

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (the "Terms and Conditions") constitute a legally binding contract between Avantor Performance Materials Taiwan Co. Ltd. ("Seller") and the customer (the "Customer") identified on a purchase order that has been issued by the Customer and accepted by Seller (the "Order"). These Terms and Conditions shall govern Seller's sale to Customer of the products specified on the Order (the "Products").

1. **CONTRACT TERMS; ACCEPTANCE BY CUSTOMER.** The applicable Order shall be deemed to be incorporated herein by reference; provided, however, that Seller hereby expressly rejects any terms or conditions that are different from these Terms and Conditions, whether such different terms are set forth on the Order or in any other document exchanged by the parties. Neither Seller's delivery of the Products nor any other action, conduct, or performance shall constitute acceptance of terms or conditions different from these Terms and Conditions. Customer shall be deemed to have accepted these Terms and Conditions by issuing an Order or by any other statement or e-mail, act, course of conduct, dealing, or performance constituting acceptance under applicable law, including failure to object in writing to these Terms and Conditions within a reasonable time or by acceptance of the Products.

2. **PRICES AND PAYMENT TERMS.** The prices for the Products shall be as stated on the Order (the "Prices"). Payment is due in full thirty (30) days from the invoice date. Invoices shall be issued upon or after the delivery of the Products to Customer or Customer's agent. Customer acknowledges that Seller's credit department may, in its sole discretion, impose more stringent payment requirements, including requiring payment in advance or requiring provision of an irrevocable letter of credit. Should Customer become delinquent in payment of any sum due hereunder, Seller shall not be obligated to continue performance under these Terms and Conditions. Any amounts not paid when due will be subject to a service charge of one and one-half percent (1.5%) of the amount due per month or the highest rate permitted under applicable law, whichever is less. Customer shall pay all sales, use, value-added, excise, or similar taxes and duties and any shipping, delivery, and related insurance costs applicable to the Products. In lieu of certain tax payments, Customer may provide Seller with a tax exemption certificate acceptable to the taxing authorities. Customer agrees to reimburse Seller for any such amounts which Seller incurs on behalf of Customer. All payments to Seller shall be made in U.S. Dollars.

3. **SECURITY INTEREST.** If Customer fails to pay the total sum due hereunder within sixty (60) days of shipment, Seller hereby reserves and Customer hereby grants a purchase money security interest in the Products sold hereunder and the proceeds thereof. In the event of default by Customer of any of its obligations to Seller, Seller shall have the right to repossess the Products sold hereunder without liability to Customer. Customer hereby authorizes Seller to file one or more financing statements signed only by Seller without Customer's signature and to use a copy of these Terms and Conditions as an exhibit to any financing statement. Upon request of Seller, Customer agrees to promptly execute financing statements and such other instruments as Seller desires to perfect or maintain its security interest.

4. **ORDER CHANGES.** Customer may cancel an Order or modify the delivery dates, quantities, specifications, or other terms of an Order, only with the prior written consent of Seller.

5. **WEIGHTS AND CONTAINERS.** Seller's weights and counts shall govern unless proved to be in error. Unless covered by separate contract, returnable containers are the property of Seller and are loaned to Customer. Payment of a deposit, when required by Seller, does not convey title to such containers. Each empty container must be returned within sixty (60) days from date of shipment, freight

charges collect, and must not be used for any material other than that shipped therein. Upon receipt of the container within sixty (60) days, in good condition, any deposit will be returned or credited to Customer. Cost of containers not returned to Seller within the time specified shall be charged to Customer's account.

6. **SHIPMENT.** Seller will arrange for shipments to Customer as nearly in accordance with Customer's shipping instructions set forth in the Order as is permitted by Seller's ability to schedule manufacturing and shipping. Seller shall not be responsible to Customer for any failure to meet Customer's shipping instructions. On sales made F.O.B. origin (i.e., Seller's plant or warehouse) manufacturing location, no allowances for shortage or damage will be made by Seller unless Customer furnishes acknowledgment from the carrier that same occurred in transit in accordance with the timeframes set forth in Section 7. On all sales made F.O.B. origin, Customer will, in the event of loss or damage in transit, file its own claim with carrier.

7. **INSPECTION AND ACCEPTANCE.** Customer shall inspect, within thirty (30) days of receipt, each shipment of Product sold hereunder, for any damage, defect, or shortage. All claims by Customer or others for alleged damage, defect, shortage, non-delivery, negligence, or any other cause, whether or not enumerated, ("Defective Performance") shall be deemed waived unless made in writing and received by Seller within thirty (30) days after Seller's delivery of the Product in accordance with the Order; provided, however, that as to any Defective Performance not reasonably discoverable within said thirty (30) day period, all such claims shall be deemed waived unless made in writing and received by Seller within ninety (90) days after Seller's delivery of the Products in accordance with the Order or Customer's non-receipt of the Products or within thirty (30) days after Customer learns of the facts giving rise to the claim, whichever shall first occur. Failure of Customer to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim. At Seller's request, Customer shall promptly forward to Seller a representative sample of any allegedly nonconforming Product. Transportation charges for the return of goods shall not be paid by Seller unless authorized in advance by the Seller.

