

## GENERAL CONDITIONS OF PURCHASE FOR GOODS AND/OR SERVICES

### 1. General

(i) These General Conditions apply to all purchase orders by members of Air Products group ("Buyer") for purchasing goods ("Goods") or services ("Services") from the supplier ("Seller").

(ii) The contract of which these General Conditions are a part ("Contract") has been concluded in accordance with the principles of equality, mutual benefit and consensus.

(iii) The Contract consists of these General Conditions and the purchase order to which they are attached or referred ("Purchase Order"), and any additional specifications, terms and conditions incorporated therein and attached thereto. There are no other documents which are part of the Contract.

(iv) The English version of this Contract shall prevail notwithstanding its translation in whole or in part into another language for the convenience of one or the other or both of the parties.

### 2. Delivery

Seller shall deliver the Goods to and/or render the Services at Buyer's designated point as described by Buyer in the Purchase Order.

### 3. Amendments

All amendments to the Contract shall be in writing and shall be signed by both parties. Buyer reserves the right to make changes in the Contract at any time, subject to mutually agreeable adjustments of the Contract.

### 4. Inspection

All Goods, process of and premises for making the Goods and/or rendering the Services shall be subject to inspection by Buyer. If inspections are made on Seller's premises, Seller shall furnish, without additional charge, all reasonable facilities and assistance for safe and convenient inspection. Inspection and approval by Buyer, or failure to inspect by Buyer, shall not relieve Seller of any responsibility or liability hereunder. In the event that any inspection hereunder establishes that the quality and/or process of Seller's work is unsatisfactory, Buyer shall have the right to instruct Seller to discontinue work until satisfactory corrective action is taken. Seller shall be responsible for corrective costs and shall perform corrective action to meet the agreed upon delivery schedule.

### 5. Warranty

(i) Seller warrants that the Goods and/or Services will x) conform to the specifications in the Purchase Order, y) the Goods and/or Services are free from defects in design, material or workmanship, z) the Goods and/or Services will not infringe any patent and the ownership and use of the Goods and/or Services by Buyer or Buyer's customer will not interfere with the intellectual property rights of Seller or any third party.

(ii) If within 12 months from the date the Goods are put to use (but not exceeding 18 months from the date of delivery), the Buyer notifies Seller of a defect (being a fault in workmanship, material or design, or non-conformance to the specification) Seller shall, at Buyer's discretion, repair or replace the defective Goods at Seller's expense (including packing and carriage) or refund. The repaired or replaced Goods shall be subject to a like warranty.

(iii) If within 7 days of a request of the Buyer for replacement or repair Seller does not undertake to effect such repair or replacement and complete the same within a reasonable time the Buyer may do so and the costs and expenses incurred will be recoverable from Seller.

(iv) Buyer shall have available to it all rights and remedies as provided by the Contract, including without limitation, the right to liquidated damages for late delivery, if any, as set forth in the Purchase Order, and as established by the law applicable to the Contract, and it is the intent of the parties that Buyer's rights and remedies not be limited in any respect.

## **6. Cancellation**

(i) Buyer shall have the right to cancel the Contract at any time at the convenience of Buyer, upon written notice to Seller. In the event of such cancellation, at the request of Buyer, Seller shall deliver to Buyer such portions of the Goods completed by Seller, and Buyer shall pay to Seller a portion of the purchase price representing the value of the portions of the Goods which are so delivered. Where Buyer elects not to take delivery, Buyer shall reimburse Seller its costs of performance to the time of cancellation which are necessary, fair and reasonable, taking into account the value of the work in process which will remain the property of Seller and which is potentially usable by Seller.

(ii) Nothing in these General Conditions shall limit or exclude the Buyer's right to cancel the Contract or any part thereof if Seller fails to observe or perform any of its obligations under the Contract or any associated Purchase Order and in such event the Buyer may procure the materials, Goods or Services from another source and Seller will pay any excess costs the Buyer may incur thereby.

## **7. Assignment**

Seller shall not assign, transfer, delegate or subcontract all or any portion of the performance of the Contract without Buyer's prior written consent.

## **8. Liability**

Seller shall defend, indemnify and hold harmless the Buyer and its Affiliates, directors, officers, employees, agents and representatives from and against and claim and demand including legal fees arising out of personal injury or death or any loss of or damage to property and any economic loss, relating to the Contract.

## **9. Non-Disclosure**

Seller shall not disclose any such drawing, specifications, data or other information proprietary to Buyer or third parties that is disclosed by Buyer, including pricing information, to any third party and shall make no further use thereof (or of any information derived therefrom), either directly or indirectly, without Buyer's prior written consent, except necessary for performance of the Contract. Upon request by Buyer, Seller shall promptly return to Buyer all such information. Seller shall comply with all export control regulations to which Buyer is subjected, to the extent Buyer informs Seller thereof.

## **10. Anti-Bribery**

Seller represents that it has not paid or offered to pay money, or given or offered to give anything of value, and covenants that it shall not pay or offer to pay money or give or offer to give anything of value directly or indirectly, to any representative or employee of any government, or to any other person in any way related to the subject matter of this Contract, unless such action would be allowed under the laws applicable to Seller. Seller's breach of any of the above representations and covenants shall constitute a material breach of the Contract, in which circumstance Buyer shall have the right to terminate this Contract upon notice to Seller and to require Seller to refund to Buyer all money previously paid by Buyer hereunder. Any waiver by Buyer of such right to terminate as to a particular breach shall not constitute a waiver of such right as to any subsequent breach.

## **11. Incoterms (2010)**

Any trade term in this Purchase Order shall have the meaning given to it by Incoterms (2010).

## **12. Governing Law; Dispute Resolution**

The Contract shall be interpreted and construed under the laws of the jurisdiction in which Buyer has its principal place of business, without regards to its conflict of laws provisions or the United Nations Convention on Contracts for the International Sales of Goods. Any dispute arising out of or in connection with the Contract, including any questions regarding its existence, validity or termination that cannot be amicably resolved by the Parties shall be settled before the competent courts of the same jurisdiction, except if the Contract shall be interpreted and construed under the laws of the People's Republic of China (which for the purpose of the Contract shall exclude Taiwan and Hong Kong), any such dispute that cannot be amicably resolved by the Parties shall be settled through arbitration before Shanghai International Economic and Trade Arbitration Commission in accordance with its then effective arbitration rules, which arbitration award shall be final.