

Keltan[®] KSA Self-Service Portal Registration Form

A: CONTACT INFORMATION

1. Please enter your full name : Tom Ford
2. Please enter your email address : xxx.xx@arlanxeo.com

The email address above will be registered for the Account you are applying for. Password and all access rights will be connected to this email. If we need to get in touch with you for more information, we will also do so via this email address.

3. Please enter your contact number : +31 xx xxxxxxxx
4. What is your designation/role in the company? Purchasing manager
5. What is the full legal name of your company?

Arlanxeo Netherlands B.V.

What is the full address of your company?

Urmonderbaan 24, 6167 RD Geleen, The Netherlands

B: ROLE REQUEST

6. Which roles would you like to register for in the Self-Service Portal? (You may choose multiple)

- Technical (i.e. accessing technical documents, requesting samples)
- Purchasing (i.e. placing and following the status of orders, requesting samples)
- Claims (i.e. entering of complaints)

If you have **only** chosen a **Technical** role, please skip the next questions and **move to Section D.**

B: WEB SHOP REQUEST

7. Is your purchasing (sold-to) legal entity an existing ARLANXEO customer?

- Yes
- No

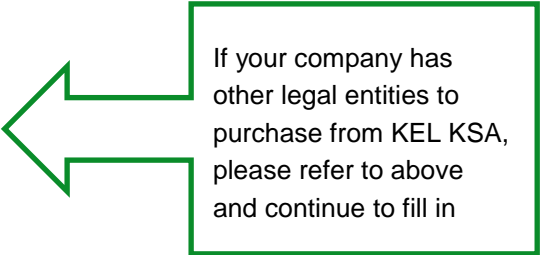
If you are a new customer to ARLANXEO, we might come back to you to verify your company information. The registration process might take up to 2 weeks for new customers.

8. Please provide us with the relevant purchasing information for registration to purchase Keltan[®] KSA. If you will be purchasing for multiple legal entities of your company, please fill in multiple entries.

I. Sold-To Company Name : Arlanxeo Netherlands B.V.
Sold-To Address : Urmonderbaan 24, 6167 RD Geleen, The Netherlands
Tax ID Number : NL005198203B01
Bill-To Company Name : Arlanxeo Netherlands B.V.
Bill-To Address : Urmonderbaan 24, 6167 RD Geleen, The Netherlands
Ship-To Company Name : Arlanxeo Netherlands B.V.
Ship-To Country : The Netherlands
Consignee Name : Arlanxeo Netherlands B.V.
Notify Party Name : Arlanxeo Netherlands B.V.
Notify Party Email : xxx.xx@arlanxeo.com
Notify Party Address : Urmonderbaan 24, 6167 RD Geleen, The Netherlands

Please attach a copy of your company letter with Letterhead that states the Sold-To name and Tax-ID number

II. Sold-To Company Name : [Click here to enter text.](#)
Sold-To Address : [Click here to enter text.](#)
Tax ID Number : [Click here to enter text.](#)
Bill-To Company Name : [Click here to enter text.](#)
Bill-To Address : [Click here to enter text.](#)
Ship-To Company Name : [Click here to enter text.](#)
Ship-To Country : [Click here to enter text.](#)
Consignee Name : [Click here to enter text.](#)
Notify Party Name : [Click here to enter text.](#)
Notify Party Email : [Click here to enter text.](#)
Notify Party Address : [Click here to enter text.](#)

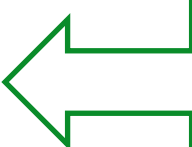


If your company has other legal entities to purchase from KEL KSA, please refer to above and continue to fill in

Please attach a copy of your company letter with Letterhead that states the Sold-To name and Tax-ID number

III. Sold-To Company Name : [Click here to enter text.](#)

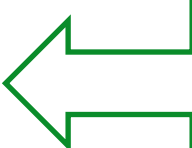
- Sold-To Address : [Click here to enter text.](#)
- Tax ID Number : [Click here to enter text.](#)
- Bill-To Company Name : [Click here to enter text.](#)
- Bill-To Address : [Click here to enter text.](#)
- Ship-To Company Name : [Click here to enter text.](#)
- Ship-To Country : [Click here to enter text.](#)
- Consignee Name : [Click here to enter text.](#)
- Notify Party Name : [Click here to enter text.](#)
- Notify Party Email : [Click here to enter text.](#)
- Notify Party Address : [Click here to enter text.](#)



If your company has other legal entities to purchase from KEL KSA, please refer to above and continue to fill in

Please attach a copy of your company letter with Letterhead that states the Sold-To name and Tax-ID number

- IV.
- Sold-To Company Name : [Click here to enter text.](#)
 - Sold-To Address : [Click here to enter text.](#)
 - Tax ID Number : [Click here to enter text.](#)
 - Bill-To Company Name : [Click here to enter text.](#)
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 - Ship-To Company Name : [Click here to enter text.](#)
 - Ship-To Country : [Click here to enter text.](#)
 - Consignee Name : [Click here to enter text.](#)
 - Notify Party Name : [Click here to enter text.](#)
 - Notify Party Email : [Click here to enter text.](#)
 - Notify Party Address : [Click here to enter text.](#)



If your company has other legal entities to purchase from KEL KSA, please refer to above and continue to fill in

Please attach a copy of your company letter with Letterhead that states the Sold-To name and Tax-ID number

