

Invio Device Component Manufacturing Inc. ("IDCM") 2018 Standard Conditions of Sale

1. **APPLICATION.** The parties agree that these Conditions and the terms of the Letter (a) apply to and are incorporated in every Contract (defined below) for the supply of Products and Services and (b) prevail over any provisions, terms or conditions contained or referred to in any documentation submitted by Customer or in correspondence or elsewhere or implied by trade custom, practice or course of dealing.
2. **ORDERS.** (a) Customer shall place orders (in full units only) for Products. (b) IDCM shall, as soon as reasonably practicable after receipt of an order, notify Customer of whether it accepts the order and the anticipated delivery date for that order by issuing a sales order acknowledgement (SOA). (c) Each order which is so accepted shall constitute an individually binding contract (each a Contract). (d) Nothing shall entitle Customer to any priority of supply in relation to the Products as against other customers of IDCM.
3. **DELIVERY.** (a) Time for delivery of the Products and completion of the Services is given as accurately as possible but is not guaranteed. (b) IDCM shall be entitled to deliver Products by instalments. (c) Failure by Customer to take delivery of any one or more instalments of Products delivered in accordance with the Contract shall entitle IDCM to terminate the Contract either in whole or part. (d) The Customer shall have no right to cancel the Contract for failure of Victrex to meet any delivery or completion time stated. (e) Upon receipt of each delivery of Products sold, Customer shall examine Products for damage, defects or shortage.
4. **SERVICES.** IDCM shall: (a) provide any services with reasonable care and skill; (b) use reasonable endeavours to meet any performance dates agreed between the parties, but any such dates shall be estimates only; and (c) have the right to make any changes to the services that are necessary to comply with any applicable law or safety requirement, or which do not materially or adversely affect the nature or quality of the services.
5. **WARRANTY, LIABILITY AND INDEMNIFICATION.** (a) IDCM warrants that the Products will, when delivered, comply with the corresponding Juvora's specifications set out in Schedule 2 to the Letter. (b) If IDCM is liable for breach of this warranty, subject always to clauses 5c and 5d, IDCM's only obligation is to: (i) replace the relevant Products; or (ii) refund the amount paid by the Customer for the defective products (together with the relevant transportation costs). (c) All claims in respect of Products (including claims for damaged or defective Products which are or ought reasonably to have been visible on inspection, or for shortages or non-delivery) shall be deemed waived unless Customer notifies IDCM in writing, giving full details of its claim, within 30 days of delivery of the relevant Products (or their anticipated delivery date, in the case of non-delivery). If Customer fails to give such notice, it shall be deemed to have accepted the relevant order in full. (d) All claims for damaged or defective Products which were not visible on inspection or could not reasonably have been visible on inspection, shall be deemed waived unless Customer notifies IDCM in writing, giving full details of its claim, within 90 days of delivery of the relevant Products or if earlier, by the date on which Customer uses or resells the Product. If Customer fails to give such notice, it shall be deemed to have accepted the relevant order in full. (e) Except as stated in clause 6a, IDCM makes no representations and gives no warranties of any kind about the Juvora Trademarks (defined below) or about the Products, their suitability or their use (and any warranties and representations that may be implied by law or otherwise are hereby excluded). (f) IDCM is not liable for any damage or defect in the Products caused by fair wear and tear, abnormal or unsuitable conditions of storage or use after delivery, or an act, omission or default of Customer or a third party. (g) IDCM is not liable to Customer for loss of revenues, contracts, profits or business (whether direct or indirect), or for any indirect or consequential loss of any nature, whether arising from negligence, breach of contract or otherwise. (h) The entire liability of IDCM under or in connection with the supply or failure to supply any Products or in performing any services in any 12 month period is limited, in respect of each event or series of connected events, to one times the net price invoiced to Customer for Products in the preceding twelve month period. (i) Nothing in this Letter or these Conditions shall exclude or limit a party's liability for any matter, if and to the extent such liability cannot be excluded or limited by applicable law. (j) Customer agrees to indemnify, defend and hold harmless IDCM and its affiliates, directors, officers and employees (collectively, "IDCM Indemnified Parties") from and against any damages, liabilities and expenses (including but not limited to reasonable attorneys' fees) incurred by IDCM Indemnified Parties in connection with any third party claim arising out of Customer's performance of its obligations under the Letter and any applicable Contract or the negligence or intentional misconduct of Customer. The IDCM Indemnified Party seeking indemnification shall promptly notify Customer of any such claim and provide reasonable assistance in the defense or settlement of such claim. Customer shall not enter into any settlement that affects the IDCM Indemnified Party's rights or interest or admit fault on behalf of the IDCM Indemnified Party without the IDCM Indemnified Party's prior written approval.
6. **INTELLECTUAL PROPERTY** (a) All intellectual property rights (including but not limited to patents, trademarks, service marks, rights in designs, copyrights, database rights (whether or not any of these is registered and including applications for registration of the foregoing) and all rights and forms of protection of a similar nature or which have equivalent or similar effect to any of the foregoing which may subsist anywhere in the world) in or to the Products which vest in IDCM's affiliate Juvora Limited shall remain vested solely and exclusively in Juvora. (b) Customer acknowledges that these Conditions or any Contract do not operate to vest in Customer any right, title or interest in or to any such rights. (c) Customer shall not at any time assert any rights in the goodwill attaching to any of Juvora Limited's trademarks including but not limited to the trademark JUVORA

TM (Juvora Trademarks) or other intellectual property, and all such rights shall vest in and ensure exclusively for the benefit of Juvora Limited.

