

Scott Chemicals Phils Inc.
TERMS AND CONDITIONS OF SALE

(13 October 2015)

WE SUPPLY ALL GOODS TO YOU SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

1 Acceptance

- 1.1 By placing an order with us, you accept these terms and conditions, despite anything stated to the contrary on your order, terms and conditions of purchase or any similar document.
- 1.2 A quotation by us shall be an invitation for you to trade with us, it shall not constitute an offer. A quotation shall remain valid for the period stated in the quotation and if no period is stated, for seven (7) days from the date of the quotation. Any modification to a quotation will be effective only if made in writing.

2 Price

- 2.1 All orders will be filled at prices current at the date of delivery of the goods. Prices are subject to change without notice at any time prior to acceptance of an order.
- 2.2 Unless otherwise specified in writing, all prices are exclusive of applicable value added tax (VAT) and duties payable on goods supplied or on any amount payable under clause 10, freight costs, insurance charges and maintenance costs, all of which you must pay unless we agree otherwise with you in writing.

3 Dimensions, Weights and Measures

We shall be allowed a tolerance of up to plus or minus 5% in respect of all dimensions, weights and quantities. You acknowledge that all dimensions, weights and quantities mentioned in catalogues, price lists and quotations or assessed from samples are estimates only.

4 Terms of Payment

- 4.1 Unless otherwise agreed by us in writing, payment is due on the 20th of the month following the date of delivery or date of the invoice, whichever date is the earliest, for the goods.
- 4.2 You must make payment of all amounts owing without set-off or deduction of any kind.

5 Delivery

- 5.1 All costs of freight, delivery and unloading the goods on their arrival at the agreed place of destination shall be borne by you and you further agree to reimburse us for all costs which we incur on your behalf.
- 5.2 We will not be liable for any loss or damage to the goods during transportation even though the loss or damage may be caused by our negligence or other default.
- 5.3 Any dates given for delivery are stated in good faith but are not to be treated as a condition of the sale. If delivery of the goods is delayed for any reason at all, we will not be responsible or liable in any way to you or any other party for loss suffered due to that delay.
- 5.4 If you direct that delivery of the goods is to be staggered over different times or to different addresses from those specified in your order, then you will be liable for any additional charges incurred by us in complying with your direction.
- 5.5 We may make delivery by instalments and may cancel delivery of the goods or any instalments of the goods without prejudice to our rights to recover all moneys you owe us for deliveries already made.
- 5.6 Where you do not take delivery of the goods by the delivery date specified or any later date we agree on, you must pay reasonable storage costs until you take delivery of the goods. We will determine the costs of storage and may invoice you.
- 5.7 We will not accept any claim for discrepancy in orders unless you make written claim to us within 2 working days of delivery.
- 5.8 Delivery by us to a carrier will be deemed to be delivery to you.

6 Manufacturing

- 6.1 Goods may at our sole discretion be manufactured in whole or in part by any manufacturer anywhere in the world.
- 6.2 We accept no responsibility for any delay in manufacturing.

7 Ownership and Risk

- 7.1 Risk in the goods will pass to you on delivery into your custody or the custody of anyone acting on your behalf even though ownership in the goods may not have passed to you. You must insure the goods in our name and your name for our respective interests from the time of delivery until payment in full.
- 7.2 Until you have paid all sums due to us, you expressly agree that we have a seller's/manufacturer's lien over all goods we have supplied to you in order to secure payment of the purchase price of those goods. You waive the right to receive verification of registration of that/any security interest in the goods we sold to you.
- 7.3 Our security interest in your goods continues in any new goods into which your goods are mixed or incorporated, and in any proceeds or accounts receivable arising from the sale of those products.
- 7.4 If you are late in paying us, you give us irrevocable authority to enter your premises, using reasonable force if necessary, to remove goods in which we have an interest in terms of this clause. We may either resell or retain any recovered goods. Either way, we will credit your account with the net proceeds of sale (in the case of a resale) or the invoice value of the goods (if we retain them), in each case less an allowance for the costs of recovery and damage to the goods.

8 Warranties and Limitation of Liability

- 8.1 We provide no warranty in relation to the goods we supply to you.
- 8.2 Any advice, recommendation, information, assistance or service provided by us in relation to the goods or their use or application is given in good faith, is believed by us to be reliable, but is provided with a disclaimer for any liability or responsibility on our part.
- 8.3 You accept all risk and responsibility for consequences arising from the use of the goods whether singly or in combination with other products.
- 8.4 The specifications for the goods can be found on the specification sheet provided by the manufacturer. You acknowledge that we are not the manufacturer of the goods and further we have not conducted any independent tests on the goods to assess whether the goods meet those specifications. We do not and cannot provide any warranty or make any representations as to the suitability of the goods for your intended end use.
- 8.5 All warranties, guarantees and conditions implied by statute, custom of the trade or otherwise are to the extent that the law permits, expressly excluded.

