

STANDARD CONDITIONS OF PURCHASE

1. GENERAL

1.1 The present document, along with the purchase order to which it relates ("the Purchase Order"), contains all the terms and conditions of the parties' agreement concerning the goods ("the Goods") or services ("the Services") (altogether called the "present Agreement").

1.2 Different or additional terms or conditions in seller's ("Seller") responses are hereby expressly rejected and no subsequent conduct by buyer ("Buyer") shall be deemed to be an acceptance thereof.

1.3 The present Agreement may not be added to, modified or superseded except by a written instrument signed by an authorized representative of Buyer.

1.4 In the event of any inconsistency between the provisions in the Purchase Order or in any formal separate contract which is in writing and the present Agreement, the provisions of the Purchase Order or the formal separate written contract shall prevail.

2. CONCLUSION OF AGREEMENT

2.1 Seller's action in (a) returning an acknowledgement copy of this Purchase Order, (b) delivering Goods or materials, or (c) performing Services, shall constitute Seller's unqualified acceptance to be bound by the present Agreement.

3. SPECIFICATIONS AND WARRANTIES

3.1 The quality, quantity and description of the Goods and/or the Services shall be in strict conformity with the Purchase Order and/or any applicable specification(s) supplied by Buyer to Seller or agreed in writing by Buyer.

3.2 Seller warrants that all Goods and Services delivered are:

3.2.1 of first-class design, construction, execution, materials, composition and quality;

3.2.2 if applicable, in conformity with drawings, other data and the standards designated by Buyer;

3.2.3 of merchantable quality and fit for their intended use;

3.2.4 free of liens and all other encumbrances;

3.2.5 in conformity with applicable government laws and regulations;

3.2.6 free of all patent, license and other intellectual property rights of third parties. All warranties are continuing and survive acceptance of the Goods or Services by the Buyer.

4. PRICE

4.1 The price of the Goods and/or Services shall be stated in the Purchase Order and unless so stated shall be:

4.1.1 exclusive of any applicable value added tax;

4.1.2 inclusive of all other imports and taxes, duties, transport and travelling costs, and costs of insurance, adequate packaging, unloading, inspections, tests, certificates and the like.

4.2 The price shall not be subject to change without the prior written consent of Buyer.

5. PAYMENT

5.1 Seller shall invoice Buyer at any time after delivery of the Goods or performance of the Services.

5.2 Unless otherwise agreed, payment shall be due sixty (60) days after the end of the month following receipt of a correct invoice or the Goods and/or Services, whichever is later. Payments initiated on the second working day of the month following the payment due date shall be deemed timely upon initiation.

5.3 Buyer will be entitled to set off any amount owed to Buyer or any of its affiliated companies from Seller or any of its affiliated companies against any amount payable by Buyer to Seller. In the event such set off involves an affiliate of Seller, Seller hereby agrees to be joint and severally liable on any debt owed by such affiliate up to the amount payable by Buyer to Seller.

5.4 Seller may not assign any monies due or which are to become due under the present Agreement without the written consent of Buyer.

6. DELIVERY

6.1 Delivery takes place on agreed INCOTERMS (ICC INCOTERMS 2010) as stated in the Purchase Order. If no INCOTERMS terms are indicated, delivery shall be understood to occur at the moment unloading has finished taking place at

the location designated by Buyer.

6.2 Time of delivery of the Goods and of performance of the Services is of the essence and shall start to run from the date of acceptance by Seller of the Purchase Order or the date on which Seller is placed in possession of such information and drawings as may be necessary to enable him or her to start work on the Goods or the Services, whichever may be the later.

6.3 Delivery of Goods in installments shall be permitted only with the written consent of Buyer and such permission, if given, shall not entitle Seller to claim payment prior to completion of the present Agreement unless Buyer has agreed in writing.

6.4 If Buyer is not able to accept delivery of the Goods or installation of the Goods when due, Seller will be responsible for arranging suitable storage of the Goods at suitable premises, advising Buyer beforehand of the particulars of such proposed storage and Seller shall also ensure that the Goods and the premises in which they are stored are properly insured against all the usual risks and notify Buyer of such insurance cover.

