



GENERAL TERMS AND CONDITIONS

- (1) **TERMS.** This Agreement contains all the terms and conditions of sale and purchase of materials between Victrex USA, Inc. and its affiliates ("Seller") and Buyer and constitutes the complete understanding of the parties with respect thereto. All Seller proposals, all acceptance of Buyer's materials orders, and all sales by Seller are limited to, and made conditional upon Buyer's acceptance of and assent to this Agreement. No modification, extension or release from any provision hereof will be affected by mutual agreement, acknowledgement, acceptance of purchase order or shipping instruction forms, any other document containing additional or different provisions, conflicting oral representations by any agent or employee of Seller, or otherwise, unless in a writing that is signed by the party to be bound and that is specifically described as an amendment or extension of this Agreement. No waiver by either Seller or Buyer with respect to any breach or default of any right or remedy, and no course of dealing, will be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy. This Agreement and performance hereunder will be construed and governed by the laws of Pennsylvania. Buyer consents to personal jurisdiction in state and federal courts located in Pennsylvania with respect to any action arising from or relating to this Agreement and any such action will be brought in such courts. Neither this Agreement nor any interest therein may be transferred or assigned by Buyer except upon the prior written consent of Seller. Neither this Agreement, nor any terms or conditions contained herein will be construed as creating a partnership, joint venture or agency relationship or the granting of a franchise.
- (2) **SHIPMENTS.** Title to all materials sold hereunder will pass to Buyer upon Seller's delivery at the F.O.B. point indicated, unless otherwise indicated on the face hereof. Seller's weights taken at shipping point will govern.
- (3) **BUYER'S CREDIT.** Seller reserves the right, among other remedies, either to terminate this Agreement or to suspend further deliveries in the event Buyer fails to pay for any one shipment of materials when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller for future deliveries and for materials theretofore delivered.
- (4) **EXCUSE OF PERFORMANCE.** Neither party will be subject to any liability for delay in performance or nonperformance as a result of fire, flood, natural catastrophe, strike, labor trouble, accident, riot, act of governmental authority or compliance with government request, act of God, or other contingencies and circumstances beyond its reasonable control interfering with the production supply, transportation, or consumption of the materials covered by this Agreement or with the supply of any raw materials (including energy sources) used in connection therewith, or the inability of Seller to purchase raw materials at a commercially reasonable price, or in the event Seller ceases or suspends the operations of any facility where it is producing any quantity of materials deliverable hereunder and such termination or suspension is made by Seller because said facility, the operation thereof, and/or the product therefrom violates or fails to comply with any applicable governmental law, regulation, ordinance, standard, order or decree relating to pollution, ecology, occupational safety and health, or environmental matters. Quantities so affected may be eliminated from the Agreement without liability, but the Agreement will otherwise remain unaffected. Seller may, during any period of shortage due to any cause, prorate and allocate its supply of materials among itself for its own consumption, its subsidiaries, its affiliated companies, its accepted orders, its contract customers and its regular customers not then under contract in such manner as may be deemed reasonable by Seller at its sole discretion. In no event will Seller be obligated to purchase any materials in order to satisfy any obligation to provide materials hereunder.
- (5) **FREIGHT AND TAXES.** Any increase in freight rates paid by the Seller on shipments covered by this Agreement and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Seller of producing, selling or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by Seller because of the importation, production, sale or delivery of the materials, other than income or franchise taxes, may at Seller's option, be added to the purchase price herein specified. Buyer is responsible for all costs associated with the return of materials unless authorized in writing by Seller.
- (6) **LEGAL DISCLAIMER.** It is critical that Buyer makes its own, independent evaluation of the suitability of materials, services, information and recommendations for its application or use provided by Seller. Seller provides these items in good faith but makes no warranty or guarantee, express or implied, that any results described will be obtained under end use conditions or regarding the effectiveness or safety of any design incorporating our products, services, information or recommendations. Except as expressed in Section 8, Seller will not be responsible for any loss resulting from any use of such materials, services, information or recommendations.
- (7) **LIMITED WARRANTY.** Subject to the limitation of Section 8, Seller warrants title and that all materials delivered hereunder conform to Seller's standard specifications. All materials delivered hereunder will be produced in compliance with the Fair Labor Standards Act of 1938, as amended. SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, PATENT NON-INFRINGEMENT OTHER THAN AS PROVIDED HEREIN, OR ANY OTHER MATTER WITH RESPECT TO THE MATERIALS, whether used alone or in combination with other substances. Any suggestions made by Seller concerning uses or applications of the materials reflect Seller's opinion only and Seller makes no warranty of results to be obtained.
