

Essentra Filter Products Group

Standard Terms and Conditions for the Supply of Filter Products

1. Interpretation

1.1 In these Conditions:

"**Accepted**" means the point at which Seller accepts an Order from Buyer in accordance with Condition 2.2;

"**Buyer**" means the person who purchases Products from Seller;

"**Conditions**" means these terms and Conditions as may be amended from time to time; pursuant to Condition 2.5 or 2.6 which constitute an integral and inseparable part of the Contract;

"**Contract**" means any contract between Seller and Buyer for the purchase of Products;

"**Essentra Filter Products Group**" means the group of companies which conduct the business of Essentra Filter Products from time to time (including Seller);

"**Intellectual Property Rights**" means all patents, know-how, copyrights, trade or services marks, design rights, and all other intellectual property rights of any kind in any part of the world;

"**Losses**" means all losses, claims, liabilities, costs, charges, expenses and damages of any kind, irrespective of whether they were reasonably foreseeable or avoidable;

"**Order**" means an offer to purchase the Products submitted by Buyer to Seller based on Quotes from time to time provided by Seller to Buyer;

"**Order Acceptance**" means a written acceptance of an Order issued by an authorised signatory of Seller;

"**Price**" means the price of the Products as identified in the relevant Contract;

"**Price List**" means the Seller's price list from time to time for the Products in question at the time the Order is dispatched;

"**Products**" means any goods offered for sale by Seller;

"**Quotes**" means the information provided by Seller to Buyer outlining the terms on which Seller is willing to sell Products, including the Price of such Products and accompanied by these Conditions;

"**Seller**" means the company listed in the Schedule of Sellers attached to these Conditions which has entered into a Contract with Buyer for the supply of Product; and

"**Specifications**" means Buyer's specifications or other requirements for the Product agreed with Seller from time to time.

1.2 In these Conditions: references to a "person" include any individual, company, corporation, or other entity whether or not having a separate legal personality; words in the singular shall include the plural and vice versa; any reference to any statute or statutory provision shall be construed as a reference to that statute or statutory provision as time to time amended, consolidated, modified, extended, re-enacted or replaced; and the word "including" shall, unless the context otherwise requires, mean "including without limitation".

2. Quotes, Orders and Contracts

2.1 Quotes are made for reference only and they are not binding on the Parties until stated or reflected in an Order which is then Accepted by Seller. Quotes may be withdrawn by Seller prior to any relevant Order being Accepted.

2.2 An Order is not binding on Seller until a Contract shall have been formed. A Contract is formed when an Order is Accepted by Seller either: (i) issuing an Order Acceptance; or (ii) if no Order Acceptance is issued by Seller, upon Seller commencing performance of the Contract, e.g. by ordering raw materials specific to the Contract or commencing manufacture of the Products to fulfil the Order..

2.3 Once Accepted an Order may only be cancelled, varied or suspended by Buyer with the express prior written agreement of Seller. If Seller cancels or suspends an Order which has been Accepted then the Seller shall be liable for all Buyer's costs and expenses resulting from such cancellation or suspension including: (i) the cost of obsolete finished goods, work in progress and/or components and raw materials; (ii) loss of profit; (iii) costs of under-utilised labour and equipment; and (iv) storage costs.

2.4 The quantity and specification of Products Ordered shall be as set out in the Order or, if different, the Order Acceptance.

2.5 These Conditions shall form part of any Contract to the express exclusion of any other terms and conditions proposed, issued or referred to by Buyer. A Contract shall comprise these Conditions, an Order Acceptance (if any) and any additional terms agreed in writing and signed by an authorised representative of both Buyer and Seller.

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2.6 No variation to these Conditions or any Contract, nor any representation, advice or recommendation relating to Products given by any representative of Seller, shall be binding upon Buyer or Seller unless made in writing and signed by an authorised representative of both Buyer and Seller.

3. Specifications

3.1 Buyer acknowledges that it is making its own assessment as to whether Products will be fit for any or all of its purposes or whether the Specifications fully and accurately reflect Buyer's requirements for Products and that it is not relying on Seller's skill or judgement in determining such matters.