- V.
- Sold-To Company Name : [Click here to enter text.](#)
 - Sold-To Address : [Click here to enter text.](#)
 - Tax ID Number : [Click here to enter text.](#)
 - Bill-To Company Name : [Click here to enter text.](#)
 - Bill-To Address : [Click here to enter text.](#)

Ship-To Company Name : [Click here to enter text.](#)
Ship-To Country : [Click here to enter text.](#)
Consignee Name : [Click here to enter text.](#)
Notify Party Name : [Click here to enter text.](#)
Notify Party Email : [Click here to enter text.](#)
Notify Party Address : [Click here to enter text.](#)

Please attach a copy of your company letter with Letterhead that states the Sold-To name and Tax-ID number

C: PURCHASING - ACCEPTANCE OF TERMS AND CONDITIONS OF SALE

For **Purchasing roles**, please refer to our General Terms and Conditions of Sale as attached in the Annex to this form. You will be informed via the Web Shop of any update of our General Terms and Conditions of Sales. Your registration cannot be processed if you do not accept our General Terms and Conditions of Sales.

US Customers:

I hereby accept the General Terms and Conditions of Sale of **ARLANXEO USA LLC**, as attached.

Non-US Customers:

I hereby accept the General Terms and Conditions of Sale of **ARLANXEO Netherlands B.V.**, as attached.

D: VERIFICATION OF INFORMATION PROVIDED

I hereby verify that all information filled in this form is factually correct

Date : [Monday, July 23, 2018](#)

City, Country : [Geleen, The Netherlands](#)

Signature : [Tom Ford](#)

Please send the filled signed form to keltanksa_info@arlanxéo.com. If you are registering for a **Purchasing role**, please do not forget to also include a copies of your Company Letterhead that show clearly the Sold-to name and Tax ID number of the entities that you will be purchasing for.

We may contact you via email if required, for additional information. Once your registration has been approved, you will receive an email with log-in details for the Keltan[®] KSA Self-Service Portal.

GENERAL TERMS AND CONDITIONS OF SALE OF ARLANXEO Netherlands B.V.

Seller (as defined below) hereby expressly rejects the applicability of any general conditions of the Customer (as defined below)
These General Terms and Conditions of Sale contain conditions limiting or excluding liability

1. GENERAL

- 1.1 These General Terms and Conditions of Sale ("Conditions") govern the offering, sale and delivery of all goods and/or services (the goods and services herein both separately and jointly referred to as: the "Goods") from or on behalf of ARLANXEO Netherlands B.V. ("Seller") to customer ("Customer") and apply to all similar dealings between Seller and Customer.
- 1.2 These Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties in respect of the sale and delivery of the Goods and shall apply in preference to and supersede any and all terms and conditions of any order placed by Customer and any other terms and conditions submitted by Customer. Failure of Seller to object to terms and conditions set by Customer shall in no event be construed as an acceptance of any terms and conditions of Customer. Neither Seller's commencement of performance nor Seller's delivery shall be deemed or constituted as acceptance of any of Customer's terms and conditions. If these Conditions differ from any terms and conditions of Customer, these Conditions and any subsequent communication or conduct by or on behalf of Seller, including, without limitation, confirmation of an order and delivery of Goods, constitutes a counter-offer and not acceptance of such terms and conditions submitted by Customer. Any communication or conduct of Customer which confirms an agreement for the delivery of Goods by Seller, as well as acceptance by Customer of any delivery of Goods from Seller shall constitute an unqualified acceptance by Customer of these Conditions.
- 1.3 These Conditions may only be varied or waived by a duly executed written agreement between Seller and Customer.
- 1.4 By contracting on the basis of these Conditions, Customer agrees to the applicability thereof in respect of future dealings as described in paragraph 1.1, even if this is not expressly stated. Seller shall be entitled to update and/or amend these Conditions regularly and by and as of the moment of notifying Customer of such update or amendment or by sending Customer the updated or amended Conditions, these revised Conditions shall apply to all dealings between Seller and Customer.
- 1.5 Seller and Customer agree that valid, enforceable and binding obligations may result from electronic means of communication. Any electronic communication between Seller and Customer shall be considered to be a "writing" and/or "in writing".

2. QUOTATIONS, ORDERS AND CONFIRMATION

- 2.1 Quotations, made by Seller in whatever form, are not binding upon Seller and merely constitute an invitation to Customer to place an order. All quotations issued by Seller are revocable and subject to change without notice. Orders are not binding until accepted by Seller in writing ("Seller's Confirmation"). Seller is always entitled to refuse an order without indication of its reasons.
- 2.2 Price quotations based on estimated or projected quantities are subject to increase in the event that actual quantities purchased during the specified period are less than the estimated or projected quantities.
- 2.3 Oral statements and agreements made by Seller's employees, officers, representatives and/or agents are not binding upon Seller unless and only to the extent that such oral statements are confirmed or made in writing by duly authorized representative(s) of Seller.
- 2.4 Except as provided for in paragraph 7.3, any samples supplied to Customer are supplied solely for information purposes and in no way imply any express or implied conditions or warranties of any kind, including as to quality, description, merchantability, suitability or fitness for any purpose and Customer shall be deemed to have satisfied itself as to such matters prior to ordering the Goods.
- 2.5 Each delivery shall stand as a separate transaction and any failure to deliver shall have no consequences for other deliveries.