8.6 Without restricting the limitations of liability contained elsewhere in these terms and conditions, our liability in relation to the supply of the goods and the goods themselves is limited to the purchase price of the goods in respect of which such liability arises. We have no further liability or responsibility for any direct, indirect or consequential injury, loss or damage whatsoever and howsoever arising.

9 Credits for Returned Goods

We may, at our discretion, give credit for any goods which are surplus to your requirements. Acceptance of any goods for return under this clause will be conditional on you delivering the goods to us at your cost in the same condition and packaging in which they were dispatched, with a copy of our invoice, within seven (7) days of our acceptance.

10 Default

10.1 Where we consider you may be unable to meet your payment obligations to us, we may, without limiting our other rights and remedies, do all or any of the following:

- (a) Require you to stop selling or otherwise disposing of the goods or mixed goods;
- (b) Demand payment of all or part of any sums due;
- (c) Require security for your obligations before we make any further supplies to you;
- (d) Without notice, withhold deliveries of goods ordered by you.

10.2 Where:

- (a) You are in breach of any of these terms and conditions (including failure to make payment on due date); or
- (b) You become insolvent or are adjudicated bankrupt or an application is made for your liquidation or a liquidator or a receiver is appointed in respect of your assets; or
- (c) You no longer carry on business or threaten to stop carrying on business; or
- (d) An arrangement is made or likely to be made with your creditors, then, without prejudice to our other rights and remedies, we may do all or any of the following:
- (e) Where you have failed to make payment on due date, require you to compensate us by making payment to us on demand of interest on the amount due from the due date until the date of payment at a rate equal to 24% per annum
- (f) Cancel this and any other contract of supply with you;
- (g) Recover and/or resell any of the goods and/or mixed goods and enter any premises where we believe the goods and/or the mixed goods are stored and you grant us an irrevocable right and authority to do so. We may only recover and resell for our own account sufficient goods or mixed goods to satisfy all unpaid liabilities, the costs of recovery and resale and the costs referred to in clause 10.3. If we recover any excess, we will not be liable in damages to you but must account to you for the excess.

10.3 You will pay an additional amount equivalent to 25% of your outstanding obligations (as liquidated damages) in the event we have to pursue any action to enforce or attempt to enforce our rights under this clause. We may deduct this amount from the proceeds of sale of any goods or mixed goods recovered from you.

10.4 Your payments will be applied first in reduction of interest and liquidated damages due under this clause, with the balance being applied in reduction of any amounts due under clause 4.

11 Dangerous Goods

You warrant to us that after delivery of the goods and whilst we retain any interest in the goods you will comply with all applicable Acts, Regulations and Laws dealing with the transport, unloading and storage of dangerous or hazardous materials.

12 Manufacturers' Labels Prevail

The goods will be delivered to you affixed with labels from both the manufacturer and us. You acknowledge that in the event of a conflict in the whole or any part of the information appearing on any warning or information labels, the warnings and information appearing on the label of the manufacturer(s) shall prevail.

13 IndentSales, which includes; None ex Store Sales / Delivered direct from the port to you / Forward Sales

These terms and conditions of sale shall apply to all indent sales with the following variations:

- (a) Indent Sales of imported products are chargeable by reference to the estimated date of arrival of the carrying vessel at the port of discharge; and
- (b) Quotations made by us for indent sales are based on the exchange rate prevailing at the time of the quotations. Any variations in exchange rates between the date of our quotation and the date the indent becomes chargeable to you shall be chargeable to your account.

14 General

14.1 You indemnify us against any liability for any direct, indirect or consequential injury, loss or damage arising out of any act, default or omission of, or any representation made by, you or your servants or agents.

14.2 No waiver by us of any term or condition will constitute a waiver of any other of these terms or conditions.

14.3 We may vary these terms and conditions at any time by notice in writing to you. Any such variation will take effect from acceptance of the first order for goods following notice of the variation being given to you.

14.4

15 Jurisdiction

15.1 All contracts and causes of action arising from or connected with these Terms and Conditions of Sale shall be governed by the laws of the Special Administrative Region of the Philippines and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of The Philippines.