

In these conditions of sale ("**Conditions**"), "**Contract**" has the meaning in Condition 2.3 below, "**ANP**" means the Anpario Company\* named in the Contract with whom the order is placed, "**Customer**" means the buying entity named in the Contract, and "**Goods**" means the goods specified in the Contract. **The Customer's attention is specifically drawn to clauses 11 and 12.**

#### 1 Application of these Conditions

- 1.1 These Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. These Conditions supersede any previously issued terms and conditions.
- 1.2 No variation of these Conditions shall be binding unless agreed in writing and signed by a duly authorised signatory of the Customer and ANP.
- 1.3 Marketing and other promotional materials relating to the Goods are illustrative only and do not form part of the Contract.

#### 2 Orders

- 2.1 Each order placed by the Customer ("**Order**") shall be an offer to purchase the Goods subject to these Conditions.
- 2.2 ANP may accept or reject an Order at its discretion and an Order shall not be accepted, and no binding obligation to supply any Goods shall arise, until ANP has delivered a written acceptance of the Order ("**Order Acknowledgement**").
- 2.3 The Order Acknowledgement, these Conditions, the Order and ANP's quotation shall together form the entire agreement between the parties ("**Contract**"). In the case of any conflict or inconsistency between any provisions in the documents forming the Contract, the provision in the earlier listed document shall prevail over the provision in the later listed document, to the extent of such conflict or inconsistency.
- 2.4 ANP may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Goods and are incapable of being accepted by the Customer.
- 2.5 Once the Contract is formed, the Customer has no right to: (i) cancel the Contract, or (ii) return the Goods (or any part thereof) except in accordance with clause 7.5.

#### 3 Product Quality and Packaging

- 3.1 ANP warrants that the Goods will conform in all material respects with the specification stated on the label affixed to or provided with the Goods for a period of 6 months from receipt of the Goods by the Customer ("**Warranty**").
- 3.2 ANP shall supply the Goods in packaging appropriate for the Goods.
- 3.3 ANP shall provide to the Customer safety information in the form of 'Safety Data Sheets' ("**SDS**") on request by the Customer.

#### 4 Price

- 4.1 The price is as set out in the Contract ("**Price**") or, where no such provision is set out, shall be ANP's list price in force at the date the Order Acknowledgement is issued.
- 4.2 The Price (unless the Customer is notified otherwise) is based on the Incoterm 2020 specified in the Contract, or where no Incoterm is specified is based on Ex Works Incoterms 2020 ("**Applicable Incoterm**"). The Price is inclusive of packaging.
- 4.3 The Price is exclusive of applicable taxes including value added tax and all other goods or sales taxes, which the Customer shall pay to ANP in addition to the Price on receipt of a valid VAT invoice.
- 4.4 ANP may at any time up to 30 days prior to dispatch increase the Price by notice in writing to the Customer. In such event the Customer may no later than 7 days after receipt of such notice terminate the Contract.

#### 5 Payment

- 5.1 ANP may invoice the Customer for the Goods, partially or in full, at any time following acceptance of an Order.
- 5.2 The Customer shall pay all invoices in accordance with the payment terms specified in the Contract: (i) in full without deduction or set-off, in cleared funds, and (ii) to the bank account nominated by ANP. If the Customer makes a payment to any other bank account for any reason whatsoever including but not limited to fraudulent activity it will remain liable to pay ANP.
- 5.3 Where ANP holds amounts paid by or on behalf of the Customer, ANP is entitled from time to time without notice to the Customer to set-off such amounts against any amounts owed to it by the Customer (in any order).
- 5.4 Where payment is not made by the due date, ANP may, without limiting its other rights, charge interest on such sums at the rate of 3% per annum above the Bank of England base rate from time to time in force. Interest shall accrue on a daily basis and apply from the due date for payment until actual payment in full, whether before or after judgment.

#### 6 Delivery

- 6.1 The Goods shall be deemed delivered by ANP on arrival of the Goods at the location specified in the Contract in accordance with the Applicable Incoterm.

