

These are the General Business Conditions of Kurita UK Ltd (Reg No SC205361)

1 Definitions and Interpretation

1 Definitions

In these GBC:

“business day”		a day, other than a Saturday, Sunday or public holiday in Scotland, when banks in Edinburgh are open for business;
“Contract”		a contract between the Supplier and the customer for the sale and purchase of the Goods in accordance with the Order and these GBCs;
“customer”		the person or firm who purchases the goods from the Supplier;
“force majeure event”	majeure	any circumstance beyond our reasonable control that prevents or hinders performance;
“GBC”		our general business conditions set out in this document, as amended in accordance with the GBC;
“goods”		the goods (or any part of them) set out in the Order;
“IPR”		all patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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”		subject to Section 2, the customer's order for the goods, as set out in the customer's purchase order form or in the customer's written acceptance of our quotation, the customer's written acceptance of our quotation, or as attached overleaf, as the case may be;

“Sanctions Target” each designated individuals, legal entities, organisations, or bodies listed in the UK sanctions lists maintained by His Majesty’s Treasury or any other competent authority pursuant to the Sanctions and Anti-Money Laundering Act 2018 and associated regulations;

“Supplier” or “our” or “us” or “we” Kurita UK Ltd, Reg No SC205361 and having our registered office at 13 Naysmyth Square, Houstoun Industrial Estate, Livingston, Scotland EH54 5GG;

“VAT” value added tax (or equivalent duty or tax) chargeable from time to time; and

“Warranty Period” a period of 12 months from the date of delivery of the goods.

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 personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted and 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 includes email.

2 General

1. Our GBC apply to the exclusion of (i) any terms and conditions which a customer may seek to impose or incorporate into the Contract (whether known or provided to us or not) or (ii) any terms and conditions that are implied by law, trade custom, or course of dealing.
2. 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 the GBC.
3. Except as may be otherwise expressly agreed in writing between the us, the GBC shall continue to apply for all future business between us and the customer.

3 Formation of Contract

1. All quotations or offers issued by us (whether in writing or oral) are non-binding and shall not constitute an offer to provide either goods to the customer. We reserve the right to make reasonable technical modifications and changes to form, colour and/or weight. Any samples, drawings, descriptive matter or advertising issued by us and any descriptions of the goods contained in our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the described in them. They shall not form part of the Contract nor have any contractual force.
2. An order placed by the customer constitutes an offer, which we reserve the right to accept or reject within 14 calendar days of receipt. If we do not confirm acceptance in writing within that period, the offer shall be deemed rejected unless we implement the order in which case the order shall be deemed accepted and our GBC shall apply.
3. Our obligation to deliver is conditional upon the timely and proper performance by the customer of all obligations owed to us. We expressly reserve the right to withhold performance under the principles of non-performance and anticipatory breach, including the right to suspend performance where there is justified uncertainty as to the customer's ability or willingness to perform all or some of its obligations (including payment).
4. Unless otherwise provided in the GBC or our order confirmation, the latest version of the Incoterms (as amended from time to time) shall apply.

4 Delivery - Delivery period

1. The scope and content of our delivery obligations shall be determined by our order confirmation although any dates quoted for delivery of goods are approximate only, and the time of delivery or provision of services is not of the essence.
2. We shall not be liable for any failure or delay in performing any of our obligations under a contract to the extent that such failure or delay is caused by a force majeure event. In such event, we shall promptly notify the customer in writing and refund any advance payments made in respect of undelivered goods or unperformed services. We shall also inform the customer of the anticipated duration of the force majeure event. If the event continues for more than three months, either party shall be entitled to terminate the contract by written notice, provided that the customer may only exercise such right after giving prior notice to us of its intention to do so.
3. Unless otherwise expressly agreed in writing, all deliveries shall be made ex works in accordance with the applicable Incoterms. For the avoidance of doubt, the risk of accidental loss or deterioration of the goods shall pass to the customer at the point at which the goods are made available at our premises, even where we, at the customer's request, arrange or carry out transport to the customer's site. Where the customer holds transport insurance, it shall, to the extent permitted by law and its insurance terms, hereby assign to us any right to claim and recover compensation for losses relating to such risk of loss. The customer shall intimate such assignation to the insurer

as soon as reasonably practicable after such loss or deterioration occurs. If and to the extent that such compensation is paid to the customer rather than us, the customer shall immediately upon receipt account and pay to us the amount received by it.

