

REICHHOLD UK LIMITED

TERMS AND CONDITIONS OF SALE

Definitions

"Buyer" means the person, firm or company who purchases the Goods from Reichhold

"Contract" means any contract between Reichhold and the Buyer for the sale and purchase of the Goods

"Delivery Point" means the place where delivery of the Goods is to take place under Clause 4.1

"Goods" means the any goods agreed in the Contract to be supplied to the Buyer by Reichhold (including any part or parts of them)

"Reichhold" means Reichhold UK Limited (2051980) whose registered address is 54 Willow Lane, Mitcham, Surrey CR4 4NA

"Terms" means these terms and conditions of sale

1. Exclusive Terms

- 1.1 These Terms apply to all sales of Goods by Reichhold and govern the Contract and prevail over any purchase order, order acknowledgement, specification or other conditions of purchase of the Buyer.
- 1.2 No variation to these Terms shall be binding unless expressly agreed in writing by the authorised representative of Reichhold.
- 1.3 The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Reichhold which is not set out in the Contract.
- 1.4 Each order or acceptance of a quotation for Goods by the Buyer from Reichhold shall be deemed to be an offer by the Buyer to buy Goods subject to these Terms.

2. Order and Specification

- 2.1 No order placed by the Buyer shall be deemed to be accepted by Reichhold until a written acknowledgement of order is issued by Reichhold or (if earlier) Reichhold delivers the Goods to the Buyer.
- 2.2 The Buyer shall be responsible to Reichhold for ensuring the accuracy of the terms of its order and for giving Reichhold any necessary information relating to the Goods within a sufficient time to enable Reichhold to perform the Contract in accordance with its terms.
- 2.3 The quantity, quality and description of any specification for the Goods shall be those set out in Reichhold's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by Reichhold) or if there is no such quotation, specification or order to be within normal limits of generally accepted industry standards.
- 2.4 If the Goods are to be manufactured or any process is to be applied to the

goods by Reichhold in accordance with a specification submitted by the Buyer, the Buyer shall be responsible for and fully indemnify Reichhold against all loss, damages, costs and expenses awarded against or incurred by Reichhold in settlement of any claim for infringement of any intellectual property rights of any other person which results from Reichhold's use of the Buyer's specification.

- 2.5 Reichhold reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or where the Goods are to be supplied to Reichhold's specification which do not materially affect their quality or performance.

3. Prices

- 3.1 The prices of the Goods shall be Reichhold's prices in effect on the date of despatch.
- 3.2 Additional packaging charges will be made for nonstandard containers.
- 3.3 Any tax including VAT, excise or other charge imposed by any government or taxing authority (other than on income) on the manufacture, transportation, use, sale or disposal of the Goods shall be added to the purchase price and paid by Buyer.
- 3.4 If the Buyer delays tanker deliveries for more than three hours, Reichhold shall charge the Buyer demurrage and the Buyer agrees to indemnify Reichhold in respect of any additional charges imposed by the carriers in respect of such delay.

4. Delivery Terms

- 4.1 Unless otherwise agreed in writing by Reichhold, delivery of the Goods shall take place at the Buyer's place of business.
- 4.2 Subject to the other provisions of these conditions Reichhold shall not be liable for any direct, indirect or consequential loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by Reichhold's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract.
- 4.3 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery or Reichhold is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
 - 4.3.1 Risk in the Goods shall pass to the Buyer (including for loss or damage caused by Reichhold's negligence)
 - 4.3.2 The Goods shall be deemed to have been delivered
 - 4.3.3 Reichhold may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance)

- 4.4 The Buyer shall provide at the Buyer's receiving facility and at its expense adequate and appropriate equipment and manual labour for loading the Goods.
- 4.5 If Reichhold delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity accepted by Reichhold, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.
- 4.6 Reichhold may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.7 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- 4.8 The quantity of any consignment of Goods as recorded by Reichhold on dispatch from Reichhold's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 4.9 Reichhold shall not be liable for any non-delivery of Goods (even if caused by Reichhold's negligence) unless the Buyer gives written notice to Reichhold of the non-delivery within 14 days of the date when the Goods would in the ordinary course of events have been received.
- 4.10 Any liability of Reichhold for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

5. Delivery Date

- 5.1 Delivery dates as set forth in any order or confirmation shall be deemed to be estimates only.
- 5.2 Reichhold shall make reasonable efforts to meet the agreed delivery dates.
- 5.3 The Goods may be delivered by Reichhold in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6. Payment

- 6.1 Subject to any special terms agreed in writing between the Buyer and Reichhold, Reichhold shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods or where the Buyer has failed to take delivery Reichhold shall be entitled to invoice the Buyer for the price at any time after Reichhold has notified the Buyer that the Goods are ready for collection or (as the case may be) Reichhold has attempted delivery of the Goods.
- 6.2 The Buyer shall pay the price of the Goods (without any deduction) net 30 days from date of invoice.