6.5 If delivery is made before the delivery date specified in the Purchase Order, Buyer may return the Goods to Seller at Seller's risk and expense.

6.6 Each delivery must be accompanied by details of the exact quantity and description of the Goods and/or the Services performed.

Shipping documents and a separate invoice stating the relevant Purchase Order number for each shipment must be sent by first class mail to Buyer's plant or office which issued the Purchase Order on the day on which the shipment is made, marked for the attention of the Accounts Office. When Goods are invoiced by Seller but shipped by a third party, the invoice shall bear the name of the shipper and the point from which the delivery originated. If shipment is not delivered to Buyer's premises, the original bill of lading must be furnished with the invoice(s). Buyer's count shall be accepted as final on all shipments.

6.7 Delivery is completed only if the agreed Goods or Services are delivered in their entirety in accordance with the present Agreement at the location designated by Buyer.

6.8 Seller shall provide Buyer a current material safety data sheet ("MSDS") for each Good supplied to Buyer under the present Agreement on an annual basis or sooner in the event such document has been modified.

6.9 If Seller is in the position of being able to supply some but not all of its customers, Buyer shall be given priority over all other of Seller's customers.

7. CHANGES/EXTRA WORK

7.1 Seller shall not make any changes in designs or specifications to the Goods or Services except with the written consent or at the written request of Buyer.

7.2 Seller shall not change or modify the Goods, its production processes or methods, production location, qualitative and/or quantitative compositions, or other ingredients used in the production process without the prior written consent of or at the written request of Buyer. In case Seller intends to implement one of the described changes or modifications it shall inform Buyer thereof at least (3) months in advance of the proposed change.

7.3 Seller shall at all times make technically feasible changes or additions to agreed Goods or Services, as desired by Buyer.

7.4 Changes and additions shall not lead to an increase in the agreed price or an extension of the agreed time of delivery unless and to the extent reasonable and provided that within five (5) days after request by Buyer for such changes or additions Seller has made a written proposal to Buyer with respect to an increase or an extension before the execution of said changes or additions and also provided that Buyer has agreed in writing with the changes and additions as well as the indicated price by Seller before they are executed.

7.5 Buyer is entitled to rescind or terminate the present Agreement in whole or in part if implementation of the changes or additions it desires does not appear to be possible on conditions acceptable to it. In this case, Seller shall be entitled, if applicable, to compensation as set out under article 16.3.

8. BUYER'S MATERIALS AND EQUIPMENT AND INTELLECTUAL PROPERTY RIGHTS

8.1 All specifications, drawings, patterns, artwork, designs tools,

STANDARD CONDITIONS OF PURCHASE

dies, molds and other items furnished by Buyer to Seller or the cost of which is charged against the Purchase Order (a) are confidential and shall not be disclosed by Seller to any other person without the prior written consent of Buyer, (b) shall not be copied or used for any other purpose other than for the carrying out of the Purchase Order, (c) shall remain the property of Buyer, (d) shall be returned at Seller's risk and expense in good order and condition to Buyer immediately upon request or on completion of the Purchase Order and (e) shall be insured against all risks by Seller until returned to Buyer.

8.2 If any item furnished by Buyer to Seller or the cost of which is charged against the Purchase Order is damaged or destroyed, whether due to the defective workmanship of Seller or any other reason, it shall (at Buyer's discretion) be replaced or paid for by Seller.

8.3 In the present Agreement, the term "Background Intellectual Property" shall mean any information, techniques, know-how, software, materials and other Intellectual Property Rights (regardless of the form or medium in which they are disclosed or stored) which are necessary for the use and exploitation of the Intellectual Property Rights in the Goods assigned under article 8.5 and which Seller owns, or has rights to, on or after the date of the present Agreement which are in existence at the date of the present Agreement or created after the date of the present Agreement other than in the course of providing Goods or services to Buyer pursuant to a Purchase Order.