3.2 Buyer warrants, represents and undertakes that the Product will not be incorporated into any illegal or counterfeit product or sold with, or to be used in connection with, any product that is an illegal or counterfeit product. Buyer agrees to comply with the Essentra Anti-Counterfeiting Policy as notified to it from time to time.

3.3 Except as otherwise expressly provided in the Contract, Seller shall own all of the Intellectual Property Rights in the Products, the Specifications, their design, packaging, labelling and other materials supplied with or in connection with Products. No Intellectual Property Rights of Seller or any other person within the Essentra Filter Products Group are transferred to Buyer and no licences to use any such Intellectual Property Rights are granted to Buyer except as may be necessary for the usual use of Products.

3.4 Any changes which Buyer wishes to make to the Products (including the Specifications) shall be subject to Seller's change management process under which Buyer and Seller shall discuss the implications and cost of such a change being made. Any costs shall be agreed prior to Seller being obliged to implement any Buyer-proposed change. Seller shall have the right, upon notice to Buyer, to implement any Product change which is required to be made by reason of law or regulation. Buyer shall be responsible for the costs associated with any changes which are made to the Products.

3.5 Buyer warrants, represents and undertakes that the Products will not be incorporated into any recreational cannabis or non-medicinal cannabis products or sold with, or to be used in connection with, any product or use that is restricted by any laws or regulations imposed by the UK Government. Buyer shall be responsible for complying with any applicable cannabis legislation or regulations applying to Products in the UK and in the country of destination governing the sale or use of the Products.

4. Price

4.1 Subject to Condition 4.2, the Price of Products shall be as specified in Seller's Price List or, where issued by Seller, the Quote. The Price is given on an ex-works (EXW, Incoterms® 2010) basis, unless otherwise stated on the Order Acceptance, and includes standard packaging in accordance with Seller's current practice.

4.2 Seller reserves the right, once per annum in each year of the Contract to increase the Price to reflect any increase in the cost to Seller of supplying any Products which is due to any increase in the cost to Seller of labour and/or materials used in relation to the supply of the Products. Seller shall provide at least 30 days' prior written notice to Buyer of any such increases, which notice shall detail the relevant increases in labour and/or materials and the consequent price increases. Upon request Seller shall provide reasonable evidence of such increases in labour and/or materials to the Buyer.

4.3 The Price excludes any applicable value added tax or other taxes or duties, and non-standard packaging, loading, unloading, carriage and insurance or similar costs, all of which shall be payable by Buyer, unless otherwise stated in the Quote or on the Order Acceptance.

5. Payment

5.1 Seller shall be entitled to invoice Buyer in advance of delivery of the Products for the Price and any other amounts payable by Buyer.

5.2 Payment of any invoice is due, without deduction, discount, and abatement or setoff, unless otherwise agreed in writing and signed by an authorised representative of both Buyer and Seller, within 30 days of the date of the invoice, in the currency agreed. The time of payment shall be of the essence of these Conditions. Payments must be made by bank transfer and no physical cash payments may be made or offered either to Seller or Seller's representatives or cash sums deposited into Seller's bank accounts by Buyer or its representatives.

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- 5.3 If Buyer fails to make any payment when due then, without prejudice to any other right or remedy available to Seller, Seller shall be entitled to:
- 5.3.1 terminate the Contract; after giving thirty elapsed days written notice in relation to which the payment is failed and as the case may be, repossess the relevant Products pursuant to Condition 7.3 or otherwise charge an interest at the rate of 0.5% per month for any delay of payment;
 - 5.3.2 deduct outstanding sums from any sums owed by Seller or any member of the Essentra Filter Products Group to Buyer under the Contract or otherwise;
 - 5.3.3 suspend or cancel any further deliveries to Buyer under the Contract;
 - 5.3.4 treat the Contract as repudiated and terminated;
 - 5.3.5 subject to Condition 13, sell to other Customers any Products not yet delivered to Buyer; and/or
 - 5.3.6 retain any sums paid as deposit for Products.

