



## Terms and Conditions of Purchase Order

- 1. GENERAL.** In these terms and conditions "Buyer" refers to TR International Trading Company, DBA Catalynt Solutions, Inc., and "Seller" refers to the individual, firm or company with whom the Buyer has placed a Purchase Order. The terms "Contract" and "Agreement" shall refer to any Purchase Order, along with these Terms and Conditions, placed by the Buyer, and accepted by the Seller for the delivery of Goods. "Purchase Order" means the Buyer's written instruction to Seller to supply the Goods, incorporating these terms and conditions. "Goods" means any Goods agreed in the Contract to be bought by the Buyer from the Seller (including any part or parts of them).
- 2. TERMS.** These terms are the only terms upon which the Buyer is prepared to deal with the Seller and they shall govern all contracts between them to the exclusion of all other terms or conditions, unless agreed to in writing by both parties.
- 3. PURCHASE ORDERS.** All Purchase Orders, including Purchase Orders for direct deliveries, shall be acknowledged by the Seller prior to dispatch or within five (5) working days of the Seller's receipt of the Purchase Order, whichever is the earlier, confirming the material terms contained on the Purchase Order and these Terms and Conditions. In the event that the Seller does not formally acknowledge the Purchase Order, the Seller shall be deemed to have acknowledged the Purchase Order upon partial or full performance of the Purchase Order, or within five (5) working days of Seller's receipt of the Purchase Order, whichever is earlier. Any modification of the Purchase Order or Agreement by the Seller is required to be expressly set out in writing, and shall become effective only when such modifications are approved by the Buyer in writing.
- 4. DELIVERY AND QUANTITY.** In the absence of any agreement to the contrary, the Goods shall be delivered by the Seller, in accordance with the terms stated in the Purchase Order, on the stipulated date and time at the expense of the Seller. The Seller shall promptly notify the Buyer if the agreed date of delivery cannot be met, and provide the estimated new delivery date. The Buyer is entitled to terminate the Contract to the extent that the Buyer, in its sole discretion, determines that the delay is significant. The Buyer shall in such case be entitled to compensation for costs incurred and losses suffered, including, but not limited to, anticipated profits and consequential loss. If the Goods are delivered to the Buyer in excess of the quantities ordered, the Buyer shall not be bound to pay for the excess and any excess will remain at the Seller's risk and will be returnable at the Seller's expense. If the Seller is responsible for delivery or for arranging delivery of the Goods, the Seller will be liable for all damage which it or its carrier causes to the Goods or the Buyer's property, or the property of a Buyer's customer, agent, warehouse, or other contractor, in the course of delivery. If Goods are delivered before the date specified in the Purchase Order, the Buyer shall be entitled at its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the contractual date of delivery. In the case of Goods supplied from outside the country from where it will be delivered, the Seller shall ensure that all required documents, including, but not limited to ISF documents, and accurate information is provided to the Buyer as to the country of origin of the Goods. The Seller shall be liable to the Buyer for any additional costs, duties, or taxes for which the Buyer may be accountable should the country of origin prove to be different from that advised by the Seller, and for any costs, duties, fees, fines and penalties assessed as a result of Seller's failure to provide required documentation on time. Unless otherwise stated in the Purchase Order, Seller is responsible for obtaining all the export and/or import licenses for the Goods and shall be responsible for any delays due to such licenses not being available when required.
- 5. PROOF OF DELIVERY ("P.O.D").** Where the Buyer has requested that the Seller deliver direct to the Buyer's customer, a signed P.O.D. (with all details, including the Buyer's customer's signatory name, clearly printed) must be provided to the Buyer's site from where the Purchase Order was placed. The P.O.D. must quote the Buyer's Purchase Order number, quantity and description of Goods delivered and be received at that site, free of charge, within 3 working days of delivery of the Goods.
- 6. CERTIFICATES OF ANALYSIS.** Certificates of Analysis for all chemical products shall be provided free of charge with all deliveries and faxed prior to delivery, unless otherwise agreed in writing. They must quote the manufacturer's batch number or lot number, the Buyer's Purchase Order number, and any other information requested on the Buyer's Purchase Order.