8.4 In the present Agreement, the term "Intellectual Property Rights" shall mean all intellectual and industrial property rights, including without limitation, patents, rights in know-how, trade marks, trade names, registered designs, models, unregistered design rights, unregistered trade marks and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discover or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and all renewals and extensions of such rights.

8.5 Any and all Intellectual Property Rights created or acquired or otherwise developed by or for Seller pursuant to the Purchase Order, shall, from the date of their creation or acquisition by Seller belong exclusively, in perpetuity, throughout the world, to Buyer. In consideration of the price paid and payable under the present Agreement, Seller accordingly agrees to assign with full title guarantee or to procure that its relevant sub-contractors assigns with full title guarantee to Buyer:

8.5.1 all such Intellectual Property Rights (whether existing or arising in the future); and

8.5.2 all rights Seller or any of its sub-contractors may have to make an application for registered protection for any such Intellectual Property Rights, which belongs to Buyer pursuant to the present Agreement and which would otherwise vest in Seller or any of its sub-contractors and without prejudice to the foregoing Seller assigns to Buyer with full title guarantee by way of present assignment of the future copyright, design right and/or database right (as appropriate), all such future copyright, design right and database right in the United Kingdom and through the world in the Goods or any associated materials including technical materials for the whole term, including any extensions or renewals of such copyright, design right and database right and including the exclusive right to do and to authorize others to do any and all acts restricted by the Copyright Designs and Patents Act 1988 and all rights of a similar nature conferred in respect of such Goods by the laws in force in all other parts of the world.

8.6 Where necessary, Seller shall grant or procure the grant of an adequate license or sub-license to Buyer at no extra cost, of any Intellectual Property Rights which Seller does not own, that are incorporated or utilized in any work done by Seller for Buyer in pursuance of the present Agreement sufficient to enable Buyer to make full use of the results of such work or any Goods to repair, update or maintain the work in which such results are incorporated or the Goods.

8.7 Seller grants Buyer a non-exclusive, royalty-free, worldwide, irrevocable, free assignable, perpetual license (capable of sub-license) to use its Background Intellectual Property for the purpose of using and exploiting the Intellectual Property Rights in the Goods assigned to Buyer under article 8.5.

8.8 Seller agrees to execute such further documents, and take such actions and do such things, as may be reasonably requested by Buyer to give full effect to the terms of the present Agreement and to secure the full right, title and interest of Buyer in the Intellectual Property Rights in the Goods.

8.9 Where the Intellectual Property Rights in the Goods assigned under article 8.5 include copyright material Seller hereby waives, absolutely their moral rights arising under the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights each may have in any territory of the world.

8.10 Seller warrants that:

8.10.1 it is the sole proprietor of the Intellectual Property Rights in the Goods;

8.10.2 all Intellectual Property Rights in the Goods are valid and subsisting;

8.10.3 it has not done or omitted to do any act, matter or thing whereby any of the Intellectual Property Rights may be invalidated in whole or in part and is not aware of any reason that might result in such invalidation;

8.10.4 it has not charged or encumbered any of the Intellectual Property Rights in the Goods and that Buyer shall have quiet possession of the Intellectual Property Rights in the Goods, uninterrupted or disturbed by Seller or any other person claiming under or in trust for it;

8.10.5 any renewal fee payable in respect of the Intellectual Property Rights in the Goods by the date of the present Agreement has been duly paid;

8.10.6 no infringement relating to any of the Intellectual Property in the Goods is subsisting or has occurred;

8.10.7 no other person was involved with Seller in the creation of the Intellectual Property Rights in the Goods; and

8.10.8 it has not granted or assigned any rights of any nature in the Intellectual Property Rights in the Goods to any third party whatsoever in any part of the world.

8.11 Seller agrees to indemnify and to keep Buyer indemnified from and against all costs (including the costs of enforcement), expenses, liabilities, injuries, losses (which includes direct, indirect and consequential loss and loss of profit), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Buyer incurs or suffers as a consequence of a direct or indirect breach of any of its warranties in article 8.10 or out of any claims by a third party based on any facts which, if substantiated, would constitute such a breach, and at the request of Buyer it shall provide all such reasonable assistance as Buyer may request to enable Buyer to resist any action, claim or proceedings brought against Buyer as a consequence of any such breach.

