

General Purchasing Conditions Shin-Etsu PVC B.V.

1. Definitions

In these general purchasing conditions (hereinafter: “General Purchasing Conditions”) the following terms shall be understood to have the meanings assigned to them below:

- Shin-Etsu : Shin-Etsu PVC B.V., having its registered office in Amsterdam and its place of business at Hilversum, with branches in Vondelingenplaat-Rotterdam and Botlek-Rotterdam.
- Supplier : the natural person or legal entity acting as actual or potential supplier of goods or services.

2. General

These General Purchasing Conditions apply to all quotation requests, offers, orders and agreements (hereinafter also referred to as Orders/Agreements) in which Shin-Etsu acts as actual or potential buyer/principal for the goods or services to be delivered (hereinafter referred to jointly as 'goods'). Any conditions other than these General Purchasing Conditions are hereby expressly rejected. Other conditions or departures from these General Purchasing Conditions shall be valid only if and insofar as they have been agreed in writing by both Parties.

3. Acceptance, order/commission and order confirmation

- 3.1 Shin-Etsu reserves the right to revoke the order or commission it has placed if the Supplier fails to provide an order confirmation in writing within two weeks of receipt of the order.
- 3.2 If the order confirmation departs from the original order or commission, Shin-Etsu shall only be bound after declaring its express agreement in writing with such departure.
- 3.3 The acceptance by Shin-Etsu of goods as well as any payment made by Shin-Etsu in that respect shall not imply any recognition of the departure.
- 3.4 An offer, made without engagement or otherwise, cannot be revoked by the Supplier after acceptance by Shin-Etsu.

4. Price, invoicing and payment

- 4.1 The agreed price is a fixed price in euros which cannot be increased without written consent from Shin-Etsu. Any price reductions taking effect before the delivery date shall replace the agreed price.
- 4.2 The price includes all costs necessary for the performance of the Order/Agreement, including packaging costs, importation (duties, import taxes), transport, delivery, administration, dispatch, inspections, tests, certificates as well as any other associated costs. Prices are always exclusive of value added tax unless stated otherwise.
- 4.3 The costs of offers, samples, trial consignments and specimen material shall be for the Supplier's account.
- 4.4 In the event Supplier must increase the prices by virtue of mandatory law, then Shin-Etsu may terminate, to its own discretion, from the date of the price increase.

- 4.5 Invoices bearing reference numbers must be submitted in accordance with the Orders/Agreement, with position numbers to indicate the Order/Agreement position, to controlling department and within 30 days after the delivery unless otherwise stated in the relevant Order/Agreement. In the absence of these particulars Shin-Etsu has the right to suspend the payment obligation. Duplicates of an invoice must be characterized as such.
- 4.6 Shin-Etsu will pay correctly made out invoices within 45 days of invoice date. If the Supplier complies with the conditions set forth in Book 2, title 9, section 11 of the Dutch Civil Code (a so-called micro-, small-, or medium-sized enterprise), Shin-Etsu will pay within 30 days of the invoice date in the event of correct invoicing. The Supplier shall indicate whether, and upon request demonstrate that, it meets the specified conditions. Any other payments terms that are solely stated on the invoice shall not be regarded as an agreed departure from the payment term as referred to in this article.
- 4.7 Payment does not in any way involve the renunciation of any right to come back to the execution of the Order/agreement. Shin-Etsu is authorized to offset its due and payable claims against the amounts it owes the Supplier by means of a settlement statement. In the case of total or partial payment in advance, Shin-Etsu may require the provision of a deposit or bank guarantee.
- 4.8 Supplier hereby waives any right of retention that it could exercise against Shin-Etsu.

5. Additional work and cancelled work

- 5.1 Shin-Etsu shall be authorized to alter the content and scale of the assignment, even if this involves additional or cancelled work. If the Supplier considers that the change has consequences for the agreed price or delivery time it will advise Shin-Etsu without delay in writing and, in the case of additional work, issue a written quotation concerning the price and relevant delivery period as well as the consequences for the other activities to be performed by the Supplier. 5.2 Additional work will only be performed by the Supplier after written instructions have been received from Shin-Etsu. Additional work shall in any event not include additional activities that the Supplier could or should have foreseen with a view to delivering the agreed service(s) and functionality/functionality or that are the consequence of an attributable shortcoming on the part of the Supplier.

