



## **GENERAL TERMS AND CONDITIONS**

These terms and conditions shall apply to all sales and purchase orders (each a “**Contract**”) of goods which are concluded between Toray International U.K. Limited (the “**Seller**”) and any person, firm or corporation (the “**Buyer**”) who purchases goods from the Seller.

1. **Warranty.** The Seller warrants that the goods sold to the Buyer conform to the specification agreed to by the Seller and the Buyer in writing. The Seller does not make, and hereby disclaims, any warranty in respect of goods other than as provided under this clause, whether express or implied, including, without limitation, any implied warranty of merchantability or fitness for any particular purpose. Unless otherwise agreed to by the Seller and the Buyer in writing, the warranty period of the goods shall be six (6) months.
2. **Claims.** Any claims by the Buyer of whatever nature arising under the Contract shall be made in writing and shall be received by the Seller within sixty (60) days after arrival of goods and the destination specified in the bills of lading. Full particulars of such claim shall be made in writing, and forwarded by registered mail to the Seller within fourteen (14) days after the above notification. Any claims made by the Buyer relating to a breach of a condition of the Contract shall not entitle the Buyer to reject the goods. The Buyer must submit with particulars sworn surveyor’s reports when the quality or quantity of the goods delivered is in dispute. If the Buyer fails to comply with the stipulations of this article, such claims shall be deemed to be waived and absolutely barred. In the event of non-conformity of the goods to the agreed specifications, which is confirmed to be caused by the Seller, the Seller shall, at its option, repair or replace the non-conforming goods, or credit the price of such goods in full.
3. **Force Majeure.** In the event of prohibition of exportation, refusal to issue export licence, act of God, war, blockade, embargoes, insurrection, mobilisation governmental direction, restraints of prices, rulers and people or intervention of civil, naval or military authorities or other agencies of government, riots, civil commotions, warlike conditions, strikes, lockouts, slow-downs, sabotage, prolonged failure or shortage of electric current, plague or other epidemics, quarantine, fire flood, wind-flood, typhoon, hurricane, tidal wave, landslide, lightning or explosion affecting the activities of the Seller, the manufacturer(s) or any other person, firm or corporation, directly or indirectly connected with the sale, manufacture, shipment or delivery, or any other causes beyond the control of the Seller, the Seller shall not be liable for any delay in shipment or delivery, or for non-delivery, destruction or deterioration, of all or any part of the goods, or for any other default in performance of the Contract arising there from, and the Buyer is bound to accept the delayed shipment or delivery made within the reasonable time or to accept cancellation of any part of the Contract as the case maybe.
4. **Shipment.** (a) Shipment within the time stipulated shall be subject to freight being available. In case of F.O.B sales, the Buyer is bound to give shipping instructions in time and provide necessary shipping space: otherwise, the Seller can dispose of goods for the Buyer’s account and risk. (b) In case of shipment in instalments, each lot shall be regarded as a separate and independent contract. Dates of bills of lading are to be taken as date of shipment. (c) Any new or increased customs duties, taxes, import surcharges or other governmental charges which become effective after the date of the Contract and any additional freight, insurance and other charges relating to the sale, loading, unloading, delivery, storage and transportation of the goods which could not have been foreseen on the date of the Contract or which results from any cause or causes specified in article 3 hereof, shall be for the account of the Buyer, even if the goods are sold on terms such as duty paid terms. (d) Insurance for C.I.F sales shall be effective for the amount of the Seller’s invoice plus ten (10) percent (%); any additional insurance required by the Buyer is at its own expense; unless otherwise stated, insurance to be covered for marine insurance only F.P.A. (free from particular average). The Seller may if it deems it necessary, insure against war risk at the Buyer’s expense. (e) Any charges, for consular invoices, if required, shall be for the account of the Buyer.
5. **Currency.** If unit of currency in which payment is directed to be made under the Contract after the date thereof suffers any fall in real value by any decree, declaration, direction or act of state, government or government agency or other official order of that country whose currency it is, which has the effect of devaluing such currency, the Seller may either terminate the Contract without prejudice to its accrued rights thereunder or require the Buyer who hereby consents (a) to pay the Seller in respect of any amount payable before such fall in real value occurred or (b) to pay the Seller on demand, if a negotiable instrument shall have been given to the Seller in respect of any such payment and the devaluation shall occur before the maturity date thereof, such additional amount as shall be necessary to make the amount payable under the negotiable instrument up to the real value of the amount payable thereunder before such fall in real value occurred.
6. **Letter of Credit.** Unless otherwise agreed to by the Seller, the Buyer shall establish an irrevocable and confirmed letter of credit with a prime bank satisfactory to the Seller, which letter of credit shall be in form and upon terms satisfactory to the Seller, and shall be in favour of the Seller in an amount equal to the total purchase price set forth on the face of the Contract and all payments shall be made only to the order of negotiating bank. The letter of credit shall refer to the Contract by its number, and shall authorise reimbursement to the Seller for such sums, if any, as may be advanced by the Seller for consular invoices, inspection fees and other expenditures made by the Seller for the account of the Buyer. The letter of credit shall also provide for partial availability against partial deliveries and shall be maintained for a period of not less than (30) days after the latest date set forth above that the merchandise is required to be available for delivery. If the Buyer fails to establish such letter of credit in the form specified above the Seller reserves the right to cancel the Contract and the Buyer is bound to reimburse the Seller for any loss sustained from such cancellation.

