

1. INTERPRETATION. The following definitions apply in these Conditions:

1.1 Definitions.

- (a) "Conditions" means these Terms and Conditions of Purchase.
- (b) "CoorsTek" means CoorsTek Limited, a limited liability company incorporated in Scotland with registered number SC108599, and having its registered office at 64-66 Cavendish Way, Southfield Industrial Estate, Glenrothes, Fife, Scotland KY6 2SB.
- (c) "Contract" means the contract between CoorsTek and Seller for the sale and purchase of the Goods in accordance with these Conditions.
- (d) "Goods" means any goods, supplies, materials, articles, items, parts, components, assemblies, software or services (or when appropriate means any part thereof) to be provided by Seller under the Contract.
- (e) "Order" means a written or electronic offer, subject to these Conditions, placed by CoorsTek for Goods, which shall form a Contract on acceptance by Seller.
- (f) "Seller" means the person or company from whom CoorsTek purchases the Goods under the Contract.
- (g) "Specifications" means the designs, instructions, plans, drawings, and technical and performance requirements for the Goods as provided by Seller or as agreed to in writing by Seller and CoorsTek.

1.2 Interpretation.

- (a) A reference to a statute or statutory provision is a reference to such statute or provision as amended or reenacted and includes any subordinate legislation made under that statute or statutory provision, as amended or reenacted.
- (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.
- (c) A reference to writing or written includes facsimiles and emails.
- (d) Clause and paragraph headings shall not affect the interpretation of this agreement.
- (e) A reference to a person shall include a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (f) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (g) Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

2. APPLICATION OF TERMS AND CONDITIONS.

- 2.1.** These Conditions apply to the Contract to the exclusion of any other terms that Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2** The Order constitutes an offer by CoorsTek to purchase the Goods in accordance solely with these Conditions.
- 2.3** The Order shall be deemed to be accepted on the earlier of: (a) Seller issuing a written acceptance of the Order; or (b) Seller doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.
- 2.4** CoorsTek hereby notifies Seller of its objection to and express rejection of any additional or different terms contained in Seller's acknowledgment, invoice, or other written confirmation of the Order. Seller waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of Seller that is inconsistent with or additional to these Conditions.

3. THE GOODS.

- 3.1** Seller shall ensure and warrants that the Goods shall:
 - (a) conform to their description and any applicable Specification;
 - (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 Seller or made known to Seller by CoorsTek expressly or by implication ;
 - (c) be free from defects in design, material and workmanship and remain so for 24 months after acceptance by CoorsTek;

- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and

- (e) comply with all other (i) express warranties provided by Seller or its personnel, agents or representatives, or (ii) implied warranties provided under applicable law.

3.2 All warranties set forth in clause 3.1 shall survive any delivery, inspection, acceptance, payment or performance pursuant to these Conditions and shall extend to any replacement, repaired, substitute or remedial Goods provided by Seller.

3.3 All warranties set forth in clause 3.1, and all other representations, warranties or covenants of Seller contained herein, shall extend to CoorsTek's customers.

3.4 Seller shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.5 CoorsTek and/or its representatives or customers, including any government customers, may inspect and test the Goods at any time before delivery, including during the period of manufacture. Seller shall provide all tools, facilities, and assistance reasonably necessary for such inspection and testing at no cost to CoorsTek.

3.6 Seller shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect Seller's obligations under the Contract. In no event shall such inspection or testing constitute CoorsTek's acceptance of the Goods. All Goods remain subject to inspection and testing after delivery.

3.7 If following such inspection or testing CoorsTek considers that the Goods do not conform or are unlikely to comply with Seller's undertakings at clause 3.1, CoorsTek shall inform Seller and at CoorsTek's sole option either (a) require Seller to immediately take such remedial action as is necessary to ensure compliance, or (b) cancel any unshipped or incomplete portion of the Contract.

3.8 CoorsTek may conduct further inspections and tests after Seller has carried out its remedial actions.

3.9 Seller will provide to CoorsTek any relevant user manuals, training and other documentation for the Goods without further charge and in such form and quantities as CoorsTek may reasonably stipulate.

