

CTL TERMS & CONDITIONS OF PURCHASE

1. BASIS OF CONTRACT

1.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing and the Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

1.2 The Order constitutes an offer by the Customer to purchase the Products in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.

1.3 The Order shall only be deemed to be accepted when CTL:

- (a) issues the Sales Acknowledgement, at which point the Contract shall come into existence; or
- (b) impliedly accepts the Order by commencing performance of the delivery of the Products, in whole or part,

at which point the Contract shall come into existence.

2. PRODUCTS

2.1 The Products are, where applicable:

- (a) as described in CTL's Specification; and
- (b) in accordance with any Samples provided,

and any, formulae, designs, illustrations drawings or advertisements produced by CTL and any illustrations contained in CTL's brochures or website (**CTL Materials**) are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the Contract nor have any contractual force.

2.2 CTL reserves the right to amend the Specification of the Products if required by any applicable statutory or regulatory requirement, and CTL shall notify the Customer in any such event, where such Products under an Order are impacted by such requirement.

2.3 The Customer shall be wholly responsible for determining whether the Products are fit for purpose where they are to be used for a particular or special purpose and whether they are to be used for a particular or special purpose and the Customer agrees, and acknowledges and accepts that CTL is a supplier of the Products only and nothing is to be taken as a warranty, representation or otherwise that CTL has provided any specialist advice upon which the Customer is entitled to place any reliance.

3. DELIVERY

3.1 CTL shall ensure that each delivery of the Products is accompanied by the Delivery Note detailing (where applicable):

- (a) the date of the Order and Sales Acknowledgement;
- (b) the Delivery Location;
- (c) Customer and CTL reference numbers;
- (d) the type, weight and quantity of the Products (including the code number of the Products);
- (e) special storage instructions;
- (f) the chosen Incoterm for method of delivery; and
- (g) if the Products are being delivered by instalments, the outstanding balance of Products remaining to be delivered.

3.2 Save for where Incoterms 2020 are agreed as specified within the Sales Acknowledgement (in which case delivery of the Products is completed on risk passing, in accordance with clause 7), delivery is completed on the completion of unloading of the Products at the Delivery Location (**Delivery Completion**) and the Customer shall examine all Products immediately, upon receipt, for any:

- (a) defects to the Products (or defects to the drums containing the Products); or
- (b) missing Order items,

(**Inaccuracies**) and in any event, shall notify CTL of any Inaccuracies within three Business Days of the Products being delivered to the Delivery Location. Where the Customer fails to notify CTL of any Inaccuracies as described in this clause, the Products shall be deemed as accepted by the Customer.

3.3 Any dates quoted for delivery by CTL, are approximate only and the time of delivery is not of the essence.

3.4 CTL shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure Event or the Customer's failure to provide CTL with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

3.5 If CTL fails to deliver the Products by any agreed date, CTL's liability shall be limited to CTL sending the Products specified in the Sales Acknowledgement to the Customer as soon as reasonably practicable.

3.6 If the Customer fails to accept delivery of the Products at the Delivery Location, then, except where such failure or delay is caused by a Force Majeure Event or CTL's failure to comply with its obligations under the Contract in respect of the Products, CTL shall store (or arrange for such storage) of the Products until actual delivery takes place and charge the Customer for all related costs and expenses (including insurance).

3.7 If fourteen calendar days after the estimated delivery date, the Customer has not taken

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actual delivery of the Products at the Delivery Location, CTL may resell or otherwise dispose of part or all of the Products.

3.8 If CTL delivers up to and including 5% more or less than the quantity of Products ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Products was delivered, CTL shall make a pro rata adjustment to the invoice for the Products.

3.9 CTL may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4. INTELLECTUAL PROPERTY

4.1 All Intellectual Property Rights in or arising out of or in connection with the Products or the CTL Materials are and shall remain the property of CTL.

4.2 The Customer shall not copy, modify, reverse engineer, decompile or disassemble any of the Products.

4.3 The Customer shall not use any of CTL's Intellectual Property Rights, including any patent, trademarks or trade names, except in accordance with this Contract or with CTL's prior written consent.

4.4 The Customer will indemnify and hold CTL harmless from and against all claims, liabilities, losses, damages and expenses (including legal expenses) arising from the Customer's breach of clause 4.

5. WARRANTY

5.1 CTL warrants that on Delivery Completion, and for a period of six months from Delivery Completion (**Warranty Period**), the Products shall:

- (a) conform in all material respects with their description and any applicable Specification;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by CTL.