- 6.3 Payment for the Goods is to be made in the currency shown on Reichhold's invoice. If Reichhold agrees that payment may be made in a currency other than that shown on the relevant invoice, the rate of exchange for converting the currency shall be the rate at which Reichhold's bankers from time to time will exchange those currencies on the date when payment is either due or made at Reichhold's sole discretion. If Reichhold suffers any loss due to a change in exchange rates between the due date of payment and the date of actual payment, the Buyer shall pay to Reichhold an additional amount equal to such loss.
- 6.4 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Reichhold, Reichhold shall be entitled to:
- 6.4.1 Cancel the Contract or suspend any further deliveries to the Buyer
 - 6.4.2 Appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other Contract between the Buyer and Reichhold) as Reichhold may think fit (notwithstanding any purported appropriation by the Buyer)
 - 6.4.3 Charge the Buyer interest (both before and after any Judgment) on the amount unpaid, at the rate of 4% per annum above the Base Rate of Reichhold's bankers from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest) and
 - 6.4.4 Require immediate payment of all unpaid invoices

7. Credit

- 7.1 If Reichhold shall at any time have doubt as to Buyer's financial responsibility, Reichhold may vary, change or limit the amount or duration of credit to be allowed to Buyer, or may decline to make further deliveries except upon receipt of cash or satisfactory security.
- 7.2 The Buyer agrees to pay Reichhold's collection costs and expenses, including attorney's fees, if Reichhold commences collection proceedings on any of its invoices.

8. Passage of Risk and Ownership

- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer:
- 8.1.1 In the case of Goods to be delivered at Reichhold's premises at the time of delivery or
 - 8.1.2 In the case of Goods to be delivered otherwise than at Reichhold's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of Goods, the time when Reichhold has tendered delivery of the Goods
- 8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other

provision of these Conditions, the ownership in the Goods shall not pass to the Buyer until Reichhold has received in cash or cleared funds payment in full of:

- 8.2.1 The price of the Goods and
 - 8.2.2 All other sums which are or which become due to Reichhold from the Buyer for which payment is then due
- 8.3 Until such time as the ownership in the Goods passes to the Buyer, the Buyer shall:
- 8.3.1 Hold the Goods as Reichhold's fiduciary agent and bailee
 - 8.3.2 Keep the Goods separate from those of the Buyer and third parties and
 - 8.3.3 Keep the Goods properly stored, protected and insured and identified as Reichhold's property
- 8.4 Until ownership passes the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to Reichhold for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and in the case of tangible proceeds, properly stored, protected and insured.
- 8.5 Until such time as the ownership of the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), Reichhold shall be entitled at any time to require the Buyer to deliver up the Goods to Reichhold and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods or Reichhold shall be entitled to recover payment for the Goods notwithstanding that ownership of any Goods has not passed from Reichhold.
- 8.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Reichhold, but if the Buyer does so all monies owing by the Buyer to Reichhold shall (without prejudice to any other right or remedy of Reichhold) forthwith become due and payable.

9. Cancellation

- 9.1 No order may be cancelled or changed by the Buyer after acceptance by Reichhold without the prior written approval of Reichhold and subject to any conditions that Reichhold may impose.

10. Indemnity

- 10.1 If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trademark or other industrial or intellectual property rights of any other person, Reichhold shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or

incurred by the Buyer in connection with the claim or paid or agreed to be paid by the Buyer in settlement of the claim provided that:

- 10.1.1 Reichhold is given full control of any proceedings or negotiations in connection with any such claim
- 10.1.2 The Buyer shall give Reichhold all reasonable assistance for the purposes of any such proceedings or negotiations
- 10.1.3 Except pursuant to a final award, the Buyer shall not pay or accept any such claim or compromise any such proceedings without the consent of Reichhold (which shall not be unreasonably withheld)
- 10.1.4 The Buyer shall do nothing which would or might vitiate any Policy of Insurance or Insurance cover which the Buyer may have in relation to such infringement and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such Policy or cover (which the Buyer shall use its best endeavours to do)
- 10.1.5 Reichhold shall be entitled to the benefit of, and the Buyer shall accordingly account to Reichhold for, all damages and costs (if any) awarded in favour of the Buyer which are payable by or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by any other party in respect of any such claim and
- 10.1.6 Without prejudice to any duty of the Buyer at common law, Reichhold shall be entitled to require the Buyer to take such steps as Reichhold may reasonably require to mitigate or reduce any such loss, damages costs or expenses for which Reichhold is liable to indemnify the Buyer under this Clause

11. Insolvency of Buyer

11.1 This Clause applies if:

- 11.1.1 The Buyer makes any voluntary arrangements with its creditors or becomes subject to an Administration Order or (being an individual or firm) becomes bankrupt or (being a Company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or
- 11.1.2 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer or
- 11.1.3 The Buyer ceases, or threatens to cease, to carry on business or
- 11.1.4 Reichhold reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly

11.2 If this Clause applies, then without prejudice to any other right or remedy available to Reichhold, Reichhold shall be entitled to cancel the Contract or

suspend any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

- 11.3 In the event that an event referred to in 11.1.1, 11.1.2 or 11.1.3 occurs after shipment of Goods, Reichhold shall be entitled to invoke and exercise any procedure, right or means available to Reichhold under appropriate law for the reclamation/recovery of Goods from the Buyer.