3. PRICES

- 3.1 Prices and currencies of Seller's Goods are as set out in Seller's Confirmation. Unless agreed otherwise, Seller's prices include standard packaging but do not include Value Added Tax or any other similar applicable taxes, duties, levies or charges in any jurisdiction levied in relation to the Goods or the delivery thereof ("Taxes"). The amount of any Taxes levied in connection with the sale of the Goods to Customer shall be for Customer's account and shall be added to each invoice or separately invoiced by Seller to Customer. If Seller grants a discount, this discount only relates to the delivery specifically mentioned in Seller's Confirmation.
- 3.2 Unless the prices have been indicated as firm by Seller in Seller's Confirmation, Seller is entitled to increase the price of the Goods still to be delivered, if the cost price determining factors, have been subject of an increase. These factors include but are not limited to: raw and auxiliary materials, energy, products obtained by Seller from third parties, wages, salaries, social security contributions, governmental charges, freight costs and insurance premiums. Seller shall notify Customer of such increase.
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5. DELIVERY AND ACCEPTANCE

- 5.1 Unless expressly stated otherwise in Seller's Confirmation, all deliveries of goods shall be Ex Works Seller's production facility, as the term Ex Works shall have the meaning assigned to same in the latest version of INCOTERMS published by the International Chamber of Commerce at Paris, France, at the time of Seller's Confirmation.
- 5.2 Unless expressly stated otherwise in Seller's Confirmation, any times or dates for delivery by Seller are estimates and shall not be of the essence. Seller is entitled to deliver the Goods as stated in Seller's Confirmation in parts and to invoice separately. In no event shall Seller be liable for any kind of indirect or consequential damages caused by any delay in delivery. Delay in delivery of any Goods shall not relieve Customer of its obligation to accept delivery thereof. Deviations in quantity of Goods delivered from that stated in Seller's Confirmation shall not give Customer the right not to accept the Goods. Customer shall be obliged to pay the rate specified in Seller's Confirmation for the quantity of Goods delivered.

6. CANCELLATION

- 6.1 Customer's wrongful non-acceptance or rejection of Goods or cancellation or repudiation of Seller's Confirmation shall entitle Seller to recover, in addition to any other damages caused by such action:

in the case of Goods which reasonably cannot be resold by Seller to a third party, the price of such Goods; or

in the case of Goods which can be resold by Seller or where an action for the price is not otherwise permitted by law, damages equal to fifty percent (50%) of the price for the Goods as liquidated damages.

7. EXAMINATION AND CONFORMITY TO SPECIFICATIONS

- 7.1 On delivery and during the handling, use, processing, transportation, storage and sale of the Goods (the "Use"), Customer shall examine the Goods and satisfy itself that the Goods delivered meet all contractual requirements.
- 7.2 Complaints about the Goods shall be made in writing and must reach Seller not later than seven (7) days from the date of delivery in respect of any defect, default or shortage which would be apparent from a reasonable inspection on delivery, and seven (7) days from the date on which any other claim was or ought to have been apparent, but in no event later than six (6) months from the date of delivery of the Goods. Use or processing of the Goods shall be deemed to be an unconditional acceptance of the Goods and a waiver of all claims in respect of the Goods.
- 7.3 A determination of whether or not delivered Goods conform to the agreed specifications for the Goods as stated in Seller's Confirmation or, in the absence of agreed specifications, to the most recent specifications held by Seller at the time of delivery of the Goods (the "Specifications"), shall be done solely by analysing the samples or records retained by Seller and taken from the batches or production runs in which the Goods were produced in accordance with the methods of analysis used by Seller. Goods that Seller consents or directs in writing to be returned shall be returned to Seller at the risk of Customer, to the destination directed by Seller.
- 7.4 Defects in parts of the Goods stated in Seller's Confirmation do not entitle Customer to reject the entire delivery of the Goods. Complaints, if any, do not affect Customer's obligation to pay as defined in paragraph 4. Upon receipt of a notice of defect, Seller is entitled to suspend all further deliveries until the complaints are established to be unfounded and/or refuted or until the defect has been totally cured.

8. TRANSFER OF RISK AND PROPERTY

- 8.1 The risk of the Goods shall pass to Customer on delivery.
- 8.2 Goods for which delivery is suspended pending payment by Customer, as well as Goods of which delivery is wrongfully rejected or not accepted by Customer, shall be held and stored by Seller at the risk and expense of Customer.
- 8.3 The ownership of the Goods shall not pass to Customer and full legal and beneficial ownership of the Goods shall remain with Seller unless and until Seller has received payment in full for the Goods, including all secondary costs such as interest, charges, expenses etcetera.
- 8.4 In the event of termination on the basis of paragraph 16 of these Conditions, Seller shall, without prejudice to any other rights of Seller, be entitled to require immediate re-delivery of the Goods for which it may invoke a retention of title.
- 8.5 As long as title to the Goods remains with Seller pursuant to this paragraph 8, Customer is entitled to use the Goods solely to the extent required in its ordinary course of business, and, to the extent possible, shall: keep the Goods separate and in a clearly identifiable manner; notify Seller immediately of any claims by third parties which may affect the Goods; and adequately insure the Goods.

GENERAL TERMS AND CONDITIONS OF SALE OF ARLANXEO Netherlands B.V.

