1. Interpretation
1.1 Definitions:
   - **Conditions**: the terms and conditions set out in this document (including the Annex).
   - **Contract**: the contract between Devro and the Supplier for the purchase of the Services in accordance with these Conditions and the Order.
   - **Deliverables**: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
   - **Devro**: means the Devro entity placing the Order as set out in the Annex.
   - **Intellectual Property Rights**: patents, utility models, rights to inventions, copyright and neighbouring rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
   - **Mandatory Policies**: Devro’s Business Conduct Policy and Devro’s Global Statements on Business Conduct, Environmental Management, Food Safety, Health and Safety, People, Quality and Modern Slavery (available at: https://www.devro.com/csr/), as amended by notification to the Supplier from time to time.
   - **Order**: Devro’s order for the Services, as set out in Devro’s purchase order form.
   - **Services**: the services, including any Deliverables, to be provided by the Supplier under the Contract, as set out in the Specification.
   - **Specification**: any specification for the Services that is provided by Devro to the Supplier or included in the Order.
   - **Supplier**: the person or firm from whom Devro purchases the Services.

1.2 Interpretation:
   (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted.
   (b) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
   (c) A reference to writing or written includes emails.
authorisation; and

(k) not do or omit to do anything which may cause Devro to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that Devro may rely or act on the Services.

4. Devro remedies

4.1 If the Supplier fails to perform the Services by the applicable dates or fails to perform the Services in accordance with clause 3.3, Devro shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
(b) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
(c) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services;
(d) to recover from the Supplier any costs incurred by Devro in obtaining substitute services from a third party;
(e) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided; and
(f) to claim damages for any additional costs, loss or expenses incurred by Devro which are in any way attributable to the Supplier’s failures as outlined in this clause.

4.2 These Conditions shall extend to any substituted or remedial services provided by the Supplier.

4.3 Devro’s rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

5. Price and payment

5.1 The price of the Services shall be the price set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Devro, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

5.2 The price of the Services excludes amounts in respect of VAT, GST or Sales Tax, which Devro shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice.

5.3 The Supplier may invoice Devro for price of the Services plus VAT, GST or Sales Tax at the prevailing rate (if applicable) on completion of the Services.

5.4 Devro shall pay correctly rendered invoices within 60 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

5.5 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow Devro to inspect such records at all reasonable times on request.

5.6 If Devro fails to make any payment due to the Supplier under the Contract by the due date for payment and has continued to fail to make such payment after 14 days from written notification of the delay from the Supplier, then Devro shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England’s base rate from time to time (but at 4% a year for any period when that base rate is below 0%) unless applicable law requires Devro to pay a higher rate of interest in which case such higher rate shall apply. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. This clause shall not apply to and no interest shall be paid in respect of payments Devro disputes in good faith.

5.7 Devro may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Devro against any liability of Devro to the Supplier.

6. Devro obligations

6.1 Devro shall: (a) provide the Supplier with reasonable access at reasonable times to Devro’s premises for the purpose of providing the Services; (b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.

7. Intellectual property rights

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Devro Materials) shall be owned by the Supplier.

7.2 The Supplier grants to Devro, or shall procure the direct grant to Devro of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to use, copy and modify the Deliverables (excluding Devro Materials) for the purpose of receiving and using the Services and the Deliverables.

7.3 Devro grants to the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to use any Intellectual Property Rights in the Devro Materials for the term of the Contract for the sole purpose of providing the Services to Devro.

7.4 All Devro Materials are the exclusive property of Devro.

8. Indemnity

8.1 The Supplier shall indemnify Devro against all liabilities, costs, expenses, damages and losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by Devro arising out of or in connection with:

(a) any claim brought against Devro for actual or alleged infringement of a third party’s intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services (excluding the Devro Materials); and
(b) any claim made against Devro by a third party arising out of, or in connection with, the supply of the Services.

8.2 This clause 8 shall survive termination of the Contract.

9. Limitation of Liability

9.1 Nothing in the Contract shall limit or exclude either party’s liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
(b) fraud or fraudulent misrepresentation; or
(c) any matter in respect of which it would be unlawful for
either party to exclude or restrict liability.

9.2 Subject to clause 9.1, each party’s total liability to the other
party for all other losses arising under or in connection with
the Contract, whether in contract, tort (including
negligence), breach of statutory duty, or otherwise, shall be
limited to 200% of the value of the total Services purchased
by Devro during the 12 months preceding the date on which
the claim arose. This limit shall not apply to: (i) any claims in
respect of the indemnity provided by the Supplier contained
in clause 8; or (ii) any breach of clauses 11 and 12 by the
Supplier.

9.3 Neither party shall be liable to the other for any: (a) loss of
goodwill or injury to reputation; (b) loss of business
opportunity; (c) loss of revenue or profits; (d) or any other
indirect, consequential or special loss or damage, arising
under or in connection with the Contract.

