



Oxkem Terms and Conditions for Suppliers

Definitions

"Chemicals"	Chemicals ordered by Oxkem in relation to the Contract for use in its production process.
"Company"	Oxkem Ltd.
"Company Policy"	The Company's Business Ethics Policy; the Company's Supplier Code of Conduct, and such other corporate and/or ethical policies shared by the Company with the Supplier.
"Conditions"	The Terms and Conditions in this document.
"Contract"	The Contract between the Company and the Supplier comprising the Purchase Order and the Terms & Conditions.
"Goods"	Goods supplied by the Supplier to the Company as set out in the Company's Purchase Order.
"Incoterms"	The standardised set of international trade terms published in 2020 by the International Chamber of Commerce.
"Insolvency Event"	Steps taken to appoint a liquidator, receiver or an arrangement for the benefit of the Party's creditors.
"Order"	Issued by the Company to the Supplier in writing
"Parties"	Both the Company and the Supplier.
"Purchase Order"	The written order placed by the Company for the supply of Goods by the Supplier on the Company's official order form.
"Specification"	The technical specification of the Goods.
"Supplier"	The entity contracting with the Company.

1.1 General Conditions

1.2 All orders issued by the Company shall be binding on the Supplier unless otherwise agreed, in writing, by an authorised signatory of the Company. No other agreement, or variation to the Contract, shall be enforceable unless expressly agreed in writing by an authorized signatory of the Company.

1.3 The Contract contains the entire agreement between the Parties and supersedes all previous agreements.

1.4 If it is found that any provision of the Contract is illegal or unenforceable (in whole or in part), the rest of the Contract will remain in force.

2. Purchase Order and Acceptance

Any offer by the Supplier, and any purchase order issued by the Company, must be made out in writing.

3. Order numbers on paperwork

All invoices, delivery notes, certificates of analysis, and all other items relating to orders sent by the Supplier to the Company, must clearly show the relevant order number. The Supplier accepts that any failure to show the relevant order number could lead to a delay in payment, delay in acceptance of the Goods, or rejection of the Goods.



4. Quality and Defects

- 4.1 The Goods supplied by the Supplier shall meet the specification agreed in writing between the Parties.
- 4.2 The Goods shall conform to any pre-shipment sample sent by the Supplier to The Company.
- 4.3 The Supplier warrants that it has good title to the Goods and to all the necessary permissions, licences, and authorities from third parties needed for manufacture and onward sale of the goods.
- 4.4 The Supplier warrants that all Goods supplied shall conform with all relevant local and international regulation relating to health and safety, environmental, EU and UK REACH regulation and classifications, labelling and packaging, and to any other topics with a bearing on the Chemicals and their supply.
- 4.5 The Supplier warrants that all Goods supplied to the Company are fully registered, where required under both EU and UK REACH. If the Supplier is not the manufacturer of the Goods, and does not hold a REACH registration, the Supplier must confirm with its own suppliers that the Goods in question are fully registered. If not, the Supplier must provide clear reasons as to why the Goods are exempt from the registration in question.
- 4.6 The Supplier agrees to supply to the Company proof of EU and UK REACH registration, as and when required.
- 4.7 All packaging provided by the Supplier must be appropriate for the type of Goods to be shipped in that packaging, in good condition, and in compliance with relevant packaging legislation. Where the Supplier's packaging is returned and reused (returns), the Supplier must implement a thorough check procedure to ensure the packaging is safe for reuse. The Company reserves the right to reject the Goods supplied if the packaging is insecure or insufficiently protective, or below the standard that could be reasonably expected, or if it appears that the Goods have been contaminated due to poor/inadequate packaging. Rejection can either take place when a) the Goods are signed for upon arrival, or b) later, when the Goods are brought forward for production. Goods rejected by the Company will be returned at the Supplier's cost.
- 4.8 If there is a change in regulation that is relevant to the Goods supplied, the Supplier will immediately notify the Company, supplying information on how the changes will affect the Company, and on the Supplier's plans for continuity of supply.
- 4.9 Any changes to the Specification, manufacturing process, or anything else that could have an implication for the Goods, should be submitted to and agreed with the Company, in advance and in writing.
- 4.10 Where there is a dispute over whether the Goods are within the Specification, the Company reserves the right to submit a sample of the Goods to an independent, accredited laboratory for independent testing. If the independent laboratory's analysis corresponds with the Company's own analysis, the Company reserves the right to charge the Supplier for any fees billed by the independent laboratory.