9. PROHIBITION ON CONTRACTING OUT

9.1 Seller is not allowed to transfer or contract out to third parties, in whole or in part, the implementation of the present Agreement except with the advance written consent of Buyer.

10. INSPECTION, TESTING, NO RELEASE

10.1 Buyer is at all times entitled to inspect or have inspected, to examine or have examined and/or to test or have tested the Goods or Services, irrespective of where the Goods are located or the Services are performed.

10.2 Inspection, examination, testing, purchase and/or payment by or on behalf of Buyer does not release Seller from any obligation or liability under the present Agreement.

10.3 Buyer shall notify Seller of defects within thirty (30) working days of receipt of the Goods or Services except in case of hidden defects where such notification shall be made within thirty (30) working days of discovery of such defect.

11. RISK AND TRANSFER OF TITLE

11.1 Goods to be delivered and/or Goods with respect to which Services will be performed are for the account and risk of Seller until the completion of the delivery as referred to in article 6.7.

11.2 If Buyer makes any payment before delivery, the title to the

STANDARD CONDITIONS OF PURCHASE

Goods to be imputed to that payment is transferred to Buyer at the moment of payment. Seller is obligated to identify and to keep identifiable the Goods belonging to Buyer which are still in the possession of Seller and Seller shall hold such Goods on behalf of Buyer.

12. BUYER'S IDENTIFICATION

12.1 Seller agrees that any identification used by Buyer such as trademarks, trade names logos or any markings of decorative styling shall be used only on articles supplied to Buyer.

13. PUBLIC ORDER, SAFETY AND ENVIRONMENT

13.1 Seller shall ensure that it and its employees, or third parties strictly comply with all rules, regulations, orders and instructions relating to public order, safety and the environment in any premises where the Goods are manufactured or handled or dealt with in any way or the Services are performed.

13.2 Seller warrants that all applicable legal and regulatory requirements are complied with. In case the REACH Regulation No 1907/2006 of the European Parliament and the Council (REACH) applies, the latter warranty shall apply until the Goods, its chemical elements and/or compounds as defined by Art. 3 paragraphs 1) and 2) REACH have reached the end of the supply chain. Seller furthermore warrants undertaking its best efforts to keep and defend the marketability of the Goods, including but not limited to: pre-registration, registration, application for authorization and/or defense against restriction. Seller will constantly follow the regulatory status of the Goods, its chemical elements and/or compounds and inform Buyer immediately about any discussion of their regulatory status.

14. LIABILITY AND REJECTION OF PRODUCTS

14.1 Seller hereby agrees to indemnify and hold Buyer, its subsidiaries and the officers, directors and employees of Buyer harmless from and against any and all actual or alleged claims, demands, loss, damage, liabilities, settlement amounts, costs or expenses whatsoever (including court costs and reasonable attorneys' fees and costs) arising from, (a) a breach by Seller of the terms of the present Agreement, which breach shall include, without limitation, (i) a defect occurring in the manufacture, processing, packaging or labeling of the Goods, and (ii) a breach of any of the warranties set out under articles 3; 8.4 and 13.2; (b) injury to property or persons arising out of the act or omission or the negligence of Seller, its employees, servants, agents, sub-contractors or others in connection with the performance of the present Agreement.

14.2 Buyer reserves the right to reject all or any part of the Goods and/or the Services which Buyer considers do not conform with article 3 of the present Agreement or to the Purchase Order and to return such rejected Goods to Seller at Seller's risk and expense and without prejudice to any other remedy Buyer may have at law. Buyer may, at its option, have the rejected Goods and/or Services or part thereof replaced or re-performed by the Seller at Seller's expense.

15. INSURANCE

15.1 Seller shall at all times possess the following insurance coverage:

15.1.1 Employers Liability to a minimum of £500,000 (GBP) each accident/disease;

15.1.2 Public Liability to a minimum of £1,000,000 (GBP) for any one incident and £2,000,000 (GBP) in aggregate losses unless otherwise agreed by the Buyer in writing;

15.1.3 Product Liability to a minimum of £10,000,000 (GBP).

15.2 Upon request, Seller will submit evidence of such insurance to Buyer for approval prior to commencing any work under the present Agreement.