9.4 This clause 9 shall survive termination of the Contract.

10. Insurance
During the term of the Contract and for a period of 3 years
thereafter, the Supplier shall maintain in force, with a
reputable insurance company, professional indemnity
insurance and public liability insurance to cover the liabilities
that may arise under or in connection with the Contract, and
shall, on Devro’s request, produce both the insurance
certificate giving details of cover and the receipt for the
current year’s premium in respect of each insurance.

11. Confidentiality
Each party undertakes that it will not at any time hereafter
use, divulge or communicate to any person, except to its
professional representatives or advisers or as may be
required by law or any legal or regulatory authority, any
confidential information of the other party which may have
come to its knowledge as part of the Contract and each of
the parties shall use its reasonable endeavours to prevent
the publication or disclosure of any confidential information
concerning such matters. This clause 11 shall survive
termination of the Contract.

12. Compliance with relevant laws and policies
12.1 In performing it obligations under the Contract, the Supplier
shall: (a) comply with all applicable laws, statutes,
regulations from time to time in force; and (b) comply with
the Mandatory Policies.

13. Termination
13.1 Devro may terminate the Contract in whole or in part at any
time before delivery with immediate effect by giving the
Supplier written notice, whereupon the Supplier shall
discontinue all work on the Contract. Devro shall pay the
Supplier fair and reasonable compensation for any work in
progress on the Services at the time of termination, but such
compensation shall not include loss of anticipated profits or
any consequential loss.

13.2 Without limiting its other rights or remedies, Devro may
terminate the Contract with immediate effect by giving
written notice to the Supplier if:

(a) the Supplier commits a material breach of any term of
the Contract and (if such a breach is remediable) fails to
remedy that breach within 5 days of that party being
notified in writing to do so;
(b) the Supplier takes any step or action in connection with
its entering administration, provisional liquidation or any
composition or arrangement with its creditors (other
than in relation to a solvent restructuring), being wound
up (whether voluntarily or by order of the court, unless
for the purpose of a solvent restructuring), having a
receiver appointed to any of its assets or ceasing to carry
on business or, if the step or action is taken in another
jurisdiction, in connection with any analogous procedure
in the relevant jurisdiction;
(c) the Supplier takes any step or action in connection with
the Supplier being made bankrupt, entering any
composition or arrangement with its creditors, having a
receiver appointed to any of its assets, or ceasing to carry
on business;
(d) the Supplier suspends, or threatens to suspend, or ceases
or threatens to cease to carry on all or a substantial part
of its business; or
(e) the Supplier’s financial position deteriorates to such an
extent that in Devro’s opinion the Supplier’s capability to
adequately fulfil its obligations under the Contract has
been placed in jeopardy.

13.3 On termination of the Contract for any reason, the Supplier
shall immediately deliver to Devro all Deliverables whether
or not then complete, and return all Devro Materials. If the
Supplier fails to do so, then Devro may enter the Supplier’s
premises and take possession of them. Until they have been
returned or delivered, the Supplier shall be solely
responsible for their safe keeping and will not use them for
any purpose not connected with the Contract.

13.4 Termination of the Contract, however arising, shall not
affect any of the parties' rights and remedies that have
accrued as at termination.

13.5 Clauses that expressly or by implication survive termination
of the Contract shall continue in full force and effect.

14. Force majeure
Neither party shall be in breach of the Contract nor liable for
delay in performing, or failure to perform, any of its
obligations under it if such delay or failure results from an
event, circumstance or cause beyond its reasonable control.
If the period of delay or non-performance continues for
more than one month, the party not affected may terminate
the Contract by giving 7 days written notice to the affected
party.

15. General
15.1 Assignment and other dealings
(a) Devro may at any time assign, transfer, mortgage,
charge, subcontract or deal in any other manner with any
or all of its rights or obligations under the Contract.
(b) The Supplier may not assign, transfer, mortgage, charge,
declare a trust over or deal in any other manner with any
or all of its rights or obligations under the Contract
without the prior written consent of Devro.
15.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of Devro. If Devro consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

15.3 **Entire agreement.** The Contract constitutes the entire agreement between the parties.

15.4 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by Devro.

15.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy.

15.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable, and this shall not affect the validity and enforceability of the rest of the Contract.

15.7 **Notices.** Any notice given to a party under or in connection with the Contract shall be in writing addressed to that party at their registered office address or the email address commonly used by that party and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, or commercial courier, or email. A notice shall be deemed to have been received: (a) if delivered personally, when left at the registered office address; (b) if sent by pre-paid first class post or other next working day delivery or courier service, at 9.00 am on the second business day after posting; (c) or, if sent by email, one business day after transmission. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.8 **Audit.** If Devro gives at least 7 business days' notice, Devro (or its professional advisers) may during usual business hours: (a) enter and inspect the Supplier’s premises; and (b) inspect, audit and take copies of relevant records, and other documents as necessary to verify the Supplier's compliance with the terms and conditions of the Contract.

15.9 **English Language.** This Contract is drafted in the English language. If this Contract is translated into any other language and made available by Devro, the English language version shall always prevail.

15.10 **Third party rights.** No one other than a party to the Contract shall have any right to enforce any of its terms.

15.11 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law set out in the Annex.