Seller (as defined below) hereby expressly rejects the applicability of any general conditions of the Customer (as defined below)
These General Terms and Conditions of Sale contain conditions limiting or excluding liability

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| <p>9. LIMITED WARRANTY</p> <p>9.1 Seller solely warrants that on the date of delivery the Goods shall conform to the Specifications. If and to the extent Goods fail to meet such warranty, as shall be determined in accordance with the provisions of paragraph 7 of these Conditions, Seller may at its own option within a reasonable time either repair or replace the Goods at no charge to Customer, or issue a credit for any such Goods in the amount of the original invoice price. Accordingly, Seller's obligation shall be limited solely to repair or replacement of the Goods or for credit of the Goods.</p> <p>9.2 However, Seller's obligation to repair, replace, or credit shall be contingent upon receipt by Seller of timely notice of any alleged non-conformance of Goods and, if applicable, the return of the Goods, in accordance with paragraph 7 of these Conditions. The foregoing warranty is exclusive and in lieu of all other warranties, representations, conditions or other terms, express, implied, statutory, contractually or otherwise, including, without limitation, any warranty of merchantability, suitability or fitness for any purpose, or absence of infringement of any claim in any intellectual property right covering the Goods.</p> <p>10. LIMITATION OF LIABILITY</p> <p>10.1 Under no circumstances shall Seller be liable to Customer or any other person for any kind of special, incidental, indirect, consequential or punitive damage or loss, cost or expense, including without limitation, damage based upon lost goodwill, lost sales or profits, work stoppage, production failure, impairment of other goods or otherwise, and whether arising out of or in connection with breach of warranty, breach of contract, misrepresentation, negligence or otherwise. Notwithstanding anything herein contained to the contrary, the liability of Seller for any and all claims for direct damages arising out of or in connection with the Goods and the Use thereof shall under no circumstances exceed the sum of Customer's payments for the Goods that are the subject of the claim.</p> <p>11. FORCE MAJEURE</p> <p>11.1 Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other party caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, laws, statutes, ordinances, regulations, legislative measures, acts of governments or other administrative measures, orders or decrees of any court, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, accident, epidemic, strike, lockout, slowdown, labour disturbances, difficulty in obtaining necessary labour or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in delivery or defects in goods supplied by suppliers or subcontractors ("Force Majeure").</p> <p>11.2 Upon the occurrence of any event of Force Majeure, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the event and how it will affect its performance of its obligations under Seller's Confirmation. In the event of any delay, the obligation to deliver shall be suspended for a period equal to the time loss by reason of Force Majeure. However, should a Force Majeure event continue or be expected to continue for a period extending to more than two (2) months after the agreed delivery date, either Party is entitled to cancel the affected part of Seller's Confirmation without any liability to the other Party.</p> | <p>12. MODIFICATIONS AND INFORMATION, INDEMNITY</p> <p>12.1 Unless the Specifications have been agreed to be firm for a certain period or quantity of Goods, Seller reserves the right to change or modify the Specifications, construction and/or manufacture of Goods and to substitute materials used in the production and/or manufacture of Goods from time to time upon written notice. Customer acknowledges that data in Seller's catalogues, specification sheets and other descriptive publications distributed or published on its websites by Seller, may accordingly be varied from time to time without notice. Any statement, representation, recommendation, advice, sample or other information of Seller in relation to the Specifications, the Goods and the Use thereof shall be furnished for the accommodation of Customer only.</p> <p>12.2 Customer must utilise and solely rely on its own expertise, know-how and judgement in relation to the Goods and Customer's Use thereof and in Customer's application of any information obtained from the part of Seller for the purposes intended by Customer. Consultation provided by Seller shall not give rise to any additional obligations. Details and information provided with regard to the suitability and Use of the Goods shall not be binding and Seller does not assume any liability based on such consultations. Customer shall indemnify and hold Seller harmless from and against any and all damage, losses, costs, expenses, claims, demands and liabilities arising out of or in connection with the Goods, Customer's Use thereof and/or Customer's use or application of any information disclosed or provided by or on behalf of Seller.</p> <p>13. COMPLIANCE WITH LAWS AND STANDARDS</p> <p>13.1 Seller makes no promise or representation that the Goods shall conform to any law, statute ordinance, regulation, code or standard ("Laws and Standards"), unless expressly stated in Seller's Confirmation or in the Specifications. Customer acknowledges that the Use of the Goods may be subject to requirements or limitations under Laws and Standards. Customer shall be exclusively responsible for (i) ensuring compliance with all Laws and Standards associated with its intended Use of the Goods; and (ii) obtaining all necessary approvals, permits or clearances for such Use.</p> <p>14. INDEPENDENT CONTRACTORS</p> <p>14.1 Seller and Customer are independent contractors, and the relationship created hereby shall not be deemed to be that of principal or agent. No sale to or obligation of either party towards a third party shall in any way bind the other party.</p> <p>15. NON-ASSIGNMENT</p> <p>15.1 Neither party may assign any of the rights or obligations under Seller's Confirmation without the prior written consent of the other party, provided however, that Seller may assign such rights and obligations, wholly or partly, to any of its parent companies, subsidiaries or affiliates or to a third party acquiring all or a substantial part of Seller's assets or business relating to the Goods.</p> <p>16. SUSPENSION AND TERMINATION</p> <p>16.1 If (a) Customer is in default of performance of its obligations towards Seller, or (b) if Seller has reasonable doubts with respect to Customer's performance of its obligations to Seller and Customer fails to provide to Seller adequate assurance (such as by means of ongoing credit approval) of Customer's performance before the date of scheduled delivery and in any case within thirty (30) days of Seller's demand for such assurance; or if Customer becomes insolvent or unable to pay its debts as they mature, or goes into liquidation (otherwise than for the purposes of a reconstruction or amalgamation) or any bankruptcy proceeding shall be instituted by or against Customer or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of Customer or if Customer enters into a deed of arrangement or makes any assignment for the benefit of its creditors, then, without prejudice to any other rights of Seller, Seller may by notice in writing forthwith</p> <p>demand re-delivery and take repossession of any delivered Goods which have not been paid for, for which purpose Customer irrevocable right and license to Seller to enter upon all or any of the premises where the Goods are or may be located and all costs relating to the recovery of the Goods shall be for the account of Customer; and/or</p> <p>suspend its performance or terminate Seller's Confirmation for outstanding delivery of Goods unless Customer makes such payment for Goods on a cash in advance basis or provides adequate assurance of such payment for Goods to Seller; without any intervention of courts</p> | <p>being required and without liability for Seller of whatsoever kind arising out of or in connection with such suspension or termination.</p> <p>16.2 In any such event of (i) and/or (ii), all outstanding claims of Seller shall become due and payable instantly in proportion to the quantity of Goods delivered to Customer and not re-possessed by Seller.</p> <p>17. WAIVER</p> <p>17.1 Failure by Seller to enforce at any time any provision of these Conditions shall not be construed as a waiver of Seller's right to act or to enforce any such term or condition and Seller's rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by Seller of any breach of Customer's obligations shall constitute a waiver of any other prior or subsequent breach.</p> <p>18. SEVERABILITY AND CONVERSION</p> <p>18.1 In the event that any provision of these Conditions shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever, the validity or enforceability of the remaining provisions between the parties and shall be severed therefrom. The pertaining provisions held to be invalid or unenforceable shall be reformed to provisions satisfying the legal and economic intent of the original provisions to the maximum extent permitted by law.</p> <p>19. LIMITATION OF ACTION</p> <p>19.1 No action by Customer shall be brought unless Customer first provides written notice to Seller of any claim alleged to exist against Seller within thirty (30) days after the event complained of first becomes known to Customer and an action is commenced by Customer within twelve (12) months after such notice.</p> <p>20. GOVERNING LAW AND JURISDICTION</p> <p>20.1 The parties' rights and obligations arising out of or in connection with Seller's Confirmation and/or these Conditions shall be governed, construed, interpreted and enforced according to the laws of The Netherlands, excluding principles of conflict of laws. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.</p> <p>20.2 The parties agree that any suits, actions or proceedings that may be instituted by any party shall be initiated exclusively before the competent courts of The Netherlands without prejudice to Seller's right to submit the relevant case to the court which would have jurisdiction if this provision has not been incorporated in the Conditions, and the parties do hereby consent to the jurisdiction of those courts and waive any objection which they may have, now or hereafter, to venue of those suits, actions or proceedings.</p> <p>21. SURVIVAL OF RIGHTS</p> <p>21.1 The parties' rights and obligations shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, directors, officers, employees, agents and legal representatives. Termination of one or more of the rights and obligations of the parties, for whatsoever reason, shall not affect the provisions of these Conditions which are intended to continue to have effect after such termination.</p> <p>22. HEADINGS</p> <p>22.1 The headings contained in these Conditions are included for mere convenience of reference and shall not affect their construction or interpretation.</p> |
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GENERAL TERMS AND CONDITIONS OF SALE OF ARLANXEO Netherlands B.V.

