

STANDARD CONDITIONS OF PURCHASE OF RESOURCE CHEMICAL LIMITED

1. DEFINITIONS

1.1 In these Conditions the following words shall have the following meanings:

"Collection Address" means, where our Order is for carriage Services, the address where you are required to collect the Goods as specified in our Order;

"Company" "we" or "us" means Resource Chemical Limited;

"Contract" means the contract for the sale and purchase of Goods and/or the supply and acquisition of Services;

"Customer" means our customer as specified in the Order;

"Data Protection Legislation" (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((*EU*) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.

the "Delivery Address" means the address to which the Goods are to be delivered as specified in our Order;

"Goods" means any goods described in our Order (including any part or parts of them);

"Order" means our order for Goods and/or Services as given on our standard order form, incorporating these Conditions;

"Services" means any services described in our Order (including any part of them).

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions the headings will not affect the construction of these Conditions.

2. APPLICATION OF TERMS

2.1 Our Order Form together with these Conditions and the relevant provisions of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 where not inconsistent with these Conditions are the only conditions upon which

we are prepared to purchase Goods and/or Services from you and they shall govern the Contract to the entire exclusion of all other terms or conditions. Each Order for Goods and/or Services placed by us shall be deemed to be an offer by us to purchase Goods and/or Services subject to these Conditions and your proceeding with the order an acceptance of this offer and these terms and no terms or conditions endorsed upon, delivered with or contained in your quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Contract.

2.2 These Conditions apply to all our purchases and any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a Director of the Company.

3. SPECIFICATIONS

3.1 The quantity, quality and description of the Goods and/or the Services and the Collection Address and Delivery Address and Customer (if applicable) shall, subject as provided in these Conditions, be as specified in the Order and/or in any specification supplied by us to you.

3.2 If you are supplying us with Goods, at any time prior to delivery of the Goods we shall have the right to inspect and test the Goods. Notwithstanding any such inspection or testing, you shall remain fully responsible for the Goods and any such inspection shall not diminish or otherwise affect your obligations under the Contract.

3.3 You shall comply with all applicable regulations, industry codes of practice or other legal requirements concerning the manufacture, packaging, packing and delivery of Goods and the performance of Services together with any special delivery instructions given to you by us.

3.4 Any Goods shall be marked in accordance with our instructions and any applicable regulations and requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

3.5 Prior to delivery of any Goods ordered from you by us, you agree to provide us with a Certificate of Analysis or Conformity in respect of the Goods in the form prescribed from time to time by us.

4. DELIVERY

- 4.1 Unless otherwise specified in our Order, all Goods ordered by us from you shall be delivered, carriage paid, to the Delivery Address during normal business hours and offloaded and, in the event that the Goods are liquid Goods which are not offloaded in containers, delivery shall include discharging the Goods as directed by us or our Customer.
- 4.2 In the event that our Order is for carriage Services, the Services shall include collection of the Goods from the Delivery Address at the time specified in the Order or if no such time is specified, during normal business hours; transportation of the Goods to the Delivery Address to arrive at the time specified in the Order or if no such time is specified, during normal business hours; offloading of the Goods or, in the event that the Goods are liquid Goods which are not offloaded in containers, the discharge of the Goods into the containers indicated by us or by the Customer. You shall obtain a receipt for the Goods which shall be evidence of the delivery of the Goods.
- 4.3 The date for delivery of the Goods or performance of the Services shall be specified in the Order and time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
- 4.4 If the Goods are not delivered or the Services are not performed on the due date then, without prejudice to any other rights which we may have, we reserve the right to, where applicable,:
- 4.4.1 cancel the Contract in whole or in part;
 - 4.4.2 refuse to accept any subsequent delivery of the Goods or performance of the Services which you attempt to make;
 - 4.4.3 recover from you any expenditure reasonably incurred by us in obtaining the Goods or Services in substitution from another supplier; and
 - 4.4.4 claim damages for any additional costs, loss or expenses incurred by us which are in any way attributable to your failure to deliver the Goods or to perform the Services on the due date.
- 4.5 You shall ensure that each delivery is accompanied by a delivery note or other confirmation of delivery which shows, inter alia, the order number, date of order, number of containers and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 4.6 If you are supplying us with carriage Services and you are unable to deliver the Goods at the Delivery Address, you shall retain them and seek our instructions

as to the return or redirection of the Goods.