4. Unloading and storage of the goods shall in all cases be at the customer's risk. Our responsibility is limited to making the goods available and, where applicable, operating any vehicle-mounted offloading equipment. If our personnel or transport contractors cause any loss or damage during unloading or related activities beyond that scope, they shall be deemed to act at the customer's risk and not as our employees or agents.
 5. In the event of delay caused by our negligence, our liability shall be limited:
 - 5.1. to 5% of the purchase price of the affected goods and/or services in respect of damages for delay in addition to performance; and
 - 5.2. to 30% of the value of the affected goods and/or services in respect of damages in lieu of performance, andthe customer waives any further claims arising from such delay.
-

5 Packaging

1. Where goods are delivered in returnable packaging, such packaging must be returned to us empty, undamaged and at the customer's cost and risk no later than four weeks after delivery to the customer's premises or other agreed delivery location. Any markings on the packaging must not be removed. Returnable packaging must not be substituted or used to transport other goods. In the case of delivery by tanker vehicle, the customer shall ensure the immediate unloading of the contents and the return to us at its own cost (including freight costs). The customer shall be liable for any delay in returning the packaging where such delay is attributable to the acts or omissions of the customer.
 2. If the customer fails to return the packaging within the time period referred to in paragraph 1 of this Section 5 above, we shall be entitled to charge a reasonable usage fee for the period following the expiry of the four-week return deadline. If, after the unsuccessful expiry of a further deadline for return set by us, the packaging is still not returned, we shall be entitled to claim and the customer shall pay the full replacement cost of the packaging, taking into account any fees already charged.
-

6 Measurements and weights

The measurements and weights specified by us shall be binding. The customer may, at its own cost, request verification by means of weighing on an official railway scale at the point of dispatch or, in the case of road transport, on an officially calibrated lorry scale.

7 Default of acceptance, incomplete unloading

1. If the customer is in default of acceptance of the goods or otherwise culpably breaches its obligations under these GBC, we shall be entitled to claim compensation for all

resulting losses, including indirect and consequential losses, as well as any additional costs reasonably incurred. This is without prejudice to any other rights or remedies available to us.

2. Upon the customer's default in accepting delivery we shall be entitled to store the goods at the customer's cost and expense.
3. If the customer fails to fully unload goods delivered by us or made available for collection at our premises in accordance with the contract, and the remaining goods must therefore be returned or disposed of by us or a carrier engaged by us, the customer shall reimburse us for all reasonably incurred costs, together with a handling fee of £300 or 20% of the net cost of the return transport or disposal, whichever is greater. This shall not apply if the customer can demonstrate that it or its agent was not responsible for the incomplete unloading. We reserve the right to claim additional damages where applicable.

8 Prices - Payment conditions

1. Unless otherwise agreed in writing, prices are quoted ex works in accordance with the applicable Incoterms. All taxes, duties, levies and other charges (including any increases in such amounts or changes to import or customs regulations occurring after the date of contract) shall be borne by the customer.
2. All prices are exclusive of amounts in respect of VAT, which shall be added to the invoice at the applicable statutory rate, and the customer shall on receipt of a valid VAT invoice pay to us such additional amounts in respect of VAT as are chargeable at the same time as payment is due in respect of the goods and/or services.
3. The customer shall make payment in accordance with the terms set out in the order confirmation and/or invoice. Unless otherwise expressly agreed or provided for in an invoice, all invoices are payable upon delivery and shall be paid within 30 days in full and in cleared funds as directed by us.
4. Time of payment shall be of the essence of the contract between us and the customer.
5. The customer shall have no right of set-off counterclaim, deduction, or withholding except in respect of such deductions or withholdings as are required by law or claims that are either (a) finally determined by a court of competent jurisdiction, or (b) acknowledged by us in writing. This restriction shall not apply to the customer's claims for defects arising from the same contractual relationship.
6. If the customer fails to make payment by the due date, we shall be entitled to charge interest at the statutory rate applicable to late commercial payments (currently 8% per annum above the Bank of England base rate), and at 8% per annum where the base rate is below 0%, without prejudice to any other rights or remedies available to us.