6. Delivery

- 6.1 Unless otherwise agreed in writing, Products will be delivered to Buyer by Seller making them available for collection by Buyer's nominated carrier or at the address set out in the Order Acceptance or, as the case may be, in the relevant Order.
- 6.2 Any dates quoted for delivery are approximate only and time shall not be of the essence.
- 6.3 Unless otherwise agreed in writing, Seller may deliver up to 5% more or less than the quantity of pallets or Products ordered under an Order and, in each case, Buyer shall accept and pay the Price for the actual quantity delivered and invoiced.
- 6.4 Buyer shall notify Seller of a failure to deliver the Products pursuant to the date agreed under the Order Acceptance or for short delivery in writing within three working days from the estimated date of delivery stated under an Order Acceptance in relation to a failure to deliver or within three working days from the actual date of delivery in relation to a short delivery.
- 6.5 Where Products are to be delivered in instalments, each delivery shall constitute a separate obligation and neither any failure by Seller to deliver an instalment nor any claim in respect of any one or more instalments by Buyer shall entitle Buyer to treat the Contract as a whole as repudiated or terminated.

7. Risk and Title in Products

- 7.1 Products shall be at Buyer's risk immediately on and after delivery.
- 7.2 Title to Products will transfer upon delivery to the Buyer in accordance with the applicable delivery terms.
- 7.3 In case of failure of payment by Buyer, upon the request of Seller Buyer shall deliver up any Products to Seller which have not been fully paid for. Buyer grants Seller and its agents an irrevocable licence at any time to enter any premises where such Products are stored to inspect or, if Buyer has failed to deliver up possession when requested by Seller, to repossess such Products.

8. Quality

- 8.1 Seller warrants that on delivery:
 - 8.1.1 Products shall comply with the Buyer's written Specification in all material respects; and
 - 8.1.2 Products will be free from defects in materials and workmanship.
- 8.2 Upon delivery of the Products by Seller to Buyer, Buyer shall perform inspection of such Products and immediately notify Buyer in writing not later than fourteen elapsed days after the date of delivery of any alleged breach of Seller's warranty. The warranties in Condition 8.1 shall not apply unless:
 - 8.2.1 In respect of defects that are apparent on inspection, Buyer notifies Seller, in writing, of such defects within fourteen elapsed days after collection by Buyer or after the delivery of Products; or
 - 8.2.2 in relation to defects that are not apparent on inspection, Buyer notifies Seller in writing of such defects within fourteen days after the defect became apparent or ought to have become apparent to Buyer, and in any event in the case of speciality filters within six elapsed months and in the case of non-speciality mono-acetate filters twelve elapsed months of the date of delivery; and
 - 8.2.3 the total Price for the Products has been paid by Buyer in full without deduction or counterclaim.

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- 8.3 Seller shall not be liable for any breach of any of the warranties in Condition 8.1 if:
- 8.3.1 caused by the acts or omissions of any persons not expressly authorised by Seller;
 - 8.3.2 caused by materials incorporated into a Product but not manufactured by Seller, in respect of which Buyer shall only be entitled to the benefit of any such warranty or guarantee as was given by the manufacturer to Seller and which is capable of being assigned to Buyer, at Buyer's cost;
 - 8.3.3 Buyer makes further use of or resells Products after giving notice of a defect or fails to promptly notify Seller of, or comply with Seller's reasonable instructions in relation to, a product hold or recall which affects or may affect the Products; or
 - 8.3.4 the breach was caused by environmental conditions or use, storage or handling of Products other than in accordance with its Specifications or Seller's instructions.
- 8.4 Subject to Condition 8.2 and Condition 9, Seller shall, at its option, replace defective Products or refund the Price. Seller shall own any Products that have been so replaced, until fully paid by Buyer.
- 8.5 Subject to Condition 9, the remedies set out above shall be the sole extent of Seller's liability arising out of or in connection with defective Products and all implied warranties, terms and Conditions are excluded to the fullest extent permitted by law.
- 8.6 Buyer shall comply with all reasonable instructions of Seller in relation to any product hold or product recall campaign organised in respect of Products or any other corrective action reasonably taken by or on behalf of Seller in respect of Products after delivery to Buyer.

