

Standard Terms and Conditions of Purchase

1. Definitions

In these Conditions:

"Affiliate" means, in relation to a party to the Contract, any person or entity controlling, controlled by or under common control with such party, for the time being;

"Chemicals" means Goods consisting of chemical elements and their compounds, singular or in mixtures, in their natural state or obtained by any manufacturing process;

"Company" means Robert McBride Ltd (registered in England, company no. 220175) or if different the Affiliate shown on the Purchase Order;

"Conditions" means these terms and conditions of purchase.

"Contract" means the contract between the Company and the Supplier comprising the Purchase Order and the Conditions;

"Goods" means the materials, things or services described in the Purchase Order or any goods which are supplied in substitution for or in addition to such goods subject to the Company's prior written consent;

"Incoterms" means the standardised set of international trade terms published in 2010 by the International Chamber of Commerce;

"Insolvency Event" means, in relation to a party, one or more of the following events:

(a) any steps are taken to enter into an arrangement or composition for the benefit of the party's creditors or it (or a nominee) convenes a meeting of creditors;

(b) any steps are taken to appoint a liquidator, administrator, receiver or manager to a party or over any of a party's assets or undertaking;

(c) circumstances arise which entitle the Court or a creditor to appoint a receiver or manager of any of a party's assets or undertaking or to make a winding up order in respect of a party;

(d) it suffers any distress or execution to be levied on any of its assets or becomes unable to pay its debts as and when they become due; or

(e) analogous proceedings or events to those specified in (a) to (d) above are instituted or occur in the jurisdiction to which that party is subject;

"Intellectual Property Rights" means patents, trade marks, copyright, designs, database rights, confidential information, know how, business methods, data and trade secrets and all other intellectual property rights, in each case subsisting or pending at any time in any part of the world;

"Purchase Order" means the written order placed by the Company for the supply of Goods on the Company's official order form or otherwise;

"Specification" means the technical or other requirements (if any) for the Goods contained or referred to in the Purchase Order;

"Supplier" means the person, firm or company with whom the Purchase Order is placed.

2. General

2.1 No verbal order by the Company shall be binding on the Company. Unless otherwise specifically agreed in writing by

an authorised signatory on behalf of the Company these terms and conditions shall supersede any earlier sets of conditions appearing on the Company's orders or elsewhere and shall override any term or conditions stipulated incorporated or referred to by the Supplier whether in any quotation or in negotiations. The terms and conditions of purchase shall be as contained herein. Any amendment to these Conditions shall be noted on the face of the Purchase Order.

2.2 The Contract contains the entire understanding between the Company and the Supplier and supersedes all previous agreements in respect of the subject matter of the Purchase Order. Any concession made or latitude allowed by the Company to the Supplier shall not affect the strict rights of the Company under the Contract.

2.3 If any provision of the Contract is held to be illegal, invalid or unenforceable (in whole or in part) the parties intend that the legality, validity and enforceability of the remainder of the Contract shall not be affected. No variation to the Contract shall be binding unless expressly agreed in writing by an authorised signatory of the Company.

3. Purchase Order and Acceptance

Each Purchase Order constitutes an offer on the part of the Company which is conditional upon the acceptance by the Supplier of the Company's conditions of purchase contained herein. Acceptance of the offer must either be in writing or email by the Supplier or by actual execution of the order contained in the Purchase Order. Until such acceptance is communicated to or received by the Company the offer may be revoked either verbally or in writing and on such revocation no liability shall attach to the Company.

4. Method of Invoicing

All invoices, advice notes, labels and other communication relating to the Goods must bear the order number quoted overleaf and the Company shall not be required to take delivery of any such Goods not so marked, nor to accept any liability therefor. The Company cannot guarantee that administrative delays will not occur if the invoices are not so marked.

5. Quality and Defects

5.1 All Goods supplied shall be subject to the Company's approval and must meet the Specification and other requirement as to quantity, quality, standard or description or otherwise made by the Company or any Governmental or other official body and whether contained in any legislation or otherwise, and all such Goods must conform to any sample thereof agreed with the Company and be fit for purpose and free from defects in materials and workmanship.