4. DELIVERY.

4.1 Seller shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition and to avoid damage during loading, transportation and unloading;

- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

- (c) if Seller requires CoorsTek to return any packaging material to Seller, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to Seller at the cost of Seller.

4.2 Time is of the essence with respect to delivery under the Contract. Seller shall deliver the Goods to the location specified on the Order on the date specified on the Order during normal business hours. No act or omission of CoorsTek shall be a waiver of this provision.

4.3 Seller shall immediately notify CoorsTek in writing of any anticipated or actual delay in delivery of the Goods. Unless the delay is due to an event under clause 20, Seller shall, at its sole cost and expense, engage premium or expedited transportation or take other measures as necessary to meet the required delivery date or schedule.

4.4 Unless otherwise specified on the Order, the prices for the Goods are "CIP" (Carriage and Insurance Paid) (Incoterms 2010) and include the cost of packaging.

4.5 Delivery of the Goods shall be completed on the completion of unloading the Goods at the delivery location specified on the Order.

4.6 Deliveries shall be strictly in accordance with the quantities, schedules and other requirements of the Order. CoorsTek may, at its sole option, reject or accept any Goods not in strict accordance with the Order. If CoorsTek rejects any such Goods, then they shall be returned to Seller at Seller's sole risk and expense. If CoorsTek accepts any such Goods, then a pro rata adjustment to the invoice for the Goods shall be made.

5. REMEDIES

5.1 If the Goods are not delivered on the specified delivery date, or do not comply with the requirements of clause 3.1 or the Order, including quantities, then, without limiting any of its rights or remedies available under the Contract or at law, and whether or not it has accepted the Goods, CoorsTek may exercise any one or more of the following remedies:

- (a) accept the Goods with a pro rata adjustment in the price;
- (b) terminate the Contract;
- (c) reject the Goods (in whole or in part) and return them to Seller at Seller's own risk and expense;
- (d) require Seller to repair or replace the rejected Goods, or to provide a full refund or credit of the price of the rejected Goods;
- (e) refuse to accept any subsequent delivery of the Goods which Seller attempts to make;
- (f) recover from Seller any costs incurred by CoorsTek in obtaining substitute goods from a third party; and
- (g) claim damages for any other costs, loss or expenses incurred by CoorsTek which are in any way attributable to Seller's failure to carry out its obligations under the Contract.

5.2 These Conditions shall apply to any repaired or replacement Goods supplied by Seller.

6. TITLE & RISK OF LOSS.

6.1 The Goods shall be at the risk of Seller until delivery to CoorsTek at the location specified in the Order. Seller shall off-load the Goods at its own risk as directed by CoorsTek.

6.2 If Seller is responsible for installation of the Goods:

- (a) then notwithstanding delivery of the Goods to the specified delivery location, Seller shall bear the risk of loss in the Goods until the Goods are fully installed by Seller and accepted by CoorsTek;
- (b) unless CoorsTek and Seller have, before or at the same time as the Order, agreed in writing to additional conditions regarding preparation of or environmental requirements at the site at which the Goods are to be installed, Seller acknowledges and agrees that the Goods are suitable to be installed and used at the premises at which CoorsTek intends to use it and that there are no additional conditions regarding site preparation or environmental requirements;

(c) unless otherwise specified on the Order, Seller shall be solely responsible for all incidental and other costs related to installation, including travel expenses, availability of tools and daily allowances.

6.3 Title and ownership of the Goods shall pass to CoorsTek on completion of delivery (including off-loading) in accordance with the Order, except that if the Goods are paid for before delivery, title and ownership shall pass to CoorsTek once payment has been made. The passing of title and ownership in the Goods is without prejudice to any right of rejection to which CoorsTek may be entitled under the Conditions or otherwise.

7. CHANGES.

7.1 CoorsTek may, at any time up until acceptance of the Goods, by written order and without notice, make changes in the quantities, Specifications, delivery schedule, delivery address, method of shipment or packing of the Goods, or any combination of the foregoing.