8. **LIMITED WARRANTY.** Unless otherwise provided herein, Seller warrants that all Products sold hereunder shall materially conform to Seller's standard specifications in effect on the date of shipment. These warranties are limited to Products bearing Seller's label in Seller's original packaging. If Seller determines, in its sole reasonable discretion, that any Product does not conform to the warranty stated in this Section, Customer's sole and exclusive remedy and Seller's sole and exclusive obligation, at Seller's option, shall be for Seller to either: (i) replace the nonconforming Product at Seller's own expense, or (ii) credit Customer the purchase Price for the nonconforming Product.

9. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8, THE PRODUCTS PROVIDED HEREUNDER ARE PROVIDED "AS IS," AND SELLER MAKES AND GIVES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

10. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES OR BUSINESS, COST OF CAPITAL, COST OF PURCHASE, COST OF RECALL, OR COST OF REPLACEMENT GOODS) WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE, OR OTHER TORT, OR OTHERWISE. FURTHER, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE PRICE OF PARTICULAR PRODUCT SPECIFIED ON AN ORDER THAT IS THE SUBJECT MATTER OF A DISPUTE.

11. **INDEMNIFICATION.** Customer shall indemnify, defend, and hold harmless Seller and its affiliates and their respective officers, directors, employees, and agents from and against any and all liabilities, damages, awards, settlement payments, costs, and expenses (including reasonable attorney fees) in connection with any third-party claim arising from or relating to Customer's handling, possession, use, or resale of any Products, whether used alone or in combination with other goods.

12. **SALE OF GOODS OUTSIDE TAIWAN R.O.C.** Regardless of terms of shipment, title to and risk of loss of Product shall pass to Customer upon clearance through customs in the country of delivery. For Products designated with an asterisk (*), title to and risk of loss shall pass within the customs territory of Taiwan R.O.C.

13. **GENERAL PROVISIONS.**

A. **Entire Agreement.** These Terms and Conditions are the sole and complete agreement between Seller and Customer with respect to the subject matter hereof, and supersedes any and all prior oral and written understandings with respect to such subject matter. Seller's representatives may have made oral statements about the Products. Those statements are not warranties, should not be relied upon by Customer, and are not part of these Terms and Conditions.

B. **Modification and Waiver.** No amendment to, or modification or waiver of, any provision of these Terms and Conditions shall be binding upon the parties unless set forth in a written document signed by both parties.

C. **Assignment; Binding Effect.** Neither party may assign or transfer any of the rights, duties, or obligations herein without the prior written consent of the other, and any purported attempt to do so shall be null and void. Notwithstanding the foregoing, either party may, without the other party's consent, assign or transfer these Terms and Conditions to a successor in the event of a merger, sale of equity interests, sale of all or substantially all assets, or other change of control transaction involving such party; provided, however, that the assignee shall be at least as credit worthy as the assignor.

D. **No Third Party Beneficiaries.** Nothing contained herein shall give to any other person any benefit or any legal or equitable right, remedy, or claim.

E. **Governing Law and Forum.** These Terms and Conditions, and any and all disputes, claims and controversies directly or indirectly arising from or relating to these Terms and Conditions, will be governed by and construed under the laws of Taiwan R.O.C., without reference to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any dispute, claim or controversy that directly or indirectly arises out of or relates to these Terms and Conditions will be first negotiated in good faith by the parties. If such negotiations do not result in a mutually-agreeable resolution, either party may bring a claim against the other party provided that such claim will be venued in the district court located in Hsinchu, Taiwan R.O.C.. Each party hereby consents, agrees, and submits to the exclusive jurisdiction of such courts for all suits, actions or proceedings directly or indirectly

arising out of or relating to these Terms and Conditions, and waives any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum. All proceedings shall be conducted in English.

F. **Force Majeure.** Seller shall not be liable for any delay or non-delivery of any of the Products or other nonperformance caused in whole or part by any contingency or event beyond Seller's reasonable control, including, without limitation, any act of God; acts of any government or any agency or subdivision thereof; fire; strikes; war; machinery breakage; failure of a communications or Internet provider; transportation delays; shortage of or inability to secure labor, fuel, energy, materials, or supplies at reasonable prices or from regular sources; riots or acts of a public enemy; terrorist acts; and any existing or future laws or regulations with which Seller, in its judgment and discretion, deems it advisable to comply as its legal duty.

G. **Severability.** If any provision hereof is held to be unenforceable by final order of any court of competent jurisdiction, such provision shall be severed here from and shall not affect the interpretation or enforceability of the remaining provisions hereof.

H. **Export Control.** Each party shall comply with all applicable export control laws and regulations with respect to all Products sold hereunder.

I. **Survival.** The following Sections shall survive any expiration, termination, or cancellation of these Terms and Conditions: Sections 3, 5, 8-13.

J. **Language and Translation.** The parties acknowledge that only the English language version of these Terms and Conditions shall be binding upon the parties and that any translation of these Terms and Conditions provided shall be for convenience purposes only.