5.2 The Supplier warrants that it has good title to the Goods and all the necessary permissions, licences and authorities

from third parties that it requires to manufacture and supply the Goods and enable the Company to use and/or sell the Goods.

5.3 The Supplier warrants that:

(a) all Chemicals supplied (whether as raw materials, or in finished products or intermediaries, or in articles such as components or packaging) shall, if required by relevant law, be pre-registered and registered by all relevant parties in the supply chain for such Chemicals, under the Registration, Evaluation and Authorisation of Chemicals Regulations, more commonly known as "REACH"; and

(b) it shall immediately notify the Company in writing of any Chemicals that it proposes supplying to the Company that are not the subject of a REACH registration and/or in respect of which a REACH registration is discontinued or abandoned.

5.4 To the extent that the Supplier may deem it necessary or appropriate to introduce any changes to the Specification of the Goods or any part of the Goods, such changes must be drawn to the specific attention of and be agreed in writing by the Company in advance of introducing such changes.

5.5 The Supplier shall take all necessary steps from time to time to provide the Company in writing with such information as is necessary relating to the use for which the Goods are designed and regarding any conditions necessary to ensure that they will be safe and without risk to health when properly handled, stored, transported and used.

5.6 The Supplier shall when requested by the Company provide drawings and technical data to the Company for approval and/or record purposes. Any such approval shall not imply that the Company has checked or is responsible for the accuracy of any drawings or technical data other than its own.

5.7 Any person authorised by the Company shall be entitled, subject to reasonable notice, to inspect the Goods at any reasonable time at the Supplier's works or at the works of any sub contractor or agent of the Supplier, but in no case shall such inspection relieve the Supplier of any liabilities hereunder.

5.8 The Company reserves the right to reject any Goods or Work which are faulty or do not conform to the quantity, quality, standard or description as specified in the Purchase Order or as required by any statutory requirement. The Company may (at its sole option) return the rejected Goods at the Supplier's risk and expense or arrange for the rejected Goods to be destroyed at the Supplier's expense and the Company may require the Supplier to supply replacement Goods (at the Supplier's expense) to the Company within a specified time period. In addition, the Company may recover from the Supplier any additional expenditure reasonably incurred by the Company in obtaining replacement Goods from an alternative supplier. For the avoidance of doubt, any acceptance of any defective Goods by the Company shall not relieve the Supplier of its obligations and liabilities hereunder and shall be without prejudice to any other rights and remedies the Company may have hereunder. All such rights are without

prejudice to the Company's right to claim such damages as may have been incurred as a result of or in connection with the Supplier's breach or breaches of the Contract or to terminate the Contract in whole or in part immediately upon giving written notice to the Supplier

5.9 The Company reserves the right to submit the Goods to an independent, recognised expert for examination and testing as to quantity, quality or otherwise and the report on such queries shall be binding on both parties.

5.10 The Supplier shall give all notices legally required and pay all fees legally payable in connection with the Goods.

5.11 The Supplier shall be deemed to have visited the Company's premises and satisfied itself as to the local conditions and all such other factors as may affect its performance of the Contract.

5.12 Except where specified to the contrary the Supplier shall provide all labour, tools, plant, equipment and materials for the proper and workmanlike performance of the Contract. All materials shall be new and of appropriate quality.

5.13 The Supplier shall be liable for all loss or damage to the Company's premises including any materials either brought on site by the Supplier or obtained by the Company including, but without limitation, theft, damage by the elements and fire and shall unless the Company otherwise directs in writing promptly make good all such loss and/or damage to the Company's satisfaction.

5.14 During the period of twelve months from the date of delivery or in the case of plant after the date of commissioning or completion of the same (whichever is the later) the Supplier shall, with all possible speed and without cost to the Company, replace, repair or make good the Goods or any part thereof found to be defective whether due to faulty materials, design (other than designs specified by the Company) or through any act or omission of the Supplier. Without limitation the Supplier shall reimburse any transportation and other charges incurred by the Company in effecting such replacement or repair at the point of use.

6. Representations

6.1 Any representations made concerning the Contract by or on behalf of the Supplier shall be incorporated in the contract as warranties.