7.2 If any such change results in an increase or decrease in the cost or time required for performance of the Contract, Seller shall notify CoorsTek in writing within ten (10) days of receipt of the changed order.

7.3 Nothing herein shall excuse Seller from proceeding without delay in the performance of the Contract as changed.

7.4 Seller shall not, without the prior written approval of CoorsTek:

- (a) change, substitute or modify the Goods or the Specifications;
- (b) make any changes to may affect the Goods' performance, characteristics, quality, and/or specifications, including changes of elements that are not explicitly specified but have consistently been used in the Goods;
- (c) make any changes to raw materials, design, material, engineering, documentation or manufacturing processes;
- (d) relocate the manufacturing facility or any manufacturing equipment;
- (e) change or modify any third party manufactures or suppliers previously approved or authorized by CoorsTek; or
- (f) make any other change that will have an impact on the Goods.

8. INVOICE & PAYMENT.

8.1 The price of the Goods and the total amount payable by CoorsTek (excluding VAT) shall be the amount set forth on the Order. No surcharges or extra charges for fuel, raw materials, packaging, or other items associated with the Goods shall be effective and payable by CoorsTek unless expressly listed as a separate line item on the Order.

8.2 The price of the Goods excludes amounts in respect of value added tax (VAT), which CoorsTek shall additionally be liable to pay to Seller at the prevailing rate, provided that CoorsTek first received from Seller a valid VAT invoice.

8.2 If Seller is required to collect any taxes other than VAT, then such taxes will be included on the invoice; otherwise it will be the responsibility of CoorsTek to pay these taxes directly. For the avoidance of doubt, Seller shall be liable for all taxes on all income it receives from CoorsTek under the Contract.

8.3. Seller shall invoice CoorsTek for price of the Goods plus VAT at the prevailing rate (if applicable) within thirty (30) days after the completion of delivery. Seller shall ensure that the invoice includes the date of the Order, the invoice number, Seller's VAT registration number, and any supporting documents or information that CoorsTek may reasonably require.

8.4. CoorsTek shall pay correctly rendered invoices within sixty (60) days of the later of (a) CoorsTek's receipt of an acceptable invoice, or (b) CoorsTek's acceptance of the Goods. Payment shall be made to the bank account nominated in writing by Seller.

8.5. CoorsTek is not required to pay invoiced amounts disputed in good faith until such dispute is resolved. CoorsTek shall notify Seller promptly of any such dispute. Once the dispute is resolved, CoorsTek will pay the agreed upon invoiced amount within sixty (60) days following the date of such resolution.

8.6. CoorsTek may at any time, without limiting any of its other rights or remedies, set off any liability of Seller to CoorsTek or its affiliates against any liability of CoorsTek or its affiliates to Seller.

8.7. Seller may not set-off, counterclaim, use compensation (under the Compensation Act 1592), deduct, retain or withhold (other than any deduction or withholding of tax as required by law) any amounts due to CoorsTek.

8.8. Invoices shall be in, and payments shall be made in, the currency of pounds sterling (GBP £), unless another currency is otherwise specified in the Order or notified by CoorsTek to Seller.

8.9. If CoorsTek fails to make any payment due to Seller under these Conditions by the due date for payment, then CoorsTek shall pay interest on the overdue amount at the rate of 3% per annum above the Bank of Scotland's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. CoorsTek shall pay the interest together with the overdue amount. This clause shall not apply to payments CoorsTek disputes in good faith in accordance with clause 8.5.

9. TOOLING & MATERIALS.

9.1. Seller acknowledges that all materials, equipment, tools, jigs, dies, fixtures, patterns, drawings, specifications, manufacturing aids, or other property, and any replacements thereof (collectively, "Tooling"), provided by CoorsTek to Seller ("CoorsTek Tooling") shall be and remain the exclusive property of CoorsTek.