16. SUSPENSION/RESCISSION/TERMINATION

16.1 Buyer is authorized to suspend its obligations pursuant to the present Agreement or to rescind or terminate the present Agreement in whole or in part (hereafter: "rescission") by means written notice and without previous notice of default, if and insofar as Seller suffers an Insolvency Event as defined in article 16.2 below.

16.2 Under the present Agreement an Insolvency Event shall have the following meaning:

16.2.1 the occurrence of any of the following events (or any event analogous to any of the following) in a jurisdiction other than

England and Wales in relation to the relevant entity:

16.2.1.1 the entity passing a resolution for its winding up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity being otherwise dissolved;

16.2.1.2 the appointment of an administrator of or, the making of an administration order in relation to the entity or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or part of the entity's undertaking, assets, rights or revenue;

16.2.1.3 the entity entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or takes steps to obtain a moratorium or makes an application to a court of competent jurisdiction for protection from its creditors;

16.2.1.4 the entity being unable to pay its debts or being capable of being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

16.2.1.5 the entity entering into any arrangement, compromise or composition in satisfaction of its debts with its creditors;

The parties agree that a resolution be the relevant entity or a court order that such entity be wound up for the purpose of a bona fide reconstruction or amalgamation shall not amount to an Insolvency Event.

16.3 Failure to fulfill in a timely fashion as referred to in article 16.1 also occurs if there is a delay in production or implementation plans received or stipulated by Buyer, or if under the circumstances, the presumption is reasonably justified that a delay shall take place in the execution of any (or part of an) obligation under the present Agreement.

16.4 Buyer is authorized to rescind the present Agreement in whole or in part by means of a written declaration if the agreement with its buyer or customer for whose benefit the present Agreement with Seller was solely entered into is for whatever reason rescinded, terminated or suspended in whole or in part. In that case, as well as in the case of article 7.5, Buyer is only obligated to compensate Seller at the pro-rata price for the Goods or Services already delivered.

16.5 If Buyer or the Seller is prevented from fulfilling its obligations under the present Agreement for more than thirty (30) days by force majeure, both parties are entitled to rescind the present Agreement by means of a written declaration of rescission, against compensation at the pro-rata price for the Goods or Services already delivered.

16.6 Apart from the above-mentioned cases, Buyer shall have the right to terminate the present Agreement for convenience by serving written notice upon Seller. In the event that Buyer exercises the right of termination contained in this article 16.6, it shall pay to Seller the pro-rata price for the Goods or Services already delivered, and if Seller establishes that it has suffered damage or loss, due to such termination, Buyer shall, make a compensation payment to Seller in an amount no greater than ten percent (10%) of the outstanding agreed price. This compensation payment shall be Seller's sole financial remedy against Buyer for such termination.

17. CONFLICT MINERALS

Seller represents, warrants, certifies and covenants that:

17.1 no materials supplied to Buyer have been or will be produced utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of the laws governing minimum working age, minimum wage, hours of service, and overtime in the country of manufacture;

17.2 Seller will not directly or indirectly pay, offer, give, promise to pay or give, or authorize the payment or giving of any money or anything of value to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with the supply of materials or services hereunder; and Seller will comply with all applicable country laws relating to anti-corruption or anti-bribery, including, but not limited to, legislation implementing the Organization for Economic Co-operating and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention") and any related guidance (including but not limited to the "OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas"), the U.S.

