



## **P&G CHEMICALS ASIA & MIDDLE EAST CONDITIONS OF SALE**

### **1. PURCHASE OBLIGATIONS**

- 1.1. Buyer will request Product from Seller by means of purchase orders, releases or other means of ordering (collectively "Purchase Orders"). Upon Seller's acceptance of such Purchase Order, each Purchase Order is binding upon Seller and Buyer, and the terms of this agreement ("Agreement") are incorporated by reference.
- 1.2. Unless Seller agrees otherwise, Product purchased by Buyer under this Agreement will be delivered in accordance with Buyer's normal usage requirements, not to exceed one-ninth (1/9) of the annualized Quantity in a given month. If Buyer does not order at least one-fifteenth (1/15) of the total annualized Quantity in a month, Seller will be entitled to deduct the amount not ordered from the Quantity. If Buyer orders less than a quarter of the Quantity in a calendar quarter, the amount ordered will, at Seller's discretion, become the quarterly Quantity for the remainder of the Contract Term
- 1.3. Buyer will provide a rolling twelve month forecast by the fifteenth of each calendar month.

### **2. DELIVERY**

- 2.1. Each delivery of Product will constitute a separate sale with the same effect as though made under a separate agreement. Any delay or default by Seller with respect to any delivery will not affect Buyer's obligation to order, accept, and pay for future deliveries.
- 2.2. Seller's Customer Service and Logistics Guidelines at <https://www.pgchemicals.com/documents-and-downloads> are incorporated into this Agreement.
- 2.3. Product will be delivered to Buyer's nominated delivery location on dates to be agreed between the Parties. Buyer will reimburse Seller for any additional delivery costs if Buyer does not accept delivery.
- 2.4. Where a sale is made FOB, FCA or Ex-Works and Buyer provides any drums, containers, or tanks (collectively "Containers") to take delivery of and store Product, Buyer will ensure Containers are suitable to transport and contain Product. Buyer will supervise (either in person or through an agent) the loading of Product into Containers. For Products under Pharmacopeia, if Buyer does not adhere to relevant Pharmacopeia transportation and handling procedures Seller will be entitled to refuse to load, and/or reject the Buyers carriage. Seller is unable to ascertain or control the quality of Containers. Buyer will indemnify Seller from and against any claims, including third party claims, cost, loss, damage or expense, fines, amounts paid in settlement, and reasonable legal fees and expenses (collectively "Claims"), arising related to Containers.
- 2.5. When shipment is made in bulk, certified weights and official sample at point of shipment will govern. Seller is entitled to deliver in excess or deficiency of up to 5% of weight or volume ordered. Seller will use commercially reasonable efforts to ensure deliveries are within the 5% range.
- 2.6. Where collection or delivery is required Buyer will couple the tank wagon to the correct vessel and supervise the loading/unloading. Buyer will provide suitable clean tank wagons for bulk collections. Buyer will be responsible for any loss of Product during the loading and unloading processes.
- 2.7. If requested, Seller will provide Buyer with health and safety information and product literature for Product. Buyer will comply with all applicable health and safety regulations and have in place appropriate storage methods and safety procedures for Product.
- 2.8. Seller will be entitled to ship +/- 7 days of the agreed delivery date in light of localized constraints on supply or availability of vessels versus customer desired requested estimated time of arrival ("RETA"). For situations where delays in processing payment or letter of credit from the Buyer drives the delay in delivery, Seller reserves the right to increase the Price to reflect the cost of holding the inventory or changing business conditions.

### **3. PRICE AND DUE DATE FOR PAYMENT**

- 3.1. The due date for payment will be stated on the invoice. Interest on overdue invoices will accrue from the date payment becomes due until the date of payment at the maximum rate legally permitted or at 12% per annum where no maximum rate is specified. Seller will be entitled to change credit arrangements at any time.
- 3.2. Seller will be entitled to change Price, payment terms, and/or transportation terms at any time. In the event of a Price increase, Buyer will receive price protection for the volume of one month's business (based on an average month calculated from the previous six-month period) for the first month during which the Price increase is to become effective. If less than six months shipping history exists, then the price protection volume will be calculated as one-twelfth (1/12) of the total annualized Quantity.

#### 4. **TERMINATION**

- 4.1. If (i) Buyer breaches any term of this Agreement, and fails to cure such breach as promptly as practicable but in any event within thirty calendar days of notice of such breach by Seller, (ii) Buyer fails to make any payment under this Agreement, or (iii) a trustee or receiver of Buyer's property is appointed, Buyer makes an assignment for the benefit of creditors, a petition in bankruptcy is filed by or against Buyer or Buyer terminates or liquidates its business, then Seller is entitled to terminate this Agreement with immediate effect and without any penalty, liability or further obligation.
- 4.2. If in Seller's opinion changes in raw material markets or law result in economic hardship for Seller, then Seller is entitled to terminate this Agreement with at least thirty calendar days prior written notice and without any penalty, liability or further obligation.