Seller (as defined below) hereby expressly rejects the applicability of any general conditions of the Customer (as defined below)
These General Terms and Conditions of Sale contain conditions limiting or excluding liability

23. INTELLECTUAL PROPERTY

- 23.1 Seller has not verified the possible existence of third party intellectual property rights which might be infringed as a consequence of the sale and/delivery of the Goods and cannot be held liable for any loss or damages in that respect.
- 23.2 The sale of Goods shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the Goods, and Customer expressly assumes all risks of any intellectual property infringement by reason of its importation, Use of the Goods, whether singly or in combination with other materials or in any processing operation.

THESE CONDITIONS HAVE BEEN FILED AT THE OFFICE OF THE TRADE REGISTER OF THE CHAMBER OF COMMERCE FOR MAASTRICHT, THE NETHERLANDS, FILE NUMBER 14032465.

Only the English version of these Conditions shall be authentic and shall prevail, in case of inconsistency, over any translation of these Conditions in another language.

Version April 2016

GENERAL TERMS AND CONDITIONS OF SALE OF ARLANXEO USA LLC

1. AGREEMENT

1.1 The conditions of the sales agreement ("AGREEMENT") shall supersede any conflicting terms in these Conditions. If BUYER and SELLER have not entered into a written sales agreement, these conditions of sale shall constitute the AGREEMENT. Terms defined herein are capitalized. Except as otherwise specified in this AGREEMENT, no other conditions shall be applicable to this AGREEMENT or otherwise accepted by SELLER. All other terms and conditions are hereby expressly rejected. SELLER'S acceptance of BUYER'S offer to purchase or BUYER'S purchase order is expressly made conditional on BUYER'S assent to SELLER'S terms and conditions as set forth herein and the rejection of any other terms.

1.2 Acceptance by BUYER of PRODUCT(S) or payment for same shall constitute unequivocal acceptance of the terms and conditions contained herein. None of any past practice, industry standards, course of dealing or usage of trade shall constitute a modification of any term or condition contained herein, nor shall same add any term not contained herein.

