

The following Conditions shall apply to this purchase:

1. INTERPRETATION

1.1 Definitions

“Conditions” shall mean the terms and conditions of purchase set out in this document;

“Contract” shall mean the contract formed as a result of the Supplier’s unconditional acceptance of the Order for the sale and purchase of the Goods and includes any special terms and conditions agreed in writing between the Company and the Supplier, any terms set out in the Order and these Conditions;

“Delivery Date” shall mean the date for delivery of the Goods specified in the Order;

“Order” shall mean the Purchaser’s purchase order form, which includes a description of the Goods, the charges and any terms and conditions apply to the purchase of the Goods which are additional to these Conditions;

“Purchaser” shall mean SHIN-ETSU HANDOTAI EUROPE LIMITED incorporated in Scotland under the companies act (with company number SC087947), and any assignee of the Purchaser;

“Supplier” shall mean the person, firm or company by whom the Order is accepted;

“Goods” shall mean all materials, products and services to be purchased or supplied in accordance with the description, quantity and specifications set out in the Order.

1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(b) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(c) a reference to writing or written includes faxes and emails.

2. BASIS OF CONTRACT

2.1 Any Order placed by the Company for the purchase of Goods is subject to these Conditions. No other terms and/or conditions (including any terms or conditions written on or attached to any quotation, acknowledgement of acceptance of Order, specification, sales invoice, delivery note form, document or correspondence) sought to be imposed by the Supplier will form part of the Contract. No conduct of the Purchaser shall constitute acceptance of such other terms and/or conditions and the Supplier waives any right which it otherwise might have had to rely on such terms and conditions.

2.2 Each Order for Goods by the Purchaser shall constitute an offer by the Purchaser to purchase the Goods subject to these Conditions in accordance with condition 2.4.

2.3 Any variation to the Order or these Conditions shall have no effect unless expressly agreed in writing and signed by an authorised signatory of the Purchaser and any variation in price, quantity, delivery or other terms and conditions agreed orally shall be confirmed in writing by the Purchaser and the Supplier within 7 days from the date of such agreement, otherwise such variation shall not be binding on either party.

2.4 The Order shall be deemed to be accepted by the Supplier on the earlier of:

(a) the Supplier issuing a written acceptance of the Order; and

(b) the Supplier doing any act consistent with fulfilling the Order,

at which point the Contract shall come into existence. If the Supplier has not notified the Purchaser of its acceptance or rejection of the Order within 14 days of the date thereof or has not supplied or commenced the supply of Goods, it shall be deemed to have accepted the Order.

2.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3. THE GOODS

3.1 The Supplier warrants and undertakes that all Goods supplied to the Purchaser: (a) shall be properly finished, free from defects and inadequacies, safe and durable; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser expressly or by implication, and in this respect the Purchaser relies on the Supplier’s skill and judgement; and (c) shall conform with the specifications and any agreed Quality Assurance Standards set out in the Order, all to the satisfaction of the Purchaser.

3.2 If the Purchaser considers that the Goods or any of them do not conform or are unlikely to comply with the Supplier’s warranties and undertakings at condition 3.1 hereof, the Purchaser shall have the right to reject such Goods within a reasonable time of their delivery and inspection by the Purchaser, and shall have the right to purchase substitute Goods elsewhere and to claim from the Supplier for any additional expense incurred, without prejudice to any other right which the Purchaser may have against the Supplier arising out of such non-compliance. The Purchaser shall also have the right to recover any price paid for such Goods and to return any other Goods supplied under the Order for full credit.