7. **Delayed Payment.** Without prejudice to any other right or remedy that it may have, if the Buyer fails to pay the Seller on the due date any sum owing pursuant to the terms of the Contract, the Seller may charge interest on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of the Bank of England accruing on a daily basis until payment is made, whether before or after any judgement, and the Buyer shall pay the interest immediately on demand. This clause is without prejudice to any right to claim for interest under the law.
8. **Title and Risk.** (a) The property in and ownership of goods sold shall not pass to the Buyer until such times as all monies that the Buyer owes to us in respect of such goods have been paid in full. (b) Until the Buyer has paid to us all amount due in respect of any goods such goods shall be stored separately from the other property of the Buyer and identified as belonging to us. (c) If the Buyer re-sells to any third party the goods which are the subject of any contract of sale between the Buyer and ourselves, the proceeds of such sale or re-sale shall be separately held by the Buyer as our judiciary and the Buyer shall pay all such monies as are owing to us out of the proceeds of such sale or re-sale. (d) Risk in the goods sold shall pass to the Buyer upon delivery of the goods.
9. **No Warranty of Non-infringement.** The Seller shall not be responsible for any infringement with regard to patent, utility model, trade mark, design or copyright on the goods; all such rights are to be expressly reserved to the true and lawful owners thereof. In any case or dispute and/or claim arising from, or in connection with, the above right and/or rights, the Seller reserves every right and all rights to cancel, and make null and void the Contract at its discretion and to hold itself free of any liability arising there from; the Buyer shall be responsible for every loss and/or damage caused thereby in connection with its purchase or use of the goods.
10. **Insolvency etc.** If the Buyer fails to carry out any of the items of the Contract or any other Contract with the Seller, or in the event of death, bankruptcy, insolvency, liquidation, or appointment of Receiver of the Buyer, dissolution or modification of partnership of the Buyer, any and all instalment or postponed or deferred payments including interest thereon for shipment already made shall immediately become due and payable and the Seller shall have the right to offset any debts payable to the Buyer by credits receivable from the Buyer and to cancel the Contract and/or any other Contract with the Buyer or to postpone the shipments, or to stop the goods in transit, and the Buyer is bound to reimburse the Seller for any loss sustained there from.
11. **Limitation of Liability.** (a) All warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. (b) The Seller shall not be liable to the Buyer, whether in contract, tort or otherwise, for loss of profits, loss of revenues, loss of any contract or for any indirect, consequential loss or damage or special or incidental damage which may be suffered by the Buyer in connection with the Contract. (c) The Seller's sole liability in connection with the Contract shall be limited to either to crediting of the price of, or the replacement of, the goods concerned. The replacement of goods shall not extend the duration of the warranty as set forth in the Contract.
12. **Waiver, Severance, and Entire Agreement.** (a) No failure or delay by either the Seller or the Buyer in respect of any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. (b) If any provision of the Contract is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be deemed not to form part of the Contract to the extent required, and the validity and enforceability of the other provisions of the Contract shall not be affected. (c) The Contract constitutes the entire agreement between the Seller and the Buyer and supersedes all previous agreements between them in relation to the subject matter thereof. Any amendment or supplement to the Contract shall be in writing and duly executed by both the Seller and the Buyer.
13. **Rights of Third Parties.** Nothing in the contract, express or implied, is intended to, or shall, confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of the Contract.
14. **Governing Law and Jurisdiction.** These terms and conditions and all Contracts shall be interpreted and governed by the Laws of England and Wales without regard to its conflict of laws rules. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded. Each of the Seller and the Buyer submits to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of, or in connection with, the contract or its subject matter or formation.