5. Representations

- 5.1 The Supplier warrants that it is either the manufacturer or importer of the Goods. If it is the importer, it agrees to provide to the Company full details of the country of origin and the manufacturer of the Goods.
- 5.2 Where the Supplier acts as the importer of the Goods, the Supplier shall be solely responsible for/held liable to the Company for the actions of the original manufacturer of the Goods. For the avoidance of doubt, the act of importing will not relieve the Supplier from its obligations under the Contract.



6. Indemnity

6.1 The Supplier shall indemnify the Company, keeping the Company fully and effectively indemnified, and hold the Company harmless from and against all actions, suits, claims, demands, direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), liabilities, costs, charges, damage, losses and expenses, including legal and other professional fees and expenses (including, without limitation, expenses relating to public and product liability) that might be suffered or incurred by the Company and/or for which it may be liable to any third party. Covered by such indemnity are eventualities arising from or connected with:

- (a) the negligent or wilful acts or omissions of the Supplier, or its agents, or its sub-contractors in manufacturing and supplying the Goods.
- (b) the direct or indirect breach of any provision of the Contract by the Supplier or its agents, employees, officers, subsidiaries, associated companies, contractors, or sub-contractors.

7. Delivery and Risk

7.1 Delivery dates will be agreed between the Parties on the Purchase Order, and the Supplier will use all reasonable endeavours to meet the delivery date. The Goods shall, as set out in Clause 4 above:

- be delivered in accordance with the specification agreed between the Parties;
- be packed in packaging that is appropriate and in accordance with relevant packaging legislation;
- be clearly labelled with the relevant product name, batch number, transport labels (in clear view), and in accordance with relevant transport legislation.
- be designated by a readily available order number on all relevant documentation.
- be accompanied by a Certificate of Conformity, submitted both with the Goods and via email prior to the arrival of the Goods.

7.2 If the Goods or any part thereof are not delivered within the time or times specified in the Order, the Company shall be entitled to cancel either the full order or the undelivered part of the order.

7.3 Any partial delivery of an order shall be regarded as part of a single delivery, but the risk shall not pass until all the Goods have been delivered and have been accepted in accordance with clause 4 above. Acceptance of one partial delivery shall not be deemed as acceptance of the whole order.

7.4 Any costs incurred by the Supplier in storing the Goods prior to delivery shall be the sole responsibility of the Supplier unless a) specifically agreed with the Company and b) subject to the issue of an additional Purchase Order.

7.5 The Supplier shall, at its sole expense, insure the Goods against all risks to their full replacement value until the Goods are delivered in accordance with the Contract.

7.6 If the Supplier stores its Goods at the Company's premises, it will ensure that the Goods are adequately insured to cover any loss, however it may be caused.

8. Price

8.1 If the Supplier intends to vary the price of the Goods, it should give the Company thirty (30) days' written notice of its intentions, indicating the proposed new price. Such variation will not be applicable to Goods already on order with the Supplier.

8.2 If the Company does not agree with the proposed variation in price, The Company reserves the right to cancel any outstanding order affected by the price variation.



9. Title

9.1 The Company shall acquire title to the Goods when they are delivered to the Company, or upon payment or part payment if the Goods are paid for in advance.

10. Breach

10.1 Neither party limits nor excludes its liability:

- (a) in respect of any deceit, theft, fraud, or fraudulent misrepresentation made by the Company/Supplier or by its employees, agents, contractors, and sub-contractors.
- (b) for death or personal injury caused by its negligence.
- (c) for any matter in respect of which an indemnity has been provided; or
- (d) to the extent such limitation or exclusion is not permitted by law.

10.2 The maximum aggregate liability of the Company to the Supplier shall be limited to the invoiced price of the Goods.

10.3 The Company shall not be liable to the Supplier for any indirect, special, punitive, or consequential loss or damage, including any indirect loss of business or profits, in each case whether arising from negligence, breach of contract or otherwise, even if such loss or damage was foreseeable.

10.4 The Company may terminate the Contract by notice in writing, with immediate effect and without compensation to the Supplier:

- a) if the Supplier commits a breach of the Contract which is not capable of remedy;
- b) if the Supplier persistently repeats a remedial breach;
- c) in the case of a breach capable of remedy, the Supplier fails to remedy the breach within 30 days of the Company's dispatch of a notice requesting remedial action;
- d) if the Supplier is affected by an insolvency event, or
- e) if the Supplier fails to comply with the Suppliers' Code of Conduct as specified by the Company.

