

**GENERAL TERMS and CONDITIONS APPLICABLE TO THE SALE AND DELIVERY OF GOODS  
BY CYTEC ENTITIES IN THE ASIA PACIFIC REGION (legal entity further identified in the order acknowledgement/delivery  
documents/invoice) EXCLUDING CYTEC AUSTRALIA HOLDINGS PTY LTD (HEREAFTER: SELLER)**

1. **GENERAL**
- 1.1 These terms and conditions apply to all offers by and all orders to SELLER for the sale and delivery by SELLER of products ("Goods"), and to all agreements with SELLER with respect thereto.
- 1.2 The applicability of terms and conditions of any other party or any buyer ("BUYER") is hereby expressly excluded, whether contained in any earlier or later order or other document provided by BUYER.
- 1.3 Provisions that deviate from these terms and conditions can be invoked by BUYER only if and to the extent that those provisions are accepted by SELLER in writing. Provided that SELLER has expressly accepted such provisions in writing, if there are any inconsistencies between the said provisions and these terms and conditions, the said provisions shall prevail.
2. **OFFERS, ORDERS AND AGREEMENTS**
- 2.1 All offers from SELLER are non-binding.
- 2.2 Orders or any acceptance of SELLER's offers by BUYER are irrevocable.
- 2.3 SELLER shall only be bound when it has accepted a BUYER order or BUYER offer in writing. Verbal commitments or agreements by or with its personnel do not bind SELLER except and insofar as SELLER confirms these in writing.
- 2.4 Any changes to any concluded agreements must also be in writing and accepted by both SELLER and BUYER.
3. **PRICE**
- 3.1 Prices set by or agreed to with SELLER are exclusive of VAT and/or GST. They are valid for Carriage Paid To (CPT) as referred to in the INCOTERMS 2010 unless otherwise agreed.
- 3.2 SELLER reserves the right to review and adjust prices by serving written notice to BUYER, and to apply the then-current price of Goods in effect on the date of shipment to fulfill any of BUYER's orders.
4. **DELIVERY PERIOD AND DELIVERY**
- 4.1 The delivery period starts after the occurrence of all of (i) the execution of the agreement, (ii) SELLER's receiving of all data and information requested from BUYER, and (iii) (if appropriate) the receipt by SELLER of advance payment or security for payment has been put at SELLER's disposal.
- 4.2 All shipment and delivery dates are estimated dates only. Failure to ship or deliver within an agreed or stipulated period does not entitle BUYER to any damages or compensation. BUYER is, however, entitled to rescind the delayed order by written notice, provided only that after a failure to deliver within an agreed delivery period, SELLER still fails to deliver the Goods in question within a reasonable period stipulated by BUYER in writing.
- 4.3 Delivery periods will be extended by the amount of time that the implementation of the agreement is delayed by force majeure events. They will also be extended by the time that BUYER has delayed in the fulfillment of any obligation which has been agreed to or could reasonably be expected by SELLER.
- 4.4 SELLER has the right to deliver the Goods in parts, and/or through an affiliate, for any order by or agreement with BUYER. Each partial delivery will be deemed a separate delivery with respect to the applicability of these conditions.
- 4.5 SELLER shall not be obliged to deliver, in any month, any quantity of Goods in excess of ten percent (10%) of BUYER's forecasted annual purchase volume for Goods made known to SELLER, or in the absence of a forecasted annual purchase volume, ten percent (10%) of the average historical purchase volume of BUYER over the preceding twelve months subject always to the availability of such Goods and SELLER's right to allocate available Goods for its internal use and other buyers. SELLER's weights taken at shipping point shall govern. SELLER reserves the right to route shipments.
5. **TRANSPORTATION AND EQUIPMENT**
- 5.1 In all cases where SELLER arranges for transport, it is entitled to solely determine the means, time schedule, or any other specification or detail thereof.
- 5.2 SELLER is only obliged to co-operate in filling or loading containers, tankers, trucks and/or other means of transportation equipment arranged for by BUYER, provided that these are (i) in a ready-to-fill position, (ii) comply with SELLER and all competent Government safety specifications, and (iii) all instructions by SELLER with respect to loading are strictly and completely followed without delay.
- 5.3 SELLER's returnable semi bulk containers and (other) equipment of SELLER, if put at BUYER's disposal, should be used in conformity with SELLER's instructions and returned to SELLER in conformity with SELLER's request or any expressed agreement between parties or, in the absence of an agreed date of return, as soon as possible after the agreed or intended use thereof.
- 5.4 Unless otherwise specified, Goods containers must not be reused for food, water, agricultural, pharmaceutical or cosmetic purposes under any circumstances.