9.2 CoorsTek Tooling while in Seller's possession or control shall be (a) kept

in good condition, (b) held at Seller's risk, separately from all other goods of Seller or any third party in such a way that they remain readily identifiable as CoorsTek Tooling, (c) not disposed of or used in any manner other than in accordance with CoorsTek's written instructions, and (d) kept insured by Seller, at its expense, in an amount equal to the replacement cost with loss payable CoorsTek. Seller shall indemnify and hold harmless CoorsTek from all liens and claims upon CoorsTek Tooling arising from any cause.

9.3 If the price as stated on the Order includes payments or costs of any Tooling, such Tooling shall (a) be considered CoorsTek Tooling, (b) become the property of CoorsTek immediately upon its acquisition by Seller, and (c) be subject to clause 9.1 and clause 9.2. Such Tooling shall not be used in the production, manufacture or design of any goods for any customer of Seller other than CoorsTek.

10. SPECIFICATIONS

10.1 Any Specifications, specifications, plans, drawings, inventions, initiatives, processes, process information, technical or commercial know-how, technical information, patterns, designs, data or other information supplied by CoorsTek to Seller in connection with the Contract ("CoorsTek Specifications") shall remain the property of CoorsTek. CoorsTek reserves all intellectual property rights and exclusive rights for the use and production in CoorsTek Specifications. CoorsTek's providing of CoorsTek Specifications to Seller shall not constitute a grant, option, or license to Seller under any patent, trade secret or other intellectual property right now or hereafter held by CoorsTek.

10.2 Any CoorsTek Specification, information derived or obtained by Seller from CoorsTek Specifications and any other confidential information concerning CoorsTek's business or its products shall be kept in strict confidence by Seller and shall not, without the written consent of CoorsTek, be published or disclosed to any third party or be used by Seller except for the sole purpose of implementing the Contract. Seller shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging Seller's obligations to CoorsTek and shall ensure that such employees are subject to obligations of confidentiality corresponding to those which bind Seller. Any CoorsTek Specification must be returned to CoorsTek on request by CoorsTek and in any event upon the termination of the Contract.

10.3 Any materials, equipment, tools, copyright, rights in designs, invention, improvement, and any other intellectual property rights in all drawings, specifications and data supplied by CoorsTek to Seller or made or conceived by Seller attributable in whole or in part to CoorsTek Specifications shall be the exclusive property of CoorsTek in consideration of CoorsTek entering into the Contract, and shall be held by Seller in safe custody at its own risk and maintained and kept in good condition by Seller until returned to CoorsTek, and shall not be disposed of or used other than in accordance with CoorsTek's written instructions. Seller hereby assigns such invention, improvement or intellectual property to CoorsTek and shall execute such documents requested by CoorsTek to perfect CoorsTek's title in such inventions, improvement or intellectual property.

11. WORK PRODUCT.

11.1 If the Contract is for research, development, engineering, or experimental work, Seller grants, transfers and assigns to CoorsTek, all right, title and interest in and to the Goods and any work product developed, derived, improved, conceived, or created in connection with the Goods or in performing any services hereunder or otherwise resulting from the Contract (including, without limitation, any Specifications, plans, drawings, patterns or designs, trade secrets, technical data, process information, programs, software, or patent, copyright, trademark, trade secrets or property rights related thereto) ("Work Product").

11.2 If the Contract is for research, development, engineering, or experimental work, all Work Product is and shall be considered work made for hire for CoorsTek. If and to the extent that the Work Product (or any portion thereof) is not deemed to be a work made for hire, and/or if Seller is deemed for any reason to have any ownership right, title or interest therein, Seller hereby grants, transfers and assigns to CoorsTek all right, title and interest in and to the Work Product.

11.3 If the Contract is for research, development, engineering, or experimental work, all Work Product shall be provided to CoorsTek upon

completion or termination of the Contract or upon CoorsTek's request. Seller shall cooperate fully in (a) making prompt written disclosure to CoorsTek, and (b) vesting in CoorsTek the ownership of all proprietary rights to the Work Product, including taking all appropriate actions and executing any and all documents that CoorsTek deems reasonably necessary to establish, perfect, effectuate, and preserve CoorsTek's rights in such Work Product.