- 4.7 If you require us to return any packaging material to you that fact must be clearly stated on any delivery note delivered to us and any such packaging material will only be returned to you at your cost.
- 4.8 Without prejudice to any other rights that we may have, we shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and we shall not be deemed to have accepted any Goods until we have had a reasonable opportunity to test them.
- 4.9 Where we have agreed in writing to accept delivery of Goods by instalments, the Contract will be construed as a single contract in respect of each instalment. Nevertheless failure by you to deliver any one instalment in accordance with the Contract shall entitle us, at our option, to cancel the whole Contract.

5. RISK/PROPERTY

- 5.1 If you are supplying us with Goods, the Goods shall remain at your risk until delivery to us is complete when ownership of the Goods shall pass to us.
- 5.2 If you are supplying us with carriage Services, the Goods shall remain at your risk until the Services are completed at the Delivery Address.

6. PRICE AND PAYMENT

- 6.1 The price of the Goods and/or Services shall be stated in the Order and unless otherwise agreed in writing by us shall be exclusive of value added tax but inclusive of all other charges.
- 6.2 You will be entitled to invoice us on or at any time after delivery of the Goods or performance of the Services as the case may be and, payment will be made within 60 days after the end of the month in which your invoice is received, unless otherwise agreed, but time for payment shall not be of the essence of the Contract.
- 6.3 Payment by us shall not constitute any admission by us as to the performance by you of your obligations under the Contract and shall not constitute waiver of any of our rights.
- 6.4 Without prejudice to any other right or remedy, we reserve the right to set off any amount owing at any time from you to us against any amount payable by us to you under the Contract.

7. QUALITY AND DEFECTS

- 7.1 If you are supplying us with Goods, you warrant to us that the Goods:
- 7.1.1 will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by us or made known to you by us at the time the Order is placed;
 - 7.1.2 will be free from defects in design, material and workmanship;
 - 7.1.3 will correspond in all aspects with the Order and any relevant specification or sample;
 - 7.1.4 will not infringe the intellectual property rights of any third party; and
 - 7.1.5 will comply with all statutory requirements and regulations relating to the sale of the Goods.
- 7.2 If you are supplying us with Services, you warrant to us that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as is reasonable for us to expect in all the circumstances.
- 7.3 Without prejudice to any other remedy, if any of the Goods or Services are not supplied or performed in accordance with the Contract, including but not limited to failure to deliver or perform on the due date, we shall be entitled to:
- 7.3.1 cancel the Contract in whole or in part;
 - 7.3.2 if you have supplied us with Goods, reject the Goods (in whole or in part) and return them to you at your risk and cost on the basis that a full refund for the Goods so returned shall be paid forthwith by you;
 - 7.3.3 give you the opportunity, at our option and at your expense, to remedy any defect in the Goods or to supply replacement Goods or to reperform the Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
 - 7.3.4 recover from you any expenditure reasonably incurred by us in obtaining the Goods or the Services in substitution from another supplier; and
 - 7.3.5 claim damages for any additional costs, loss or expenses incurred by us which are in any way attributable to your breach of Contract.

8. INDEMNITY

- 8.1 You shall keep us indemnified in full against all direct, indirect or consequential liability, loss, damages, injury, costs and expenses (including legal and other professional fees and expenses on a full indemnity basis) awarded against or

incurred or paid by us as a result of or in connection with:

- 8.1.1 breach of any warranty given by you in relation to the Goods or Services;
- 8.1.2 defective workmanship, quality or materials if you are supplying us with Goods;
- 8.1.3 loss of or damage to the Goods during transit if the Goods are ordered carriage paid or if you are supplying us with carriage Services;
- 8.1.4 an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods if you are supplying us with Goods;
- 8.1.5 any claim made against us in respect of any liability, loss, damage, injury, cost or expense sustained by our employees or agents or by any Customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or the Services as applicable.