6.2 The Supplier warrants it is the manufacturer or importer of the Goods or has provided to the Company full details of the manufacturer or importer (as the case may be).

6.3 Where the Supplier acts as the importer of the Goods, the Supplier shall be solely responsible for and shall be held liable to the Company for the actions of the original manufacturer of the Goods. For the avoidance of doubt, the act of importing will not relieve the Supplier from its obligations hereunder.

7. Indemnity

7.1 The Supplier shall indemnify the Company and keep the Company fully and effectively indemnified and hold the Company harmless from and against all actions, suits, claims, demands, direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), liabilities, costs, charges, damage, losses and expenses including legal and other professional fees and expenses (including without limitation relating to public and product liability) suffered or incurred by the Company and/or for which it may be liable to any third party due to, arising from or in connection with:

- (a) the negligent or wilful acts or omissions of the Supplier, or its agents, or sub-contractors in manufacturing and supplying the Goods;
- (b) the direct or indirect breach of any provision of the Contract by the Supplier or its agents, employees, officers, subsidiaries, associated companies, contractors or sub-contractors;
- (c) any actual infringement or alleged infringement anywhere in the world of any Intellectual Property Rights or any misuse or alleged misuse of any confidential information, in respect of any of the Goods or their use by the Company or any person claiming through the Company unless such infringement has occurred directly as a result of any Specification supplied by the Company.

7.2 The Supplier shall take out and at all times maintain adequate insurance with a reputable insurer having regard to its obligations and liabilities under the Contract and will on demand produce to the Company satisfactory evidence that such insurance is in force. The Supplier shall do nothing to invalidate any of the policies maintained in force in accordance with this Condition 7. Unless otherwise specified in writing by the Company, the following minimum levels of insurance shall be maintained:

- (a) product liability insurance cover to the value of £10,000,000 (ten million) for the Goods per occurrence and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period;
- (b) public liability insurance including cover for bodily injury and property damage arising in connection with the Contract, including as a result of the acts or omissions of the Supplier or its agents, employees, Affiliates, contractors or sub-contractors for an insured amount of not less than £10,000,000 (ten million) per occurrence and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period;
- (c) employer's liability insurance as required by relevant law, including cover for legal liability to make payment in respect of death, personal injury and/or disability of employees and with limits of at least £10,000,000 (ten million) per occurrence and unlimited in respect of the number of occurrences covered by such insurance during any one insurance period; or
- (d) insurance cover comparable to the types of insurance specified in (a) to (c) above, which are recognised by insurance companies situated in the jurisdiction in which the Supplier is located as being so comparable and which are also acceptable to the Company's insurance providers.

7.3 When on the Company's premises the Supplier has the obligation to, and shall before any of the Work commences, obtain, and subsequently comply with the Company's health, safety and other regulations and shall at all times avoid hindrance to the activities of the Company and to the work of other contractors employed by the Company.

7.4 When on the Company's premises the Supplier shall carry out the Work in conformity with such laws, regulations, bye-laws and requirements of local, central and other authorities as apply to the site and if it appears that the specifications or the drawings infringe any such laws, regulations, bye-laws and requirements the Supplier shall immediately inform the Company.

8. Delivery and Risk

8.1 Time shall be of the essence in relation to the supply of Goods under these Conditions. Where a date or period is specified for delivery the Supplier shall make delivery on that date or within that period in the manner specified by the Company and the Supplier shall comply with all delivery instructions of the Company in connection therewith. All Goods shall be properly packed and secured in such a manner as to reach their destination in good condition and fit for purpose and shall be marked with the order number quoted on the Purchase Order and the Company shall not be required to take delivery of any such goods not so packed, secured or marked nor to accept any liability therefor.

8.2 If the Goods are to be delivered by instalments, the Contract shall be treated as a single contract and not severable. The Supplier may only make delivery of Goods by instalments with the prior written consent of the Company.

8.3 Save as may otherwise be agreed in writing by the Company, the Supplier shall obtain customs clearances for the Goods and comply with all other laws and regulations in respect of the exportation and importation of the Goods.