9. Limitation of Liability

- 9.1 Subject to Condition 9.4 Seller's aggregate liability to Buyer, including any liability for the acts or omissions of its employees, agents, sub-contractors, or other persons within the Essentra Filter Products Group, for any and all claims arising out of or in connection with the supply, use, incorporation into other products or resale of the Products, or for any breach of these Conditions, any Contract or any duty implied by law and whether arising in contract, tort, including negligence or breach of a statutory duty, misrepresentation, restitution or otherwise shall not exceed the lesser of the Price paid by the Buyer under the relevant Contract which are the subject of the claim or £ Sterling five hundred thousand pounds or the local currency equivalent, converted at the Bank of England official exchange rate at the date of Contract formation.
- 9.2 Where Buyer makes more than one claim in respect of Products and the Product is part of the same Order such claims shall be deemed to be a single claim for the purposes of the Contract and shall be subject in aggregate to the above limits.
- 9.3 Subject to Condition 9.4, Seller shall not be liable to Buyer or any other party for any: (a) indirect Losses, (b) economic Losses, (c) loss of profit or anticipated profits, (d) loss of expected future business, (e) damage to reputation or goodwill, or (f) loss of production.
- 9.4 Nothing in these Conditions shall exclude or limit Seller's liability in respect of any claim for death or personal injury caused to Buyer or its employees by Seller's negligence, for fraud or fraudulent misrepresentation, for gross negligence or wilful default or for any other liability to the extent that it may not be excluded or limited by law.
- 9.5 Without prejudice to any other provision of these Conditions, Seller will not be in breach of the terms of the Contract for any delay in performing, or failure to perform, its obligations under the Contract if that failure or delay was due to any cause or circumstance beyond Seller's reasonable control, which shall include without limitation; war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, accident, break down or damage to machinery or equipment, fire, flood, acts of God, severe adverse weather, strike, lock-out or other industrial disputes, whether or not involving employees of Seller, or shortage of materials at the market rates existing when the Contract is made, legislative or administrative interference or was due to any failure, neglect or delay on the part of Buyer or its agents or representatives. Seller shall use reasonable endeavours to mitigate the effects of such event. If such event continues for a continuous period in excess of thirty elapsed days, either party shall be entitled to terminate the Contract on written notice to the other party.
- 9.6 Buyer acknowledges that the limitations of liability set out in these Conditions are reasonable and reflect the commercial intentions of the parties in the context of the anticipated earnings of Seller under the Contract and the ability of Buyer to protect itself through insurance. Seller may be willing to vary the limitations on liability in relation to specific Products if requested by Buyer subject to Buyer bearing the additional costs as notified to it by Seller.

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10. Termination

- 10.1 Seller may terminate a Contract forthwith:
- 10.1.1 without prejudice to the right to terminate in accordance with Condition 5.3.1, by giving thirty elapsed days written notice if Buyer breaches any term of any Contract; or
 - 10.1.2 immediately, if Buyer makes any composition or voluntary arrangement with its creditors or any step, application, Order, proceeding or appointment is made or taken by or in respect of Buyer including the making of an application or the giving of any notice by Buyer or any other person for a distress, execution, winding up, dissolution, or to appoint an administrator of Buyer or being an individual or firm, becomes bankrupt or being a company, goes into liquidation, otherwise than for the purposes of a solvent amalgamation or reconstruction;
 - 10.1.3 immediately, if an encumbrance takes possession or a receiver, administrative or otherwise, is appointed, of any of the property or assets of Buyer; or Buyer ceases, or threatens to cease, to carry on business;
 - 10.1.4 any event analogous to the those described in Conditions 10.1.2 or 10.1.3 occurs in any jurisdiction in which Buyer is incorporated, resident or carries on business;
 - 10.1.5 immediately, if Buyer breaches the Intellectual Property Rights of Seller or any other person or member of the Essentra Filter Products Group;
 - 10.1.6 immediately, if Buyer breaches the terms of Condition 3.2 or the terms of Condition 11; or
 - 10.1.7 if seller reasonably apprehends that any of the events mentioned in Conditions 10.1.1 to 10.1.6 above is about to occur in relation to Buyer and fails to notify Buyer accordingly.
- 10.2 Where Seller terminates the Contract in accordance with Condition 10.1 then, without prejudice to any other right or remedy available to Seller:
- 10.2.1 Seller shall be entitled to suspend any further deliveries under the Contract;
 - 10.2.2 where Seller retains title to the Products pursuant to Condition 7.2, Buyer shall immediately deliver up the Products to Seller, failing which Seller may repossess Products and Seller may dispose or use any of the Products as it wishes; and
 - 10.2.3 the Price shall become immediately due and payable notwithstanding the Contract, any previous agreement or arrangement to the contrary.
- 10.3 Termination of the Contract, for whatever reason, shall not affect any of its provisions which are intended to continue to have effect after it has come to an end, including Conditions 3, 5, 7, 9, 10.2, 10.3, 11, 12, 13 and 14.

