

**GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SALE AND DELIVERY OF GOODS
BY CYTEC AUSTRALIA HOLDINGS PTY LTD (HEREAFTER: SELLER)**

1. **SELLER, We**, and similar expressions, refer to Cytec Australia Holdings Pty Limited (ABN 45 081 148 629). **BUYER, You**, and similar expressions, refer to the entity or person placing an order with us regarding our supply of goods (**Goods**) or to whom we supply.
2. **Our conditions always apply.** These trading conditions apply if we accept any order from you (whether for cash, or on credit) or supply to you. An accepted order is non-cancellable except in condition 16.
3. **Not obliged to accept orders.** Unless we otherwise confirm, we are not obliged to accept any orders from you. No tender or quotation by us obliges us to accept any order from you. If you do place an order with us, then these trading conditions become binding on you and us from the moment that we receive and accept the order. The time of our acceptance shall be the time we actually accept, and may occur before your receipt of the corresponding notice.
4. **Our conditions overrule any other form.** Unless we agree otherwise, these trading conditions prevail even if they are inconsistent with anything in any earlier or later order form or similar document provided by you.
5. **Time for payment.** Payment for any Goods supplied is due on delivery or, if credit terms are offered, within thirty (30) days after the date of the relevant invoice for the supply of Goods. You shall pay all amounts without set-off or other reduction. Further, we may require you to pay part or all of the price in advance and as a condition of us arranging to commence delivery.
6. **Withdrawal of future credit.** We may, in our sole discretion, extend credit to you. If in a particular case we give you credit we still have the right at any time and for any reason in our sole discretion to refuse to supply any Goods or services to you whether or not on credit terms. If we do decline to give you further credit then that decision does not affect the credit terms which apply to any amounts you then owe to us. Except as otherwise agreed in writing our credit terms are as specified above.
7. **Defaults.** If any amount you owe to us is not paid within seven (7) days of the due date then all of the monies that you owe us on any account become immediately due and payable. In that case, and also if at any time you default under any other agreement that we have with you, without limiting our other rights we may suspend the supply of any Goods or services and defer or cancel any outstanding orders. Also, you shall pay interest on any overdue amount, calculated on daily balances commencing from the due date for payment, at the rate of one percent (1%) per month. If any payment is overdue or any cheque is dishonoured or has to be re-presented, you shall also pay or reimburse us for any reasonable cost or expense we incur as a consequence or in seeking to recover payment. Recoverable costs and expenses include but are not limited to – dishonour fees; re-presentation fees; fees and commission charged by debt recovery agents; and legal fees on a solicitor / own client basis.
8. **Prices and price variations.** Upon giving you prior notification, we may increase any agreed sale price after we accept an order, to cover the full amount of any increase in shipping or delivery costs or in GST or other tax or duty such as customs duty, sales taxes, consumption taxes and stamp duty which we incur in connection with the transaction after the date of your order. Subject to our prior discussion and confirmation with you, we may invoice you for a service fee at an agreed rate for any order where the total amount to be invoiced for the order net of GST is less than \$250.
9. **Exchange rate variations.** Unless otherwise agreed in writing, we may increase the price based on our reasonable estimate of the increase in our costs in relation to an order due to a drop since the date of the order in the value of the Australian dollar in any other relevant currency, when we pay for the imported component (based on our bank's rates). A certificate signed by one of our directors or managers showing the basis for the calculation of the appropriate price increase, is prima facie conclusive.
10. **Delivery.** Unless otherwise agreed, prices include our standard packaging and delivery by means of Carriage Paid To (CPT) as referred to in the INCOTERMS 2010 with freight paid for the carriage of the Goods to the carrier or other person nominated by us at the named place of destination or point, or by means of Free Carrier (FCA) as referred to in the INCOTERMS 2010 with freight paid for the carriage of the Goods into the charge of the carrier nominated by you at the named place or point. Should you require alternative packaging and/or delivery arrangements, we may, at our discretion, accommodate such alternative requirements without further charges, or to invoice you the cost for alternative packaging and/or delivery arrangements upon agreement. We may dispatch an order in one or more instalments. In that case you shall pay separately for each instalment and each instalment makes a separate contract. Non-delivery of one instalment does not affect the contract for any other instalment that is delivered or is to be delivered. If part of an order is not collected or accepted by you for any reason we may place the Goods in storage, including at or on our premises or elsewhere as we choose. You shall pay us for storing any Goods not collected or accepted including any expenses and in any case not less than the commercial value of the storage space occupied by the Goods. You take all of the risk associated with the Goods in all respects from the time of delivery or, if we store Goods that are ready for delivery then from the time that we notify you that the Goods are held in storage. For sales of Goods which are related to our Aerospace and Industrial Materials businesses, our shipment of quantity ordered plus or minus ten percent (10%) shall be deemed compliant with the order and you shall be obliged to pay for the actual quantity shipped.
11. **Loading.** You shall ensure that all arrangements are in place, including in relation to compliance with all legal requirements and best practices for the handling of the particular products, for filling or loading when you are due to take delivery, so that we can complete delivery when scheduled, safely and without delay. If you do not comply then in our discretion we may delay delivery or arrange any step reasonably required, or both, at your expense including paying for the time of our staff at commercial rates.
12. **Cytec Gear.** This applies to any returnable containers or other equipment that we put at your disposal (**Cytec Gear**). You shall only use Cytec Gear in conformity with our instructions and specifications. You alone carry the full risk of loss of or damage to Cytec Gear until it has been returned to us. Unless otherwise agreed by us, you shall return all Cytec Gear to us at our premises at your own cost, at any time that has been agreed or otherwise promptly when requested by us. All Cytec Gear remains our property. You shall pay or reimburse us for the cost of a new replacement for any item of Cytec Gear that is not duly returned to us in the original condition in which you received them, fair wear and tear excepted.
13. **Our warranty.** We shall repair or at our option, make a replacement available to you for any Goods supplied by us if you duly give us notice in writing within fourteen (14) days of detection of the defect and no later than twelve (12) months after delivery, where the Goods do not conform in a material respect with our relevant specification current at the time of your order. The notice shall state the warranty under which you are claiming and set out the facts that you consider have led to a breach of the warranty. You shall bear the costs of making the claim. In that case, our obligation is limited (in our discretion) to rectifying the defect, providing replacement Goods, or making a full refund (or issuing a full credit, as appropriate), and the remedy chosen by us is your sole remedy under this warranty. This warranty does not apply to you if such defects have been caused by reasons attributable to you, including, without limitation, where you have not strictly followed any reasonable direction we give for transportation, storage or use of the Goods or apply the Goods for any use that we did not reasonably expect. Unless we agree otherwise, any cost incurred by you in substituting such defective product (including investigation and location of the defective product and costs of any kind incurred in carrying out the substitution), are to be borne by you. This warranty is not a representation.
14. **Statutory notice: consumer transactions.** The following only applies if you are a deemed "Consumer" under the *Australian Consumer Law* and may not apply in your particular case. In telling you the following, we do not vary or extend the remedies otherwise available to you.

Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.

The name, business address, telephone number and email address of the person giving this warranty are: Cytec Australia Holdings Pty Limited, Level 1, 21 Solent Circuit, Baulkham Hills NSW 2153, 02 9846 6200.

15. **Shortages and pre-delivery damage.** We will not recognise any claim for a shortage in a delivery or for any item being delivered in a visibly defective or damaged state if the claim is not made within fourteen (14) days of delivery. When you sign any delivery or consignment note or similar document on receipt of a delivery, that is conclusive evidence that you received the delivery without any shortage of weight or quantity or damage that would have been visible on taking delivery without unpacking the Goods or any other immediately noticeable defect. Where we recognise a claim under this condition, in our absolute discretion we may choose (in full satisfaction of all of our obligations) to arrange additional delivery or to credit or make a refund to you for the quantity not delivered. You carry all risk of Goods in transit where you arrange for carriage.
16. **Limits on cancellation.** To the extent permitted by law, you do not have the automatic right to cancel an order or to return any Goods for credit. This provision does not limit our warranty or the provisions of condition 21. We will not agree to vary from that position in the case of Goods that are non-stock or specifically produced to order, or for a single item where the invoiced price was less than \$1,500, or more than thirty (30) days after delivery. However, in other cases we deem special, we may on your request agree to you cancelling an order for, or the return of, Goods. In that case we, may in our discretion, require you to pay a cancellation / re-stocking fee of twenty percent (20%) of the gross amount invoiced or that would be invoiced. We will only give you credit for Goods that are returned promptly in original condition, packaging and configuration. If you cancel or purport to cancel an order before delivery without our written agreement then the damages that you have to pay to us may equal the agreed price but without limitation will include the following: for stock items, an overhead, administration and re-stocking fee of twenty-five percent (25%) of the price; for non-stock items – a cancellation/compensation fee of one hundred percent (100%) of the price. You acknowledge that those respective fees are genuine and reasonable pre-estimates of our damages due to cancellation, re-stocking and re-sale, as a minimum in addition to any loss of value of the items concerned.
17. **Full liability for injury and death.** We do not seek to exclude our legal liability (if any) for any loss of life or personal injury which is caused by our negligence. However, even where we are liable for death or personal injury we are not liable for any associated Remote Loss (as defined in condition 24). Also, we are not liable to the extent that something was caused or contributed to by your negligence or by the negligence of any of your contractors or agents or of any third party.
18. **Sale by specification.** We offer our products by specification. The relevant specification for a particular product is our specification for that product current at the time of your order subject only to any specific variation we may have agreed in writing with you for a particular order. You decide what purpose to use or re-supply them for and you alone are responsible for determining your technical requirements. Also you alone are responsible for determining whether any product we supply is fit and suitable for your purpose. Any performance figures we provide are approximations and only for general guidance: a particular performance figure, even after allowing an approximation tolerance, may not be obtainable continuously or in all circumstances. Dimensions and specifications are all subject to tolerances and are also subject to variations between similar items. We are not supplying any service or advice of any nature. This condition 18 applies despite any comment or representation made or implied by us, any of our agents or a third party unless made in writing and signed by one of our directors. If we make any representation, comment or suggestion, it is solely your responsibility to independently check and assess the representation, comment or suggestion and your own circumstances and to decide how you wish to proceed.