9 Termination

1. Either party may without affecting any other right or remedy available to it terminate the contract with immediate effect by giving written notice to the other party if:
 - a) the other party commits a material breach, and such breach has not been remedied within 30 calendar days of notification by the other party that it must do so;
 - b) the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this paragraph;
 - c) the other party suspends or ceases, or threatens to suspend or cease carrying on its business; or
 - d) the other party'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.
 2. Without affecting any other right or remedy available to us, we 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.
 3. Without affecting any other right or remedy available to us we may suspend all further deliveries of goods or services under the contract or any other contract between the customer and the supplier if the customer fails to pay any amount due under the contract on the due date for payment
 4. The customer must notify us within an appropriate timeframe upon our request, if he wishes to terminate the contract pursuant to Section 9.1 above.
-

10 Liability for defects

1. We warrant that on delivery, and for the Warranty Period, any goods delivered shall:
 - (a) conform in all material respects with their description or the specification of goods set out in the relevant order and, for the avoidance of doubt, to the fullest extent permitted by law claims for defects or non-conformance shall be excluded where the defect or non-conformity constitutes only a minor deviation from the agreed specification or results in only a negligible impairment of the goods' fitness for purpose; and
 - (b) be free from material defects in design, material and workmanship,and, for the avoidance of doubt, to the fullest extent permitted by law claims for defects or non-conformance shall be excluded where the defect or non-conformity constitutes only a minor deviation from the agreed specification or results in only a negligible impairment of the goods' fitness for purpose.

2. The customer shall inspect the goods immediately upon delivery and shall notify us in writing of any apparent defect or non-compliance with the warranties set out in paragraph 1 of Section 10 without delay. Where a defect that was not reasonably detectable at the time of delivery becomes apparent following the delivery date (but within the Warranty Period) the customer shall notify us in writing within two business days of discovery. The customer shall bear the burden of proof in respect of all elements of the claim, including the existence of the defect or non-conformity, the time at which it arose, and the timeliness of the notice.
3. Subject to paragraph 4 of Section 10, if:
 - (a) the customer gives timely notice in writing in accordance with paragraph 2 of Section 10;
 - (b) we are given a reasonable opportunity to examine the goods which are subject of the notice; and
 - (c) the customer (if we so require) returns such goods to our nominated place of business at the customer's cost;we shall, at our option and to the extent that we agree that such goods do not comply with the warranty set out in paragraph 1 of Section 10, repair or replace the defective or non-conforming goods, or refund the price of such goods in full.
4. Claims under paragraph 1 of Section 10 shall be excluded where:
 - (a) the customer makes any further use of such goods after giving a notice in accordance with paragraph 2 of Section 10;
 - (b) the defect arises because the customer failed to follow our oral or written instructions as to the storage, commissioning, installation, use or maintenance of the goods or (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of us following any drawing, design, instruction or specification supplied by or on behalf of the customer;
 - (d) the customer alters or repairs such goods without our written consent;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (f) the goods differ from their description or the order specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
5. Except as provided in this Section 10, we shall have no liability to the customer in respect of the goods' failure to comply with the warranty set out in paragraph 1 of Section 10.
6. The GBC shall apply to any repaired or replacement goods supplied by us.

11 Intellectual property rights

1. We retain (and nothing in a Contract assigns to the customer any or all of our rights in) any and all IPR in all good, services, images, drawings, calculations and other documents provided or supplied to the customer or otherwise arising out of or in connection with the contract between us and the customer and the goods delivered under the contract. This includes any materials expressly marked or otherwise treated

as confidential. Such materials may not be disclosed to third parties without our prior written consent.