7. TERMINATION. Either party may immediately terminate the Letter and/or any Contract where the other party: (a) is in material breach of this Letter (including all applicable Schedules and these Conditions) which is either incurable or (if curable) is not remedied within 30 days after date of written notice requiring remedy of that breach; or (b) becomes bankrupt or insolvent, are (or pass a resolution to be) wound-up or dissolved, suffer a receiver, liquidator, administrator or similar officer to be appointed over substantially all of its assets, or enter into any other arrangement for the benefit of its creditors generally, or cease to carry on business. The following provisions of these Conditions shall survive any termination or expiration of the Letter and/or Contract: 5 (Warranty & Liability); 6 (Intellectual Property); 7 (Termination); 9 (Trade Compliance); 11 (Confidentiality); 12 (General).

8. TRADE COMPLIANCE. (a) IDCM may not supply Products directly or indirectly into Crimea, Iran, Sudan, Syria, Cuba and North Korea as long as they are restricted under EAR 1 C 998, and any other countries which from time to time are restricted under EAR 1 C 998. (b) IDCM is responsible for ensuring compliance with applicable export controls and sanctions relating to the supply of the Products to the Customer. (c) Customer shall comply with all applicable laws, rules and regulations for (i) the export classification of its own products that are manufactured from the Products; and (ii) for determining any export controls, sanctions or end use restrictions that may apply to its own products or resale of the Products.

9. ANTI-BRIBERY. Each party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption in any jurisdiction applicable to the parties and the supply of the Products and/or Services (Applicable Bribery Law).

10. FORCE MAJEURE. (a) IDCM shall not be in breach of the Contract or liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. (b) In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. (c) If the period of delay or non-performance continues for three months, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

11. CONFIDENTIALITY. (a) The Contract, its terms, IDCM's prices and all other information shared under the Contract shall be maintained in confidence by the parties for a period of five years notwithstanding termination or expiry of the Contract. (b) Such information may not be disclosed to others, except where disclosure may be required by applicable law or court order or personnel, consultants or group companies have an actual need to know and have a written obligation to protect the confidentiality of such information in place. (c) Each party agrees not to use confidential information from the other party for any purpose other than the fulfilment of a Contract without the prior written consent of the other party.

12. GENERAL. (a) No delay or omission by either party in exercising any right, power or remedy provided by law or under these Conditions shall affect that right, power or remedy; or operate as a waiver of it. (b) If any provision of these Conditions is invalid, illegal or unenforceable for any reason, that provision shall be appropriately limited and reformed to the maximum extent possible under applicable law, and the invalidity, illegality or unenforceability of such part of these Conditions does not affect or impair the continuation in force of the remainder of these Conditions. (c) A party may only assign or transfer its rights or obligations under the Letter, the Contract and these Conditions to a third party with the prior written consent of the other party. (d) Changes to the terms of the Letter, the Contract or these Conditions shall only be effective if they are recorded in writing and signed by an authorised representative of each party. (e) No person who is not a party to the Contract shall have any right to enforce the Contract or any of its terms. (f) Nothing in the Letter, the Contract or these Conditions and no action taken by the parties pursuant to these Conditions and any Contract made under them shall constitute a partnership, association, joint venture or other co-operative entity between the parties. (g) These Conditions and any Contract made under them are governed by, and shall be construed in accordance with, the laws of the State of Delaware, without regard to principles of conflict of laws. The parties declare that it is their intention that this Agreement shall be regarded as made under the laws of the State of Delaware and that the laws of that State shall be applied in interpreting its provisions in all cases where legal interpretation is required. Each of the parties irrevocably and unconditionally agrees (a) to be subject to the jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware, and (b) (1) to the extent such party is not otherwise subject to service of process in the State of Delaware, to appoint and maintain an agent in the State of Delaware as such party's agent for acceptance of legal process, and (2) that service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service, and that service made pursuant to (b) (1) or (2) above shall have the same legal force and effect as if served upon such party personally within the State of Delaware. For purposes of implementing the parties' agreement to appoint and maintain an agent for service of process in the State of Delaware, each party that does not otherwise have a registered agent in the State of Delaware appoints the Delaware Secretary of State as such agent. (k) These Conditions are drafted in the English language. If they are translated into any other language, the English language version shall prevail. (l) All notices and documents provided under or in connection with the Contract shall be in the English language, or accompanied by a certified English translation.