2. DELIVERY

2.1 BUYER will provide to SELLER written, detailed shipping instructions within a reasonable time prior to shipment. BUYER will be responsible for any increased costs or delays in delivery resulting from BUYER'S failure to supply such instructions in a timely manner.

2.2 BUYER may not withhold payment in the event of delay caused by BUYER.

2.3 Unless otherwise agreed, SELLER shall not be required to deliver in any month more than the monthly QUANTITY specified, or if no monthly QUANTITY is specified, more than the monthly pro rata amount of the maximum annual QUANTITY specified.

2.4 All shipments of PRODUCT(S) shall be made EXW (as defined by Incoterms 2010), unless otherwise stated in this AGREEMENT.

2.5 All specified delivery dates refer to the completion of manufacture and availability for shipment of PRODUCT(S) and are SELLER'S best estimates. SELLER reserves the right to modify the delivery dates with notice to BUYER.

2.6 Title shall pass to BUYER upon delivery to carrier.

2.7 In the event BUYER is unable to take delivery of any shipment or refuses delivery of a scheduled shipment, SELLER will store the shipment at BUYER'S sole risk and expense and payment for such delayed shipment shall immediately become due.

2.8 BUYER warrants there will be no diversion of any shipment that is a) contrary to any applicable law; b) for resale and/or transfer to any party not a party to this AGREEMENT unless approved in writing by SELLER; or c) for shipment or use outside of the U.S., unless approved by SELLER in writing, and if so approved, BUYER warrants it will comply with all applicable laws, restrictions and regulations of the U.S. and other governments, including without limitation, the Export Administration Regulations, as amended, the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the Office of Foreign Asset Control Regulations.

2.9 In instances of bulk carload, tank truck or tank car shipments, shipper's weights, certified by sworn weighmaster, shall govern. Unless otherwise specified, PACKING shall be Seller's standard packing.

2.10 If SELLER'S railcars are utilized, BUYER shall use railcars only for transport of PRODUCT(S) from SELLER to BUYER'S facilities and/or transfer and discharge of PRODUCT(S) at BUYER'S facilities ("DESTINATION").

BUYER is allowed maximum free time of fifteen (15) consecutive days for each railcar following the first 7:00 a.m. after the agreed to and scheduled date of arrival of the loaded railcar at the DESTINATION ("MFT"). Unless there is a delay caused by SELLER, BUYER will pay SELLER a daily rental charge per railcar of \$35 for each full day in excess of MFT until BUYER returns the railcar to the railroad. Such charge will be in addition to any demurrage charge levied by any third Party transportation company such as, but not limited to, railroad railcar storage charge. Payment will be due and payable upon receipt of an invoice specifying such car, period and charges. BUYER agrees to deliver the railcars in a safe condition, in good repair, in the same condition as when first received, and completely evacuated. BUYER shall return every railcar to the railroad at Destination or to reasonable location(s) designated in writing by SELLER. BUYER shall report to SELLER promptly in writing all loss or damage that may be sustained by any railcar or its tanks. BUYER shall visually inspect the railcars' exterior(s) before return. BUYER is not responsible for any damages to railcars unless such damage results from BUYER'S fault, willful misconduct or gross negligence. If BUYER is responsible, all railcar repair shall be for BUYER'S account. BUYER will facilitate such repairs upon mutual agreement. BUYER agrees that in the event any railcar is ordered by BUYER to be loaded at less than a volume of 180,000 pounds, BUYER shall be required to pay deadfreight at the actual rate charged by the carrier.

3. FORCE MAJEURE

3.1 Neither party shall be held responsible for any loss, damage, delay or lack of delivery arising from fire; strikes, lockouts, injunction or other labor troubles; governmental intervention; war; riots; acts of terrorism; explosion; weather; flood; acts of God or nature; inability to obtain on terms acceptable to SELLER or a shortage of, fuel, power, raw materials, labor, containers or transportation; accident; breakage of machinery or other apparatus; disruption of normal supplier channels of distribution; or any other act or force beyond the affected party's reasonable control.

3.2 BUYER may cancel, without liability, deliveries suspended for at least thirty (30) days by SELLER for reasons stated in the previous section, but the AGREEMENT shall otherwise remain in effect.

3.3 SELLER reserves the right to allocate and fairly apportion PRODUCT(S) among its internal and external customers during force majeure events in any manner SELLER, in its sole discretion, deems appropriate.

3.4 SELLER shall have no obligation to acquire by purchase or otherwise any PRODUCT(S) that SELLER is unable to supply to BUYER due to force majeure events.

4. WARRANTY

4.1 SELLER warrants PRODUCT(S) will conform only to SELLER'S standard specifications for same, unless otherwise agreed to herein. This warranty applies only to the original purchaser of the PRODUCT(S).

4.2 BUYER shall inspect all PRODUCT(S) for conformance to this warranty. BUYER shall notify SELLER of any non-conformance no later than the earlier of a) thirty (30) days from date of shipment by SELLER; or b) the date of use of the PRODUCT(S) by BUYER.

4.3 BUYER'S sole remedy and SELLER'S sole liability for claims of breach of warranty shall be SELLER'S choice of either a) replacement by SELLER of conforming for non-conforming PRODUCT(S); or b) refund of monies paid by BUYER to SELLER for the non-conforming PRODUCT(S).

4.4 SELLER assumes no liability for any errors that are caused by the inaccuracy or incompleteness of BUYER-supplied data.