- 7. DOCUMENTATION.** The Seller shall provide the Buyer with relevant documentation (including but not limited to the Certificates of Analysis and Material Safety Data Sheets "MSDS") before and at the time of delivery. The Buyer is entitled to use the documentation without restrictions, including but not limited to, the right to make copies of the documentation.
- 8. THE SELLER'S RESPONSIBILITY FOR DEFECTIVE GOODS.** The Goods shall be of the best available design, of the best quality (including packaging), material and workmanship, be without fault and conform in all respects with the Purchase Order and any specifications supplied or advised by the Buyer to the Seller. The Seller warrants, represents and undertakes to the Buyer that: the Goods are supplied in accordance with the specifications agreed by the parties and have been tested accordingly by the Seller; the Goods are of good quality, free from faults or defects and fit for their purpose; the Goods and their packaging are compliant with all applicable laws and regulations which may govern in any jurisdiction which may apply; all information provided by the Seller to the Buyer in relation to the Goods shall be true and accurate in all material respects; and it has provided the Buyer with all product and technical information as may be required by law. If the Goods are not compliant with any provision of the Contract, they shall be considered defective. The Buyer must notify the Seller of the Defect within 30 days of delivery that the Goods are defective for the claim to be valid. If the Goods are defective, the Buyer is, without prejudice to the Buyer's other rights under Contract or law, entitled to request remedy of the defect by repair, or delivery of substitute goods, or a price reduction. The Buyer shall in such case be entitled to compensation for costs incurred and losses suffered, including, but not limited to, anticipated profits and consequential loss. The Seller is only entitled to remedy the defect by repair or by delivery of substitute goods if the Buyer agrees thereto. The Seller shall bear all costs and all risk in the event of remedy by repair or by delivery or substitute goods. The Seller shall fulfill its obligation to repair or delivery of substitute goods within 5 working days from the Buyer's first request. If the Seller fails to fulfill its obligation within the stipulated time, the Buyer may purchase the goods from a third party or have measures taken by a third party on the Seller's account and risk. If The Buyer should choose a price reduction, it shall correspond to the decreased value the Goods have for the Buyer due to the defect. The Seller has the same liability for repaired or exchanged parts of the Goods as for the original Goods. Without prejudice to the Buyer's other rights under the Contract or law, the Buyer is entitled to receive compensation from the Seller for any and all losses and damages suffered by the Buyer due to Goods being defective. The Buyer is entitled to terminate the Contract, wholly or partially, if a defect is of significant importance to the Buyer. The Buyer may return or keep defective Goods at the expense of the Seller until the Seller has issued further instructions as to what should be done with the Goods. Storage of the Goods will be made at Seller's account and risk.
- 9. INSPECTION.** The Buyer is not obligated to perform a specific inspection of the Goods after delivery. The Seller is obligated to subject all Goods to be supplied to the Buyer or to third parties under the Contract to an exit inspection. The Seller must provide the Buyer with photographic and/or video documentation of the condition of all Goods once prepared for transport, prior to releasing the Goods for transport. The Buyer is at all times entitled to inspect the Goods to be delivered or to have the Goods inspected by its representatives, both during production, processing and storage, and after delivery and the Seller shall assist the Buyer in this respect. Such inspection by the Buyer shall not mean that the Goods shall be deemed delivered or accepted by the Buyer. The Buyer's failure to discover a defect to the Goods during an inspection, or after receipt of the required photographic and/or video documentation, shall not relieve the Seller of any responsibilities if a defect to the Goods is discovered at a later stage.
- 10. TITLE AND RISK.** Title and risk in the Goods shall pass to the Buyer as governed by the Incoterms stated on the Purchase Order, as governed by Incoterms 2010. Nothing in this condition shall affect any right of the Buyer to reject Goods.