6. Transfer of rights and obligations; subcontracting

- 6.1 The Supplier shall not assign any of its rights or delegate or subcontract any of its rights and obligations arising from the Agreement/Order either in whole or in part and shall require Shin-Etsu's prior written consent to subcontract or delegate activities to third parties.
- 6.2 The Supplier shall remain fully responsible and liable in relation to activities performed by third parties in connection with Shin-Etsu's Order/with the Agreement and shall hold Shin-Etsu harmless against any liability (in the shape of damage, costs, fines, etc.) that follows from the relevant legislation and regulations in the field of vicarious liability/wage tax in the case of subcontracting, hirer's liability, tackling of pseudo-constructions and the payment of minimum wages and minimum holiday allowance.

7. Delivery time and delivery

- 7.1 The delivery time shall commence on the day on which Shin-Etsu places the Order in writing, by fax or by e-mail Electronic Data Interchange or, in the event of Orders placed orally or by telephone, the day on which the Order is confirmed in writing, by fax or by e-mail.
- 7.2 The agreed delivery date/dates or period/periods shall be firm deadlines and shall apply to the entire delivery, including the associated documents. If circumstances arise making it likely that a delivery date or period will not be met, the Supplier shall advise Shin-Etsu accordingly in writing without delay.
- 7.3 If the Supplier exceeds any delivery date(s) or period(s), the Supplier shall immediately be in default and Shin-Etsu shall be authorized to impose a penalty on the Supplier without prior notice of 1% of the price of the total delivery per calendar week or part of a calendar week of such late delivery, up to a maximum 10% of the price, which shall be immediately due and payable.. This penalty shall not relieve Supplier from any obligation under the Agreement/Order whatsoever. This penalty is not the exclusive remedy for Shin-Etsu and is independent of, and in addition to, all other rights and remedies of Shin-Etsu.
- 7.4 Except where Shin-Etsu has granted prior written consent, delivery before the agreed delivery date shall not be permitted. In the event of premature delivery Shin-Etsu has the right to return the goods to the Supplier, without prior notification, at the latter's account and risk. If Shin-Etsu accepts the premature delivery of goods, any resultant costs shall be for the Supplier's account. Premature delivery shall not result in any change in the agreed payment term. The Supplier is not authorized to make delivery in instalments, unless prior written consent has been issued from case to case by Shin-Etsu.
- 7.5 If Shin-Etsu is incapable of receiving the goods at the agreed time due to special circumstances, the Supplier shall at Shin-Etsu's request postpone the delivery for a reasonable period as determined by Shin-Etsu.
- 7.6 In the event of any delay in the progress of the supplies of goods and/or services Supplier shall accelerate and deploy such additional sources and personnel as are required to make up for the delay. The additional costs entailed thereby shall be borne by the Supplier unless the Supplier proves the delay is caused by Shin-Etsu.
- 7.7 In case Shin-Etsu so requests, Supplier shall submit detailed progress reports to Shin-Etsu following Shin-Etsu's directions with respect thereto Supplier shall forthwith inform Shin-Etsu in writing of any circumstance, which may affect or prevent the performance of the order. If Shin-Etsu suspects the existence of such a circumstance, either as a result of said information or on other reasonable grounds, Shin-Etsu may take all necessary measures that are reasonable with a view to Shin-Etsu's interests, without prejudice to any other Shin-Etsu's rights.

8. Packaging and transport

- 8.1 The Supplier shall package the goods as economically, safely, sustainable and carefully as possible and in such a way that the consignment is capable of being handled during transport and unloading in accordance with normal industry standards. The Supplier shall ensure that the goods reach the destination in good condition and that they can be unloaded there safely. In order to encourage the reuse of packaging, neutral packaging without any printing shall wherever possible be used. Packaging should be suitable for reuse or recycling.

8.2 The Supplier is responsible for ensuring that by Supplier, as well as by carriers contracted by or on behalf of the Supplier, the national, international and/or supranational regulations concerning packaging and transport are observed. Shin-Etsu shall be authorized not to accept delivery of the goods if the regulations and provisions referred to in this article have not been complied with.