6. **RISK, TITLE, INTELLECTUAL PROPERTY**
- 6.1 Risk of damage to or loss of the Goods shall be transferred to BUYER upon SELLER's delivery of such Goods or when SELLER has complied with its delivery obligations, whichever is satisfied first.
- 6.2 Title to all Goods sold and delivered by SELLER shall remain as SELLER's until such time that BUYER has paid in full all that is owed to SELLER in connection with the relevant order or agreement and/or earlier or later orders or agreements of the same nature, including without limitation to damages, costs and interest. Upon complete payment of the above, BUYER will receive good title to all such Goods free from any lien or encumbrance.
- 6.3 All industrial and intellectual property rights to or associated with the Goods delivered shall remain with SELLER or third parties entitled thereto, and shall never be deemed as transferred to BUYER upon any purchase of Goods.
- 6.4 BUYER shall not by any means, directly or indirectly, study, analyse, dissect, or conduct reverse engineering on any of the Goods, or attempt to infringe any of the intellectual property rights associated with the Goods.
- 6.5 BUYER shall not market, sell or trade any Goods under SELLER's trademark without SELLER's prior written permission.
7. **INSPECTION, ACCEPTANCE**
- 7.1 BUYER is obliged to take physical acceptance of the Goods at the agreed location at the time of delivery. All costs of SELLER associated with a failure to take acceptance of the Goods shall be borne by BUYER, including without limitation costs of transport and storage.
- 7.2 BUYER is obliged to inspect the Goods with respect to weight, quantity and immediately noticeable defects at the time of physical delivery.
- 7.3 Claims with respect to immediately noticeable defects should be notified to SELLER in accordance with Article 9 hereof and SELLER's obligations are as described therein.
- 7.4 Claims with respect to shortages (weight, quantity) should be notified to SELLER in writing within fourteen (14) calendar days after physical delivery. In the case of a duly made and justified complaint, SELLER shall, at the option of BUYER, either arrange for an additional delivery or credit BUYER in proportion to the extent of the shortage. With respect to shortages, SELLER shall have no further liability than the above obligations.
- 7.5 For sales of Goods related to SELLER's Aerospace and Industrial Materials businesses, SELLER's shipment of quantity ordered plus or minus ten percent (10%) shall be deemed compliant with the order and BUYER shall be obliged to pay for the actual quantity shipped.
8. **FORCE MAJEURE**
- 8.1 In the event that the implementation of an order or agreement is, in whole or in part, prevented or impeded by circumstances reasonably out of SELLER's control, including without limitation to natural disasters, epidemics, war, mobilisation, revolution, site or building blockades, strikes, specific work interruptions or work-to-rule slowdowns and lockout, transport interruptions, shortage of raw materials or energy, delay in the provision to SELLER of Goods or services ordered from third parties, accidents and interruptions of business operations, government intervention ("Force Majeure Event"), and that SELLER is adversely affected by such Force Majeure Event, the obligations of SELLER under relevant orders and/or agreements shall be suspended. In addition, SELLER shall be entitled to allocate available raw materials and Goods for its internal use and other buyers if the Force Majeure Event lasts longer than four (4) weeks, SELLER and BUYER are both authorized to rescind the non-feasible parts of the affected order or agreement by a written declaration, without prejudice to the provisions of Article 13 hereof.
9. **WARRANTY**
- 9.1 SELLER warrants conformity of its Goods with SELLER's own specifications. **NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER OF FITNESS OR AGAINST INFRINGEMENT OR OTHERWISE, IS MADE AS TO THE GOODS SOLD OR ANY INSTRUCTIONS OR TECHNICAL ADVICE PROVIDED. ANY TECHNICAL ADVICE PROVIDED OR RECOMMENDATION MADE BY SELLER OR ANY REPRESENTATIVE OF SELLER CONCERNING ANY USE OR APPLICATION OF ANY GOODS IS BELIEVED TO BE RELIABLE BUT SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ITS ACCURACY OR COMPLETENESS OR THE RESULTS TO BE OBTAINED WITH REGARD TO PROCESSING OR USING OF ANY GOODS BUYER INDEPENDENTLY CONDUCTS, AND ASSUMES FULL RESPONSIBILITY FOR QUALITY CONTROL, TESTING AND DETERMINATION OF SUITABILITY OF GOODS FOR ITS INTENDED APPLICATION OR USE.** In case of immediately noticeable defects or other defects for which claims are submitted or and accepted by SELLER in accordance with these terms and conditions, SELLER will at its own discretion either redeliver at no cost or credit BUYER as far as reasonable in whole or in part for the invoice value of the Goods in question.