STANDARD CONDITIONS OF PURCHASE

Foreign Corrupt Practice Act, as amended, (FCPA) (15 U.S.C §§78dd-1, et. seq.), the U.K. Bribery Act 2010 (Bribery Act, 2010, c. 23 (U.K.)), and any other applicable country laws relating to anti-corruption or anti-bribery;

17.3 Seller complies with Section 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank") and its implementing regulations and any other applicable country laws relating to "conflict minerals" (columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives including tungsten, tin and tantalum) mined in the Democratic Republic of Congo or its adjacent countries;

17.4 Seller has established an effective program to ensure that any suppliers it utilizes to provide any goods or services that will be incorporated into products or services supplied hereunder will be in conformance with the requirements of 7(a) (i) to (xii) of Dodd-Frank cited above;

17.5 No materials supplied hereunder will contain any conflict minerals mined in the Democratic Republic of Congo or its adjacent countries unless Seller certifies that such conflict minerals are conflict-free; and

17.6 From time to time, at Buyer's request, Seller shall provide certificates to Buyer relating to compliance with any applicable legal requirements, including those listed in Section 7(a) of Dodd-Frank.

18 ANTI-CORRUPTION

18.1 Seller will, and will procure that its officers, employees, agents and any other persons who perform services for or on behalf of it in connection with the present Agreement will:

18.1.1 not commit any act or omission which causes or could cause it or Buyer to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption;

18.1.2 comply with Buyer's anti-corruption policy as updated from time to time;

18.1.3 keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with the present Agreement and the steps it takes to comply with this article 18.1, and permit Buyer to inspect those records as required;

18.1.4 promptly notify Buyer of:

18.1.4.1 any request or demand for any financial or other advantage received by it; and

18.1.4.2 any financial or other advantage it gives or intends to give,

whether directly or indirectly in connection with the present Agreement; and

18.1.5 promptly notify Buyer of any breach of this article 18.1.

18.2 Buyer may terminate the present Agreement immediately by giving written notice to that effect to Seller if Seller is in breach of article 18.1.

18.3 Seller will indemnify Buyer on demand against all losses, liabilities, costs, damages and expenses that Buyer does or will incur or suffer, all claims or proceedings made, brought or threatened against Buyer by any person and all losses, liabilities, costs (on a full indemnity basis), damages and expenses Buyer does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with any breach by Seller of any of its obligations under article 18.1 (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations), including the costs of procuring the Goods and/ or Services from a person other than Seller [(including the costs of interim service provision, the costs of any re-tender and the amount by which any new service provider's prices exceed the price and/ or charges payable to Seller under the present Agreement. Seller will have no liability, to Buyer under this article 18.3 for any loss, liability, cost, damage, expense, claim or proceeding to the extent that it would not have been incurred or suffered but for Buyer's criminal liability.

18.4 Seller will indemnify Buyer on demand against all losses, liabilities, costs, damages and expenses that Buyer does or will incur or suffer, all claims or proceedings made, brought or threatened against Buyer by any person and all losses, liabilities, costs (on a full indemnity basis), damages and expenses Buyer does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with any proceedings under

section 7 Bribery Act 2010 being brought against Buyer as a result of the conduct of Seller or any of its officers, employees, agents or any other persons who perform services for or on behalf of it in connection with the present Agreement, where such proceedings do not result in a conviction against Buyer, including the costs of procuring the Goods and/ or Services from a person other than the Seller .

19. DISPUTES AND APPLICABLE LAW

19.1 The present Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

19.2 Each party agrees that the Courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the present Agreement .

19.3 The present Agreement between Buyer and Seller is subject to the law of the country in which Buyer's entity that has made the Purchase Order has its registered seat. The application of the UN Convention of Contracts for the International Sale of Goods is excluded.

20. GENERAL

20.1 Failure to exercise or delay in exercising any right or power under the present Agreement shall not operate as a waiver nor shall any single or partial exercise of any right power or privilege preclude any other or further exercise thereof or the exercise of any other power right or privilege.

20.2 Buyer is a member of the group of companies whose ultimate holding company is Cytec Industries Inc., and accordingly, Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of Buyer;

20.3 Notwithstanding any other provision of the present Agreement, or any forecast, estimate, or course of dealing between the parties, Buyer shall not be required to order, or take or pay Seller for any minimum quantity of Goods.

20.4 Should any part of the present Agreement be held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provision shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of the present Agreement shall remain binding upon the parties.

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