8.4 If the Goods or any part thereof are not delivered within the time or times specified in the order the Company shall be entitled to refuse to accept delivery in respect of the Goods not so delivered and to return any other Goods already delivered under the Contract which cannot be effectively and commercially used by reason of the non-delivery of any part of the Goods. The return of such Goods to the Supplier shall be at the Supplier's risk and expense and the Company may recover from the Supplier any additional expenditure reasonably incurred by the Company in obtaining other Goods in replacement of those in respect of which delivery has been refused.

8.5 Any delay arising as a result of any cause whatsoever beyond the control of the Company (including strikes, lock outs, fire explosion, shortage of other supplies, delay in delivery of materials by other suppliers, state of war, civil strife or sabotage) shall entitle the Company to defer the date of

delivery or to cancel the order, but in no case shall the Company be liable to the Supplier for such action taken under the provisions of this Condition.

8.6 Risk in the Goods shall only pass in accordance with the relevant terms of the Incoterm stated on the Purchase Order or if not stated, the risk in the Goods shall pass when the Goods are delivered at the Company's premises irrespective of the arrangements made for shipping, transport or payment and except where unloading is carried out under the sole supervision of the Company the Supplier shall be liable for any damage caused to the Goods in unloading at the Company's premises.

8.7 Any part delivery of an order shall be regarded as part of a single delivery, but the risk shall not pass until all the Goods have been delivered. Acceptance of one such instalment delivery shall not be acceptance of the whole order. The Supplier shall not be entitled to reserve the right to dispose of the Goods.

8.8 Any costs incurred by the Supplier in storing the Goods prior to delivery shall be the sole responsibility of the Supplier, unless specifically agreed with the Company and subject to the issue of an additional Purchase Order.

8.9 Save as may otherwise be agreed in writing by the Company, the Company shall not be required to pay for or return cases, skillets, drums, packaging, pallets or containers of any description whatsoever used for packing the Goods whether or not re-usable.

8.10 The Supplier shall, at its sole expense until delivery of the Goods in accordance with this Contract, insure the Goods against all risks to their full replacement value.

9. Price

9.1 No variation in price will be accepted unless reasonable written notice has been given to the Company of such variation and the Company's written approval has been obtained thereto prior to delivery. If the parties are unable to reach agreement on such increase in price within 30 days of such notice the Company shall have the right to cancel the undelivered balance of the Goods as provided by Condition 13.

9.2 Where the Goods are subject to Value Added Tax or other import and duties the amount legally demandable shall be shown separately and the Supplier shall produce bona fide evidence of the amount paid or to be paid by it in respect thereof.

9.3 The Company reserves the right to deduct from any monies due to the Supplier any monies due from the Supplier to the Company in respect of Goods supplied or Work done by the Company.

10. Title

10.1 Title to any Goods manufactured to the specific design of the Company shall pass to the Company forthwith upon the manufacture thereof, or in the case of Goods upon which the name of the Company or one of the Company's customers has been placed or otherwise incorporated, upon the making or creation of such branded Goods.

10.2 In the case of Goods other than Goods falling within the terms of Condition 10.1, the Company shall acquire title to the Goods when they are delivered to the Company or upon payment or part payment if made before delivery and thereafter the Company shall be entitled to deal with the Goods howsoever it thinks fit without any duty to account to the Supplier out of any proceeds of any subsequent dealings with the Goods. The passing of ownership shall be without prejudice to the Supplier's continuing obligations for the care and custody of the Goods.

10.3 The Supplier shall not be entitled to take or enforce any lien whatsoever against any Goods supplied under the Contract.

10.4 Where the Company pays for Goods prior to delivery, the Supplier shall:

- (a) ensure the Goods are stored separately from all its other stock and clearly marked as the property of the Company; and
- (b) allow the Company access to the Supplier's premises to take possession of the Goods on request.

11. Breach

11.1 Neither party limits or excludes its liability:

- (a) in respect of any deceit, theft, fraud or fraudulent misrepresentation by it or its employees, agents, contractors and sub-contractors;
- (b) for death or personal injury caused by its negligence;
- (c) for any matter in respect of which an indemnity has been provided; or
- (d) to the extent such limitation or exclusion is not permitted by law.