11. Export Terms

- 11.1 The terms of this Condition 11 shall prevail to the extent of any conflict with any other of these Conditions.
- 11.2 Buyer shall be responsible for complying with any legislation or regulations applying to Products in the country of destination governing the export of Products, including if necessary, satisfying local revenue and customs authorities that value added tax, sales tax, or other similar tax is not payable on the Price, and the importation of Products into the country of destination, and for the payment of any applicable import or export duties or taxes thereon.
- 11.3 Buyer shall notify Seller of any obligations which Seller is obliged to comply with pursuant to any such legislation or regulations and shall reimburse Seller any associated costs.
- 11.4 In this Condition 11 “Economic Sanctions” means any sanctions administered by HM Treasury, US Department of Treasury and any similar sanctions imposed by the UK Government, US Government, European Union, the United Nations and any other equivalent body (governmental or otherwise) and any applicable law or regulation.
- 11.5 Buyer represents, warrants and undertakes that:
- 11.5.1 neither it nor any of its respective directors, officers, agents, employees or affiliates is:
 - a) currently subject to any Economic Sanctions; or
 - b) aware of or has taken any action, directly or indirectly, that could result in a breach of any Economic Sanctions;
 - 11.5.2 it and each of its affiliates conducts and has conducted its business in compliance with Economic Sanctions and has instituted and maintains policies and procedures designed to ensure continued compliance with Economic Sanctions;
 - 11.5.3 it will promptly notify Seller in writing together with all relevant details if it or any affiliate is unable to perform its obligations under the agreement for supply of the Products as a result of the imposition of Economic Sanctions