2. Any claims for damages by the customer in respect of the infringement of IPR shall be subject to the limitations set out in Section 12.
 3. Where goods supplied by us but manufactured by a third party infringe a third party's IPR, we may, at our discretion and at our own expense, either pursue claims against the relevant manufacturer or supplier on the customer's behalf or assign such claims to the customer.
 4. Subject to the other provisions of the GBC, warranty claims by the customer in respect of such IPR infringement shall only arise if enforcement of the relevant claims against the manufacturer or supplier through the courts have been unsuccessful or cannot reasonably be pursued due to their insolvency or bankruptcy.
 5. The contract does not grant to the customer any right, title, licence or interest whatsoever in and to or to use, divulge or disclose any of our IPR.
-

12 Liability

1. The limits and exclusions in this Section 12 reflect the insurance cover we have been able to arrange. The customer is responsible for making its own arrangements for the insurance of any excess liability.
2. References to liability in this Section 12 include every kind of liability arising under or in connection with the contract including liability in contract, delict or tort (including negligence) or otherwise.
3. Nothing in the Contract limits any liability for:
 - 3.1 death or personal injury caused by negligence;
 - 3.2 fraud or fraudulent misrepresentation;
 - 3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 3.4 defective products under the Consumer Protection Act 1987;
 - 3.5 any liability that legally cannot be limited; or
 - 3.6 the customer's payment obligations under the contract.
4. Subject to paragraph 3 of Section 12, our total liability to the customer shall not exceed £5,000,000.
5. Subject to paragraph 3 of Section 12, the following types of loss are wholly excluded:

- 5.1 loss of profits (including loss of anticipated savings);
 - 5.2 loss of sales or business;
 - 5.3 loss of agreements or contracts;
 - 5.4 loss of use or corruption of software, data or information;
 - 5.5 loss of or damage to goodwill; and
 - 5.6 indirect or consequential loss or damage.
6. We have given commitments as to compliance of the goods with relevant specifications in Section 10. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the contract.
7. This Section 12 shall survive termination of the contract.
-

13 Trademarks

Without prejudice to Section 11, where any goods and/or products supplied by us bear our trademarks, logos, trade branding or other brand identifiers (or other IPR), the customer shall not use such trademarks, logos, trade branding or other brand identifiers (or other IPR) in relation to any goods or products which have been refilled, processed, mixed, or otherwise altered, without our express prior written consent.

14 Retention of title

1. We reserve title to all goods supplied until full payment of all sums due to us under the contract (or any other contract(s) in place between us and the relevant customer) has been received. Where a current account has been agreed between the customer and us, such retention of title shall extend to the acknowledged balance. The same shall apply where no balance has been formally acknowledged but a notional balance is drawn, for example due to the customer's insolvency or liquidation.
2. In the event that we become entitled to terminate the contract in terms of this contract (including for breach), before title to goods has passed to the customer, we may reclaim such goods. The customer hereby irrevocably permits us, upon presentation of these terms, to enter its premises during normal business hours to recover the goods where the customer fails or is unable to promptly deliver up all goods in its possession.
3. Subject to paragraph 9 below, the customer shall be entitled to resell goods which are subject to retention of title in the ordinary course of business (but not otherwise). If the Customer resells the goods before we receive payment in full for the goods, it does so as principal and not as our agent and title to the goods shall pass from us to the Customer immediately before the time at which resale by the Customer occurs. In such cases and without prejudice to any other rights or remedies that we may have against the customer, the customer hereby assigns to us all rights or claims arising from such

resale, limited to the value of the goods as invoiced by us (including VAT). We hereby accept such assignment and the Customer shall intimate in writing such assignment to the third party to whom it has sold such goods. . The customer shall be entitled to collect the assigned claims unless and until it defaults on its payment obligations. In such event, we may revoke the customer's right to collect, and the customer shall, upon request, provide us with all necessary information and documents to enable collection by us. We may also revoke the customer's right to resell and/or collect assigned claims if the customer is in default or becomes subject to insolvency proceedings. In such circumstances, we may also require the customer to deliver up all goods in its possession and control 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 goods are stored, to recover them. The customer shall procure entry to any such third party's premises if requested to do so by us.