19. **Unexpected delay.** This condition applies if something happens which is beyond our reasonable control that makes it impossible, more difficult or more expensive for us to perform any of our obligations in our usual way. In those cases we may wait until it is again possible for us to perform our obligations in our usual way without additional difficulty or expense, and we are not liable for any delay which results. Without limiting the foregoing general words, this condition applies where we have problems performing our obligations due to accidents, strikes, work-to-rule, transport difficulties or stock, energy or input shortages or the unavailability of or restrictions in any third party services that we require. If the delay exceeds four weeks then you or we may by notice rescind (with effect from the time of the original order) any part or all of the unfilled order.
20. **Estimated delivery times.** Unless otherwise agreed specifically, delivery times period are estimates only and we are not liable for delays in delivery. You shall promptly provide any data or detail that is reasonably required for us to commence manufacture or delivery. Without limiting your obligation, if you delay then the time or period for delivery is extended accordingly.
21. **No other representations.** You have not relied on any representation made or implied by us or arising out of or implied by our conduct, nor upon any description, illustration or specification contained in any document produced by us, including any catalogue or publicity material, unless made in writing for the purposes of this transaction and signed by one of our directors. Nor have you relied on our skill and judgment in deciding whether, or what kind of Goods, to purchase from us or how or when to use them. To the extent that we have made or implied, or by conduct given rise to or implied, any representation that is not expressly stated in these conditions, you are not proceeding in reliance on the representation because you have had and taken the opportunity to independently check and form your own view about the significance, and the accuracy or otherwise, of the representation. Without limitation, you acknowledge that you are not relying on being able to make any claim against us, for any representation made or conduct occurring before, under or in connection with any order, beyond the claims that can be made, and the limits applying, as provided in these trading conditions.
22. **Exclusion of implied conditions.** All conditions, terms and warranties that are or might otherwise be implied by law, practice, trade usage or international convention, are excluded to the fullest extent permitted by law.
23. **Australian Consumer Law.** Parts of the *Australian Consumer Law* and other statutes in some cases either cannot be excluded, restricted or modified; or can only be restricted or modified to a limited extent. If any provisions of those types do apply, then to the extent permitted by law our liability under those provisions is limited as follows: Our liability is limited to our option – in the case of Goods, to replacement of the Goods or the supply of equivalent Goods; or repair of the Goods; or payment of the cost of replacing the Goods or of acquiring equivalent Goods; or payment of the cost of having the Goods repaired; and in the case of services, to supplying the services again or the payment of the cost of having the services supplied again.
24. **Limitation of liability.** Except as stated above, we, our directors, officers, employees and contractors are not liable for, and you do not rely on being able to make any Claim against us, our directors, officers, employees or our contractors for any damage or loss or Remote Loss in connection with this agreement or the supply or non-supply of the Goods to you or in relation to any representation or conduct before, under or in connection with any supply or order, and whether or not the possibility or potential extent was known or foreseeable and whether or not the act or conduct was authorised or required. Otherwise, our aggregate liability to you in respect of any Claim, damage or loss in connection with this agreement that is not excluded in this condition 24 is limited to the price paid by you to us in respect of the Goods giving rise to the liability. You may not make any claim for a remedy under the *Australian Consumer Law* (including but not limited to any claim under either section 236 for damages or 237 for remedial orders) or any other Claim against us, in connection with the Goods, or this agreement, more than twelve (12) months after the earlier of the due date for delivery of the Goods and the actual date of delivery. **Claim** means any claim for any type of remedy whether at common law or equity or in connection with any statutory obligation or liability (to the fullest extent the statutory obligation or liability is excludable or able to be limited or made subject to a time bar) and whatever the cause or basis of action including in contract; under or in connection with an indemnity; for repudiation, fundamental breach, rescission or termination; in quasi-contract; or for quantum meruit; or for any restitutionary remedy; or for any tort including but not