- (8) **LIMITATION OF LIABILITY.** Upon receipt of each shipment of materials sold hereunder, Buyer will examine such materials for any damage, defects or shortage. All claims, including claims for alleged damaged or defective goods, shortage or non-deliverance of goods, negligence or any other cause whatsoever, will be deemed waived unless made in writing upon Buyer's receipt of the materials. Notwithstanding the foregoing, after Buyer's receipt of the materials, Seller will accept claims relating to the conformance with Seller's specification for the materials, if Seller is notified in writing of any such claim within twenty one (21) calendar days of Buyer's receipt of the materials to which the claim is related and Buyer provides Seller with a minimum of one (1) pound of unaltered material relating to the claim for analysis by Seller in order to validate the claim. Buyer's failure to give timely notice of any such claim and/or to provide the required minimum material sample will be deemed an absolute and unconditional waiver of any such claim, regardless of whether processing, use, or resale of the material has taken place. BUYER'S EXCLUSIVE REMEDY WILL BE FOR DAMAGES AND SELLER'S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ALLEGED NEGLIGENCE, WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MATERIALS IN RESPECT TO WHICH THE CLAIM IS MADE, OR AT THE ELECTION OF SELLER, THE REPAIR OR REPLACEMENT OF SUCH MATERIALS. In no event will Seller be liable for, and Buyer assumes all responsibility for, any and all personal injury and property damage resulting from the handling, possession, use or resale of the materials. In no event will Seller be liable for special, incidental or consequential damages, whether Buyer's claim is in contract, negligence, strict liability or otherwise.
- (9) **PATENTS.** Except as to materials manufactured to designs or specifications of Buyer, Seller agrees to indemnify and hold Buyer harmless from liability for costs and damages awarded against Buyer for infringement of any United States patent claims covering the materials in the form in which it is furnished hereunder. Buyer will give Seller prompt notice of any suit for infringement brought against Buyer and permit Seller to defend such suit. However, in no event will Seller be liable for any infringement based upon the making, using, offering to sell, selling or importing of materials in combination with other materials, as a part of any device, or used in any process. Buyer will indemnify and hold Seller harmless from liability for all attorneys' fees, costs or damages awarded against Seller for infringement of any patent covering materials manufactured to designs or specifications of Buyer, or any claim against Seller for contributory or inducing infringement resulting from Buyer's implementation or use of the materials furnished hereunder. Seller is not responsible, and has no indemnification obligation, for any compromise or settlement made by Buyer without Seller's written consent. This paragraph sets forth Seller's entire liability for infringement, and in no event will Seller be liable for any consequential damages attributable to any infringement or Buyer's attorneys' fees or costs in any such litigation and/or negotiation.
- (10) **INTELLECTUAL PROPERTY.** Buyer acknowledges that this Agreement does not operate to vest in Buyer any right, title or interest in the intellectual property rights of Seller, including any ideas, know-how or inventions developed by Seller in the course or performance of this Agreement.
- (11) **ADJUSTMENT TO PRICE AND TERMS.** At any time during the term of this Agreement, Seller may, upon written notice to Buyer, change the price, transportation or payment terms specified herein effective on the date set forth in such notice. Seller's prices and terms of delivery as in effect on date of shipment will govern. Buyer's failure to make written objection of any such change within fifteen days of such notice will be deemed acceptance thereof. If Buyer does make timely objection, Seller will notify Buyer within fifteen days of such objection of Seller's election to either terminate the Agreement or to supply Buyer under the Agreement as in effect immediately prior to the announced change. Seller reserves the right to terminate this Agreement upon written notice to Buyer in the event that if any governmental authority in any way restricts or limits the right of Seller to increase its prices or to continue any price already in effect.
- (12) **UNLOADING AND DEMURRAGE.** Seller's delivery equipment, if furnished hereunder, is furnished with the understanding that Buyer will use all reasonable effort to unload and return the same to the delivering carrier within the tariff or contracted period free from demurrage or extra detention charges. Buyer is solely responsible for any demurrage or extra detention charges on such equipment.
- (13) **NO HUMAN IMPLANTATION.** Buyer will not use, or cause to be used, any materials furnished hereunder for any application intended for human implantation. Seller may immediately terminate this Agreement or suspend further shipments of materials to Buyer, in the event that Buyer has breached this Section or if Seller reasonable believes that Buyer intends to or has breached this Section.
- (14) **PAYMENT DATES.** All amounts due for shipped materials are due net 30 days from the date of the invoice for the shipment. All invoices paid after that due date will be assessed a late payment service charge of 18% per annum, or the maximum allowed by applicable law, whichever is less. Invoices are deemed paid on the date of receipt of payment by Seller during normal business hours. In the event that Seller brings any action to collect payment from Buyer, Seller will be entitled to the award of its reasonable attorney's fees, costs, and other reasonable disbursements, in addition to any other relief to which Seller may be entitled.