- 6.2 The Customer shall not be entitled to reject the Goods on the basis that an incorrect volume of the Goods has been delivered. Should ANP deliver an excess or deficiency of up to ten (10) per cent of the quantity of Goods specified in the Contract it will have no liability whatsoever except that the Price shall be adjusted proportionately to the volume of Goods delivered.
  - 6.3 ANP may deliver the Goods in instalments and, without prejudice to clause 6.4, any delay in the delivery of an instalment shall not entitle the Customer to cancel any other instalment.
  - 6.4 Time is not of the essence in relation to the delivery of the Goods, and although ANP shall use its reasonable endeavours to meet estimated dates for delivery, such dates are indicative only.
  - 6.5 ANP shall not be liable for any delay in, or failure of, delivery caused by: (i) the Customer's failure to take delivery of the Goods in accordance with the Applicable Incoterm or failure to provide access to or suitably prepare the delivery location specified in the Contract, or (ii) the Customer's failure to provide adequate instructions for delivery.
  - 6.6 If the Customer fails to collect or take delivery of the Goods (as appropriate in accordance with the Applicable Incoterm), ANP may at its option: (i) store and insure the Goods pending delivery and the Customer shall pay all storage and insurance charges at ANP's then applicable rates and all other costs and expenses incurred by ANP in doing so, or (ii) terminate the Contract without any liability to the Customer (and without affecting the Customer's obligation to pay for the Goods).
- #### 7 Damage, Defects, Loss in Transit and Failure to Supply
- 7.1 The Customer shall inspect the Goods immediately upon receipt and shall within three (3) days of such receipt give notice in writing to ANP of all claims on account of: (i) damage to or defects in the Goods (including non-compliance with the Warranty) ("**Defects**"), (ii) shortages of Goods, or (iii) total or partial loss of Goods in transit. All claims for: (i) Defects which should have been apparent on inspection, (ii) shortages of Goods, and (ii) loss of Goods in transit are time-barred after this period. The Customer shall also notify the carrier of Defects where appropriate.
  - 7.2 Claims for Defects which were not apparent on inspection ("**Latent Defects**") must be made in writing within seven (7) days after the Customer learns of the Latent Defect. All claims for Latent Defects are time-barred after this period.
  - 7.3 The Customer may reject Goods which do not comply with the Warranty, provided that notice is given within the time allowed by clauses 7.1 and 7.2. The right to reject the Goods shall cease immediately if: (i) the Customer sells or uses the Goods after giving a notice of rejection, (ii) the defect is due to ANP having followed any instruction, design, drawing or specification provided by the Customer, or (iii) the defect is due to repair, alteration, misuse, neglect, storage or operating conditions, or results from fair wear and tear.
  - 7.4 If the Customer rejects the Goods (or part thereof) in accordance with clause 7.3, ANP's liability shall be limited (in its discretion) to: (i) replacing the relevant Goods, (ii) issuing a credit note equal to the Price of the rejected Goods, or (iii) refunding the Price of the rejected Goods.
  - 7.5 If the Customer is entitled to reject the Goods in accordance with clause 7.3 and does so, the Customer shall at ANP's discretion: (i) return the Goods to ANP at ANP's cost, or (ii) dispose of the Goods in accordance with all applicable laws and regulations.
  - 7.6 If ANP fails to deliver the Goods, its liability shall be limited to the costs incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the Price of the Goods.
- #### 8 Risk and Title
- 8.1 Risk in the Goods shall pass to the Customer in accordance with the Applicable Incoterm.
  - 8.2 Title to the Goods shall pass to the Customer once ANP has received payment in full and cleared funds for the Goods and any other goods that ANP has supplied to the Customer.
  - 8.3 Until title to the Goods has passed to the Customer it shall: (i) hold the Goods as bailee for ANP, (ii) store the Goods separately from all other material in the Customer's possession, (iii) take all reasonable care of the Goods and keep them in the condition in which they were delivered, (iv) insure the Goods from the date of delivery with a reputable insurer, against all risks, for an amount at least equal to their Price, and noting ANP's interest on the policy of insurance, (v) ensure that the Goods are clearly identifiable as belonging to ANP, (vi) not remove nor alter any trade mark on the Goods or their packaging, (vii) inform ANP immediately if it is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of its assets, enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction, (viii) give ANP such information as ANP may require from time to

time relating to the ongoing financial position of the Customer, and (ix) on reasonable notice permit ANP to inspect the Goods during the Customer's normal business hours and provide ANP with such information concerning the Goods as ANP may request from time to time.

