1. INTERPRETATION "business day" means any day except a Sunday, a Saturday, or a UK or public bank holiday; "contract" means any contract for the sale of goods, incorporating these conditions; "goods" means the goods agreed in the contract to be sold; "UK" means Scotland, England, Wales, Northern Ireland, the Channel Islands and the Isle of Man; "overseas" means countries other than the UK; "we," "us" and "our" mean or refer to JOHNSON MATTHEY PLC: "you" and "your" mean or refer to the customer who buys the goods from us. Each provision of these conditions is to be constructed as a separate provision and surviving even if one or other of them is held void or unenforceable.

2. ACCEPTANCE AND VARIATION 2.1 We will be entitled to enter into a forward sale or purchasing contract on your behalf (for the purposes of these conditions 5, a "Transaction"), you authorise us to purchase or order or refer to JOHNSON MATTHEY PLC: "you" and "your" mean or refer to the customer who buys the goods from us. Each provision of these conditions is to be constructed as a separate provision and surviving even if one or other of them is held void or unenforceable.

3. AVAILABILITY 3.1 Where goods are to be supplied from stock, we will use all reasonable efforts to supply you with the goods as soon as practicable, but there is no undertaking to do so. 3.2 Where goods are to be manufactured or imported specifically for you, we will use all reasonable efforts to supply you with the goods as soon as practicable, but there is no undertaking to do so. 3.3 We will not be responsible for any delay in delivery if due to circumstances beyond our control.

4. ACCEPTANCE AND VARIATION 4.1 We will not be liable to you if we are prevented from fulfilling our obligations for any reason beyond our control, including but not limited to any act or omission of you, your contractors, or any third party. 4.2 You agree that your order is subject to these conditions and that we are not bound to accept any order by you and you agree that we are not under any responsibility to you to check or request verification from such third party as to its proper identity as agent for you. You hereby indemnify us from any costs, expenses, losses or damage whatsoever incurred in any manner and directly or as a result of your contract by us of your goods or services, documents received by us other than from you or any third party acting as agent for you purporting to add to your original order shall not be allowed by us unless such schedule or schedules contains a firm and binding commitment for product deliveries.

5. GENERAL LIEN 5.1 If you instruct us to enter into a forward sale or purchasing contract on your behalf (for the purposes of these conditions 5, a "Transaction"), you authorise us to purchase or order or refer to JOHNSON MATTHEY PLC: "you" and "your" mean or refer to the customer who buys the goods from us. Each provision of these conditions is to be constructed as a separate provision and surviving even if one or other of them is held void or unenforceable.

6. DAMAGES IN TRANSIT AND NON RECEIPT 6.1 Where in transit or non-delivery is claimed, you must notify us in writing within 7 days of delivery of the goods in question and we will use all reasonable effort to make good or replace the goods at our expense. Goods returned to us must be sent freight prepaid. For goods returned because of damage in transit or non-delivery, you will be entitled to claim from the carrier or insurers for the full purchase price of the goods involved. 6.2 We will be entitled to retain the goods unless you indemnify us against all actions, losses, damages, cost, expenses or liabilities whatsoever incurred in connection in any manner and directly or as a result of your contract by us of your goods or services, documents received by us other than from you or any third party acting as agent for you purporting to add to your original order shall not be allowed by us unless such schedule or schedules contains a firm and binding commitment for product deliveries.

7. PAYING, DELIVERY AND PAYMENT 7.1 For UK delivery orders, containers charged for will be credited in full if returned carriage paid in good condition within 21 days after the invoice date and the return duly advised. A packing charge will be charged at the rate of £10 per metric tonne or part thereof. For all overseas delivery orders a packing charge will be charged at the rate of £10 per metric tonne or part thereof. All goods are supplied ex works, unless in writing and signed by us. We reserve the right to treat any confirmation order not marked in this way as a confirmation order.

8. RISK In the goods will pass to you on delivery. Trade terms (such as CIF and FOB) will be interpreted according to Incoterms 2010 as amended from time to time. 8.1 Risk in the goods will pass to you on delivery. If you have not accepted delivery within 14 days of your invoice date, we will invoice you for the goods and the goods and any risks or losses or damage thereafter will pass to you. 8.2 If we deliver the goods to you prematurely, you will be entitled to cancel the contract by written notice and to suspend deliveries without prejudice to any other rights. 8.3 In determining your credit limit the aggregate invoice value of all invoices issued by us or any other JOHNSON Matthey group company which are outstanding, excluding unpaid accounts, will be taken into account.

9. INDEBTEDNESS 9.1 Notwithstanding delivery of the goods and the passing of risk, until we receive full payment for all goods delivered to you, you will (a) hold the goods as our legal and equitable owner, (b) keep the goods separate from your other goods and (c) not supply the goods unless they are no longer than 3 calendar months unless we agree in writing.

10. WAYBILL 10.1 We or our nominees will be entitled to retain possession of the goods until full payment for them is made. You will be entitled to take delivery of the goods if you pay in full within 14 days of the invoice date. 10.2 If you do not pay in full within 14 days, the goods will remain our property as we think fit and to apply any proceeds received towards the debts.