4. ASSIGNATION AND SUBCONTRACTING

- 4.1 The Supplier shall not assign, delegate, subcontract, transfer, novate, charge or otherwise dispose of all or any of its rights and obligations under the Contract or any part thereof, nor appoint any sub-contractor without the prior written consent of the Purchaser and subject to conditions 4.2, 4.3 and 4.4.
- 4.2 In order to help the Purchaser reach a decision on whether to consent to the Supplier assigning or subcontracting the Contract, the Supplier shall provide the Purchaser with a copy of any proposed contract of assignment or subcontract for approval, together with any other information that the Purchaser may reasonably require about the proposed assignee or subcontractor.
- 4.3 Where the Supplier assigns or sub-contracts any of its duties or obligations under this Contract pursuant to conditions 4.1 and 4.2, it shall at all times remain liable to the Purchaser for the performance of all of its duties and obligations under the Contract.
- 4.4 If the Purchaser agrees that the Supplier may assign or subcontract the Contract, the Supplier shall implement an appropriate system of due diligence, audit, and training designed to ensure compliance with the Anti-slavery Policy and the Anti-Bribery Policy.
- 4.5 The Purchaser may at any time assign or subcontract the Contract or any part thereof (including any Order) to any person, firm or company.
- 5. DELIVERY, PRICE, TITLE AND RISK**
- 5.1 The Supplier shall deliver the Goods in the quantities specified in the Order to the address therein specified (the '**Delivery Location**'). The Supplier shall send to the Purchaser Advice Notes of despatch of each consignment of the Goods giving details of the delivery. All Goods shall be delivered adequately packed or protected in clearly marked packages showing the names and addresses of Supplier and Purchaser and shall be accompanied by a Delivery Note identifying the Goods and by all necessary instructions, manuals and the like. The Purchase Order number shall be specified on all Advice Notes and Delivery Notes. Acceptance of the Goods by the Purchaser shall not prejudice any rights which the Purchaser may have under this Contract including without prejudice conditions 3 and 13.
- 5.2 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.
- 5.3 There shall be no variation in the price of the Goods without the Purchaser's written acceptance.
- 5.4 The Goods shall become the property of the Purchaser (and title in the Goods shall pass) at whichever is the earlier of the following (i) when the Goods are delivered or constructively delivered to the Purchaser; or (ii) when the Goods have been included in a progress payment prior to delivery or constructive delivery. No lien or other right there-in shall remain with or be reserved to the Supplier. Notwithstanding that (ii) shall apply the risk in the Goods shall remain with the Supplier until they are delivered or constructively delivered to the Purchaser.
- 5.5 The delivery date(s) and the relevant quantities of the Goods to be delivered to the Purchaser at the Delivery Location on such dates (all as set out in the Order) shall be strictly adhered to. Time shall be of the essence. Any Goods not delivered on the delivery date may be rejected by the Purchaser who may exercise all of the rights specified in condition 3 and 13 hereof. The provisions of condition 22 shall also apply. The Supplier shall give notice to the Purchaser as soon as possible if delivery of the Goods is likely to be delayed.
- 6. INTELLECTUAL PROPERTY RIGHTS**
- 6.1 The supplier warrants to the Purchaser that the Goods do not and the use of the Goods by the Purchaser, or any person to whom the Purchaser may sell the Goods to, will not infringe any patent, copyright registered design or other intellectual property rights of a third party. The Supplier acknowledges that all such rights shall be the property of the Purchaser and shall co-operate in procuring the establishment and protection of the same and that all relevant assignments be completed to give effect to the foregoing.
- 7. INSPECTION.**
- 7.1 The Supplier shall permit at the works and at the works of any sub-contractors such progress and inspection surveillance as is considered necessary by the Purchaser provided that any such surveillance shall in no way relieve the Supplier of its obligations under the Contract.
- 8. CONFIDENTIALITY**
- 8.1 Any Order placed by the Purchaser shall be treated as confidential and the Supplier shall not make use of the Purchaser's name or the name of any of its associated companies for publicity purposes without the Purchaser's prior consent. All designs, drawings, specifications and information which may be supplied by the Purchaser are confidential and shall only be used for the purpose of this Order. The Supplier shall use its best endeavours to maintain such confidentiality and shall not make any disclosure to any third party without the consent of the Purchaser. The Supplier's obligations of confidentiality shall continue to subsist notwithstanding delivery of the Goods or any confidential material. The right of property therein shall remain at all times with the Purchaser. Following delivery of all of the Goods, all information in writing or other material form shall be delivered to the Purchaser.
- 9. SUSPENSION**
- 9.1 In the event that the Purchaser wishes to suspend the Contract for reasons such as, but not limited to, weather conditions, acts of God, actions of any Government or industrial action, the Contract may be suspended at the Purchaser's option until the circumstances giving rise to the suspension have ceased, subject to the Supplier's right to recover payment for all work executed