11.2 Subject to Conditions 11.1 and 11.3, the maximum aggregate liability of the Company to the Supplier shall be limited to the invoiced price for the Goods.

11.3 The Company shall not be liable to the Supplier for any indirect, special, punitive or consequential loss or damage including any indirect loss of business or profits, in each case whether arising from negligence, breach of contract or otherwise, even if such loss or damage was foreseeable.

11.4 The Supplier acknowledges that the Supplier's liability to the Company in relation to any claim relating to the Goods shall not be limited or excluded by virtue of the fact that the Supplier may not have manufactured the Goods. It is the Supplier's obligation alone to ensure that the Goods supplied to the Company comply with the Contract

11.5 The Company may terminate the Contract by notice in writing with immediate effect without compensation to the Supplier in any of the following events:

- (a) the Supplier commits a breach of the Contract which is not capable of remedy or persistently repeats a remedial breach or, if capable of remedy, the breach is not remedied within 30 days of a notice from the Company requiring it to be remedied;
- (b) the Supplier is affected by an Insolvency Event.

11.6 The Supplier shall be entitled to terminate the Contract with immediate effect on giving written notice to the Company where the Company is affected by an Insolvency Event.

11.7 Termination of the Contract shall not affect any accrued rights or liabilities of either party or the coming into force or continuation in force of any Conditions which are expressly or by implication intended to come into force or continue in force on or after termination.

12. Payment

12.1 Payment for the Goods shall be made only on submission and in accordance with the Company's payment terms or as otherwise agreed in writing by an authorised signatory of the Company. The Company shall be entitled to withhold payment if statements of account are not received.

12.2 If the Company disputes any sums set out in an invoice then it will notify the Supplier in writing before the due date for payment and will pay any amounts set out in that invoice to the extent they are not disputed. The Company and the Supplier shall meet within 14 days of receipt of a written notice from the Company under this Condition to attempt to resolve the dispute.

12.3 Payment of the price is without prejudice to any claims or rights which the Company may have against the Supplier and shall not constitute acceptance of the Goods. The Company reserves the right to set off any amount owing by it against any amounts owing to it from the Supplier and to withhold any payments to the extent that Goods have not been supplied to the Company's reasonable satisfaction.

12.4 The Company assumes no payment obligations in addition to those contained in the Contract for goods provided in a quantity or to a specification in excess of the Goods ordered in the Purchase Order, save where the Company has agreed to the provision of such goods in writing.

13. Cancellation

Any Purchase Order may be cancelled at any time after acceptance by the Company, by the Company giving to the Supplier reasonable notice. A fair and reasonable price shall be paid for any part of the Goods already delivered at the time of the cancellation. The Company shall not be liable for any loss (consequential or otherwise) to the Supplier.

14. Intellectual Property

14.1 All Intellectual Property Rights belonging to a party prior to the placement of the first Purchase Order under the Contract shall remain vested in that party. Save as expressly provided for in these Conditions, neither party will be entitled to any right or licence to any of the other party's Intellectual Property Rights.

14.2 The Company grants to the Supplier a non-exclusive royalty free licence to use the Company's Intellectual Property Rights to the extent required and solely for the purpose of the manufacture and supply of the Goods to the Company. Such licence shall not include the right to sub-license and shall automatically terminate on the termination or expiry of the Contract, or if earlier, upon receipt of written notice from the Company.

14.3 Where the Goods are designed, created or otherwise developed by the Supplier for the Company pursuant to the Contract, all Intellectual Property Rights in or relating to the Goods shall belong to the Company absolutely. The Supplier hereby assigns the Intellectual Property Rights in any such Goods to the Company with the intent that upon the making or creation of the Goods the Intellectual Property Rights shall automatically vest in the Company. The Supplier shall at the Company's request (and notwithstanding the termination of the Contract) do and procure all such acts as the Company may reasonably require:

- (a) to vest the legal title in, apply for, obtain and maintain in force in the Company's sole name (unless it otherwise directs) those Intellectual Property Rights;
- (b) to bring any proceedings for infringement of any of those Intellectual Property Rights.