11.4 CoorsTek acknowledges that Seller may have developed know how, techniques, modeling, methodology, projections, technology and software tools prior to entering into the Contract, and may own other patent, trade secret and proprietary rights in techniques and concepts that were not conceived or first produced by Seller in the performance of the Contract (collectively "Pre-Existing Technology"). As between CoorsTek and Seller, all rights, title and interest in the Pre-Existing Technology, whether conceived or made by Seller alone or with others, are retained and owned by Seller. Seller hereby grants CoorsTek a perpetual, worldwide, royalty free, paid-up, irrevocable, non-exclusive, transferable, sub-licensable license to the Pre-Existing Technology to the extent it is incorporated in any Work Product or the Goods delivered to CoorsTek under the Contract.

12. PROPRIETARY INFORMATION.

12.1 Seller shall not, during the term of the Contract, and for a period of five (5) years thereafter, divulge to anyone other than CoorsTek (or such other persons as CoorsTek designates in writing), or, except solely in the performance of the Contract, make use of information or knowledge relating to details of CoorsTek's business or any other confidential or proprietary information of CoorsTek or its affiliates, suppliers, or customers, including CoorsTek Tooling, CoorsTek Specifications and Work Product, which Seller shall have obtained because of the Contract ("CoorsTek Information").

12.2 Seller shall take all reasonable measures to protect CoorsTek Information, which measures shall be at least equal to those with which Seller protects its own confidential or proprietary information.

12.3 All proprietary rights embodied in CoorsTek Information are reserved to CoorsTek and their use is restricted to the work to be performed hereunder. Seller agrees to retain in confidence, and return to CoorsTek on completion of the Contract, all CoorsTek Information.

12.4 Seller shall have no obligation with respect to any CoorsTek Information which Seller can demonstrate:

- (a) was in Seller's rightful possession free of any obligation of confidence prior to its first receipt from CoorsTek,
- (b) is publicly known through no fault of Seller,
- (c) is obtained from a third person who had a right to disclose it,
- (d) was independently developed without access to any CoorsTek Information, or
- (e) is required to be disclosed by law, any governmental or regulatory authority, or by a court of competent jurisdiction.

12.5 No private data, proprietary designs, ideas, or information of Seller is to be provided to CoorsTek. CoorsTek accepts no obligation of confidence to Seller with respect to ideas, data, information, or designs divulged by Seller or equipment, operations, or designs witnessed by CoorsTek at Seller's plant. In the absence of further written agreement signed by CoorsTek and Seller, all information which passes from Seller to CoorsTek shall be treated as non-confidential, including material provided in written form and marked by the originator as being confidential or private.

12.6 Seller authorizes CoorsTek to reproduce Seller's copyrighted material, at no cost to CoorsTek, for the purpose of including such material in documents provided to CoorsTek's customers or prospective customers in the normal course of CoorsTek's business.

13. INDEMNIFICATION.

13.1. Seller shall indemnify, defend and hold harmless CoorsTek and its owners, parents, affiliates, subsidiaries, directors, employees, agents and customers against all liabilities, costs, expenses, damages and losses (including any personal injury, property damage, direct, indirect or consequential losses, loss of profit, loss of reputation, loss of use and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by CoorsTek as a result of or in connection with:

(a) any claim made against CoorsTek 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 Seller, its employees, agents or subcontractors;

(b) any claim made against CoorsTek 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 Seller, its employees, agents or subcontractors; and

(c) any claim made against CoorsTek 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 (i) breach, negligent performance, failure or delay in performance of the Contract by Seller, its employees, agents or subcontractors, or (ii) noncompliance with any applicable law, regulation, ordinance, rule or code by Seller, its employees, agents or subcontractors.

13.2 In the event of any claim under clause 13.1(a), Seller shall, at its expense and option, either (a) procure for CoorsTek the right to continue using the Goods, or (b) replace or modify the Goods so that they become non-infringing, but only if the modification or replacement does not adversely or materially affect CoorsTek's rights or ability to use the Goods. If neither of these options is reasonably possible, Seller shall refund to CoorsTek all amounts paid to Seller for the infringing Goods and reimburse CoorsTek for all costs of removal and replacement of the infringing Goods.