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limited to negligence; or for breach of fiduciary or statutory duty. **Remote Damage** means any special, indirect, incidental or consequential loss, cost or damage; exemplary or punitive damages; loss of or failure to achieve (whether or not in connection with this agreement), any particular, benefit, saving, production, profit or revenue or other result; loss of use of any facility, item or equipment; increased or wasted work, cost or expense; delay or lost time; loss of or damage to goodwill or trade; loss of this or any other agreement; increased operating cost; wasted or increased financing cost including in connection with this or any other agreement; loss of or damage to any data or record; loss of or unavailability of or damage to any tangible or intangible property; consequence of delay; loss of chance or opportunity; loss or liability in connection with any property of a third party; loss or cost or expense associated with identification, investigation, assessment, repair, replacement or servicing; any claim made against you by another; demurrage or dead freight; anything to the extent increased in scope or amount due to a change of tax; any other economic loss or damage; and any loss or damage that might have been in contemplation because of special circumstances, whether or not communicated.

25. **Variations in specifications.** We reserve the right to vary the specifications or performance criteria of any product from time to time and to obtain products or inputs from different sources, at our absolute discretion. We may do that without prior notification provided we have reasonable grounds for believing that the alternative product offered is substantially similar to that previously offered or represents an improvement.

26. **Certificates.** You agree to be bound by any certificate signed by any of our directors or lawyers which shows any relevant date for the purposes of any calculation, or any amount or calculation relevant to what you owe us. The only exception is where you can prove the certificate is wrong.

27. **Governing Law.** Our agreement with you is governed by and is to be interpreted according to the laws in force in NSW and you submit to the non-exclusive jurisdiction of the courts operating in NSW.

