

GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS

1. AGREEMENT, CHANGES OR AMENDMENTS

The Agreement (which definition shall include without limitation these General Terms and Conditions, any purchase order or any outline agreement to which these General Terms and Conditions are appended, and any other attachment specifically referenced as a part of the Agreement) constitutes the entire understanding between the parties with respect to the agreement to purchase the goods described ("Product") and supersedes all prior agreements, negotiations and discussions, either oral or written, between the parties relating thereto. It is expressly understood that Seller's acceptance of this Agreement, by execution, delivery of product, or other performance is subject to these terms and conditions, and any additional or different terms and conditions proposed or expressed by the Seller are null and void unless specifically agreed to in writing by Buyer.

2. QUALITY, SUBSTITUTION AND DELIVERY

Seller warrants that all Product will conform to the description(s) and quality specified in the Agreement, will be merchantable and free from defects of material and workmanship, and will be fit for the purpose intended by the Buyer. All Product that does not conform to the Agreement, specification or supplied in excess of the quantity ordered may at Buyer's option be returned at Seller's expense without prejudice to any other rights or remedies available to Buyer.

3. TERMINATION

If either party commits a material breach of the Agreement and fails to remedy that breach within thirty (30) days of having received from the non-defaulting party a written notice specifying the breach and requiring it to be remedied, then the non-defaulting party will be entitled to terminate this Agreement immediately by giving written notice. In addition, either party may terminate this Agreement immediately by notice in writing if the other party becomes or is declared insolvent. Termination will be without prejudice to any other rights or remedies available.

4. ASSIGNMENT

Neither party can assign or transfer its rights and obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that Buyer may assign any or all of its rights or transfer any or all of its obligations to an Affiliate or to a successor or other transferee in business without consent. For the purpose of this Agreement, an "Affiliate" of Buyer means any member of the Infineum group of companies (in addition to the Buyer) having common ultimate parent entities each owning or controlling, directly or indirectly, fifty percent (50%) of the shares, voting powers or other evidence of ownership.

5. TITLE AND RISK OF LOSS

Title and risk of loss and damage shall pass from Seller to Buyer upon delivery and acceptance of Product by Buyer or Buyer's representative at the designated destination. Seller warrants title to the Product free of all encumbrances.

6. DELAYS, TERMINATION AND FORCE MAJEURE

Seller will notify Buyer promptly of any matter that could delay the timely performance of this Agreement. If Seller fails to make deliveries within the time specified in this Agreement, Buyer may terminate this Agreement or such part(s) of this Agreement as to which there has been a delay without liability to the Seller. Whether or not Buyer so terminates this Agreement, Seller will pay for any costs arising out of such failure. Neither party will incur any liability whatsoever, however arising, as a result of its failure to perform its obligations under this Agreement to the extent that it is prevented from such performance by circumstances beyond its reasonable control, provided that it gives notice of such circumstances as soon as possible together with sufficient details of the problem, its likely end date and corrective action plans.

7. GOVERNING LAW AND COMPLIANCE

Any dispute arising out of or relating to this Agreement, including the validity and interpretation of this Agreement and non-contractual disputes and claims, is governed by and enforced in accordance with the laws of _____.

The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of _____. Seller will comply with and will secure agreement by its subcontractors to comply with all applicable laws and regulations in the performance of its obligations under this Agreement.

8. INSPECTION AND WAIVER

All Product covered by this Agreement will be subject to final acceptance and, at Buyer's discretion, inspection, at its destination, notwithstanding any prior payment or inspection. Acceptance or inspection of all or any part of Product will not be deemed to be a waiver of Buyer's rights under this Agreement. The failure of a party to enforce or otherwise exercise any right under this Agreement will not be deemed to be a waiver of that right nor operate to bar the enforcement or other exercise of such right at any time or times thereafter.