13.3 This clause 13 shall survive termination of the Contract.

14. INSURANCE.

14.1 Seller shall carry and maintain in force, from the date of commencement of any work subject to the Contract, insurance of the type and minimum coverage amounts as follows to the full extent required to cover its liabilities under the Contract:

(a) Employers' and Occupier's Liability Insurance as required by the statutes of the jurisdiction where the work is being performed;

(b) Comprehensive General Liability Insurance with minimum limits of £1,000,000 combined bodily injury and property damage per occurrence and aggregate. Policy should include coverage for premises and completed operations, broad form property damage, personal injury liability, professional indemnity and contractual liability;

(c) Comprehensive Motor Insurance in amounts not less than £1,000,000 combined single limit bodily injury and property damage per occurrence and aggregate for owned and hired-owned automobiles.

14.2 Unless otherwise agreed, all insurance policies shall contain an endorsement waiving all subrogation rights against CoorsTek.

14.3 Certificates of insurance evidencing the coverage required above shall, on request, be filed with CoorsTek prior to the commencement of any work subject to the Contract.

14.4 Such certificates shall provide that the insurer must give CoorsTek not less than thirty (30) days advance notice of any change in or cancellation of coverage and shall name CoorsTek as an additional insured, as applicable.

14.5 Seller's failure to comply with any or all of the insurance provisions of the Contract shall not be construed to limit or relieve Seller from any of its obligations under the Contract, including this insurance provision. Seller's failure to obtain or maintain the insurance required hereunder shall not relieve Seller of its obligations for any and all liabilities associated therewith.

15. COMPLIANCE WITH LAWS, SUPPLIER CODE OF CONDUCT, AND COORSTEK POLICIES.

15.1 Seller, at its sole cost and expense, shall procure all necessary permits and licenses for performance of its obligations under the Contract.

15.2 Seller shall produce and provide all Goods in compliance with all applicable laws, statutes, regulations, codes, rules and ordinances, the CoorsTek Supplier Code of Conduct, a copy of which is available upon request, and all policies and procedures of CoorsTek provided to Seller in writing.

15.3 Seller shall, in performing its obligations under these Conditions:

(a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including the Modern Slavery Act 2015; and

(b) 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.

15.4 In this clause 15, Personal Data has the meaning given in the Data Protection Act 1998.

15.5 Seller warrants that, in relation to any Personal Data transferred to CoorsTek with its performance of the Contract:

(a) it is legally able to process and transfer such Personal Data and has obtained sufficient full and valid consent in relation to the Personal Data and any processing required; and

(b) it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction or, damage to, Personal Data.

15.6 Seller agrees that if any Personal Data is transferred to CoorsTek, CoorsTek will be acting as a data processor, rather than a data controller (within the respective meanings given them in the Data Protection Act 1998), in respect of any/all such data processing activities which CoorsTek carries out under the Contract.

15.7 Information about Seller which Seller provides or is obtained by CoorsTek in its dealings with Seller or from any other person may be held on CoorsTek's computer server (which may or may not be based within the European Economic Area), computer database and in any other way. This may be used for credit risk assessment and for market and product analysis to enable CoorsTek to review, develop and improve the services it offers.

16. EXPORT COMPLIANCE. Seller shall comply with the applicable import and export laws and regulations of Seller's country, the United Kingdom, and the United States and with all applicable export licenses and their provisos, including the UK Government Export Control Regulations, the US International Traffic in Arms Regulations (ITAR), the US Export Administration Regulations (EAR), the Missile Technology Control Regime and the export laws and regulations of the Defense Trade Industry.

17. GOVERNMENT CONTRACTS.

17.1 If the Order indicates that it is placed under a UK or other government contract, all applicable laws and regulations relating to such contract shall apply as may be relevant to the Order. In addition, all terms and conditions within CoorsTek's government contract shall be flowed down in their entirety to Seller.