9. Delivery, transfer of ownership and risk

9.1 Delivery takes place DDP (Delivery Duty Paid)(The latest version of the Incoterms shall be applicable) and title to the goods shall be transferred to Shin-Etsu at the point at which the risk on the goods is transferred, being after delivery has taken place at the address designated by Shin-Etsu.

9.2 The Supplier shall hand over to Shin-Etsu promptly at the time of delivery a full set of the original consignment documents (bill of lading, master's receipt or other applicable documents) or, where agreed, the equivalent Electronic Data Interchange message.

9.3 Models, stamps, moulds and dies, shapes, calibers, drawings and the like procured or produced by the Supplier for delivery purposes shall be deemed to have been provided by Shin-Etsu to the Supplier at the point at which these articles are delivered to or produced by the Supplier. If Shin-Etsu provides goods to the Supplier for delivery purposes, these shall remain or become the property of Shin-Etsu and the Supplier shall be obliged to retain these goods clearly marked as Shin-Etsu's property and to provide Shin-Etsu on request with a statement of ownership. Goods arising from combination, mixing or in some other way become Shin-Etsu's property at the point at which they come into being. The Supplier is deemed to have formed the goods for Shin-Etsu and will hold these new goods as Shin-Etsu's property and will on request provide Shin-Etsu with an ownership statement.

9.4 The Supplier is required to mark Shin-Etsu's property as such and to store it safely, insure it and keep it insured until such point as it is delivered to Shin-Etsu. Goods issued by Shin-Etsu to the Supplier for repair, processing or treatment are and shall remain Shin-Etsu's property but shall be held by the Supplier at the latter's risk.

9.5 The Supplier warrants that it has the free and unencumbered ownership of the goods and that the goods are not encumbered in any way and are free of any rights of pledge and are also not subject to any other restricted rights or that no contractual obligation to vest restricted rights on them exists.

10. Quality and capacity of the delivery, warranty

10.1 The Supplier warrants:

- upon the delivery of goods: that these are of good quality, comply with the state-of-the-art at the point of delivery and are free of any defects (including construction, manufacturing and material errors);
- upon the delivery of services: that the activities will be performed by suitably qualified staff having obtained the necessary diplomas to carry out the activities and using new materials;

- upon the delivery of goods and services: that these are also (i) wholly in accordance with the provisions of the Order/Agreement, the stipulated specifications and Shin-Etsu's reasonable expectations as regards the properties, quality and reliability of the delivery, (ii) complete and suitable and legally admissible for their intended purpose, (iii) comply with the applicable statutory requirements in the Netherlands and other applicable (international) government regulations and laws and (iv) - if applicable - comply with the European CE marking directives and the EC declaration of conformity (for machines and/or safety components) or 'manufacturer's declaration'; the Supplier shall deliver the declaration of CE conformity.
- 10.2 If the Order/Agreement makes reference to technical, safety, quality or other regulations on documents that have not been attached to the Order/Agreement, the Supplier shall be deemed to be familiar with these unless it advises Shin-Etsu to the contrary in writing without delay. In these circumstances Shin-Etsu shall provide the Supplier with more detailed information on these regulations and documents.
- 10.3 The Supplier is required for its own account to ensure the timely acquisition of the consents, permits or licenses required for the performance of the Order/Agreement and for compliance with the conditions laid down in it. The Supplier declares and warrants that it is competent to sell and deliver the goods to Shin-Etsu and that it has valid and transferable title to all the delivered goods.
- 10.4 Shin-Etsu shall have the right to intervene and stop the delivery of goods and services with immediate effect if the activities/delivery/performance is/are carried out in violation of any regulations with regard to safety, health and environment.
- 11. Inspection, post-delivery approval**
- 11.1 On request the Supplier is required to enable Shin-Etsu to satisfy itself concerning the quality, quantities and/or condition of the goods or the progress of the Order/Agreement by means of a test, inspection and/or control at the Supplier's premises. Shin-Etsu may ask for the delivery of one or more samples, at the Supplier's expense. Such tests, inspections and/or controls shall not discharge the Supplier from any liability, as laid down in Article 15 of these General Purchasing Conditions.
- 11.2 On request by Shin-Etsu, the Supplier is required to provide the persons who will carry out the test, inspection and/or control with the equipment and information they require - without incurring additional costs for Shin-Etsu - in order to perform their task. Shin-Etsu reserves the right to ask third parties to perform the aforementioned tests, inspections and/or controls.
- 11.3 If Shin-Etsu is not satisfied with the result of the tests, inspections or controls, it shall have the right to cancel the Order/Agreement in whole or in part, without prejudice to all Shin-Etsu's other rights under these General Purchasing Conditions or the law.
- 11.4 Shin-Etsu will notify the Supplier in writing of any non-conformance within 10 working days after the discovery of this non-conformance.
- 11.5 Shin-Etsu is authorized to reject the goods if these are not in accordance with the Order/Agreement, for example because they are damaged, are incomplete or are otherwise defective. Rejected goods shall be deemed not to have been delivered. The return of rejected goods shall be for the account and risk of the Supplier.