15.12 **Jurisdiction.** Each party irrevocably agrees that the courts set out in the Annex shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
ANNEX – COUNTRY SPECIFIC TERMS AND CONDITIONS

1. **Australia**
The following terms shall apply to any Order originating from Devro Pty Limited (this includes any Order originating from the Devro business unit based in New Zealand):

<table>
<thead>
<tr>
<th>Devro Contacting Entity</th>
<th>Devro Pty Limited (No. CAN 050 095 755)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Registered Address</strong></td>
<td>139 Sydney Road, Kelso, NSW, 2795, Australia</td>
</tr>
<tr>
<td><strong>Governing Law</strong></td>
<td>New South Wales</td>
</tr>
<tr>
<td><strong>Jurisdiction</strong></td>
<td>The courts of New South Wales</td>
</tr>
</tbody>
</table>

2. **China**
The following terms shall apply to any Order originating from Devro (Nantong) Technology Co., Limited:

<table>
<thead>
<tr>
<th>Devro Contacting Entity</th>
<th>Devro (Nantong) Technology Co., Limited a company duly organized and existing under the laws of People’s Republic of China</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Registered Address</strong></td>
<td>No 329, Xinxing East Road, Nantong Economic and Technological Development Area, Nantong, Jiangsu, People’s Republic of China</td>
</tr>
<tr>
<td><strong>Governing Law</strong></td>
<td>China</td>
</tr>
<tr>
<td><strong>Jurisdiction</strong></td>
<td>The courts of China</td>
</tr>
</tbody>
</table>

3. **Czech Republic**
The following terms shall apply to any Order originating from Devro S.R.O.:

<table>
<thead>
<tr>
<th>Devro Contacting Entity</th>
<th>Devro S.R.O. (No. C19560)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Registered Address</strong></td>
<td>Víchovská 830, 514 19 Jilemnice, Czech Republic</td>
</tr>
<tr>
<td><strong>Governing Law</strong></td>
<td>Czech Republic</td>
</tr>
<tr>
<td><strong>Jurisdiction</strong></td>
<td>The courts of the Czech Republic</td>
</tr>
</tbody>
</table>

4. **Japan**
The following terms shall apply to any Order originating from Devro KK:

<table>
<thead>
<tr>
<th>Devro Contacting Entity</th>
<th>Devro KK (No. 0100-01-051259)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Registered Address</strong></td>
<td>Yasuda Shibaura Building, No 2, 3-2-12, Kaigan Minato-ku, Tokyo, 108-0022 Japan</td>
</tr>
<tr>
<td><strong>Governing Law</strong></td>
<td>Japan</td>
</tr>
<tr>
<td><strong>Jurisdiction</strong></td>
<td>The courts of Japan</td>
</tr>
</tbody>
</table>

5. **Netherlands**
The following terms shall apply to any Order originating from Devro B.V.:

<table>
<thead>
<tr>
<th>Devro Contacting Entity</th>
<th>Devro B.V. (No. 10041845)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Registered Address</strong></td>
<td>Willem Alexanderstraat 9, 6691 EE Gendt, Netherlands</td>
</tr>
<tr>
<td><strong>Governing Law</strong></td>
<td>Dutch Law</td>
</tr>
<tr>
<td><strong>Jurisdiction</strong></td>
<td>The Competent Court of Amsterdam, the Netherlands</td>
</tr>
</tbody>
</table>

6. **UK**
The following terms shall apply to any Order originating from Devro (Scotland) Limited:

<table>
<thead>
<tr>
<th>Devro Contacting Entity</th>
<th>Devro (Scotland) Limited (No. SC129787)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Registered Address</strong></td>
<td>Moodiesburn, Chryston, Scotland G69 0JE</td>
</tr>
<tr>
<td><strong>Governing Law</strong></td>
<td>England and Wales</td>
</tr>
<tr>
<td><strong>Jurisdiction</strong></td>
<td>The courts of England and Wales</td>
</tr>
</tbody>
</table>

7. **USA**
The following terms shall apply to any Order originating from Devro, Inc:

<table>
<thead>
<tr>
<th>Devro Contacting Entity</th>
<th>Devro, Inc (State ID Number: 0763710)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Registered Address</strong></td>
<td>Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808, US</td>
</tr>
<tr>
<td><strong>Governing Law</strong></td>
<td>State of South Carolina</td>
</tr>
<tr>
<td><strong>Jurisdiction</strong></td>
<td>The state and federal courts located in Columbia, South Carolina</td>
</tr>
</tbody>
</table>

8. **Global**
The following terms shall apply to any Order originating from Devro Plc:

<table>
<thead>
<tr>
<th>Devro Contacting Entity</th>
<th>Devro Plc (No. SC129785)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Registered Address</strong></td>
<td>Moodiesburn, Chryston, Scotland, G69 0JE</td>
</tr>
<tr>
<td><strong>Governing Law</strong></td>
<td>England and Wales</td>
</tr>
<tr>
<td><strong>Jurisdiction</strong></td>
<td>The courts of England and Wales</td>
</tr>
</tbody>
</table>

Version 1.0 Feb 2020