

Juvora Limited 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) Juvora 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 Juvora.

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) Juvora 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 Juvora 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.** Juvora 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.** (a) Juvora warrants that the Products will, when delivered, comply with the corresponding Juvora's specifications set out in Schedule 2 to the Letter. (b) If Juvora is liable for breach of this warranty, subject always to clauses 5c and 5d, Juvora'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 Juvora 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 Juvora 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, Juvora 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) Juvora 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) Juvora 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 Juvora 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.

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 Juvora shall remain vested 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'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.

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 which is either uncurable 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.

8. TRADE COMPLIANCE. (a) Juvora 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) Juvora is responsible for ensuring compliance with applicable export controls and sanctions relating to the supply of the Products to the Customer. (c) Customer is responsible 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) Juvora 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. Juvora'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) The invalidity, illegality or unenforceability of any 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 Contract to a third party with the prior written consent of the other. (d) Changes to the terms of the Contract shall only be effective if where 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 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, English law. (h) The parties agree that the United Nations Convention on Contracts for the International Sales of Products shall not apply to any Contract pursuant to these Conditions. (i) If a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it then the parties shall attempt in good faith to resolve it. (j) All unresolved disputes are to be settled by arbitration in London (in English) under the Rules of Arbitration of the

International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules. (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.

Juvora Limited

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