4.5 SELLER shall have the opportunity to inspect all PRODUCT(S) that BUYER claims are non-conforming. BUYER shall hold, at no cost to SELLER, the PRODUCT(S) pending such inspection. The conditions of any test of the PRODUCT(S) for conformance with any specification shall be mutually agreed upon and SELLER shall be notified of, and may be represented at, all tests that may be made by or for BUYER.

4.6 BUYER assumes all risk for misuse of the PRODUCT(S).

4.7 THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WHICH ARE EXPRESSLY DISCLAIMED.

5. TERMINATION FOR DEFAULT

In the event BUYER commits a material breach of this AGREEMENT, SELLER may terminate this AGREEMENT upon thirty (30) days written notice; provided that during such notice period, BUYER shall have the opportunity to cure its default. If BUYER is in default, SELLER may suspend shipments during such cure period without liability.

6. LIMITATION OF LIABILITY

6.1 NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT OR ELSEWHERE TO THE CONTRARY: A) SELLER'S MAXIMUM LIABILITY HEREUNDER AT ANY TIME FOR ANY CAUSE WHATSOEVER SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCT(S) AT ISSUE; AND B) SELLER SHALL NOT BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND OR NATURE, ARISING AT ANY TIME, FROM ANY CAUSE WHATSOEVER, INCLUDING LOSS OF REVENUE OR PROFIT.

6.2 These limitations of liability shall apply notwithstanding any finding that any remedy fails its essential purpose.

7. LAWS

This AGREEMENT shall be construed, interpreted and controlled by the laws of the Commonwealth of Pennsylvania, and all claims arising out of or related to the parties' relationship created by this AGREEMENT, whether in contract, tort or otherwise, shall be governed and decided pursuant to the laws of the Commonwealth of Pennsylvania, including Pennsylvania's statutes of limitations but not including its choice of laws rules. BUYER agrees to subject itself to the courts of said jurisdiction and that such venue shall be exclusive regarding disputes arising out of this AGREEMENT.

8. PRICES; PAYMENT TERMS

8.1 Unless otherwise stated herein, PAYMENT TERMS shall be Net 30 Days from the date of SELLER'S invoice, and payments shall be made in U. S. dollars. All PRICES shown are exclusive of any applicable tax. Any tax that SELLER is required to collect pursuant to the sale of PRODUCT(S) hereunder shall be in addition to the PRICE and shall be entirely for BUYER'S account.

8.2 Notwithstanding any other provision in this AGREEMENT or elsewhere to the contrary, SELLER may revise the PRICE, PAYMENT TERMS or SHIPPING TERMS with written notice dispatched not less than thirty (30) days prior to the effective date of such change. In addition, if in the sole judgment of SELLER, BUYER'S financial ability to perform hereunder is altered or impaired, SELLER reserves the right, among any other right or remedy, to change immediately and without any prior notice, PAYMENT TERMS, require full or partial advance payment, stop shipment of any PRODUCTS in transit, or to cancel any outstanding order, without liability.

8.3 Any discount or rebate provided for in this AGREEMENT shall be accounted for exclusively on the basis of sales made to BUYER.

8.4 Notwithstanding any other provision in this AGREEMENT or elsewhere to the contrary, SELLER shall have the unilateral right to pass on to BUYER all fuel, freight, energy and/or similar surcharges.

8.5 All PRICES in this AGREEMENT are exclusively for PRODUCTS sold directly to BUYER or BUYER'S agent by SELLER.

8.6 SELLER shall retain a purchase money security interest in the PRODUCT(S) sold hereunder until all payments (including deferred payments, whether evidenced by notes or otherwise) shall have been received in full by SELLER and, if requested in writing to do so, BUYER agrees to do all acts necessary to perfect and maintain such security interest in SELLER.

9. PROPRIETARY INFORMATION

9.1 Any information disclosed by SELLER to BUYER incident to the performance of this AGREEMENT, including but not limited to information related to pricing, volumes or the financial terms of this AGREEMENT and the existence of the AGREEMENT itself is disclosed in confidence for the sole and exclusive use of BUYER. BUYER shall not publish or otherwise disclose such information to others without the express written consent of SELLER.

9.2 Nothing herein shall limit the BUYER'S right to disclose any information provided by the SELLER hereunder which a) was furnished by the SELLER prior to this AGREEMENT without restriction; b) legitimately becomes knowledge available within the public domain; or c) is received by BUYER from a third party without restriction and without breach of this or any other AGREEMENT.

9.3 In the absence of a signed agreement to the contrary, no information disclosed by BUYER to SELLER shall be considered confidential.

9.4 BUYER agrees not to analyze or have a third party analyze any PRODUCT(S) for chemical composition or content.

10. AUTHORIZED MOLDERS

AUTHORIZED MOLDER shall be defined as a third party entity designated solely by BUYER as authorized to purchase PRODUCT(S) from SELLER during the TERM, and by on behalf of BUYER pursuant to the Conditions of Sale set forth herein. If SELLER, in its sole judgment, elects to sell PRODUCT(S) to an AUTHORIZED MOLDER, BUYER agrees to enter into a written agreement with such AUTHORIZED MOLDER that obligates AUTHORIZED MOLDER to (i) be bound by and comply with the Conditions of Sale set forth herein; and (ii) to use PRODUCT(S) purchased by AUTHORIZED MOLDER hereunder solely for the manufacture of products/components for BUYER. At SELLER'S request, BUYER shall provide SELLER with a copy of such written agreement. All AUTHORIZED MOLDERS must be listed on an ATTACHMENT attached hereto. Such list may be revised by BUYER from time to time by written notice to SELLER.