5.2 Subject to clause 5.3, if:

- (a) the Customer gives notice in writing to CTL during the Warranty Period that some or all of the Products do not comply with the warranty set out in clause 5.1; and
- (b) CTL is given a reasonable opportunity of examining and/or testing such Products (in its sole discretion); and
- (c) the Customer (if asked to do so by CTL) returns such Products to CTL's place of business at the Customer's cost,

CTL shall, at its option, repair or replace the defective Products, or refund the price of the

defective Products in full, which shall be the Customer's sole remedy under this clause 5.

5.3 CTL shall not be liable for the Products' failure to comply with the warranty set out in 5.1 if:

- (a) the Customer makes any further use of such Products after giving notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow CTL's oral or written instructions as to the storage, commissioning, use and maintenance of the Products or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of CTL following any drawing, formulae, design or specification supplied by the Customer;
- (d) the Customer alters or repairs such Products without the written consent of CTL;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Products differ from their description and any applicable Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

6. RETURNS POLICY

6.1 Notwithstanding clause 5.2, the Customer must return any Products within 30 days of Delivery Completion, unless otherwise agreed or specified within the Sales Acknowledgement, by providing the following information to CTL's customer service team at sales@chemian.co.uk:

- (a) Customer account number;
- (b) Sales Acknowledgement number;
- (c) Product details and reasons for return; and
- (d) if applicable details of replacement Products required;

On receipt of the above information CTL will provide an email confirmation (to the Customer's email provided at the time of Order) with the return address, whereupon the Customer must pack the Products and arrange for return of the Products to CTL. Costs incurred by the Customer associated with the returns of Products, will not be refunded, unless CTL agrees that the Products are faulty, or CTL has supplied incorrect Products.

6.2 Where Customer returns the product due to a suspected fault, CTL may examine and test the returned Products and carry out investigations at its sole discretion.

6.3 Once CTL has received any returned Products and CTL agrees a refund is due or replacement Products are required, then it will

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arrange any applicable refund or dispatch the replacement Products, as applicable.

6.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

6.5 These Conditions shall apply to any repaired or replacement Products supplied by CTL.

7. TITLE AND RISK

7.1 The risk in the Products shall pass to the Customer as follows:

- (a) where Products are delivered in drums or other containers, by road or rail, risk shall pass immediately upon removal of drums or containers from such transporting vehicle;
- (b) where Products are delivered by rail tanker, risk shall pass immediately upon rail tanker entering Customer's premises;
- (c) where Products are shipped in drums or containers under *FOB Incoterms® 2020*, to a UK port, to, risk shall pass immediately upon drums or containers being placed onto the ship, at the port of shipment;
- (d) where Products are collected by the Customer or by anyone acting on the Customer's behalf from CTL's premises or any other premises specified by CTL, under *ExW Incoterms® 2020*, risk shall pass immediately upon loading by the Customer;
- (e) where Products are shipped under *CIF Incoterms® 2020*, risk shall pass immediately upon Products being placed onto the ship, at the port of shipment.

7.2 CTL shall be under no obligation to give to the Customer notice as specified in Section 32(3) of Sale of Goods Act 1979.

7.3 Title to the Products shall not pass to the Customer until the later of:

- (a) CTL receives payment in full (in cleared funds) for the Products; or
- (b) Completion of Delivery.

7.4 Subject to 7.5, the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before CTL receives payment for the Products. However, if the Customer resells the Products before that time:

- (a) it does so as principal and not as CTL's agent; and
- (b) title to the Products shall pass from CTL to the Customer immediately before the time at which resale by the Customer occurs.

7.5 At any time before title to the Products passes to the Customer, CTL may:

- (a) by notice in writing, terminate the Customer's right under clause 7.3 to resell the Products or use them in the ordinary course of its business; and
- (b) require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

7.6 Until title to the Products has passed to the Customer, where the Customer is holding the stock, the Customer shall:

- (a) store the Products separately from all other Products held by the Customer so that they remain readily identifiable as CTL's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
- (c) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify CTL immediately if it becomes subject to any of the events listed in clause 10.1(b) to clause 10.1(d); and
- (e) give CTL such information as CTL may reasonably require from time to time relating to:
 - (i) the Products; and
 - (ii) the ongoing financial position of the Customer.

8. PRICE AND PAYMENT

8.1 The price of the Products shall be the price and applicable currency set out in the Sales Acknowledgement. If no price is quoted within the Sales Acknowledgement, the price shall be as set out in CTL's published price list in force as at the date of delivery.

8.2 CTL may, by giving notice to the Customer at any time up to five Business Days before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:

- (a) any factor beyond CTL's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Products ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give CTL adequate or accurate information or instructions.