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- against a country or person or the addition of a good or service to a list of sanctioned goods or services under an applicable Economic Sanctions regime;
- 11.5.4 following notification in accordance with Condition 11.5.3 above, it will work with Seller, within a reasonable period, to identify whether there is a practical solution to permit continuity of supply of Products in a manner that is compliant with Economic Sanctions which Seller (in its sole discretion) is able to agree to adopt;
- 11.5.5 none of the customers to which Buyer supplies products incorporating the Products is included on any Economic Sanctions denied parties/specially designated nationals lists and that Buyer has a process in place to check all customers against such lists. Buyer shall supply a list of all customers to Seller upon request and use its reasonable endeavours to permit Seller to audit of such customers to ensure compliance with applicable sanctions and export controls laws and regulations; and
- 11.5.6 the supply of the Products and performance of the contract for the supply of Products shall not expose Seller or a member of the Essentra Filter Products Group to the risk of any breach of any Economic Sanctions.
- 11.6 Notwithstanding any term of a Contract, unless Seller agrees in writing otherwise (which agreement must be signed by both the Essentra plc group finance director and the Company Secretary and General Counsel of Essentra plc in order to be effective), where Products are to be supplied by Seller for use in products which will be or are reasonably likely to be supplied into any Restricted Country (being those countries which are subject to comprehensive Economic Sanctions including, but not limited to, Iran, Sudan, Syria, Crimea, North Korea and Cuba):
- 11.6.1 Buyer shall notify Seller of the fact that a Restricted Country is involved and obtain Seller's written agreement that the Seller's products will be used in such Restricted Country;
- 11.6.2 such supply of Products shall be made direct to Buyer and not via a third party intermediary;
- 11.6.3 the applicable Incoterm for delivery of the Products shall be EXW, FCA or FOB, as agreed between Buyer and Seller on a case by case basis and reflected on the Order;
- 11.6.4 full payment for the Products must be made to Seller in advance of delivery of the Products and Seller shall have no obligation to deliver any Products until the full payment has been received in cleared funds; and
- 11.6.5 payment for the Products shall be made in a currency nominated by Seller (but in no account will payment for the Products be made in USD \$) and shall be made directly from Buyer's bank account and not via a payment intermediary and all payments shall be made to Seller's bank account notified to Buyer.
- 11.7 In the event that: (a) any supplier to Seller refuses to supply goods or services to Seller; or (b) any bank which receives or is due to receive payment for Products advises it is no longer willing to receive payment for Products; or (c) it becomes illegal for Seller to provide Products; in each case due to the fact that Products are used in products manufactured and/or supplied by Buyer for use in a Restricted Country then: (i) such refusal to supply shall constitute an event beyond Seller's reasonable control under Condition 9.6 (and therefore the Seller shall have no liability for failure to supply the Products); and (ii) Seller shall be entitled, at its option, to deal with any prepayments which have been received for the affected Products and which has not been used for payment of Products which have already been supplied as follows:
- a) as payment for purchases of Products made by Buyer where such goods are not to be used in end products to be supplied into Restricted Countries; or
- b) such funds shall be returned to the bank from which they were remitted; or
- c) such funds shall be held for the account of Buyer if neither options (a) or (b) are reasonably practicable.
- 11.8 Seller or its representatives shall have the right to audit Buyer's compliance with the terms of this clause 11, either at Buyer's premises or remotely, upon notice to Buyer. Buyer shall provide copies of all pertinent documents and records requested by Seller to enable Seller to carry out such audit.

12. Indemnity

- 12.1 Where Buyer provides any designs, Specifications, requirements or materials (together the "Materials") to Seller, Buyer shall indemnify Seller from and against all Losses which Seller may suffer or incur in connection with any claim that the Materials infringe the Intellectual Property Rights of any third party.
- 12.2 Buyer shall indemnify Seller from and against all Losses which Seller may suffer or incur in connection with any claim of any third party in connection with or arising from violations of any UK governing law or any other applicable cannabis laws or regulations.

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12.3 If Buyer becomes aware that any third party has made or appears likely to make any claim referred to in Condition 12.1 or condition 12.2 it shall: (a) promptly notify Seller of such claim or circumstance; (b) promptly provide such assistance to Seller and take such action as Seller may reasonably request in respect of such claim or circumstance including but not limited to allowing Seller to take full control of any proceedings or negotiations in connection with the claim; and (c) not settle or compromise, make any admissions, nor agree any matter in the conduct of any dispute, without the prior written approval of Seller (which approval shall not be unreasonably withheld).

13. Confidentiality

13.1 Where Buyer and Seller have agreed to the terms of a separate confidentiality or non-disclosure agreement in relation to information to be disclosed in connection with the Contract then the terms of such agreement shall apply to the exclusion of the remaining provisions of this Condition 13.

12.2 Where either Buyer or Seller ("Recipient") receives any confidential information from the other ("Discloser") it shall not, without the prior written consent of the Discloser, during and after termination of the Contract, use such confidential information other than in performance of the Contract, or disclose to any other person, save, in relation to Seller, any member of the Essentra Filter Products Group, any such confidential information, except that any obligations contained in this Condition shall not prevent any disclosure of confidential information which is required by law, court order or any legal or regulatory authority, which is required to comply with the rules of any relevant stock exchange, or disclosure to a party's professional advisors, acting in their capacity as such. Confidential information does not include: (i) any information which is in the public domain at the time of the Contract or which subsequently enters the public domain other than due to a breach of this Condition; (ii) any information developed by the Recipient independently of the Contract; (iii) any information already known to the Recipient; or (iv) which the Recipient receives from a third party with no reasonable belief that such third party was not authorised to disclose the same.

12.2 Buyer shall not publicise or disclose the existence of any Contract, nor its relationship with Seller, without the prior written consent of Seller.