10.5 Should the Company be affected by an insolvency event, the Supplier shall be entitled to terminate the Contract with immediate effect on giving written notice to the Company.

11. Force Majeure

11.1 The Supplier will not be liable to the Company for any delay or failure to fulfil the Contract if that delay/failure is caused by circumstances beyond its reasonable control. This only applies to the extent that such an event or circumstance could not have been reasonably avoided. Examples of a Force Majeure event would be fire; explosion; flood; earthquake; storm; war; act of God; sabotage, or vandalism. For the avoidance of doubt, labour and trade disputes, and shortage of goods available, will not constitute a Force Majeure event.

11.2 The Supplier shall, within 14 days of the start of the Force Majeure event, provide written notice to the Company and such notice shall include: the date upon which the force majeure event began; its likely or potential duration, and the effect it will have on the Supplier's ability to fulfil any of its obligations under the terms of the Contract. The Supplier shall use all reasonable endeavours to mitigate the effect of the Force Majeure event on the performance of its obligations.

11.3 Following notification from the Supplier, the Company will confirm, in writing, whether it intends to terminate the Contract.



12. Payment

12.1 Payment for the Goods shall be made in accordance with the Company's payment terms or as otherwise agreed in writing by an authorised signatory of the Company.

12.2 If the Company disputes any invoice submitted by the Supplier, the Company will notify the Supplier as soon as possible, in writing and by phone, to resolve any dispute. Any invoice/partial invoice that is not in dispute will be paid by the Company in accordance with Clause 12.1.

12.3 Payment is without prejudice to any claims which the Company may have against the Supplier and shall not constitute acceptance of the Goods. The Company reserves the right to offset any costs accrued by the Company because of the actions of the Supplier, and to withhold any payments in the aim of ensuring complete fulfilment of the contract.

13. Cancellation

Any Purchase Order may be cancelled at any time after acceptance by the Company. The Company will endeavour to give the Supplier reasonable notice of cancellation.

14. Assignment

Neither party shall, without the prior written consent of the other party, assign or sub-contract the Contract to a third party.

15. Confidentiality

The Supplier acknowledges that information passed onto the Supplier by the Company to enable the Supplier to fulfil the contract is confidential, and the Supplier will therefore treat all aspects of the Contract as strictly confidential.

16. Data Privacy

The Supplier shall ensure that it, its employees, agents, and sub-contractors:

- Observe the requirements of all relevant data privacy law and any other data protection law and / or regulations in force;
- Shall not do, or permit to be done, anything which may cause or result in a breach in any details belonging to the Company;
- Will use adequate measures to ensure and safeguard all information shared by the Company with the Supplier.
- The Supplier shall, upon the termination of the Contract, return or destroy all records, documents or anything relating to the Company. The Supplier shall fully indemnify the Company against any third-party claims resulting from any unlawful losses of the Company's information.

17. Publicity

Without the prior written consent of the Company, the Supplier shall not be entitled to make any announcement, or issue any press release or publicity material, relating to the subject matter of the Contract.



18. Notices

Any notices given hereunder may be served personally or left at the residence or last known place of business of the other party, or may be sent by post, electronic mail, or comparable means of communication. In the case of a notice sent by post, notice shall be deemed to have been received 8 (eight) hours after postage. In the case of notices sent by electronic mail or comparable means of communication, notice shall be deemed to have been received upon transmission. All notices addressed to the Company must be marked for the attention of the relevant department.

19. Bribery

19.1 The Supplier shall have in place adequate procedures designed to prevent the commission of offences of corruption or bribery by any person working for, or engaged by, the Supplier or any other third party in any way connected to the Contract.

19.2 If at any time the Supplier (or any of its directors, employees, agents, representatives, contractors, or sub-contractors) breaches any of its obligations, the Supplier shall indemnify the Company, and keep it indemnified, against any losses, liabilities, fines, damages, costs and expenses – including legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties – that the Company may suffer as a result of such breach.

20. Modern Day Slavery Act 2015

The Supplier shall ensure that it is in full compliance with the UK Government's Modern-Day Slavery Act 2015, and that it has implemented and is enforcing effective systems, controls, and policies to ensure that Modern Slavery is not taking place anywhere in its supply chain.

21. Third Party Rights

Under the Contracts (Rights of Third Parties) Act 1999, a person who is not a party to the Contract has no rights to enforce any term of the Contract.

22. Law Applicable and Jurisdiction

The terms and conditions of the Contract shall be subject to and interpreted and construed in accordance with the laws of England.