11. INTELLECTUAL PROPERTY RIGHTS 11.1 All drawings, plans, specifications, technical or commercial knowledge, inventions, processes, initiatives, or any information concerning our business, its products or services, or any other documents prepared by us and which you may obtain from us, are all deemed to be confidential information ("Confidential Information") and proprietary to us and such Confidential Information shall remain our property and shall be deemed to have been imparted by us in trust to you for your sole use. The copyright in such Confidential Information vests with us. You shall keep in strict confidence and not, by failure to exercise due care or otherwise by any act or omission, disclose or permit the disclosure of any part of the Confidential Information to any third party. 11.2 You shall not commit an offence of cheating the public revenue or an offence consisting in a method of disguise or fraud for the purpose of obtaining a pecuniary advantage for himself of another person. If you are or become a director of a company, you shall not commit or join in committing, and shall use all reasonable endeavors to prevent any of your fellow directors from committing, any breach of this condition.

12. DOCUMENTATION 12.1 No documents other than the contract and invoice will be provided. 12.2 All documents other than the contract and invoice will be provided. 12.3 We will not be responsible for any delay in delivery if due to circumstances beyond our control.

13. SUITABILITY AND FITNESS 13.1 We make no representation that the goods will be suitable for any particular purpose for which you intend to use them. 13.2 We are not responsible for the suitability or fitness of the goods for any specific purpose.

14. FREE ISSUE MATERIALS 14.1 Where you supply us with metal, materials, or parts of material, we will make no further use of the goods and will not attempt to alter or repair the goods notwithstanding your general duty to mitigate damages. 14.2 Should you order, purchase or otherwise obtain goods from us, these goods will remain our property as we think fit and to apply any proceeds received towards the debts.

15. INTELLECTUAL PROPERTY RIGHTS 15.1 We make no representation that the goods will be suitable for any particular purpose for which you intend to use them. 15.2 We are not responsible for the suitability or fitness of the goods for any specific purpose.

16. CONFIRMATION ORDERS To avoid orders being duplicated, all orders that are merely confirmations of orders previously placed must clearly indicate that fact, for example, by being prominently stamped "Confirmation Order. Do not order duplicate" or similar words or figure.

17. SEPARATE DELIVERIES A breach affecting any one delivery will not affect any other but while payment for any delivery is overdue, we will not be liable to make any further delivery.

18. INTENTIONALLY LEFT BLANK

19. CONDUCT OF BUSINESS 19.1 All orders are subject to these conditions, unless and until varied in writing and signed by us, without prejudice to any other right or remedy we may have against you. 19.2 All disputes shall be submitted to the jurisdiction of the Courts of England.

20. SEPA DELIVERY 20.1 We do not accept any liability for your failure to carry out statutory and contractual obligations. 20.2 If you fail to comply with any of your statutory or contractual obligations, you will indemnify us against all actions, losses, damages, costs, fees or other liabilities arising from any claims against us for infringement of your rights and your breach of your obligations to JOHNSON Matthey and any other方 (or their or JOHNSON Matthey's or your or the other party's other) contractual rights.

21. INTENTIONALLY LEFT BLANK

22. INTENTIONALLY LEFT BLANK

23. INTENTIONALLY LEFT BLANK

24. CONFIDENTIALITY All information or knowledge which we or JOHNSON Matthey group or any of our respective directors or officers have that we or they have learned confidentially ("Confidential Information") and that any of such information is of a confidential nature ("Confidential Information") and proprietary to us and such Confidential Information shall remain our property and shall be deemed to have been imparted by us in trust to you for your sole use. The copyright in such Confidential Information vests with us. You shall keep in strict confidence and not, by failure to exercise due care or otherwise by any act or omission, disclose or permit the disclosure of any part of the Confidential Information to any third party. 24.2 If you, or any of your employees, agents or sub-contractors, provide or disclose, or cause to be provided or disclosed, any Confidential Information to such of your employees, agents or sub-contractors on a need to know basis, you will ensure that such employees, agents or sub-contractors are under a corresponding obligation of confidentiality to us and such employee or agent or sub-contractor will be deemed bound by this clause.

25. SEVERANCE If any provision or part provision herein 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 or deletion of a provision or part provision under this condition shall not affect the validity and enforceability of the rest of these conditions.

26. LAW The contracts shall be governed by English law and we and you submit to the exclusive jurisdiction of the English Courts, however nothing in these conditions shall prevent a party from applying to any court of competent jurisdiction for interim or preliminary relief.

27. WAIVER By us of breach of any condition shall not prevent the subsequent enforcement of that condition or be deemed to be a waiver of any subsequent breach of that or any other condition.

28. NOTICES Notices may be sent by first-class post to the parties' registered offices and shall be deemed served either 48 hours after posting (UK) or 5 days after posting (overseas).

29. THIRD PARTY RIGHTS The Contracts (Rights of Third Parties) Act 1999 shall not apply to these conditions.