- 11.6 If so desired by Shin-Etsu, the Supplier shall at its own expense and risk and within a reasonable period as determined by Shin-Etsu repair or replace the rejected goods or deliver those that are still missing. If replacement of the goods is called for, the Supplier shall if so desired grant Shin-Etsu the unrestricted use of the rejected goods until Shin-Etsu has received replacement goods meeting the agreed requirements, after which the rejected goods may be returned. The repaired, replaced or finally delivered goods may (again) be rejected by Shin-Etsu if they do not satisfy the provisions of the Agreement/Order. In that case the procedure described in this article will be repeated for as long as Shin-Etsu desires.
- 11.7 The ownership and the risk of damage and loss of rejected goods shall be transferred back to the Supplier by means of written notification sent to the latter. In all cases referred to in this article Shin-Etsu shall retain all rights relating under these General Purchasing Conditions or the law to rejection on account of non-conformity or attributable shortcoming ("non-performance"). If the Supplier does not satisfy the obligations referred to in this article, it shall be in default by law and shall be required to refund any payments made by Shin-Etsu without delay, without need for any written notice to that effect by Shin-Etsu (This is without prejudice to all other rights that Shin-Etsu can assert against the Supplier).

12. Industrial and intellectual property; secrecy

- 12.1 The Supplier shall not disclose the Order/Agreement and all knowledge and data that he will come to possess as a result of the performance of the contract to third parties or use them for the benefit of third parties without Shin-Etsu's prior written consent.
- 12.2 The Supplier shall grant Shin-Etsu the unrestricted right of enjoyment and free disposal over the delivered goods. The Supplier shall hold Shin-Etsu harmless against any claims by third parties that are the result of any infringement or alleged infringement of taken drives and/or other (intellectual property) rights of third parties.
- 12.3 The Supplier shall observe secrecy in respect of all details and/or information that come to its attention either directly or indirectly in the course of performing the Order/Agreement and shall not disclose these to third parties without Shin-Etsu's written consent.
- 12.4 In the event that specifications, drawings or other documents are drawn up or projects are completed by the Supplier in the course of the performance of an agreement, the relevant (intellectual) property shall be transferred to Shin-Etsu now for then. The Supplier hereby undertakes to perform any (supplementary) delivery activities at the first request by Shin-Etsu.

13. Warranty period

- 13.1 If within a period of 12 months after putting into use or after a period of 18 months after delivery or completion (whichever period is the shortest), the delivery or the performed services turns out not to comply with the provisions in Article 10 of these General Purchasing Conditions, the Supplier shall for its own account upon initial notification by and at the choice of Shin-Etsu replace, repair or re-perform the delivery within a reasonable period as specified by Shin-Etsu, without prejudice to Shin-Etsu's other rights under these General Purchasing Conditions or at law.
- 13.2 If the Supplier continues not to discharge its warranty commitments, Shin-Etsu shall have the right, at the Supplier's expense, to proceed to the replacement or repair of the goods or the (total or partial) repeat of the order, with or without the aid of third parties. Shin-Etsu shall as far as possible advise the Supplier if use is made of this right. A warranty as described in this article and in article 10 shall also apply to replaced, repaired or re-performed elements of a delivery.

14. Publicity

14.1 Without Shin-Etsu's prior written consent the Supplier shall not make any reference to Orders or Agreements in publications or other commercial utterances and shall not use Shin-Etsu's name. The Supplier shall not be permitted to perform any advertising or undertake any other forms of publicity apart from marks of ownership at Shin-Etsu's site except with the latter's prior written consent.

