given the benefit of the same.

## **12. Buyer's materials and equipment**

All Buyer's materials are and shall remain the exclusive property of Buyer, and Supplier shall hold them in safe custody at its own risk, maintain the same in good condition pending Buyer's instructions and not dispose of or use the same other than in accordance with Buyer's instructions or authorisation.

## **13. General Indemnity and Insurance**

13.1 Supplier shall indemnify Buyer and keep Buyer fully and effectively indemnified from and against all costs, expenses, damages and losses (including but not limited to any direct, indirect and consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses), suffered or incurred by Buyer as a result of, or in connection with (a) any defect in the Goods and/or Services (including but not limited to any claim made against Buyer by a third party arising out of or in connection with the same); (b) any claim made against Buyer by a third party arising out of or in connection with the supply of the G&S, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this contract by Supplier, its employees, agents or subcontractors; and (c) any breach by Supplier of any of the conditions in this contract.

13.2 During the term of this contract and for a period of 12 months thereafter, Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under, or in connection with, this contract and shall, on Buyer's request, produce the insurance certificate giving details of cover and the receipt for the current year's premium for the same.

13.3 This clause 13 shall survive the expiry or termination of this contract.

## **14. Anti-Bribery and Corruption.**

Each Party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption. Neither Party shall 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. Supplier shall promptly report to Buyer any request or demand for any undue or suspicious financial or other advantage of any kind received by Supplier in connection with the performance of the Order. Breach of this condition shall constitute an irremediable breach of this contract.

## **15. Data Protection.**

Supplier 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 shall in particular: process any personal data (as defined in the DP Legislation) received from Buyer only to the extent, and in such manner, as is necessary for the purposes of complying with its obligations under this contract and in accordance with Buyer’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 it authorises to process the personal data on Supplier’s behalf are subject to appropriate obligations of confidentiality and process the personal data in accordance with Buyer’s instructions; treat such personal data as confidential information; not process or transfer such personal data outside the EEA without the prior written consent of Buyer; not engage any third party to carry out its processing obligations under this contract without obtaining the prior written consent of Buyer 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 Buyer, 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 Buyer) and assist Buyer by technical and organisational measures, insofar as possible, for the fulfilment of Buyer’s obligations in respect of such requests and complaints; on request by Buyer and taking into account the nature of the processing and the information available to Supplier, assist Buyer in ensuring compliance with its obligations under arts. 32 to 36 of the GDPR (where applicable); on request by Buyer, make available all information necessary to demonstrate Supplier’s compliance with these obligations and otherwise permit, and contribute to, audits carried out by Buyer; and 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 Buyer).

#### **16. Import and Export Controls.**

16.1 Supplier 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.

16.2 Supplier is responsible for obtaining, at its own cost, such import and/or export licences and other consents in relation to the provision of the G&S as are required from time to time and shall make the same available to Buyer immediately on request.

16.3 Supplier shall indemnify Buyer and keep Buyer fully and effectively indemnified against any liability, loss, damage, claims, costs or expense of any kind suffered or incurred by Buyer as a result of, or in connection with, any failure by Supplier, its employees, agents or subcontractors to comply with any applicable Export Regulations and economic sanctions programmes or any part of this clause 16.

#### **17. Confidentiality.**

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 the other Party’s business, products or services) disclosed to it. by the other Party or its representatives or of which it becomes aware and each Party shall restrict disclosure of such confidential information to those of its 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 it. If the Parties enter a separate confidentiality agreement, the provisions of that agreement shall also apply to protect the Parties’ confidential information and shall supersede the conditions in this contract in the case of any conflict. Notwithstanding the foregoing, each Party may disclose such of the other Party’s confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction and

Buyer may disclose confidential information of Supplier to any of Buyer's representatives at any time. This clause shall survive the expiry or termination of this contract.

#### **18. Antislavery and human rights**

Each Party shall hold itself and its 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, Supplier acknowledges the value and importance of performance and ethical behaviour in its performance under this contract.

#### **19. Animal Welfare**

Each party 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. Notices**

Any notice, claim or demand requiring to be served under or in connection with this contract shall be in writing and shall be sufficiently given or served if delivered to the address of the addressee shown overleaf or such other address as may have been notified in writing for this purpose. Any such notice shall be delivered by hand or sent by pre-paid first class post and if delivered by hand shall conclusively be deemed to have been given or served at the time of confirmed receipt thereof in the case of service in the UK and if sent by post it shall conclusively be deemed to have been received forty-eight hours from the time of posting or at the start of the first normal business day thereafter.

#### **21. Arbitration**

21.1 All disputes, differences or questions arising from or in connection to this contract shall be referred to the arbitration of a single arbitrator to be agreed between the Parties or, in default of agreement, appointed at the request of either Party by the President for the time being of the Chartered Institute of Arbitrators.

21.2 Arbitration shall take place in London and in the English language.

#### **22. Law and Jurisdiction**

The contract and all orders, agreements and arrangements hereunder shall be governed by and construed in accordance with the laws of England and Wales and, subject to clause 21, the Parties irrevocably submit to the exclusive jurisdiction of the English courts.