#### 5. **REPRESENTATIONS, WARRANTIES AND OTHER OBLIGATIONS**

- 5.1. Seller represents and warrants that the Product will comply with the specifications which are (a) set forth in the Specification Sheet attached to this Agreement or (b) included in Seller's published documents ("Specifications"). Buyer will notify Seller of any claims with respect to Product within five days from the date of delivery to Buyer's premises. Failure to claim within this time constitutes a waiver of all claims with respect to such Product.
- 5.2. Buyer represents and warrants that Product, either in whole or in part, will not be used, by Buyer, its related entities, its agents or its customers for any activities that will or may facilitate the design, development, storage, production and delivery of or in connection with weapons of mass destruction ("WMD") or any terrorism activities. Buyer represents and warrants that all statements in relation to the end-use(s) and destination(s) of Product made to Seller and all government authorities are true, accurate and made on a full-disclosure basis, and Buyer further represents and warrants that in the event of a change in the end-use(s) and/or destination(s) of Product represented to Seller, it will immediately notify Seller and all government authorities it is obliged or has undertaken to notify, in writing.
- 5.3. Buyer represents and warrants that Buyer (i) is not subject to any international sanctions including those imposed by the United States (US), United Nations (UN), European Union (EU) or United Kingdom (UK) whether by means of a designated list, such as, without limitation, any list maintained by US Department of the Treasury's Office of Foreign Assets Control (including the Specially Designated Nationals and Blocked Persons List) or by the US Department of Commerce's Bureau of Industry and Security whether by means of a designated list (including OFAC's SDN list and the BIS lists) or otherwise (collectively "RESTRICTED PARTIES LISTS Designated Entity"); (ii) is not owned directly or indirectly, in whole or in part, or controlled by a party or parties listed on any RESTRICTED PARTIES LIST ("SANCTIONED PARTIES"); Designated Entity; (iii) is not controlled by any Designated Entity; and (iii) will not engage in any business, deal with, or in any way be associated with SANCTIONED PARTIES a Designated Entity for or on behalf of Seller; and (iv) will not subcontract or assign any of its obligations to any SANCTIONED PARTIES Buyer will promptly inform Seller in writing about any changes to subsection (i) – (iv) above. If Buyer breaches any obligation set forth in this section, then Seller is entitled to terminate this Agreement at any reasonable time thereafter with immediate effect and without any penalty, liability or further obligation.
- 5.4. Buyer represents and warrants that it will comply with all export controls and will not export, sell or convey the Product, either in whole or in part, to (i) countries or territories subject to international sanctions imposed by the US, UN, EU, or UK; (ii) any entities or persons who are SANCTIONED PARTIES; or any Designated Entity; (iii) any entities or persons who are owned directly or indirectly, in whole or in part, or controlled by, any SANCTIONED PARTIES. by a Designated Entity; and (iii) are controlled by any Designated Entity.
- 5.5. EXCEPT AS SET FORTH IN THIS AGREEMENT SELLER DISCLAIMS ALL OTHER WARRANTIES RELATING TO THE PRODUCT, EXPRESS OR IMPLIED, WRITTEN, ORAL, OR STATUTORY, CONCERNING THE PRODUCT INCLUDING BUT NOT LIMITED TO ANY MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.
- 5.6. Each Party will and will cause any person or entity acting on its behalf to fully comply with all applicable laws, including but not limited to anti-money laundering, anti-corruption and anti-bribery laws (including, without limitation, the Foreign Corrupt Practices Act, the UK Bribery Act and Proceeds of Crime Act, and commercial bribery laws) (collectively "Laws").
- 5.7. At the time when risk of loss passes to Buyer, Seller will pass to Buyer good and marketable title to Product, free and clear of any encumbrances.

- 5.8. If Buyer disposes of any item associated with Seller's Products or that incorporates Seller's intellectual property rights ("Disposal Item"), then Buyer will (i) make the Disposal Item unsalvageable (ii) not subcontract the disposal without Seller's permission and (iii) take reasonable steps to prevent the counterfeiting of Seller's products or the infringement of Seller's intellectual property rights.
- 5.9. Buyer represents and warrants that they and their affiliates, agents and customers will not use Product, either in whole or in part, in any way that could facilitate the design, development, storage, production and delivery of cigarettes or e-cigarettes or any inhalation devices that can be injurious to health.