14.4 With regards to any Goods that do not fall within Condition 14.3, the Supplier grants to the Company, its agents and contractors, a worldwide, royalty-free, non-exclusive, perpetual licence (including the right to grant sub-licences) to use:

- (a) any and all Intellectual Property Rights in the Goods; and
 - (b) any other Intellectual Property Rights,
- to the extent necessary to enable the full benefit of ownership of the Goods.

14.5 The Supplier warrants that the sale or use of the Goods by the Company will not infringe any third party's Intellectual Property Rights.

15. Assignment

The Supplier shall not without the written consent of the Company assign or sub-contract the Contract or any significant part thereof. Any such permitted sub-contracting shall not in any way relieve the Supplier from any of its obligations under the terms of the Contract.

16. Secrecy

The Supplier shall treat the Purchase Order and all designs, drawings, specifications and information supplied herewith as confidential and shall not disclose the same to any third party without the Company's written consent.

17. Publicity

The Supplier shall not be entitled to make any announcement or issue any press release or publicity material relating to the subject matter of the Contract without the prior written consent of the Company.

18. Notices

Any notices given hereunder may be served personally or left at the residence or last known place of business of the other party or may be sent by post, facsimile transmission, electronic mail or comparable means of communication. In the case of notice sent by post, notice shall be deemed to have been received in the course of the post. In the case of notices sent by facsimile transmission, electronic mail or comparable means of communication, notice shall be deemed to have been received upon transmission. All notices addressed to the Company must be marked for the attention of the Company Secretary.

19. Bribery

19.1 The Supplier warrants to the Company that, to the best of its knowledge, neither it nor any of its directors, employees, agents, representatives, contractors or sub-contractors has at any time prior to entering into this Contract, committed any offence under the Public Bodies Corrupt Practices Act, the Prevention of Corruption Act 1906, the Prevention of Corruption Act 1916, the Bribery Act 2010 or any legislation or common law anywhere in the world creating offences in respect of bribery or fraudulent or corrupt acts.

19.2 The Supplier further warrants to the Company that it is not entering into this Contract with any knowledge that any money has been, or will be, paid to any person working for or engaged by the Company or that an agreement has been made to that effect, unless details of any such arrangement have been disclosed in writing to the Company before the date of this Contract.

19.3 The Supplier agrees that, at any time after the entry into of this Contract it shall not and it shall procure that its directors, employees, agents, representatives, contractors or sub-contractors shall not commit any offence under the Public Bodies Corrupt Practices Act, the Prevention of Corruption Act 1906, the Prevention of Corruption Act 1916, the Bribery Act 2010 or any legislation or common law anywhere in the world creating offences in respect of bribery or fraudulent or corrupt acts.

19.4 If the Supplier (including any of its directors, employees, agents, representatives, contractors or sub-contractors, in all cases whether or not acting with the Supplier's knowledge)

breaches this Condition 19, the Company may terminate this Contract by written notice with immediate effect.

19.5 The Supplier shall have in place adequate procedures designed to prevent any person working for or engaged by the Supplier or any other third party in any way connected to this Contract, from committing offences of corruption or bribery.

19.6 If at any time the Supplier (or any of its directors, employees, agents, representatives, contractors or sub-contractors) breaches any of its obligations under this Condition 19, the Supplier shall indemnify and keep indemnified the Company against any losses, liabilities, fines, damages, costs and expenses including legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties that the Company may suffer as a result of such breach.

20. Third Party Rights

20.1 Except as set out in Condition 20.2 a person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

20.2 Each and every obligation of the Supplier under the Contract is owed to the Company and each Affiliate of the Company who may enforce the terms of the Contract under the Contracts (Rights of Third Parties Act 1999) and references to Company in the context of the Supplier's obligations shall be construed accordingly.

20.3 The parties may rescind or vary the Contract (and any documents entered into pursuant to or in connection with it) without the consent of any other person.

21. Law Applicable and Jurisdiction

The terms and conditions of the Contract shall be subject to and interpreted and construed in accordance with English Law including English conflicts of law and the English Courts shall have exclusive jurisdiction in any dispute which may arise save that the Company may institute and maintain proceedings in respect of the Contract in any country.

v. 03/2012