8.4 Notwithstanding clause 8.2, the Customer may use or resell the Goods in the ordinary course of its business and if the Customer resells the Goods in the ordinary course of its business, title to the Goods shall pass to the Customer immediately prior to the resale.

8.5 At any time before title to the Goods passes to the Customer, ANP may: (i) by notice in writing, terminate the Customer's right under clause 8.4 to use or resell the Goods in the ordinary course of its business, and (ii) require the Customer to deliver up all Goods in its possession 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 in order to recover them.

## 9 Customer Obligations

9.1 The Customer shall store and use the Goods in accordance with the instructions in the SDS or otherwise notified to the Customer by ANP.

9.2 The Customer acknowledges that where the Goods are stored or used other than in accordance with the SDS they may deteriorate or become unstable.

9.3 Neither the Customer nor any person on its behalf shall: (i) blend, adulterate or re-package the Goods without ANP's prior written consent, (ii) examine, experiment upon, analyse or reverse engineer the Goods, (iii) copy or reproduce the Goods or components, or combine the Goods or components of the Goods with other substances or materials or create new products using the Goods or components of the Goods, or (iv) alter, change or otherwise tamper with the Goods.

9.4 The Customer shall provide the SDS and other product information provided to it by ANP to any persons to whom it supplies the Goods by way of sale or otherwise and ensure any such person is aware of the obligations stated in this clause 9.

9.5 The Customer warrants: (i) compliance with all regulatory, legal and other requirements in relation to the purchase, transport, storage, use and re-sale of the Goods, and (ii) compliance with all applicable anti-bribery laws. ANP does not warrant compliance with applicable laws and regulations in the country into which the Goods are imported, sold or used.

## 10 Intellectual Property

10.1 All intellectual property rights in the Goods belong to ANP and/or its subsidiaries. Intellectual property comprises all formulations, patents, know-how, trade marks, product registrations, registered designs in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions. **ANP Trade Marks** means any trade marks or logos, and any registrations or applications to register those trade marks or logos, anywhere in the world, that are owned by ANP and/or its subsidiaries or holding company, whether or not related to the Goods, and any other trade marks that ANP may own at any point in the future. The Customer shall not register or apply to register any trade mark anywhere in the world that is identical or confusingly similar to any of the ANP Trade Marks or adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, any of the ANP Trade Marks, or which competes with any of the ANP Trade Marks or is a translation or transliteration of any of the ANP Trade Marks.

10.2 No representation, warranty or indemnity is given by ANP that the Goods or ANP Trade Marks do not infringe any letter patent, trademark, registered designs or other intellectual property rights.

## 11 Limitation of Liability

11.1 Neither party limits nor excludes its liability for: (i) death or personal injury caused by its negligence, (ii) fraud or fraudulent misrepresentation, or (iv) any other losses which cannot be limited or excluded as a matter of law.

11.2 ANP's total aggregate liability for all claims under or in connection with a Contract, whether arising from contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise shall in no event exceed the Price of the Goods under the Contract to which the claim relates.

11.3 ANP shall not be liable to Customer for: (i) loss of profit, loss of or corruption to data, loss of use, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated), harm to reputation or loss of goodwill, or (ii) any indirect, special or consequential loss or damage.

## 12 Customer Indemnity

The Customer shall indemnify ANP in respect of all damage or injury occurring to any person, firm, company or property and against all actions, suits, claims and demands, charges or expenses in connection therewith for which ANP may become liable in respect of the Goods in the event that the damage or injury shall have been occasioned otherwise than by the breach of contract or negligence of ANP.

## 13 Customer Default

ANP reserves the right (without liability and without prejudice to its other rights

and remedies) either to terminate the Contract or to suspend further deliveries to the Customer or require payment in advance in the event that: (i) the Customer fails to make any payment when it becomes due, or the Customer's financial situation becomes unsatisfactory to ANP, or (ii) the Customer commits a material breach of the Contract.