- 9.2 With respect to immediately noticeable defects, BUYER must submit a claim within fourteen (14) calendar days as from the date of delivery of the Goods. Failure to do so will result in the loss of BUYER's product warranty entitlement regarding any immediately noticeable defects towards SELLER.
- 9.3 Claims with respect to other defects must be made within fourteen (14) calendar days after their appearance. Failure to do so will result in the loss of BUYER's product warranty entitlement regarding such defects towards SELLER.
- 9.4 Any right to a warranty lapses if:
  - a. directions given by SELLER for transporting or storage are not duly followed;
  - b. Goods are used improperly or not in conformity with instructed, requested or usual purpose.
  - c. BUYER has not fulfilled any of its obligations towards SELLER under any related order or agreement, or has not duly or timely fulfilled them.
- 9.5 SELLER's liability in connection with any and all defects of Goods it delivers shall be limited to its warranty obligations described in these terms and conditions.
10. **LIABILITY**
- 10.1 SELLER shall not be liable for consequential, indirect, special or punitive damage under any circumstances whatsoever including for loss of profits.
- 10.2 Notwithstanding anything else to the contrary in these terms and conditions, to the fullest extent permitted by applicable laws and regulations, no damages to be borne by SELLER shall be higher than the invoice value of the Goods delivered whereby or in connection with which the damage was caused.
- 10.3 Any claim toward SELLER, except those recognized by SELLER, lapses after a period of twelve (12) months from the time the claim arose.
- 10.4 SELLER's employees, or independent contractors brought in by SELLER for the implementation of any order or agreement, may, toward BUYER, invoke all means of defence under the relevant agreement and these terms and conditions as if they themselves were party to such agreements.
11. **PAYMENT AND SECURITY**
- 11.1 Payment by BUYER must be completed within thirty (30) days of the invoice date unless agreed otherwise by SELLER. SELLER has however at all times the right to claim full or partial payment in advance, and/or otherwise to obtain security for payment.
- 11.2 BUYER waives any right to set off amounts charged by and between parties. Warranty claims do not suspend the payment obligations of BUYER and shall not be used to set off any amount due by BUYER.
- 11.3 If BUYER fails to duly and timely make payment of any amount it owes pursuant to the foregoing, it is in default without notice. As soon as BUYER is in default on any payment, all SELLER's remaining claims on BUYER become due, and BUYER is immediately in default without notice with respect to those claims. As from the day on which BUYER is in default, it owes SELLER late interest of one percent (1%) per month on the amount due until paid.
12. **RESELLERS, DISTRIBUTORS AND EXPORTERS**
- 12.1 In the event that BUYER intends to export, distribute or resell any portion of the Goods, Buyer hereby undertakes that:
  - a. **RELATIONSHIP.** BUYER is and shall act as an independent exporter, distributor or reseller and shall purchase Goods from SELLER for its own account. BUYER shall bear its own costs and expenses in performing under these terms and conditions, the relevant agreement or order and shall not receive any commission or other remuneration from SELLER. BUYER shall be responsible for any losses arising from the inability or failure of its customers to pay. BUYER shall not have the power to act, and shall not hold itself out, as an agent or representative of SELLER or as an affiliate of SELLER, and shall not conclude contracts, enter into obligations or make representations on behalf of or for the account of SELLER or any affiliate of SELLER, or bind or attempt to bind SELLER or any affiliate of SELLER in any way whatsoever without the prior written consent of SELLER signed by an authorized representative of SELLER.
  - b. **PACKAGING AND LABELING.** BUYER shall not repack or remove any of SELLER's labels from any Goods, but shall resell them only in the container in which they were originally packaged by SELLER, unless repackaging has been authorized by prior written approval of SELLER. BUYER shall not, at any time, sell, promote or advertise any of the Goods for any use or purpose other than such uses or purposes as are disclosed on the labels of Goods or in specifications published by SELLER.
  - c. **EXPORT CONTROL.** Any and all obligations of SELLER to provide the Goods, as well as any technical data, shall be subject in all respects to such laws and regulations as will from time to time govern the export, license or delivery of technology and products. BUYER represents and warrants that it will not export or re-export the Goods or technical data related thereto except in conformity with all applicable laws and regulations including those of the country of export and those of the country of origin of the Goods. BUYER agrees that, unless prior written authorization is obtained from relevant authorities explicitly permitting the export, re-export, and/or transshipment of the Goods or technical data disclosed or provided to BUYER, BUYER shall not export, re-export, or transship, directly or indirectly, the Goods or technical data, to any embargoed country.