- 11. PRICE.** The price payable shall be that specified in the Purchase Order. The invoice must be raised in the currency which is stated on the Purchase Order.
- 12. PAYMENT.** Payment terms shall be as stated on the Purchase Order, unless agreed in a writing signed by the Buyer. If the Buyer is in delay with payment of amounts due, such delay shall not constitute a material breach that gives the Seller a right to terminate the Contract. If the Buyer objects to an invoice the Buyer shall be entitled to suspend payment until the objection has been resolved between the parties.



13. **INVOICES.** All invoices must be sent to the Buyer's address as stated in the Purchase Order and quote the Buyer's Purchase Order number. Any invoices that require a credit note from the Seller will not be paid until the credit note of the correct value is received. The credit note must quote the Buyer's Purchase Order number.
14. **OFFSET OF AMOUNT DUE.** The Buyer may deduct from any monies due or becoming due to the Seller any money that may be due to the Buyer from the Seller.
15. **INDEMNITY.** The Seller shall, in addition to any other remedy available to the Buyer under the Contract or according to law, indemnify the Buyer against all losses, actions, costs, claims, demands, expenses and liabilities, including, but not limited to, anticipated profits and consequential losses, howsoever arising or incurred by the Buyer in relation to: the Seller's breach of the Contract; the provision of insufficient and/or inaccurate and/or incomplete information by the Seller; the failure of the Seller to provide adequate written notice of any change in product specification; damages to the products, and all claims made against the Buyer arising out of acts or omissions of the Seller, its employees, agents or its subcontractors. In the event that any claim is made against the Buyer, any claims made or liabilities assigned to the Buyer are limited to the Buyer company, and no liability or damages shall be collected from or assigned to any individual shareholder, director, officer, employee, or representative of the Buyer.
16. **LEGAL REQUIREMENTS.** "Laws" or Legislation means including but not limited to any regulation, statute, statutory instrument, standards, business practice, law, production, Purchase Order resolution, notice, rule of court, bylaw, directive, code of conduct or other instrument or requirement having the force of law within any national or local jurisdiction issued, declared, passed or given effect to in any manner in the United States of America. "Legal Requirements" means Laws and Legislation applicable to the Goods. The Goods shall be provided by the Seller in compliance with all relevant Legal Requirements and all relevant codes, guidance, and other requirements of any relevant government agency. To the extent that any codes, guidance and/or requirements are advisory rather than mandatory, the standard of compliance to be achieved by the Seller shall be the best practice of the relevant industry, unless otherwise specified by the Buyer. In all cases the costs of compliance shall be borne by the Seller.
17. **CHANGES TO PRODUCTS, PROCESSES OR SITE OF MANUFACTURE.** The Seller shall notify the Buyer in writing in if it intends to make changes to products and/or processes, alterations to specifications/analytical methods, site of manufacture or other material changes relating to the Goods. The Buyer shall have the right to terminate the Contract if the Buyer does not consent to said changes or alterations. If the Seller fails to notify the Buyer of any such changes at least 30 days prior to such changes, and/or prior to shipment of the products from the place of origin, then Buyer shall be entitled to terminate the Contract forthwith, and shall not be responsible for any costs or liabilities incurred.
18. **SUB-CONTRACTING.** The Contract may not be assigned or subcontracted either wholly or in part without the written consent of the Buyer.
19. **CONFIDENTIALITY.** The Seller shall not, without the Buyer's consent, disclose or make use of information contained in any specifications of products or formulations of the Buyer, or any other information which the Buyer expressly makes known to the Seller is of a confidential nature or such information which can reasonably be implied to be of a confidential nature, other than for the execution of an Purchase Order from the Buyer and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know the same for the purpose of discharging the Seller's obligations to the Buyer and shall ensure that such employees, agents or subcontractors are subject to like obligations of confidentiality as bind the Seller. This clause shall survive the termination of the Contract.
