

Teknor Apex Procurement Terms and Conditions

1. DEFINITIONS

Buyer shall mean Teknor Apex Asia Pacific Pte Ltd and Vendor shall mean THE PERSON, FIRM OR COMPANY TO WHOM THE ORDER IS ADDRESSED.

2. PRICING AND AGREEMENT

2.1 Agreement by Vendor to furnish the materials or services hereby ordered, or its furnishing of such materials or services in whole or in part, constitute acceptance by Vendor of this order subject to this terms and conditions.

2.2 The order shall not be filled at prices higher than indicated on the face hereof unless otherwise provided in writing. In the event that this order does not state price or delivery, buyer will not be bound to any price or delivery to which buyer has not specifically agreed in writing or any terms or conditions proposed by Vendor inconsistent with or in additions to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed to by Buyer.

2.3 Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Buyer.

2.4 The terms and conditions, together with such modifications and with such data relating to price and delivery as are accepted in writing by Buyer, constitute the entire agreement between the parties. The rights of both parties hereunder shall be in addition to their rights and remedies at law or equity. Failure of Buyer to enforce any of its right shall not constitute a waiver of such rights or of any other rights.

3. PACKING AND SHIPMENT

3.1 Deliveries shall be made as specified and material shall be suitably packed to insure against damage from weather or transportation to secure lowest transportation costs and in accordance with the requirements of common carriers.

3.2 Buyers purchase order numbers must be plainly marked on all invoices, packages, bills of landing and shipping orders. Packaging list shall accompany each shipment showing Buyers purchase order number and description of materials. Buyers count or weight shall be final and conclusive on shipments not accompanied by packaging lists. Shipping receipts or bills of lading shall be sent to Buyers Purchasing Department/Shipping Department on date material is shipped. Invoices shall be mailed in duplicate to the attention of Buyers Accounting Department immediately after each shipment.

4. DELIVERY

Except as herein after specified, delivery shall be strictly in accordance with the delivery schedule set out, or referred to, in this purchase order. If Vendors deliveries fail to meet such schedule with the result that Buyer elects

4.1 The Buyer shall notify the Vendor the delivery date and address where the goods are to be delivered whether by phone or in writing unless the same has already been stated in the Purchase Order.

4.2 The Vendor shall notify the Buyer in writing if there is likelihood of delay in meeting the delivery schedule.

4.3 The Vendor shall not deliver the goods in parts unless the Buyer has agreed to it.

4.4 The Vendor shall not deliver the goods before the delivery date unless the Buyer has agreed to it.

4.5 The Vendor shall deliver the goods to the Buyer with the Delivery Order(s) which shall identify the goods and the quantity. The Buyer may at its option reject the goods delivered or any part thereof if the Buyer subsequently discovers that the goods do not conform to the specifications or the description stated in the Purchase Order or the sample notwithstanding that the Buyer may have accepted the goods or anything which is stated in the Delivery Order(s) confirming that the goods were received in good order and condition.

4.6 The Delivery Order(s) accompanying the goods shall state clearly the specifications or the description as stated in the Purchase Order, quantities and full Purchase Order Reference(s)/Purchase Order Number(s).

5. LOSS OR DAMAGE IN TRANSIT

5.1 The risk in the goods shall remain with the Vendor until they are delivered to the Buyer at the designated location as according to the agreed delivery terms as stated in the purchase orders.

5.2 The goods will only be considered delivered if the goods are physically delivered and the Buyers authorized representative has signed on the Delivery Order(s) acknowledging receipt of the goods.

5.3 The Vendor shall take out such insurance coverage as it deems fit to insure the goods up to the time when the risk in the goods is passed to the Buyer at its own cost.

6. CHANGES

6.1 Buyer may at any time, by written order, make changes in quantities or in drawings and specifications, require additional work or direct the suspension or omission of work covered by this Purchase Order. If such changes cause an increase or decrease in the amount hereunder or in the time required for performance, an equitable adjustment shall be made and this Purchase Order shall be modified accordingly by appropriate change order.

6.2 Seller needs to notify buyer of any changes made to the product and or service being procured here within changes constitute the following: specification, formulation, equipment, process, feed stock, packaging, and/or location. Seller should use reasonable judgement to notify buyer immediately of pending changes that may impact the safety, quality and efficacy of the product and or service being procured here within.

7. INSPECTION AND WARRANTY

7.1 Goods purchased are subject to inspection and approval by the Buyer or Buyers customer, at ultimate destination. Title to, and (except as hereinafter provided) risk of loss for the goods shall pass only upon delivery to, and inspection at, ultimate destination.

7.2 Vendor expressly warrants that all goods ordered to specifications will conform thereto and to drawings, samples or other descriptions furnished by Buyer or if not ordered to specifications will be fit and sufficient for the purpose intended, and that all articles will be merchantable, of good quality and workmanship, and free from defect for a period of one year from date of final acceptance by the Buyer or longer if so required by the Contract.

7.3 The buyer has the right to return defective material or over-shipments at the expense of the Vendor for credit at the full price but without prejudice to any other rights of the Buyer as herein contained or as conferred by law.

8. INFRINGEMENT

8.1 Vendor warrants that the goods described herein, and the sale or use of them will not infringe on any patent, invention, trademark, design or copyright. Vendor also covenants that it will defend at its cost and expense, every action which of any infringement by reason of the sale or, use of such goods and Seller agrees to pay at all costs, damages, fines and profits recoverable in any such action as well as pay all royalties and license fees required for the continued use and sales of said goods.

9. TERMINATION

9.1 In the event the Vendor shall be adjusted as bankrupt, or make a general assignment for the benefit of creditors, or a Receiver be appointed on account of the insolvency of the Vendor, or should the Vendor at any time refuse or neglect to make delivery within the times provided or fail in the performance of any of the agreements herein contained or adopted, Buyer shall be at liberty without prejudice to any other right or remedy and on three days notice to the Seller, to make arrangements with another supplier to provide the items, herein ordered and to deduct the cost thereof from any payments there or thereafter due to Vendor or to terminate the agreement and to hold the Vendor liable for any additional cost thereby incurred.

10. SERVICES

10.1 In the event services are to be performed by the Vendor, whether or not at the Buyers plant site, all services to be performed shall be under the supervision of Vendor or its agent. Vendor shall at all times carry, such property and personal injury Insurance as Buyer determines is appropriate to the nature and location of such services. Buyer shall not be liable for injury or damage caused through Vendors negligence during the performance of such services.

11. CORPORATE SOCIAL RESPONSIBILITY

11.1 Supplier shall comply with all applicable (inter)national laws, rules and regulations, standards and orders in connection with the performance of this purchase order, including, but not limited to, all applicable laws, rules and regulations relating to international trade, human rights, human trafficking in supply chains, illegal labor practices, embargos, conflict minerals, import and export control and sanctioned party lists.

12. SUPPLIER CODE OF CONDUCT

12.1 Supplier shall abide by the Teknor Apex Company Supplier Code of Conduct and ensure that the principles embodied therein are likewise followed throughout their supply chain.