  - d. **PROHIBITED CUSTOMERS.** BUYER further agrees not to resell Goods to any organization, public or private, which engages in the research or production of military devices, armaments, or any instruments of warfare, including biological, chemical and nuclear warfare without first obtaining permission in writing signed by an authorized representative of SELLER.
  - e. **LICENSES AND APPROVALS.** BUYER represents and warrants that it shall, at its expense, obtain any and all import licenses and governmental approvals that may be necessary to permit the sale by SELLER and the purchase by BUYER of the Goods. BUYER shall comply with all registration requirements in all applicable jurisdictions, obtain such approvals from the banking and other governmental authorities as may be necessary to guarantee payment of all amounts due hereunder to SELLER and comply with any and all governmental laws, regulations, and orders that may be applicable to BUYER, including but not limited to any requirement to be registered as an independent distributor or reseller with any governmental authority, and including but not limited to any and all laws, regulations, or orders that govern or affect the ordering, export, shipment, import, sale (including government procurement), delivery, or redelivery of the Goods. BUYER shall furnish SELLER with such documentation as SELLER may request to confirm BUYER's compliance with this sub-article and agrees that it shall not engage in any course of conduct that, in SELLER's reasonable belief, would cause SELLER to be in violation of the laws of any jurisdiction.
- 12.2 **INSURANCE.** During the time period in which BUYER is distributing or reselling any Goods, BUYER agrees to obtain and maintain, at a minimum, the following insurance coverage: Comprehensive General Liability affording coverage for bodily injury and broad form property damage including Independent Contractor, Completed Operations/Products and Blanket Contractual Liability of US\$2,000,000 per occurrence/ US\$5,000,000 in the aggregate. At SELLER's request, BUYER shall furnish evidence of such coverage.
13. **SUSPENSION, RESCISSION**
- 13.1 If BUYER fails to duly and timely fulfill one or more of its obligations, is declared bankrupt, requests (temporary) moratorium, or proceeds with the liquidation of its business, as well as when its assets are attached in whole or in part, or is engaged in other similar procedures or actions, SELLER has the right to suspend the implementation of any order or agreement or to cancel any order or rescind any agreement in whole or in part, without prior notice of default, by written declaration, at its option and without prejudice to any rights to compensation for costs, damages and interest.
- 13.2 BUYER is authorized to rescind only in the cases referred to in Articles 4.2 and 8.1 of these terms and conditions, and then only after payment to SELLER of all amounts owed to SELLER at that time, whether or not due.
14. **DISPUTES AND APPLICABLE LAW**
- 14.1 All disputes existing between the parties shall be heard exclusively by the competent Court of the registered seat of SELLER entity that has confirmed the order, unless SELLER prefers another competent forum.
- 14.2 All agreements between SELLER and BUYER are subject to the law of the country in which SELLER entity that has confirmed the order has its registered seat.
- 14.3 All costs or expenses of SELLER (including judicial costs & lawyers' fees) incurred in connection with the collection of any claim on BUYER are for the account of BUYER.
15. **SEVERABILITY**
- 15.1 In case one or more provisions of these terms and conditions would be held invalid or unenforceable, the invalid or unenforceable part or provisions shall be replaced with a provision which accomplishes, to the extent possible, the original intent of such part or provision in a valid and enforceable manner. Failing such replacement, SELLER shall have the option to cancel the entire transaction or to proceed based on the other provisions which remain valid.
16. **REACH**
- 16.1 In the event that REACH Regulation No 1907/2006 of the European Parliament and the Council ("REACH") applies and if BUYER makes a new use known to SELLER according to Art. 37.2 of REACH in order to extend the scope of registration of the Goods, its chemical elements and/or its compounds as well as each mixture or solution supplied as defined by Art. 3 paragraphs 1) and 2) of REACH, BUYER shall be responsible for providing all information and data which are necessary for the update of the registration and bear any related additional costs.
17. **NO CORRUPT PRACTICES**
- 17.1 In the event that BUYER is acting as SELLER's agent, distributor or reseller, BUYER certifies that neither it, nor any of its directors, officers, employees, or agents is an official, agent, or employee of any government or governmental agency or political party or a candidate for any political office on the date of any order BUYER places or agreement BUYER has with SELLER. BUYER shall promptly notify SELLER of any event that would or may result in an exception to the foregoing representation. BUYER shall not, directly or indirectly, in the name of, on behalf of, or for the benefit of SELLER pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give or authorize the giving of anything of value to, any official, agent or employee of any government, governmental agency or government-owned or controlled enterprise, or to any political party or candidate. BUYER shall require each of its directors, officers, employees, and agents to comply with the provisions of this Article. Any breach of the provisions of this Article shall entitle SELLER to terminate the agreement immediately, without notice and without liability to BUYER.