12. Export Terms

- 12.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Terms, but if there is any conflict between the provisions of Incoterms and these Terms the latter shall prevail.

- 12.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this Clause 12 shall (subject to any special terms agreed in writing between the Buyer and Reichhold) apply notwithstanding any other provision of these Terms.

- 12.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

13. Force Majeure

- 13.1 Reichhold shall not be liable for any failure or delay in delivery or non-delivery when such failure or delay shall be caused by fire, flood, accident, explosion, equipment or machinery breakdown, sabotage, terrorism, strike or any labour disturbance, civil commotions, riots, invasions, wars, directions of any governmental authority, shortage of labour, fuel, power or raw materials, inability to obtain supplies, failures of normal sources of supplies, inability to obtain or delays of transportation facilities, any act of God or any other cause beyond the reasonable control of Reichhold.

- 13.2 If by reason of such causes Reichhold's supply of any Goods shall be limited, it shall have the right to satisfy its own internal needs, and the needs of its customers, in such manner as shall be determined by Reichhold in its sole discretion. Reichhold shall give prompt notice to Buyer of any claim of force majeure and its likely effect on performance.

- 13.3 If any such disability shall delay any shipment hereunder for more than 30 days, said shipment may be cancelled at either party's option, without incurring any liability to the other party.

14. Warranties

- 14.1 Reichhold warrants that Goods will meet Reichhold's written specifications at

the time of delivery and that Reichhold will have free and clear title on all Goods delivered.

14.2 REICHHOLD MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY CONCERNING ANY PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF MERCHANTABILITY, OR ANY WARRANTY AS TO QUALITY OR CORRESPONDANCE WITH ANY DESCRIPTION OR SAMPLE.

15. Limitation of Liability

15.1 No claim of any kind whatsoever, whether arising in contract, tort, negligence, breach of warranty, strict liability, or under any other legal theory, as to Goods delivered or for non-delivery of Goods shall be greater in amount than the purchase price of the Goods with respect to which damages are claimed.

15.2 Reichhold's sole liability to the Buyer, if any, and the Buyer's sole remedy in respect of any such claim, shall not exceed such purchase price.

15.3 Reichhold may satisfy any such liability at its option by:

15.3.1 Replacing such Goods

15.3.2 Reworking such Goods or

15.3.3 Credit to the Buyer for the purchase price of such Goods

15.4 UNDER NO CIRCUMSTANCES SHALL REICHHOLD BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR INDIRECT DAMAGES.

16. Health and Safety

16.1 The Buyer acknowledges that Reichhold has supplied to the Buyer all technical data and safety data necessary to enable the Buyer to use the Goods in a safe manner.

16.2 The Buyer undertakes to Reichhold to distribute to its employees and/or customers and specifically draw to their attention the technical data and safety data.

17. Claims

17.1 Upon receipt, the Buyer shall inspect and test the Goods delivered for damage, defect or shortage and provide Reichhold with written notice of any such damage, defect or shortage within five days after receipt, or such claims shall be deemed waived, provided that as to any cause not reasonably discoverable within such five day period, any claim shall be made by the Buyer in writing within five days after the Buyer learns or reasonably should have learned of the defect giving rise to such claim. Any action for breach of contract (other than for non-payment of the purchase price) must be commenced within one year after the cause of action has occurred.

18. Buyer's Responsibility

- 18.1 The Buyer assumes all risks and liabilities whatsoever resulting from the transportation, handling, storage, use, and disposal of the Goods, whether used singly or in combination with other substances or in any process.
- 18.2 Reichhold shall not be liable for third party claims against the Buyer.
- 18.3 The Buyer acknowledges that any technical advice or formulations suggested by Reichhold are furnished free of charge and Reichhold assumes no obligation or liability for the advice given or the results obtained.
- 18.4 The Buyer shall test the Goods in its applications to assure it meets its needs and can be safely used as desired by the Buyer under its conditions of use.

19. Returns

- 19.1 Returns of Goods may be made only with the prior written authorisation of Reichhold.

20. No Modification

- 20.1 No amendment, addition to, alteration, modification or waiver of all or any part of these Terms shall be of any force or effect, whether by course of conduct or otherwise, unless in writing and signed by Reichhold and the Buyer.
- 20.2 The failure of either party to insist upon strict adherence to any of the Terms shall not be considered a waiver or deprive such party of the right to insist upon strict adherence to that provision.

21. Assignment

- 21.1 The obligations of the Buyer are not assignable without the prior written consent of Reichhold.
- 21.2 Reichhold is a member of the group of companies whose Holding Company is Reichhold Inc and accordingly Reichhold may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group.

22. Notice

- 22.1 Any notice required or permitted to be given by either party to the other under these Terms shall be in writing and delivered by special delivery or recorded delivery mail addressed to that other party at its Registered Office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

23. Severability

- 23.1 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these

Terms and the remainder of the provision in question shall not be affected thereby.

24. Governing Law

24.1 This Contract shall be governed by the Laws of England and be subject to the jurisdiction of the English Courts unless Reichhold decides to take proceedings in any other Court of competent jurisdiction.

(Revised January 2017)