28. **Security interests and ownership passing on payment.**

A. Security. The following provisions apply to secure the payment, on the due date or dates for payment, of amounts that you owe to us and to secure your further obligations. **B. Essential obligations.** Your payment and performance obligations are essential conditions. If you breach any of those conditions then at our election all amounts that you owe to us become payable in full and immediately. **C. Retention of ownership.** Until you have paid the full price (including any associated charges), for all Goods, we remain the owner of the Goods. If you default in paying any part of the price or fee, or associated charges, in connection with an order or supply or if you breach any of these conditions then we may re-take possession of all Goods. That also applies if we hold some negotiable instrument or security for the amount unpaid. Until you become the owner of any Goods, we may enter into any premises or vehicle for purposes of re-taking possession of the Goods if we have reasonable grounds to expect that we may find any part of the Goods there. **D. Treatment of the Goods.** Until you become the owner of particular Goods, you shall store those Goods separately from all other goods and in such a way as to allow the particular Goods to be identified and to allow them to be identified as ours and keep them fully insured against all usual risks of damage or loss at your expense. You shall not do anything that makes any of the Goods a fixture to any land. These provisions apply whether or not we have agreed to extend you credit in relation to the supply of the Goods. **E. Security interest.** In relation to the *Personal Properties Securities Act 2009* (the PPSA), the following further provisions apply to the extent if any that our interests are regulated security interests. Terms used here that are defined in the PPSA have the same meaning as in the PPSA where the context permits. You acknowledge and agree that in each case we have a purchase money security interest attaching to the particular Goods covered by an order to secure the payment by you to us of the purchase price and any applicable credit charges and interest payable. By taking delivery of Goods from us, you agree that a security agreement covers the Goods as set out in these provisions. **F. Protection of security interest.** You shall, if requested by us, effect (including by registration) a continuing security interest in our favour in any Goods that you dispose of on credit terms, to better protect our security interests. For these purposes, "registration" includes responding to any amendment demand and preparing and filing any financing change statement. **G. Purchase price security.** Even if separately described, calculated or specified, any amount (each, a **purchase price component**) due to us in connection with the supply of the Goods is part of the purchase price for these purposes. That includes but is not limited to amounts that may be otherwise described, calculated or specified as storage fees, packaging or delivery charges and costs associated with supply or delivery. Any purchase price component is only separately described, calculated or specified as a convenient way of determining the full purchase price. **H. Application of payments.** We may apply any payment from you or on your behalf, to any debt or liability on any account, as we choose in our own interest. That applies irrespective of whether you, or the person making the payment, directs how the payment is to be applied. Without limiting those general words, we may apply a particular payment to or towards a payment or obligation that you owe to us that is not secured by any security interest or to or towards payment for a particular item or particular items rather than to another item or other items. **I. Perfection.** We may do anything we choose to perfect any of our security interests. You shall act immediately when requested by us to do such acts and provide such information as we reasonably consider necessary or desirable to enable us to perfect any security interest created or provided by these provisions in the Goods, or any proceeds, with first priority. **J. Inapplicable provisions.** The following provisions of the PPSA do not apply – section 95 (notice of removal of accession, to the extent that it otherwise requires us to give a notice to you), section 130 (notice of disposal, to the extent that it otherwise requires us to give a notice to you), section 132(3)(d) (statement of account), section 132(4) (statement of account if no disposal), section 135(1)(a) (notice of retention, to the extent that it otherwise requires us to give notice to you), and section 143 (reinstatement). You waive your right under section 157 PPSA to receive a notice in relation to any registration event. **K. Enforcement.** We reserve all our rights and powers in relation to any security interest that are in addition to any right or power conferred under the PPSA. We may choose between our various rights and powers, including for enforcement of any security interest, as we see fit and without limiting our other rights and powers. **L. General.** You warrant to us as an essential condition that you are not acquiring the Goods for use (nor will you use them), predominantly for any personal, domestic or household purpose. You acknowledge that accordingly all of the collateral under each security interest, is commercial property. The collateral to which the security interest attaches in each case is the items comprising the Goods, which are items belonging to the "other goods" class of collateral or otherwise to the corresponding class or classes of collateral we identify. The collateral to which the security interest attaches in each case includes but is not limited to any particular item of the Goods that is or may be held by you as inventory; and also includes any proceeds of that collateral which proceeds you agree may be described in any relevant financing statement as "all present and after-acquired property". **M. Cytec Gear (PPS leases).** To the extent that our interest in any Cytec Gear is a security interest, the provisions of this condition 28 applies to that security interest (with the minimum necessary changes).

29. **Notices.** All notices you and we give each other shall be in writing and signed. A notice from us may be signed by any of our managers, officers, directors or lawyers. Notices shall be given at the address shown on the order form or a changed address of which due notice has been given. Notices are deemed given on the day of delivery if delivered between 9am and 5pm on a day in which banks are open in Sydney that is not a Saturday, Sunday or public holiday, or on the next such day following delivery if delivered at some other time, or two days after posting if given by prepaid post. Notices shall not be given by facsimile.

30. **Trade Marks and IP Rights.** You may refer to Goods acquired from us by their associated names, including associated trademarks and logos, but you shall make sure that any reference is not misleading, nor prejudicial in any way to us or our intellectual property rights. You may not remove or alter any serial numbers, trademarks or other markings or get-up, nor may you re-brand or co-brand or co-logo any Goods provided by us. You do not acquire any right to any of our intellectual property. You shall not incorporate any of our trademarks or trade dress into your trademarks or trade dress, company names, Internet addresses, domain names, or any other designations.

31. **Publicity.** We may use your name, for the sole purpose of identifying you as our customer, in promotional materials, including press releases, presentations and customer references regarding the sale of any goods. You agree to give us that permission free of charge for worldwide use in any medium. However, we shall obtain your prior approval for publicity that contains any quote or endorsement attributed to you.

32. **Assignment and Subcontractors.** You may not without our prior written agreement, assign any part or the whole of any right or benefit of any contract we have with you. We may choose to use one or more subcontractors to fulfil our obligations under any contract we have with you. We may, by written notice to you, assign any part or the whole or any right or benefit of any contract we have with you to (i) any of our affiliates or (ii) to a third party purchaser in the event of a sale of our business or substantially all of the assets of our business which relates to the Goods.

33. **IP Infringement.** If there is any allegation or apprehension that any goods we have supplied to you infringe the rights of others, you agree to notify us and give us a reasonable period of time to modify, alter or substitute the alleged infringing item or items, before taking further action. This provision is in addition to our other rights.