15. Liability and insurance

15.1 The Supplier shall be liable for any loss incurred by Shin-Etsu as a result of non-performance, non-compliance or non-timely or inadequate compliance with the contractual obligations, in so far as this non-fulfilment can be imputed to the Supplier. The Supplier will indemnify Shin-Etsu fully for claims of third parties for damage as a result of the above-mentioned attributable shortcoming.

15.2 The Supplier shall not be liable for any damage or loss arising from normal use of the goods, erosion or corrosion or for loss or damage which - as demonstrated by the Supplier - is due to the fact that the goods were exposed to more severe circumstances than previously specified by Shin-Etsu in the Order/Agreement (implicitly or explicitly) or if the goods have been incorrectly or carelessly used or maintained by Shin-Etsu.

15.3 Any limitation or exclusion of liability shall not apply if the loss or damage in question is the result of deliberate intent, willful or gross negligence on the part of the Supplier or the latter's personnel or auxiliary persons.

15.4 The Supplier shall itself arrange for the customary as well as legally required insurance (such as that under the Motor Insurance Liability Act (WAM) or a business liability insurance policy) in order to cover its own liability and that of its personnel and auxiliary persons. Shin-Etsu may require the Supplier to demonstrate that it has discharged this obligation and that the Supplier has also paid the premiums due in good time. If and insofar as the performance of activities and services and/or the completion of a project of a material nature (which may include the delivery of materials and/or equipment) is concerned whereby the activities must be performed at a site owned or used by Shin-Etsu, the Supplier is required to take out Construction All Risks ("CAR") insurance, unless the Order/Agreement explicitly indicate that Shin-Etsu has already concluded such insurance. In case of a CAR-insurance, the Supplier shall make sure that Shin-Etsu is co-insured.

16. Work at Shin-Etsu's location

16.1 In so far as work is performed at Shin-Etsu's location, the Supplier will ensure that the HSE Outsourced work conditions are known to his employees and any third parties working for him and that they are strictly observed. Shin-Etsu will supply these HSE Outsourced work conditions to the Supplier before the start of the work. If and in so far as the performance of the Agreement/Order may cause nuisance or damage in any way at a location of Shin-Etsu, the Supplier will notify this to Shin-Etsu beforehand.

- 16.2 If an employee of the Supplier or a third party working for him is not satisfactory in Shin-Etsu's opinion, Shin-Etsu will enter into consultation on the subject with the Supplier. At Shin-Etsu's request the Supplier will replace this employee or this third party as soon as possible. This replacement will be at least equivalent in expertise, education and experience to the person or third party to be replaced and this replacement will not lead to a cost increase for Shin-Etsu. Shin-Etsu is entitled to deny anyone access, which also comprises the power to remove anyone from the location.
- 16.3 The Supplier will report the arrival of employees and third parties working for him at a location of Shin-Etsu to the responsible officer of Shin-Etsu. The Supplier will see to it that these employees and third parties working for him have a document showing that this person works for or on behalf of the Supplier. If an employee of the Supplier or a third party working for him, who regularly visits locations of Shin-Etsu, does not work for or on behalf of the Supplier anymore for any reason whatsoever, the Supplier will report this in writing to the responsible officer of Shin-Etsu.

17. Hirer's, vicarious and principal's liability; indemnity

- 17.1 If it is a matter of sub-contracting for work or of hiring personnel temporarily the Supplier's obligations include:

- a. on request showing sufficient proof of a valid registration document with an industrial insurance board;
- b. on request submitting a good (wage) administration of all employees who have been deployed or have been lent out by him from week to week;
- c. on request allowing inspection of the payroll records of all employees deployed or lent out by him from week to week for the benefit of the work;
- d. on request showing an original statement of payment behavior for vicarious and hirer's liability of the Tax and Customs Administration, not older than three months;
- e. on request showing a model agreement for the relevant personnel that is valid or approved by the Tax and Customs Administration.

Non-observance of the obligations in this article will give Shin-Etsu the right to extrajudicially terminate the Order/Agreement and the agreements resulting therefrom with immediate effect in full or in part, by means of a written statement.

- 17.2 The Supplier must have a G Account. The Supplier will supply the following data of the G Account held by the Supplier to Shin-Etsu:

- (i) G Account number; and
- (ii) name and address of the bank where the Supplier has the G Account.