## 14 Product Recall

14.1 Each party shall immediately notify the other if it becomes aware of any complaint or claim which indicates the Goods may be defective, faulty or unsafe in any way.

14.2 If ANP is notifying the Customer, it shall send the Customer details of: (i) the safety issue, (ii) the Goods which are, or may, be affected and (iii) the quantities and dates of sale of such Goods including purchase order numbers sufficient to allow the Customer to identify each order.

14.3 If the Customer is notifying ANP it shall, upon receipt of any complaint or claim send to ANP: (i) a copy of the claim or complaint and any correspondence exchanged with the complainant or third party, and (ii) details of the Goods supplied, the batch number and the date on which the Goods were supplied by, and the date on which ANP supplied the Goods to the complainant (or other third party).

14.4 The Customer shall keep and maintain appropriate records to enable all Goods to be traced. These records shall include batch numbers, delivery dates and details of the party who purchased the Goods from the Customer. The records which are kept must be sufficiently thorough to allow a recall of the Goods or corrective action to be effectively and efficiently implemented by ANP.

14.5 The Customer shall provide ANP with the assistance and information that it may reasonably require in order to implement a recall or corrective action. This assistance shall include the provision of any information which may be required to allow ANP to identify third parties who purchased affected Goods.

14.6 At ANP's request the Customer shall immediately cease delivering and distributing any Goods specified by ANP and shall place these Goods into quarantine until ANP confirms whether they should be returned to it or whether they are suitable for use or onward sale.

14.7 The Customer shall not implement nor initiate any recall or corrective action without ANP's prior express consent unless it is directed to do so by a relevant regulatory authority. In the event the Customer does implement or initiate any recall or corrective action upon the direction of a relevant regulatory authority it will provide ANP with written confirmation of the steps it is taking.

## 15 Product Liability Insurance

The Customer shall maintain at its own expense product liability insurance in such amount as may be adequate to protect itself and ANP against all claims, actions, losses or damages arising out of any actual or alleged defects in the Goods. The product liability insurance must be from a reputable recognised insurance company and the Customer will provide a copy of the insurance policy to ANP upon request.

## 16 Conduct

Anpario operates its business with integrity and in an honest and ethical manner. It seeks to ensure a sustainable business, behaving socially, ethically and in an environmentally responsible manner. It is ANP's aim to work with business partners who share its goals and values and expects its business partners to comply with its Code of Conduct displayed on its website: [www.anpario.com](http://www.anpario.com).

## 17 Force Majeure Event

If either party is prevented, hindered or delayed from or in performing any of its obligations by a **Force Majeure Event** (being any event which is beyond the reasonable control of the parties and which affects the party's performance, including without limitation acts of God, war, terrorism, fire, and natural disasters, epidemic or pandemic) then: (i) that party's obligations under the Agreement shall be suspended for so long as the Force Majeure Event continues and to the extent that party is so prevented, hindered or delayed, and (ii) the party prevented, hindered or delayed from fulfilling its obligations by a Force Majeure Event shall notify the other party and use all reasonable efforts to mitigate the effects of the Force Majeure Event (but without any obligation to purchase substitute goods elsewhere).

## 18 Law and Jurisdiction

The Contract shall be construed in accordance with the laws of England and Wales and the Customer agrees that the courts of England and Wales shall have exclusive jurisdiction in any dispute relating to the Contract. This clause shall not prevent ANP from bringing proceedings in the courts of any jurisdiction. The English language version of the Contract shall be regarded as the authoritative version notwithstanding that it may have been translated from or into some other language.

**\*\*Anpario Company\*\*** means Anpario plc. or any undertaking which from time to time is a parent undertaking of Anpario plc. or a subsidiary of Anpario plc. or of any such parent undertaking where 'subsidiary undertaking' and 'parent undertaking' have the meanings given to them in section 1162 of the Companies Act 2006, or any holding company of Anpario plc and any subsidiary of Anpario plc or of any such holding company from time to time each as defined by section 1159 of the Companies Act 2006.