11. ADDITIONAL TERMS

11.1 This AGREEMENT may not be assigned by either party to any other party without the prior written consent of the other party hereto; provided, however, that (a) SELLER may assign its rights and obligations hereunder to any AFFILIATE of SELLER by written notice to BUYER; and (b) SELLER may assign its rights and obligations hereunder, by written notice to BUYER, to a third party successor or transferee (whether by merger, consolidation, purchase or otherwise) of either (1) all or substantially all of the assets of SELLER or (2) all or substantially all of the assets of the particular business unit of SELLER identified on page one of this AGREEMENT. "AFFILIATE" shall mean, with respect to a party, any individual, corporation or other business entity that, either directly or indirectly, controls such party, is controlled by such party, or is under common control with such party. "Control" means possession of the power to direct, or cause the direction of the management and policies of a corporation or other entity whether through the ownership of voting securities, by contract or otherwise.

11.2 Return of PRODUCT for any reason whatsoever shall require prior written approval of SELLER, unless otherwise agreed to herein by SELLER.

GENERAL TERMS AND CONDITIONS OF SALE OF ARLANXEO USA LLC

- 11.3 BUYER warrants that no PRODUCT or part of any PRODUCT shall be utilized in any type of a) nuclear use whatsoever; b) weapons systems or other similar military use; or c) medical, food processing or FDA regulated use; or d) government end product; unless otherwise agreed to herein by SELLER. If substances in the PRODUCT are to be registered and authorized pursuant to the Regulation No. 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH") or any other applicable law or regulation providing for registration or authorization requirements, BUYER undertakes to use the PRODUCT only within, and in compliance with, such registration and/or authorization, e.g., under the strictly controlled conditions as required for on-site isolated intermediates or transported isolated intermediates. This obligation is without prejudice, however, to BUYER'S statutory rights to request, or to act towards, an extension of the registration or authorization, e.g., under Art. 37 (2) REACH. If such a request or action initiates any obligation on SELLER under REACH, BUYER will reimburse to SELLER all proven expenses.
- 11.4 BUYER represents and warrants that a) it understands the nature and characteristics of the PRODUCT(S) and any hazards associated with its use; b) it will adequately instruct and warn all persons, including all third parties, who may come in contact with, or be in the vicinity of, the PRODUCT(S) in the proper safe use and handling of the PRODUCT(S); c) it is not relying upon any representation, statement or other assertion made by SELLER or its representatives or agents, with respect to the suitability of the PRODUCT(S) for any purpose and that BUYER has made its own independent inquiry and testing and has formed an independent opinion concerning the suitability of the PRODUCT(S) for the end use, conversion or application intended; and d) it will not assert any claim against SELLER or hold SELLER liable, with respect to any information, testing or design furnished, or failure to be furnished, by SELLER, including, without limitation, technical advice or recommendations. SELLER assumes no obligation or liability for any technical assistance rendered incident to this AGREEMENT. Appropriate literature has been assembled which provides information concerning the health and safety precautions that must be observed when handling PRODUCTS. Before working with PRODUCTS, BUYER must read and become familiar with the available information on PRODUCT hazards, proper use, and handling. This cannot be overemphasized. Information is available in several forms. Consult SELLER representative for additional information.
- 11.5 BUYER acknowledges that PRODUCT(S) are commercially available off-the-shelf items ("COTS") sold pursuant to SELLER's commercial terms and that PRODUCT(S) may not meet applicable government procurement requirements. BUYER also acknowledges that SELLER may not be able to provide information required by government procurement regulations. SELLER shall have no liability whatsoever with respect to any requirements relating to, or arising from, any government procurement regulations, unless first expressly agreed to in writing, signed by an authorized representative of SELLER.
- 11.6 No type of contractual obligation between BUYER and its customer(s) shall be applicable to, or create any liability with respect to, SELLER, whether via "pass-through", "flow-down", or otherwise, except as may be expressly and specifically agreed and incorporated, and BUYER shall not otherwise represent to its customer(s) such purported SELLER liability.
- 11.7 The rights and obligations under Articles 4, 6, 7, 9 and 11 herein shall survive the cancellation, termination or expiration of this AGREEMENT.
- 11.8 Should any part of this AGREEMENT be deemed invalid by a court of law, it shall not constitute an invalidation of any other part of this AGREEMENT, which shall otherwise remain in effect.
- 11.9 Failure of SELLER to effect, or any delay by SELLER to effect, any available right or remedy shall not be construed to operate as a waiver of same.
- 11.10 Except as otherwise expressly provided, this AGREEMENT supersedes all prior agreements, understandings or otherwise, whether oral or written, between BUYER and SELLER concerning the subject matter of this AGREEMENT.
- 11.11 BUYER and SELLER expressly agree and acknowledge that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this AGREEMENT.
- 11.12 SELLER'S acceptance of a) payment; or b) specially endorsed checks shall not waive or limit any right or remedy of SELLER.
- 11.13 Nothing contained herein is intended nor shall be construed as creating a partnership, joint venture, agency, distributorship or any other relationship except buyer and seller. All headings herein are for reference only.
- 11.14 This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.
- 11.15 This AGREEMENT may be executed in one or more counterparts, including by facsimile or PDF signature, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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