9. CONFIDENTIALITY

- 9.1 You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by us or our agents and any other confidential information concerning our business which you may obtain and you shall restrict disclosure of such confidential material to such of your employees, agents or sub-contractors as need to know the same for the purpose of discharging your obligations to us and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind you.

10. OUR PROPERTY

- 10.1 Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by us to you or commissioned by us and used by you in the manufacture of the Goods shall at all times be and remain our exclusive property but shall be held by you in safe custody at your own risk and maintained, insured and kept in good condition by you until returned to us and shall not be disposed of other than in accordance with our written instructions, nor shall such items be used otherwise than as authorised by us in writing.

11. TERMINATION

- 11.1 We shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving to you written notice whereupon all work on the Contract shall be discontinued and we shall pay to you fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- 11.2 We shall have the right at any time by giving notice in writing to you to terminate the Contract forthwith if:
- 11.2.1 you commit a breach of any of the terms and conditions of the Contract;
 - 11.2.2 any distress, execution or other process is levied upon any of your assets;
 - 11.2.3 you enter into any compromise or arrangement with your creditors, commit any act of bankruptcy or if an order is made or an effective resolution is passed for your winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver and/or manager, receiver, administrative receiver or administrator is appointed in respect of the whole or any part of your undertaking or assets;
 - 11.2.4 you cease or threaten to cease to carry on business; or
 - 11.2.5 your financial position deteriorates to such an extent that in our opinion your capability adequately to fulfil your obligations under the Contract has been placed in jeopardy.
- 11.3 The termination of the Contract, however arising, will be without prejudice to our rights accrued prior to termination. The Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

12. FORCE MAJEURE

- 12.1 In the event that you are prevented, hindered, interrupted or delayed by any reason beyond your reasonable control from delivering the Goods or performing the Services in accordance with the Contract or if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control, then we reserve the right to defer the date of delivery, performance or payment or to cancel the Contract or reduce the volume of the Goods ordered without liability on our part.

13. DATA PROTECTION AND DATA PROCESSING

- 13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 13.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 13.3 Without prejudice to the generality of clause 13.1, we will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data (as defined in the Data Protection Legislation) to you for the duration and purposes of the Contract if required.
- 13.4 Without prejudice to the generality of clause 13.1, you shall, in relation to any Personal Data processed in connection with the performance by you of your obligations under the Contract:
- 13.4.1 process that Personal Data only on the written instructions from us unless you are required by the laws of any member of the European Union or by the laws of the European Union applicable to you to process Personal Data (Applicable Data Processing Laws). Where you are relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, you shall promptly notify us of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit you from notifying us;
- 13.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by us, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- 13.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 13.4.4 not transfer any Personal Data outside of the European Economic Area unless our prior written consent has been obtained and the following conditions are fulfilled:
 - 13.4.4.1 we or you have provided appropriate safeguards in relation to the transfer;
 - 13.4.4.2 the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - 13.4.4.3 you comply with your obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 13.4.4.4 you comply with reasonable instructions notified to you in advance by us with respect to the processing of the Personal Data;
- 13.4.5 assist us, in responding to any request from a Data Subject and in ensuring compliance with our obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 13.4.6 notify us without undue delay on becoming aware of a Personal Data breach;
- 13.4.7 at our written direction, delete or return Personal Data and copies thereof to us on termination of the provision of the goods or services unless required by Applicable Data Processing Law to store the Personal Data; and
- 13.4.8 maintain complete and accurate records and information to demonstrate your compliance with this clause 13.

14. GENERAL

- 14.1 You shall not be entitled to assign the Contract or any part of it without our prior written consent.
- 14.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the

remainder of such provision shall continue in full force and effect.

- 14.3 Failure or delay by us in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of our rights under the Contract and any waiver by us of any breach of, or any default under, any provision of the Contract by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 14.4 The parties to the Contract do not intend that any term of the Contract will be enforce-able by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 14.5 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.