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- 8.3 Unless otherwise stated in the Sales Acknowledgement, the price of the Products:
- (a) excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to CTL at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - (b) excludes transport of the Products which shall be invoiced to the Customer.
- 8.4 CTL may invoice the Customer for the Products on or at any time after the completion of delivery, or as otherwise specified in Sales Acknowledgement.
- 8.5 The Customer shall pay each invoice submitted by CTL:
- (a) as specified within the Sales Acknowledgement, or within 30 days of the date of invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by CTL; and
- time for payment shall be of the essence of the Contract.
- 8.6 If the Customer fails to make a payment due to CTL under the Contract by the due date, then, without limiting CTL's remedies under clause 10, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.6 will accrue each day at the higher of:
- (a) 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
 - (b) the rate of interest payable (at the time such interest becomes due) under the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9. LIMITATION OF LIABILITY**
- 9.1 References to liability in this clause 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2 Nothing in in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - (d) defective products under the Consumer Protection Act 1987.
- 9.3 Subject to clause 9.2, CTL's total liability to the Customer arising under this contract shall not exceed £50,000.
- 9.4 Subject to clause 9.2, the following types of loss cannot be recovered from CTL by the Customer and such losses are wholly excluded: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; and (vii) indirect or consequential loss.
- 9.5 This clause 9 shall survive termination of the Contract.
- 10. TERMINATION**
- 10.1 Without limiting its other rights or remedies, CTL may terminate this Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 10.2 Without limiting its other rights or remedies, CTL may suspend provision of the Products under the Contract or any other contract between the Customer and CTL if the Customer becomes subject to any of the events listed in clause 10.1(b) to clause 10.1(d), or CTL reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any

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amount due under this Contract on the due date for payment.

- 10.3 Without limiting its other rights or remedies, CTL may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 10.4 On termination of the Contract for any reason the Customer shall immediately pay to CTL all of CTL's outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, CTL shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 10.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 10.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11. FORCE MAJEURE

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

12. GENERAL

- 12.1 CTL may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 12.2 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, 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 CTL.
- 12.3 Each party:
- (a) undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.3 (b);
 - (b) may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations

under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this clause 12.2; and

- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12.4 The Contract constitutes the entire agreement between the parties and each party acknowledges that in entering the Contract it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

12.5 No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.6 Except as set out in clause 1.1, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy and a delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

12.7 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 12.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.8 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.9 In the event of a dispute arising out of or relating to this agreement, including any question regarding its breach, existence, validity, or termination, and including any non-contractual claims (whether in tort or otherwise) (Dispute), the parties shall endeavour to reach a resolution of the Dispute satisfactory to both parties. Either party may commence such process by requesting a meeting with the other party, which may take place in person, or remotely. Each party shall nominate a representative who shall meet to

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try to resolve the Dispute. If the Dispute is not resolved within three business days of the meeting between the party representatives place (or if, for any reason, such meeting does not take place within three days of either party requesting the meeting (or such longer period as may be agreed between the parties)), then either party may refer the dispute to arbitration under the UNCITRAL Arbitration Rules. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London and the language of the arbitral proceedings shall be English. The governing law of the arbitration agreement shall be the substantive law of England and Wales.

12.10 This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation.

13. INTERPRETATION

13.1 Definitions:

CTL: Chemian Technology Limited of Unit 2 Eastmount Road, Darlington, County Durham DL1 1LA (registered in England and Wales with company number 03141125).

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00am to 5.00pm on any Business Day.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.5.

Contract: the contract between CTL and the Customer for the sale and purchase of the Products in accordance with these Conditions.

Delivery Note: the delivery note or packing list detailing specific information as set out in more detail at clause 3.1.

Delivery Location: the end delivery location that CTL have agreed to deliver the Products to, as specified within the Sales Acknowledgement.

Customer: the company who purchases the Products from CTL.

Force Majeure Event: any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar

events, natural disasters or extreme adverse weather conditions, the departure of the United Kingdom from the European Union or default of suppliers or subcontractors.

Intellectual property Rights: any patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for the Products, as set out in writing (including the Customer's purchase order form, email communication) or verbally.

Products: the CTL products (or any part of them) set out in the Order.

Sales Acknowledgement: CTL's written acknowledgement of the Order, issued to the Customer.

Sample: a sample of the Product provided to the Customer, prior to the Contract.

Specification: any specification for the Products, including any related plans and drawings, formulae, weights, dimensions, capacities, prices, performance ratings, which is agreed in writing by the Customer and CTL, as specified in any Sales Acknowledgement.

Warranty Period: has the meaning given in clause 6.

13.2 Interpretation

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** excludes fax but not email.