

GENERAL TERMS AND CONDITIONS OF SALE

1. SCOPE: Save as otherwise explicitly agreed in writing with Puratos, all sales by Puratos are subject to these General Terms and Conditions only. General terms and conditions that are provided by the Customer cannot be regarded as agreed, whether explicitly or implicitly, by Puratos. Deviations from these General Terms and Conditions require explicit prior written agreement from Puratos. It shall be assumed, upon acceptance of Puratos' offer by the Customer, that these General Terms and Conditions have been approved irrevocably by the Customer and that it has had reasonable opportunity to take note of these General Terms and Conditions.

2. PRICE: Prices are ExWorks (Incoterms 2010) the Puratos premises and exclusive of VAT and any other taxes, levies and similar amounts payable by the Customer. Each price shall be agreed with Puratos but may be unilaterally changed by Puratos for any new orders from the Customer, due to (i) increases in the prices of raw materials and other costs of production and sale or (ii) changes in the applicable legislation, regulations, taxes, customs duties or other similar levies on the product that would lead to a price increase.

3. DELIVERY: Delivery shall take place ExWorks (Incoterms 2010). Unless expressly agreed otherwise, delivery dates are indicative and failure by Puratos to meet the delivery date shall not entitle the Customer to any compensation of damages or to cancel the respective order. Puratos shall however take all reasonable efforts to meet the delivery date.

4. TRANSPORT: Transport charges, insurance costs and all other costs related to the transportation, import and export of the products shall be borne by the Customer. The Customer shall collect the products on the agreed date. If the Customer fails to collect the products on the agreed date, Puratos may charge storage costs. Upon request of the Customer, Puratos may arrange transportation of the products. In the latter case, all associated costs shall be payable by the Customer and the Customer shall be liable for any risk related to the transportation, import and export (if any) of the products.

5. PAYMENT: Invoices are payable in TWD, on the bank account indicated by Puratos on the offer. The invoice shall be deemed to have been irrevocably accepted if Puratos does not receive a written complaint from the Customer within forty-eight (48) hours of the Customer receiving the invoice. In case of late payment, with effect from the due date until full payment of the invoice, the open and due amounts shall by operation of law and without prior notice, be subject to interest equal to the higher of (i) the rate of interest applied by the Bank of Taiwan for main refinancing operations plus 8%, subject to a minimum of 12% annually and (ii) the interest rate which is applicable in accordance with the applicable law. In addition, a lump sum compensation amounting to 10% of the open and due

amount shall be due plus the cost of legal proceedings where applicable. In addition, (i) Puratos is entitled to terminate any pending purchase orders, (ii) all invoices issued to this Customer become immediately payable and (iii) any agreed payment term (if any) expires and all future sales are subject to payment prior to delivery. The aforementioned points (i) until and including (iii) also apply if Puratos determines or has sound reasons to believe that the Customer may have credit issues, if the Customer enters into any kind of situation of *concursum creditorum*, makes any voluntary arrangement with its creditors or becomes subject to an administrative order, enters liquidation, ceases or threatens to cease to carry on business, a mortgagor forecloses on any of its assets, or a receiver is appointed for any of its property or assets.

6. CANCELLATION: Without prejudice to the provisions on payment above, Puratos is entitled to forthwith cancel all or part of the confirmed purchase orders and any pending orders, without any court intervention, without any right of compensation for the Customer, subject to sending a registered letter in that respect to the Customer in any of the following cases :

- a) if the Customer seriously breaches any of its obligations towards Puratos, such as, without being limited thereto, its obligation to timely pay its invoices, provide sufficient securities/guarantees (if any), obligation to accept delivery of the products, does not purchase the agreed volumes.
- b) if Puratos determines or has sound reasons to believe that the Customer may have credit issues, if the Customer enters into any kind of situation of *concursum creditorum*, makes any voluntary arrangement with its creditors or becomes subject to an administrative order, enters liquidation, ceases or threatens to cease to carry on business, a mortgagor forecloses on any of its assets, or a receiver is appointed for any of its property or assets;
- c) if the Customer notifies Puratos that it shall not/cannot comply with its obligations towards Puratos.
- d) in case of any other breach of any of its obligations and if the Customer does not remedy such breach within a reasonable period of 15 (fifteen) days following a notice of default in that respect from Puratos.

In case of cancellation, Puratos is entitled to a lump sum compensation equal to (i) 100% of the price of the tailor-made products, (ii) 50% of the price of standard products of the cancelled order(s) and (iii) 100% of the price of the raw materials that Puratos purchased to produce agreed volumes that Puratos cannot reasonably use in its production. More specifically for back-to-back contracts, Puratos is moreover entitled to claim the cancellation fees for pre-ordered raw materials, the cost of raw material devaluation and any additional charges and penalties that Puratos incurs.