Payment of the invoices by Shin-Etsu may partly be made by payment into the Supplier's G Account. The amount that will be paid into this account will consist of:

- (i) the turnover tax included in the invoices and
- (ii) 50% of the invoice amounts excluding turnover tax and excluding the part of the invoice that refers to work performed by temporarily hired persons who work as self-employed persons, unless explicitly agreed otherwise.

Payments will be made in conformity with the conditions and requirements as laid down in the 'Uitvoeringsregeling inleners-, keten- en opdrachtgeversaansprakelijkheid 2004' (freely translated: 'Implementation Scheme for hirer's, vicarious and principal's liability 2004'). After the above-mentioned payment into the G Account Shin-Etsu will be deemed to have been discharged for this part of its obligations of payment in respect of the Supplier.

- 17.3 If the occasion arises Shin-Etsu will be entitled to transfer the part of the contract price that relates to the wage tax and social insurance contributions payable for employees of the Supplier direct to the Tax and Customs Administration and the relevant Industrial Insurance Board.
- 17.4 If Shin-Etsu is held liable for tax and contributions that have not been paid by the Supplier or contractors following him, Shin-Etsu will be able to recover from the Supplier the whole amount that has been paid by Shin-Etsu. Shin-Etsu's claim will be increased by the statutory interest on the strength of section 6:119a and 6:120 (2) of the Dutch Civil Code from the time of payment of this tax and/or contributions by Shin-Etsu.
- 17.5 The Supplier warrants that he will pay in full and in time the salary and all other considerations due to the deployed employee(s) on the strength of the contract of employment/agreement, the applicable collective bargaining agreement (CAO), the applicable legislation and regulations in the fields of minimum wages and minimum holiday allowance and also all taxes, contributions and all other comparable levies payable in connection with the contract of employment/contract for professional services. The Supplier indemnifies Shin-Etsu and will hold Shin-Etsu fully harmless against all claims of fiscal authorities with regard to taxes, contributions, fines imposed and interest, this including any consultancy and litigation costs payable with regard to the employee made available to Shin-Etsu.
- 17.6 The Supplier and Shin-Etsu will assist each other in, and supply all required information for any objection proceedings and other actions/proceedings. Each party will bear its own (advisory) costs in that connection.

18. Statutory prescriptions

- 18.1 The Supplier warrants that the goods and the service method at the time of delivery meet the provisions of coercive and any other law and or regulations that apply at that time in the country where the goods or delivery of services will be used. The Supplier will inform Shin-Etsu in time but in any case before delivery about permits that are necessary for the production, delivery and the use of the goods or the delivery of services and will render to Shin-Etsu all assistance that is necessary to obtain these permits. Shin-Etsu will be entitled to terminate the Order/Agreement in full or in part if the required permits are not obtained (in time).
- 18.2 Goods or service delivered by the Supplier will always meet prescriptions applicable at the time of delivery and all changes therein to be expected in reason. Unless something else has been agreed in the Order/Agreement goods or services already supplied to Shin-Etsu by the Supplier will be adapted by the Supplier at Shin-Etsu's request to the new prescriptions on conditions then to be agreed. The Supplier will discuss imminent relevant changes in regulations with Shin-Etsu in time.

19. Termination

- 19.1 If the Supplier fails imputably to fulfil its contractual obligations and – if an in so far the deficiency can be restored – remains in breach even after having been served written notice of default, whereby a reasonable period is granted in which to make good those obligations, Shin-Etsu shall be authorized, without legal intervention, to terminate the Order/Agreement in whole or in part or to demand full compliance with the Order/Agreement.

