

**Mitsubishi Chemical Advanced Materials UK Limited**  
(Hereinafter referred to as The Company)

**CONDITIONS OF PURCHASE**

1. These conditions shall form part of this Contract and shall replace all other agreements howsoever made between the parties hereto relating to the subject matter hereof.
2. This Contract shall not be binding on the Purchaser, if the Seller does not promptly acknowledge the receipt of any Order from the Purchaser quoting the Purchaser's Order Number (and indicating where relevant the date of shipment).
3. Unless otherwise agreed by the Purchaser in writing, payment under this contract shall be made only on production of the Official Order relating thereto and within the month following that in which an invoice has been received for the goods delivered. The Purchaser will not accept any charges for any form of packaging.
4. (a) Unless otherwise agreed in writing between the parties hereto all orders this Contract shall be delivered to the works of the Purchaser paid and free from any delivery charges whatsoever.  
  
(b) On any orders which are overdue, the Purchaser, if he so desires, ratify the Contract by requiring such orders to be delivered by such special transport as he may specify at expense of the Seller.
5. The Purchaser shall be entitled to refuse all or any Goods under this Contract and payment therefore and to return any such Goods as have been delivered to the Purchaser at the risk and the expense of the Seller:  
  
(a) If after inspection any article is found to be defective in quality, in excess of the quantity ordered or not in accordance with the specifications as supplied by the Purchaser;  
  
(b) If any requirements relating to markings are not complied with and resulting therefrom there be any delay loss or other detriment to the Purchaser whatsoever;  
  
(c) If the goods are not delivered to the Purchaser on or before the date stipulated herein.
6. The Seller must:  
  
(a) Return all or any specifications, drawings, tools or dies or any other materials whatsoever supplied by the Purchaser under the requirements to this Contract immediately after the Goods have been delivered and such specifications drawings, tools or dies and any other materials shall remain at all time the property of the Purchaser.  
  
(b) Mark all containers which are to be returned. Such containers will only be returned at the risk and expense of the Seller.
7. The Purchaser shall be entitled to suspend delivery by the Seller under this Contract in the event of strikes, accidents or any other unforeseen events.
8. The Purchaser shall not be liable to any person for injury, damage, death or other liability howsoever occasioned by the performance or attempted performance by either party of the terms of this Contract or by the Goods supplied hereunder and the Seller shall indemnify the Purchaser against all or any such claims as may be made against the Purchaser.
9. The Seller shall at all times during and after performance of the Contract indemnify the Buyer against:  
  
(a) All loss or damage to property and all claims and expenses in connection herewith caused by the acts or omissions of the Seller, its sub-contractors, employees and agents up to a maximum of five million pounds sterling, any act or event giving rise to a claim; and  
  
(b) Liability for death and personal injury and all claims and expenses in connection therewith caused by the Seller, its sub-contractors, employees and agents.

10. The Seller shall take out and keep in force suitable public products liability insurance against its liabilities under this clause and shall demonstrate the same to the Buyer at all reasonable times.
11. A copy of all quality records must be retained by the Supplier for a minimum of 10 years for aerospace and 5 years for all others unless specified.
12. The Seller shall:
  - (a) Identify and revise the status specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
  - (b) Follow the requirements regarding the need of the supplier to:
    - Prevent the use of counterfeit parts (avoidance and detection)
    - Notify the organisation for non-conforming product disposition
    - Obtain organisation approval for non-conforming product
    - Notify the organisation of changes in product and/or process of changes of suppliers, changes of manufacturing facility location and, where required, obtain organisation approval and flow down to the supply chain the applicable requirements, including customer requirements.
  - (c) Comply with Record retention requirements, and right of access by the organisation, their customer and regulatory authorities to the applicable areas of all the facilities, at any level of the supply chain, involved in the order and to all applicable records.
13. It is the intention of The Company to be ethical in its business practices and to work with business partners who share similar standards. The Company requires their business partners to develop and maintain a code of conduct in which they demonstrate these values and ethical commitment.
14. The Seller shall make available, upon request, all information pertaining to safety, handling and hazardous substances or other product safety-critical information as requested.
15. The Contract is governed by English law. Any dispute arising out of or in connection with this contract shall be determined by the English courts.