34. **Acceptance and variation.** We may accept an order by supplying against the order or by written acceptance (even if not communicated). No other form of acceptance binds us. No variation is binding unless in writing signed by one of our authorised officers.

35. **Resellers, distributors and exporters.** In the event that you intend to export, distribute or resell any portion of the Goods, you hereby undertake that: **A. Relationship.** You are and shall act as an independent exporter, distributor or reseller and shall purchase Goods from us for your own account. You shall bear your own costs and expenses in performing under these trading conditions and shall not receive any commission or other remuneration from us. You shall be responsible for any losses arising from the inability or failure of your customers to pay. You shall not have the power to act, and shall not hold yourself out, as our agent or representative or as our affiliate, and shall not conclude contracts, enter into obligations or make representations on behalf of or for our account or of any of our affiliates, or bind or attempt to bind us or any of our affiliates in any way whatsoever without our prior written consent signed by our authorized representative. **B. Packaging and labeling.** You shall not repack or remove any of our labels from any Goods, but shall resell them only in the container in which they were originally packaged by us, unless repackaging has been authorized by our prior written approval. You shall not, at any time, sell, promote or advertise any of the Goods for any use or purpose other than such uses or purposes as are disclosed on the labels of Goods or in specifications published by us. **C. Export Control.** Any and all obligations of ours to provide the Goods, as well as any technical data, shall be subject in all respects to such laws and regulations as will from time to time govern the export, license or delivery of technology and products. You represent and warrant that you will not export or re-export the Goods or technical data related thereto except in conformity with all applicable laws and regulations including those of the country of export and those of the country of origin of the Goods. You agree that, unless prior written authorization is obtained from relevant authorities explicitly permitting the export, re-export, and/or transshipment of the Goods or technical data disclosed or provided to you, you shall not export, re-export, or transship, directly or indirectly, the Goods or technical data, to any embargoed country. **D. Prohibited customers.** You further agree not to resell Goods to any organization, public or private, which engages in the research or production of military devices, armaments, or any instruments of warfare, including biological, chemical and nuclear warfare without first obtaining permission in writing signed by our authorized representative. **E. Licenses and approvals.** You represent and warrant that you shall, at your expense, obtain any and all import licenses and governmental approvals that may be necessary to permit the sale by us and the purchase by you of the Goods. You shall comply with all registration requirements in all applicable jurisdictions, obtain such approvals from the banking and other governmental authorities as may be necessary to guarantee payment of all amounts due hereunder to us and comply with any and all governmental laws, regulations, and orders that may be applicable to you, including but not limited to any requirement to be registered as an independent distributor or reseller with any governmental authority, and including but not limited to any and all laws, regulations, or orders that govern or affect the ordering, export, shipment, import, sale (including government procurement), delivery, or redelivery of the Goods. You shall furnish us with such documentation as we may request to confirm your compliance with this condition and agree that you shall not engage in any course of conduct that, in our reasonable belief, would cause you to be in violation of the laws of any jurisdiction. **F. Insurance.** During the time period in which you are distributing or reselling any Goods, you agree to obtain and maintain, at a minimum, the following insurance coverage: Comprehensive General Liability affording coverage for bodily injury and broad form property damage including Independent Contractor, Completed Operations/Products and Blanket Contractual Liability of US\$ 2,000,000 per occurrence/US\$5,000,000 in the aggregate. At our request, you shall furnish evidence of such coverage.

36. **No Corrupt Practices.** In the event that you are acting as our agent, distributor or reseller, you undertake that neither you, nor any of your directors, officers, employees, or agents is an official, agent, or employee of any government or governmental agency or political party or a candidate for any political office on the date of any order you place or agreement you have with us. You should promptly notify us of any event that would or may result in an exception to the foregoing representation. You shall not, directly or indirectly, in the name of, on behalf of, or for our benefit pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give or authorize the giving of anything of value to, any official, agent or employee of any government, governmental agency or government-owned or controlled enterprise, or to any political party or candidate. You shall require each of your directors, officers, employees, and agents to comply with the provisions of this condition 37. Any breach of the provisions of this condition 37 shall entitle us to terminate any order or agreement immediately, without liability to you.

37. **Liability Limit under CISG.** Notwithstanding anything to the contrary in these conditions, where the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) is applicable hereto under relevant laws and regulations, our aggregate liability to you in respect of any Claim, damage or loss in connection with anything related to this agreement shall be limited to the price paid by you to us in respect of the Goods giving rise to the liability.