9. USE OF BUYER'S NAME; BUSINESS ETHICS; AUDIT

Seller agrees that it will not use the name or any trademark of Buyer or any of Buyer's Affiliates in promotional material without Buyer's prior written consent. Seller will ensure that invoices and accounts are full and accurate, payments from Buyer are received exclusively on Seller's own account and no part of them are transferred or promised to any official, employee, representative or agent of any government or political party. Seller will not offer, solicit, accept or pay a bribe, kickback, facilitation payment or other improper payment ("Bribe") directly or indirectly (such as by using an agent or third party) in any form for any reason in connection with this Agreement or any dealings with or on behalf of Buyer or its Affiliates. Charitable donations must

not be used as a cover or substitute for a Bribe. The above applies equally to transactions involving foreign or domestic government officials or employees (including those of state owned enterprises) and to transactions involving persons representing public or private companies, whether in the conduct of domestic or international business. Seller will establish precautions to prevent its employees, agents, representatives and sub-contractors ("Agents") from offering, soliciting, accepting or paying any Bribe in connection with this Agreement or any dealings with or on behalf of Buyer or its Affiliates. Seller will not offer, solicit, accept or make any substantial gifts, extravagant entertainment or any payment or benefits to or from Buyer's or its Affiliates' employees, their families or third parties concerned with this Agreement. Further, Seller will establish precautions to prevent its Agents from making or offering gifts, and/or providing entertainment, payments, loans, or other consideration, for the purpose of influencing any act or decision. Seller will notify Infineum promptly upon discovery of any instance where Seller fails to comply with this clause. Buyer may audit Seller's compliance with the terms of this Agreement upon prior written notice and during normal working hours.

10. INDEMNIFICATION

Seller agrees to defend, indemnify, and hold Buyer harmless from all claims for injury or damage to persons or property arising out of Seller's negligence or willful misconduct in the performance of its obligations under this Agreement.

11. SET-OFF PROVISION

In the event Seller shall fail in any way to perform under this Agreement, Buyer may offset, as appropriate, any performance or payment due by Buyer under this Agreement or any other agreement between the parties.

12. INDEPENDENT CONTRACTOR; ACTIVITY AT BUYER'S PREMISES

Seller will transact all business pursuant to this Agreement as an independent contractor on its own behalf and for its own account. All persons who enter onto Buyer's property on Seller's behalf shall observe Buyer's safety, health, security, and traffic regulations.

13. PRICE AND PAYMENT

Except as otherwise provided expressly herein, the price for the Product is inclusive of all taxes, duties, freight, packaging and insurance charges. Product will not be invoiced earlier than the date of dispatch, and, absent agreement to the contrary, a separate invoice will be forwarded to Buyer in respect of each separate delivery of Product purchased from Seller.

14. INFRINGEMENT OF PATENTS, COPYRIGHTS, AND TRADEMARKS

Seller warrants that: (a) neither the Product supplied under this Agreement, nor any device or process embodied in it constitutes or involves an infringement of any patents, trade marks, copyright or other intellectual property rights existing at the time the Product is to be supplied; (b) the Product will be delivered free of the rightful claim of any party by way of infringement of any such intellectual property rights; and (c) the Product may be used or sold free of any rightful claim of any party by way of intellectual property right infringement or the like but only insofar as Seller was aware at the time of delivery of the use Buyer intended to make of the Product. Seller will defend, indemnify, and hold harmless Buyer, and its successors and assigns, against any and all claims, demands, losses, costs or liability arising out of or resulting from Seller's breach of the above warranty.

15. CONFIDENTIALITY

Seller agrees that it will at all times during the term of this Agreement and for a period of three (3) years after its termination keep confidential, and will not without the prior written consent of Buyer disclose to any third party, any confidential information disclosed by or on behalf of Buyer, unless such information: (a) was public knowledge or already known to the Seller at the time of disclosure; (b) subsequently becomes public knowledge other than by breach of this Agreement or any other confidentiality obligation; or (c) subsequently comes lawfully into the possession of the Seller from a third party. On termination, all documents and other records (in whatever form) containing confidential information supplied to or acquired by Seller from Buyer will be returned promptly to Buyer or destroyed by Seller on Buyer's instructions.

16. HEALTH

Seller will ensure that adequate information is conveyed to Buyer on or before the first delivery of Product as to any conditions necessary to ensure that the Product is safe and without risks to health when properly used.

17. THIRD PARTY RIGHTS

Unless expressly provided otherwise, nothing in this Agreement expressed or implied is intended or can be construed to confer upon or give to any third party any rights (including without limitation enforcement rights), remedies, benefits or basis for reliance upon, under or by reason of this Agreement. For the present purposes, "third party" does not include the parties to this Agreement, their respective successors or their permitted assigns."