Any of the abovementioned lump sum compensation are irrespective of Puratos' right to claim higher compensation should Puratos prove that the actual damages it incurs as a result of the actions/omissions of the Customer are higher.

7. WARRANTY - COMPLAINTS: Puratos guarantees the quality of its products during the shelf life of the products, provided that the products are transported and stored under normal conditions and used in accordance with the user instructions. Puratos does not guarantee any intended use of the Customer. The Customer is obliged to inspect the products on delivery thereof. Any non-conformities need to be reported in writing to Puratos and be supported with objective documentary evidence, (i) within 2 business days after delivery of the product with respect to visible defects (including a shortage/default in delivery); or (ii) within 10 business days as from the Customer becoming aware of a defect when it concerns a hidden defect. Complaints regarding weight or visible defects shall only be valid if also stated on the CMR consignment note and the delivery note. In any case, any products rejected by the Customer shall be stored correctly and the Customer shall demonstrate due care and diligence in adopting all necessary damage-limiting measures. Complaints shall be handled according to Puratos' complaints procedure. Puratos shall, at its sole discretion, cure the defect or replace the products at its own cost and expense, unless if and to the extent the Customer is liable for the non-conformity. The Customer shall not be entitled to any other form of compensation. The Customer shall under no circumstances be entitled to withhold payment in part or in full in the event of a dispute, whatever the reason may be. Puratos shall only be liable for any costs related to recall or withdrawal of the products if Puratos is obliged under applicable law, to recall or withdraw its products from the market.

8. OWNERSHIP AND RISK: Ownership of the products shall only be transferred to the Customer on full payment of the price thereof. Puratos reserves the right to reclaim the products or the price thereof if the products have been processed in the meantime, where necessary as long as the products are not paid in full. All risk for damage to and loss of the products shall be transferred to the Customer upon the moment the products are no longer under Puratos' control.

9. INTELLECTUAL PROPERTY RIGHTS: Puratos is and shall remain the sole owner of all intellectual property rights in its products, such as but not limited to trade secrets, patents and knowhow, formulas, recipes and all other information, data and knowhow related to its business. The disclosure of information to the Customer, such as but not limited to data related to Puratos' products and production process, shall under no circumstances imply the transfer of ownership or license to use any of the intellectual property rights of Puratos to the Customer. Without prejudice to the Customer's background intellectual property rights, any intellectual property rights in any development, improvement, innovation or other creation by Puratos, either for itself, on request of the Customer, or based on the Customer's information, shall always be exclusively owned by Puratos without any right for the Customer therein.

10. LIABILITY: To the extent permitted by applicable law, Puratos shall not have any liability of any kind for any punitive, special, indirect or consequential loss or damages under or as a result of the supply of products to the Customer and loss of profit, loss of revenue, loss of business opportunities, damages or harm to reputation, goodwill or interests shall always be excluded from Puratos' liability.

11. PURCHASE OBLIGATION: The Customer is obliged to purchase any volume of products that the Customer committed to purchase.

12. GUARANTEE: Puratos is entitled to demand a guarantee covering all costs related to the supply of tailor-made products by Puratos to the Customer.

13. FORCE MAJEURE: Puratos shall be excused from its obligations if it is prevented due to an event of force majeure which shall be interpreted under Belgian law. If such event of force majeure exceeds six months, either party shall have the option to immediately terminate the pending purchase order without any obligation to pay damages or compensation. Any event of hardship being an unforeseen event that fundamentally alters the equilibrium between Puratos and the Customer resulting in an excessive burden being placed on one of them involved, is explicitly excluded from the events of force majeure.

14. COMPLIANCE WITH LAW : Puratos shall comply with all applicable laws and regulations applicable in the country of production and in the country of sale of the products.

15. APPLICABLE LAW: These General Terms and Conditions shall be governed by Taiwanese law. In the event of any dispute, the competent courts shall be the courts from the place where Puratos has its registered office.

16. WAIVER : No waiver shall be effective unless given in writing and signed by a duly authorized representative of the party giving the waiver. Any waiver shall not preclude the further exercise of any such rights.

17. Severability : If any provision of these terms and conditions is held by any court or other competent authority to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, the legality, validity or enforceability of the remainder of these terms and conditions shall not be affected and the invalidated provision shall be replaced by a valid provision that reflects as much as legally possible the intention of the original invalidated provision.

18. Entire agreement : These terms and conditions constitute the entire understanding between Puratos and the Customer related to the subject matter

hereof. No other terms and conditions, whenever provided or disclosed to the Customer or Puratos, shall apply.