4. Any processing of goods subject to retention of title shall be carried out by the customer on our behalf. Where such processing involves goods from other suppliers which are also subject to retention of title, our co-ownership in the newly created goods shall extend pro rata to the value of our unpaid claim (invoiced amount plus VAT).
5. Where goods subject to retention of title are combined, commingled or mixed with other items, we shall acquire co-ownership in the resulting product in proportion to the value of our goods (based on the invoiced amount plus VAT). The customer shall hold such co-owned property in safe custody on our behalf.
6. The customer shall promptly notify us in writing of any seizure of the goods or other interference by third parties with regard to the goods. To the extent that the third party is unable to reimburse us for court costs and other expenses incurred in protecting our rights, the customer shall be liable for such costs and other expenses.
7. Where the realisable value of the security interests granted to us exceeds our claims by more than 10%, we shall, at the customer's request, release a corresponding portion of the security. We shall have discretion as to which securities to release.
8. Until title to the goods has passed to the customer, the customer shall:
 - 8.1 store the goods separately from all other goods held by the customer so that they remain readily identifiable as our property;
 - 8.2 not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
 - 8.3 maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 8.4 notify us immediately if it becomes subject to any of the insolvency events listed in Section 9; and
 - 8.5 give the Supplier such information as we may reasonably require from time to time relating to:

8.5.1 the goods; and

8.5.2 the customer's ongoing financial position.

15 Hardship

1. If, for any reason, our costs in respect of the product or service (including, without limitation, costs of energy, transport or raw materials) increase, or if there is a material change in the circumstances existing at the date of the contract such that it would be unreasonable to require us to perform one or more of our contractual obligations, we shall be entitled, by written notice to the customer, to propose revised terms to alleviate such hardship.
 2. If the parties are unable to agree to such revised terms within 30 calendar days of the customer receiving notice of our request for renegotiation, we shall be entitled to terminate the contract with immediate effect.
-

16 Tariff Regulation Adjustment

1. In the event of any changes to applicable tariff regulations – including, without limitation, the imposition of new tariffs, increases in existing tariffs, or changes to tariff classifications or related regulations – which materially affect the cost of goods or services as at the date of the contract and result in an increase in the total cost of performing the contract (having regard to the development of other cost components over the same period), we shall be entitled, by written notice to the customer, to propose revised terms of the contract proportionate to such cost increase.
 2. If the parties are unable to agree to such revised terms within 20 calendar days of the customer receiving notice of our request for renegotiation, we shall be entitled to terminate the contract.
-

17 Sanctions

1. The United Kingdom maintains sanctions legislation under the Sanctions and Anti-Money Laundering Act 2018 and associated regulations, which may prohibit the direct or indirect making available of funds or economic resources (including any form of financial assets) to designated individuals, legal entities, organisations, or bodies listed in the UK sanctions lists maintained by His Majesty's Treasury or any other competent authority.
2. If we have reasonable grounds to suspect that the customer:
 - a. is a Sanctions Target;
 - b. is owned or controlled by, or connected with, or acting in coordination or on behalf of, a Sanctions Target; or
 - c. is otherwise involved in the provision of funds or economic resources to any Sanctions Target,

we shall be entitled to suspend performance of the contract and/or withhold delivery, or to terminate the contract with immediate effect, pending full resolution of the relevant concerns, taking into account the customer's legitimate interests.

3. The customer shall, upon request, promptly provide all information and documentation we reasonably require in order to investigate and resolve any such concerns.

18 Miscellaneous

1. No variation of the contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
2. 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. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
3. 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 or part-provision of the Contract is deemed deleted under this paragraph 3, 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.
4. A person who is not a party to the contract shall not have any rights to enforce any term of the contract.
5. Without prejudice to any other rights or remedies that we may have, the customer acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of Section 11 by us. Accordingly, the Buyer shall be entitled to the remedies of interdict or specific implement for any threatened or actual breach of the terms of Section 11.
6. We shall be entitled to assign, transfer or deal in any other manner with any or all of our rights and obligations under the contract to another member of the group of companies of which we form part without the customer's consent. The customer shall not be entitled to assign, transfer or deal in any other manner with any or all of its rights and obligations under the contract.
7. The courts of Scotland shall have exclusive jurisdiction over all disputes arising out of or in connection with the GBC, including any non-contractual claims. Notwithstanding the foregoing, we shall also be entitled to bring proceedings against the customer in the courts of the customer's principal place of business.

8. The GBC and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with them shall be governed by and construed in accordance with the laws of Scotland.