17.2 If the Order is issued pursuant to a UK or other government contract, Seller certifies that Seller and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any competent authority in respect of such government contract.

17.3 In the event of CoorsTek's termination under applicable government contract termination provisions, Seller's claims, if any, shall be submitted not later than 75 days from the effective date of termination.

18. AUDIT.

(a) Seller's records, including, but not limited to, accounting records, time sheets, written policies and procedures, test results, reports, correspondence, memoranda and any other documentation relating to the performance of all work subject to the Contract, shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by CoorsTek or its authorized representative as necessary to adequately evaluate Seller's claims, charges or compliance with the Contract or with applicable law, or as required by governmental authorities.

(b) For the purpose of such audits, inspections, examinations and evaluations, CoorsTek or its authorized representative shall have access to such records for six (6) years after the completion of all work subject to the Contract.

(c) Any request for an audit under this clause 18 shall be in writing providing reasonable notice.

19. TERMINATION

19.1 CoorsTek may terminate the Contract in whole or in part at any time without cause before delivery with immediate effect by giving Seller written notice, whereupon Seller shall discontinue all work on the Contract. CoorsTek shall pay Seller 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. Such compensation shall be Seller's sole remedy with respect to CoorsTek's termination of the Contract under this clause 19.1.

19.2 Without limiting its other rights or remedies, CoorsTek may terminate the Contract with immediate effect by giving written notice to Seller if:

(a) Seller commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach with thirty (30) days of being notified in writing to do so;

(b) Seller suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(c) Seller commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of Seller with one or more other companies or the solvent reconstruction of Seller;

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of Seller other than for the sole purpose of a scheme for a solvent amalgamation of Seller with one or more other companies or the solvent reconstruction of Seller;

(e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over Seller;

(f) the holder of a qualifying floating charge over the assets of Seller has become entitled to appoint or has appointed an administrative receiver;

(g) a person becomes entitled to appoint a receiver over the assets of Seller or a receiver is appointed over the assets of Seller;

(h) a creditor of Seller executes or attempts to execute diligence against, the whole or any part of Seller's assets and such diligence is not discharged within 14 days;

(i) Seller takes any step or action in connection with Seller being made bankrupt or sequestrated;

(j) any event occurs, or proceeding is taken, with respect to Seller in any jurisdiction to which it is subject that has an effect equivalent or broadly similar to any of the events mentioned in clause 19.2(c) to clause 19.2(j) (inclusive);

(k) Seller suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;

(l) Seller's financial position deteriorates to such an extent that in CoorsTek's opinion Seller's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and/or

(m) there is a change of control of Seller (within the meaning of section 1124 of the Corporation Tax Act 2010).

19.3 In the event of termination, however arising, Seller shall immediately deliver to CoorsTek all CoorsTek Tooling, CoorsTek Specifications, Work Product, CoorsTek Information and other deliverables and shall certify to CoorsTek in writing that it has done so.

19.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that accrued prior to the date of termination.

19.5 Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect, including clauses related to Seller's confidentiality, indemnification, intellectual property and warranty obligations.

20. FORCE MAJEURE

20.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause beyond its reasonable control.

20.2 If the period of delay or nonperformance continues for thirty (30) days, the party not affected may terminate the Contract by giving five (5) days' prior written notice to the affected party.

20.3 The party experiencing the force majeure circumstances shall cooperate with and assist the other party in all reasonable ways to minimize the impact of such circumstances on the other party, including assisting in locating and arranging for substitute Goods.

21. ASSIGNMENT & SUBCONTRACT.

21.1 Seller may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of CoorsTek.

21.2 Any purported dealings under clause 21.1 without CoorsTek's prior written consent shall be void.

21.3 If CoorsTek consents to any assignment, subcontract or other dealing under clause 21.1 by Seller, Seller shall remain responsible for all the acts and omissions of its assignees, subcontractors or designees as if they were its own.

21.4 CoorsTek may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

22. WAIVER. Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not: (a) waive that or any other right or remedy; or (b) prevent or restrict the further exercise of that or any other right or remedy.