up to the date of suspension, in accordance with the terms of the Contract, together with such other charges occasioned directly by the suspension as the Purchaser shall consider reasonable.

10. TERMINATION

10.1 Without limiting its other rights or remedies, the Purchaser may terminate the Contract with immediate effect by giving written notice to the Supplier:

- (a) If the Supplier commits a material breach of any term of the Contract (which shall include a failure to deliver the Goods to the Purchaser by the Delivery Date out in the Order). Where such breach is committed, the Purchaser, without prejudice to any other rights it may have, shall be entitled return any Goods supplied to it under the Order for full credit by the Supplier;
- (b) In the event that the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction. Where such an event occurs, the Purchaser, without prejudice to any other rights it may have, shall be entitled return any Goods supplied to it under the Order for full credit by the Supplier;
- (c) If the Supplier is prevented from supplying the Goods by reason of Force Majeure (in accordance with condition 14.1) for a period in excess of two weeks; and
- (d) If the Supplier commits any breach of its obligations under condition 14.1 or condition 18.

10.2 The Purchaser may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Purchaser shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

11. INDEMNITY.

11.1 The Supplier shall indemnify the Purchaser and keep the Purchaser indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Purchaser as a result of or in connection with:

- (a) any breach by the Supplier of the Contract;
- (b) any breach of condition 17.1 (Anti-Slavery Laws) and/or condition 18.1 (Anti-Bribery Laws);
- (c) any claim made against the Purchaser for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (d) any claim made against the Purchaser by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (e) any claim made against the Purchaser by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractor, except to the extent to which such claim may be attributable to the negligent act or omission of the Purchaser or any of its employees. The provisions of this condition 11 shall survive termination or expiry of the Contract, howsoever arising.

12. INSURANCE.

12.1 During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Purchaser's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13. REMEDIES.

13.1 Without prejudice to any other rights under the Contract which the Purchaser may have, if the Goods are not delivered on the Delivery Date, or do not comply with the warranties and undertakings set out in condition 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Purchaser may exercise any one or more of the following remedies:

- (a) to terminate the Contract;
- (b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- (c) within a period of six months from the Delivery Date require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any costs incurred by the Purchaser in obtaining substitute goods from a third party; and

- (f) to claim damages for any other costs, loss or expenses incurred by the Purchaser which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

13.2 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

13.3 The Purchaser's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

14. REPLACEMENT GOODS.

14.1 The Order for Goods is placed by the Purchaser on condition that component parts of identical replacement Goods will be available to the Purchaser to purchase in the United Kingdom on reasonable commercial terms for a period of at least five years from the date of the Order.

15. FORCE MAJEURE.

15.1 No failure or omission by either the Supplier or the Purchaser to carry out or observe any of the stipulations conditions or obligations to be performed hereunder shall, except as herein expressly agreed to the contrary, give rise to any claim against the other party or be deemed to be a breach of the Contract if such failure or omission arises from causes beyond the reasonable control of the party claiming majeure ('**Force Majeure**').

16. HEALTH AND SAFETY.

16.1 The Supplier shall be responsible for the safety of all persons engaged in the supply of Goods to the Purchaser and for all persons who may be effected by the activities of the Supplier and shall procure that all works undertaken by the Supplier and that the Goods supplied by it comply with all of the Purchaser's safety regulations and procedures (which are notified to the Supplier) and with all applicable health and safety legislation in force from time to time, including the Health and Safety at Work Act 1974 and in particular Section 6 thereof.

17. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS AND POLICIES

17.1 In performing its obligations under the Contract, the Supplier shall:

- (a) Comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015; and
- (b) Comply with the Purchaser's anti-slavery policy as amended by notification to the Supplier from time to time ('**Anti-slavery Policy**'), but only to the extent that such Anti-slavery Policy has been provided or notified to the Supplier.
- (c) Not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
- (d) include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that each of its subcontractors and suppliers shall comply with the Anti-slavery Policy (if applicable) and with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015.
- (e) Use best endeavours to prohibit the use of forced labour, child labour and physically abusive disciplinary methods.

17.2 The Supplier represents and warrants that:

- (a) its responses to the Purchaser's slavery and human trafficking due diligence questionnaire are complete and accurate (but only to the extent that such slavery and human trafficking due diligence questionnaire has been provided to and completed by the Supplier); and
- (b) neither the Supplier nor any of its officers, employees or other persons associated with it:
 - (i) has been convicted of any offence involving slavery and human trafficking; and
 - (ii) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

17.3 The Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

17.4 The Supplier shall notify the Purchaser as soon as it becomes aware of:

- (a) any breach, or potential breach, of the Anti-slavery Policy (if applicable); or
- (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract.

17.5 The Supplier shall maintain a complete set of records to trace the supply chain of all Goods provided to the Purchaser in connection with the Contract.

18. COMPLIANCE WITH ANTI-BRIBERY LAWS AND POLICIES

18.1 The Supplier shall:

- (a) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

- (c) promptly report to the Purchaser any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract; and
- (d) comply with the Purchaser's ethics, anti-bribery, and anti-corruption policies as amended by notification to the Supplier from time to time ('**Anti-Bribery Policy**') but only to the extent that such Anti-Bribery Policy has been provided or notified to the Supplier.

18.2 The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this condition 18 ('**Relevant Terms**'). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Purchaser for any breach by such persons of any of the Relevant Terms.

18.3 Breach of this condition 18 shall be deemed a material breach under condition 10.1

19. GENERAL COMPLIANCE

19.1 In performing its obligations under the Contract, the Supplier shall:

- (a) Support and respect the United Nations Universal Declaration of Human Rights, the International Labour Organisations fundamental conventions and the UN Global Compact;
- (b) Source minerals responsibly; and
- (c) Not under any circumstances make or receive facilitation payments on behalf of the Purchaser;

19.2 The Purchaser is a member of the Electronic Industry Citizenship Coalition ('**EICC**'). Members of the EICC adopt the Electronic Industry Code of Conduct ('**Code**'), which is a code of best practices for the following five areas: Labour, Health and Safety, Environmental, Ethics and Management System. The Code can be found at <http://www.eicc.info/code.html>. The Supplier agrees to comply with the Code.

19.3 The Supplier shall comply with any and all applicable anti-discrimination legislation, including the Equality Act 2010.

20. GENERAL

20.1 The terms and conditions set out in the Contract represent the entire terms and conditions of the agreement between the Supplier and the Purchaser and any amendment or variation thereof shall be required to be made in writing.

20.2 The Supplier shall if requested by the Purchaser enter into an agreement with the Purchaser for the subsequent service and maintenance of the Goods in accordance with the terms of an agreement to be negotiated.

20.3 The Purchaser's failure at any time to require strict performance or compliance by the Supplier of any of its obligations or with any provisions under this Contract shall not waive or diminish the Purchaser's rights subsequently to demand strict performance of that obligation or any other or strict compliance with that provision or any other.

20.4 It is agreed that the Purchaser's rights under the Contract are in addition to and shall not operate to limit or diminish any rights available to the Purchaser or implied at common law and/or under statute including the Sale of Goods Act 1979 and any re-enactment or amendment thereof.

21. GOVERNING LAW AND JURISDICTION.

21.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland. The Supplier and the Purchaser prorogate the non-exclusive jurisdiction of the Scottish Courts to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).