Shin-Etsu is also authorized to terminate the Order/Agreement in whole or in part without serving notice and without legal intervention if:

- a. The Supplier files a petition for bankruptcy or is declared bankrupt;
 - b. The Supplier applies for a suspension of payments or is granted a suspension of payments;
 - c. The Supplier (partly) liquidates its business and/or suspends its activities.
- 19.2 Insofar as Shin-Etsu terminates the Order/Agreement in its entirety, any goods already delivered by the Supplier shall be returned at the latter's expense and risk and the Supplier shall be obliged to refund Shin-Etsu for any payments(s) made. Should Shin-Etsu opt to retain some or all of the already delivered goods, Shin-Etsu shall pay a reasonable proportion of the agreed purchase price for them. Insofar as Shin-Etsu opts for compliance with the Order/Agreement, the Supplier shall be obliged to deliver the goods or, if so desired by Shin-Etsu, to replace the rejected goods for its account and risk or to make the necessary improvements to them.
- 19.3 If a replacement or an improvement has not been properly performed by the Supplier within a reasonable (to be determined by Shin-Etsu) period of time, or if, with a view to the safety and continuity of production at Shin-Etsu, the Supplier does not have sufficient opportunity to make improvements, as well as in the case of ongoing delay in compliance with the Order/Agreement after Shin-Etsu has served notice of default, Shin-Etsu shall be authorized to effect the replacement or improvement or compliance for the account of the Supplier in any other way, without prejudice to the warranties that the Supplier has been required to provide. Supplier shall further forthwith enable Shin-Etsu or third parties designated by Shin-Etsu to take over the delivery of goods or services or, if Shin-Etsu so desires, assign to Shin-Etsu or to third parties designated by Shin-Etsu, all rights and obligations pertaining the delivery of goods or services to which Supplier has committed itself to subcontractors, without prejudice to the warranties that the Supplier has been required to provide.
- 20. Non-attributable shortcoming (force majeure)**
- 20.1 In the event of temporary force majeure on the part of the Supplier Shin-Etsu has the choice of either suspending compliance by the Supplier with the obligations under the Order/Agreement for the term of such force majeure or to terminate the Order/Agreement without legal intervention.
- 20.2 If the situation of force majeure lasts for three or more months or as soon as it is clear that it will last for more than three months, both Parties are authorized to terminate the Order/Agreement without legal intervention. The party terminating the Order/Agreement on account of force majeure is not obliged to reimburse the other party for any loss. The Supplier shall in any event (non-exhaustive enumeration) be required to bear the expense of any strike, lockout, work-to-rule, illness, import/export/transport prohibition, transport problems, non-compliance by suppliers with their obligations and breakdowns in production at the Supplier.

21. GDPR and personal data

21.1 As a result of the performance of the rights and obligations under the relevant Order/Agreement, the Supplier may come into possession of personal data of (employees of) Shin-Etsu. The Supplier shall be entitled to process such data within the European Economic Area (EEA) to the extent necessary for the performance of the Order/Agreement and to the extent permitted or required under the laws and regulations in the field of personal data, including the General Data Protection Regulation (GDPR) and any national GDPR implementation legislation. The Supplier is expressly not permitted to store, process, sell, use or disclose such data for any other purpose and in any other way, unless otherwise agreed in writing. Simultaneously with such written agreement, a so-called "processing agreement" shall be signed, which shall be an integral part of the Order/Agreement.

22. Business Guidelines

22.1 By entering into the Agreement or by accepting the Order, the Supplier endorses Shin-Etsu's values and guidelines as published on our website [Shin-Etsu Business Guidelines version January 2024.pdf \(shinetsu.nl\)](#) with immediate effect. In general, the Supplier declares that it will comply with national and local laws and regulations at all times and always strives to voluntarily incorporate internationally recognized standards on corporate social responsibility into its (business) practices and internal policies, such as compliance with statements of principles endorsed or supported by the Supplier. These statements of principles may cover issues such as labor, environment, human rights, community relations and anti-corruption.

23. Applicable law, disputes

23.1 The Order/Agreement between Shin-Etsu and Supplier are governed by Dutch law, with the exclusion of the Vienna Convention on Treaties (CISG). Any disputes arising from the relevant Order/Agreement that cannot be settled amicably by the Parties shall be submitted to the district court in Rotterdam, the Netherlands..

24. Miscellaneous provisions

24.1 The version of these General Purchasing Conditions drawn up in Dutch shall only be authentic and shall prevail over any translations thereof.

24.2 Where this agreement refers to 'written' is also understood 'by e-mail'.

24.3 If and insofar as it is not possible for a particular provision in these General Purchasing Conditions to be invoked on the grounds of reasonableness and fairness or on account of its unreasonably encumbering nature, the content and purport of that provision shall be given the most closely corresponding meaning so that the provision can then be invoked. The other provisions shall remain unaffected