23. SEVERANCE. If any provision or part provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause 23 shall not affect the validity and enforceability of the rest of the Contract.

24. THIRD PARTY RIGHTS. Except as specifically provided for in the Contract, including clauses 3 and 13, no one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of its terms. Except as specifically provided for in the Contract, including clauses 3 and 13, the parties to the Contract do not intend that any term of the Contract shall be enforceable by any person that is not a party to the Contract.

25. NONEXCLUSIVE.

(a) It is expressly understood and agreed that the Contract does not grant to Seller any exclusive privileges or rights and CoorsTek may contract with other suppliers for Goods.

(b) Unless explicitly stated on the Order, CoorsTek makes no guarantee or commitment for any minimum or maximum amount of Goods to be purchased hereunder.

26. GRATUITIES; ANTI-BRIBERY.

26.1 Seller warrants that neither it nor any of its employees, agents or representatives have offered or given any gratuities to CoorsTek's employees, agents or representatives with a view toward securing the Contract or securing favourable treatment with respect thereto.

26.2 Seller shall:

(a) comply with all applicable laws, regulations, and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, as may be updated from time to time ("Relevant Requirements");

(b) comply with any CoorsTek policies, as CoorsTek may update them from time to time ("Relevant Policies");

(c) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies, and will enforce them where appropriate;



(d) promptly report to CoorsTek any request or demand for any undue financial or other advantage of any kind received by Seller in connection with the performance of this agreement;

(e) immediately notify CoorsTek (in writing) if a foreign public official becomes an officer or employee of Seller and/or acquires a direct or indirect interest in Seller (and Seller warrants that it has no foreign public officials as officers or employees and/or as direct or indirect owners at the date of this agreement);

(f) immediately on demand by CoorsTek, certify to CoorsTek in writing signed by an officer of Seller, compliance with this clause 26 by Seller and all persons associated with it and all other persons for whom Seller is responsible under this clause. Seller shall provide such supporting evidence of compliance as CoorsTek may reasonably request.

26.3 Without prejudice to clause 21, Seller shall ensure that any person associated with Seller who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Seller in this clause 26 ("Relevant Terms"). Seller shall in all circumstances be responsible for the observance and performance by such persons of the Relevant Terms, and shall in all circumstances be directly liable to CoorsTek for any breach by such persons of any of the Relevant Terms howsoever arising.

26.4 Breach of this clause 26 shall be deemed an irremediable breach of Contract.

26.5 For the purpose of this clause 26, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 26 a person associated with Seller includes but is not limited to any subcontractor of Seller.

27. ADVERTISING; PUBLICITY. No references to CoorsTek or references to CoorsTek's names, marks, codes, drawings or specifications will be used in any of Seller's advertising, promotional efforts or any publicity of any kind without CoorsTek's prior written permission.

28. WORK ON COORSTEK'S SITE. Should Seller supply services at CoorsTek's place of business, Seller must first contact the site's Environment, Health and Safety coordinator and shall at all times comply with all instructions and requests of the coordinator.

29. INDEPENDENT CONTRACTOR. Seller shall at all times be an independent contractor in performing its obligations under the Contract and will supervise and direct all work required under the Contract. Under no circumstances shall Seller, its employees, agents or subcontractors be considered an employee, partner or agent of CoorsTek.

30. REMEDIES. CoorsTek's rights and remedies under these Conditions are in addition to its rights and remedies implied by or available under statute and common law.

31. GOVERNING LAW. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including noncontractual disputes or claims), shall be governed by, and construed in accordance with the law of Scotland. The parties elect not to be bound by the United Nations Convention on Contracts for the International Sale of Goods.

32. JURISDICTION. Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including noncontractual disputes or claims).

33. ENTIRE AGREEMENT. The Contract, including the Order, these Conditions, and all attachments or documents referenced in the Order, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

34. VARIATION. Except as set out in these Conditions, no variation, modification, addition or amendment of the Contract, including the introduction of any additional terms and conditions, shall be effective unless

it is agreed in writing and signed by CoorsTek.