## **6. BUYER'S INDEMNIFICATION OF SELLER**

- 6.1 Buyer will indemnify and defend Seller, its parent, its affiliates and subsidiaries and their respective agents, officers, directors and employees ("P&G Group") in accordance with Section 6.2 against any damages, third party claims and reasonable cost of defence ("Damages") arising out of or related to (or in the case of third party claims alleging): (i) Buyer's breach of this Agreement; (ii) the negligence, gross negligence, bath faith, intentional or willful misconduct of Buyer (iii) bodily injury, death or damage to personal property arising out of or related to Buyer's acts or omissions (iv) the distribution, sale, exposure to or use of Product, or any material in which Product is incorporated; or (iii) any contamination, processing, blending, or packaging of Product after delivery to Buyer.

### **6.2 INDEMNIFICATION PROCEDURE FOR THIRD PARTY CLAIMS**

Within thirty (30) calendar days after receipt of notice of the commencement of any third party legal proceedings against P&G Group for which P&G Group seeks indemnity in accordance with Section 6.1, P&G Group will notify Buyer. Buyer is relieved from its indemnity obligation to the extent Buyer has suffered actual prejudice resulting from a failure to notify on time. Upon Seller's request, Buyer will assume, at its own expense, the defense of any such third party legal proceedings with reputable counsel reasonably acceptable to Seller and is entitled to settle any such third party legal proceedings with Seller's permission, not to be unreasonably withheld or delayed. Seller, at Seller's cost, will reasonably cooperate with Buyer in the defense of such action as Buyer may reasonably request. Buyer will pay any

damages assessed against P&G Group. If P&G Group seeks indemnification in accordance with Section 6.1 arising out of a third party claim involving a government entity, then P&G Group is entitled to assume the defense and BUYER will reimburse P&G Group for all Damages in connection with such defense.

## **7. LIMITATION OF LIABILITY**

IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT, BUSINESS, OR GOODWILL. IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR ANY DIRECT DAMAGES IN EXCESS OF THE VALUE OF THE ACTUAL SHIPMENT GIVING RISE TO SELLER'S LIABILITY.

## **8. MISCELLANEOUS**

### **8.1 FORCE MAJEURE**

Acts of God, fires, floods, weather, epidemics, war, cybersecurity incident, any strike, lock-out or labor dispute whether in relation to Seller or Seller's supplier; any compliance with any law or with any order of governmental authority; any unavailability of the usual means of transporting Product; any unplanned shutdown affecting the plant; any inability by Seller to acquire anything from any of its usual supply source(s) necessary for manufacturing the Product; or other cause(s) that are beyond the reasonable control of Seller, which prevent Seller from providing the Product ("Force Majeure Event"), will suspend Seller's obligations under this Agreement during the period required to remove such Force Majeure Event. Seller will promptly notify Buyer of the Force Majeure Event and its cause. Seller will allocate its supply of Product to Buyer on a fair and equitable basis as determined by Seller.

### **8.2 PUBLIC DISCLOSURES**

Neither Party will disclose the existence or the terms and conditions of this Agreement or the existence of a relationship between the Parties to any party except as required by law or with the other Party's prior written consent. Buyer, its parents', its affiliates' or subsidiaries' will not use Seller's corporate names or trademarks.

### **8.3 ASSIGNMENT**

Neither Party may assign this Agreement without the express written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliated company without restriction.



#### **8.4 MODIFICATION AND WAIVER**

An amendment, modification, waiver, or discharge of this Agreement is only valid if it is in writing and signed by an authorized representative of the Seller. No waiver of any breach, or the failure of a Party to enforce any of the terms of the Agreement, will affect that Party's right to enforce the terms of this Agreement. Any other modification, amendment or waiver of any provision of this Agreement is null and void.

#### **8.5 ENTIRETY AND AGREEMENT PRECEDENCE**

This Agreement constitutes the entire understanding and agreement between the Parties regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous agreements, oral or written, made between the Parties relating to such subject matter. If there is a conflict between this Agreement and any of the Parties' purchase orders, releases, delivery schedules, invoices, general terms and conditions of trade and other similar preprinted forms that purport to govern the same matter as set forth in this Agreement, then this Agreement prevails.

#### **8.6 SEVERABILITY**

If any provision of this Agreement is declared void, invalid or unlawful by any court or tribunal of competent jurisdiction, then such provision will be deemed severed from the remainder of this Agreement and the balance will remain in full force and effect. The Parties will undertake to replace such provision with valid and enforceable provisions, which, in their commercial effect, approximate as closely as possible the intentions of the Parties as expressed in the void, invalid or unlawful provision.

#### **8.7 COMMUNICATION**

The Buyer will ensure that all communication is in English.

#### **8.8 GOVERNING LAW AND LANGUAGE**

This Agreement will be governed by the laws of the Singapore without reference to principles of conflicts of laws.