20. **TERMINATION.** Without prejudice to any other remedy available to Buyer, the Buyer shall be entitled to terminate the Contract forthwith in the following events: the Seller commits a material breach of any of the terms and conditions of the Contract; or any distress, execution or other process is levied upon any of the assets of the Seller; or the Seller has bankruptcy proceedings initiated against it or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or enters into liquidation (whether voluntary or compulsory), cancels its payments or may otherwise be regarded as insolvent; or Seller ceases or threatens to cease to carry on its business; or the financial position of the Seller deteriorates to such an extent that in the opinion of the Buyer the capability of the Seller adequately to fulfill its obligations under the Contract has been placed in jeopardy. If the Contract has been terminated work on the Contract shall be discontinued and the Buyer shall, provided that the Contract has been terminated in whole, pay to the Seller fair and reasonable compensation for work in progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss. The termination of the Contract, howsoever arising, will be without prejudice to the rights and duties of the Buyer accrued prior to termination. The conditions which expressly or implied have effect after termination will continue to be enforceable notwithstanding termination.
21. **INSURANCE.** The Seller shall ensure that it has adequate insurance coverage with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against the Seller by any person suffering any injury, damage or loss in connection with this Contract including, but not limited to Product Liability Insurance to the value of 2 Million USD per claim. The Seller shall produce to the Buyer its current policy or policies of insurance, and shall name the Buyer as an additional insured.
22. **FORCE MAJEURE.** The Buyer reserves the right to defer the date of delivery or payment or to cancel an Purchase Order or reduce the volume of Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Buyer including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.
23. **SEVERABILITY.** If any provision of Contract or part thereof shall to any extent be or become invalid or unenforceable, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.
24. **PRODUCT SAFETY AND PRODUCT RECALL.** The Seller shall immediately notify the Buyer (and where such notification is oral, confirm such notification in writing as soon as reasonably practicable) if the Seller has any reason to believe or suspect that there is any defect in the Goods that would render the Goods unsafe to any purchaser or user of such Goods or cause an unacceptable risk to consumers, or any error or omission in the instructions for use and/or assembly of the Goods which exposes or may expose consumers to any risk of death, injury or damage to property and the Seller shall promptly provide the Buyer with all relevant details (as the Buyer may reasonably request) relating to the circumstances giving rise to the notification. Without prejudice to the Seller's product safety obligations under any relevant legislation, the Seller shall at its own cost and expense: use all reasonable endeavors to co-operate with the Buyer to take any remedial action necessary to minimize the impact of any defect in the Goods including without limitation making any agreed notifications to the relevant enforcement authorities, and issuing any written or other notification to the Buyer's customers about the manner of or operation of the Goods; recall any Goods already sold by the Buyer to its customers; collect any recalled Goods or defective Goods held by the Buyer; appropriately destroy and dispose of any recalled Goods; comply with any reasonable directions (including, without limitation, any request of the Buyer to label the Goods in a manner that the Buyer deems appropriate to warn consumers) of the Buyer in respect of the Goods; and comply with any other arrangements as may be agreed between the parties in respect of the Goods. The Seller shall indemnify the Buyer against all costs, claims, liabilities, proceedings and expenses incurred by the Buyer by reason of any act or omission of the Seller or any breach by the Seller of the terms of this Contract which renders the Goods defective or unsafe. For avoidance of doubt the Seller is fully and solely liable for any damage to goods or person that the delivered goods (or elements therein) may cause, whether the claims are directed against the Buyer, the Seller or both and whether the Seller has been negligent or not. Thus, the Seller is fully and solely responsible for any and all claims on the basis of product liability and the Seller will indemnify and hold harmless the Buyer for all costs incurred and damages suffered in relation hereto.
25. **GOVERNING LAW AND JURISDICTION.** These terms and conditions, and any contract between the parties shall be governed and interpreted according to the laws of the United States, and the State of Washington, without regard to its conflict of law rules. Any and all disputes, controversies and claims arising out of or in connection with any offer, Purchase Order or Contract shall be directed to the jurisdiction and venue of the State of Washington, King County, Seattle, and/or the United States District Court for the Western District of Washington.