14. Miscellaneous

14.1 Seller may perform any of its obligations or exercise any of its rights hereunder by itself, through its subcontractors or agents or any member of the Essentra Filter Products Group provided that any act or omission of any such subcontractor, agent or member of the Essentra Filter Products Group shall be deemed to be the act or omission of Seller and shall be subject to the exclusions or limitations on liability set out in these Conditions. Buyer shall not transfer, assign or subcontract any of its rights or obligations under the Contract without Seller's prior written consent and in any event shall remain responsible for the performance of the Contract by any transferee, assign or sub-contractor.

14.2 Any notice shall be in writing including by fax, addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified to the party giving the notice. Hand delivered notices shall take effect immediately, postal notices must be delivered by courier and shall take effect upon delivery and, if sent by by e-Mail, at the date and time on the sender's email record. Notices to be served on Seller by email must be sent to legalservices@essentra.com.

14.3 No waiver by Seller of any breach of the Contract by Buyer shall be binding unless and until given in writing and duly signed by an authorised signatory of Seller. No waiver shall be considered as a waiver of any subsequent breach of the same or any other provision and any failure by Seller to enforce any term of the Contract shall not be waiver of Seller's rights.

14.4 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected thereby.

14.5 The Contract contains the entire agreement and understanding of Buyer and Seller and supersedes all prior agreements, understandings or arrangements, both oral and written, in respect of the relevant Products specified therein, save that neither Buyer nor Seller shall seek to exclude liability for fraudulent pre-contractual misrepresentation upon which the other can be shown to have relied.

14.6 The Contract and any dispute arising out of it or in connection with it, whether in contract or otherwise shall be governed by and construed in accordance with the laws of the legal jurisdiction in which Seller is incorporated. Any dispute shall be

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referred to the exclusive jurisdiction of the local courts of the place of incorporation of Seller, save that Seller shall retain the right to bring proceedings against Buyer in any other court of competent jurisdiction.

- 14.7 Save in respect of the rights, indemnities or warranties expressly stated to be given in favour of the Essentra Filters Product Group, or Seller's agents or subcontractors, all of which shall accrue directly for their benefit, the parties to the Contract do not intend that any term of the Contract will be enforceable by any person that is not a party to it. No such person shall have any rights relating to any extension, waiver and/or amendment to the Contract including but not limited to, any rights to approve any extension, waiver and/or amendment to the Contract.

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Schedule of Sellers

Essentra Filter Products Limited, with registered office at Avebury House, 201-249 Avebury Boulevard, Milton Keynes, Buckinghamshire, MK9 1AU and its successors and assigns;

Essentra Filter Products Kft, with registered office at 2310 Szigetszentmiklós, Leshegy út 30, located at Prologis Ipari Park, Leshegy U. 30, 2310, Hungary and its successors and assigns;

Essentra Filter Products, Inc., a Delaware Corporation, located at 303 Gallimore Dairy Road, Greensboro, North Carolina, 27409 and its successors and assigns;

Essentra Industria e Comercio Ltda, Rua Alvares Cabral, 979 Serraia - CEP 09980160 Diadema - SP, Brazil and its successors and assigns;

Essentra Filter Products SA, with registered office at Ruta Internacional 7 Km. 12 - Calle 12 Acaray, Alto Parana, Paraguay and its successors and assigns;

PT Essentra, with registered office at Jalan Berbek Industri I no 16-20, Surabaya Industrial Estate Rungkut, Sidoarjo 61256, Indonesia and its successors and assigns;

Essentra Filter Products Ltd, with registered office at 116/3 Soi Thiantalay 24, Bangkhunthian-Chaitalay Road, Thakam, Bangkhunthian, Bangkok 10150, Thailand and its successors and assigns;

ITC Essentra Limited, with registered office at Doddajala Post, Yarthiganahalli, Bangalore North, Karantaka, 562 157 and its successors and assigns;

Essentra Pte. Ltd, with registered offices at 36 Robinson Road #17-01/06 City House Singapore 068877 and its successors and assigns; and

Essentra FZE, with registered offices Plot No-S20403, Jebel Ali Free Zone (JAFZA), Dubai, United Arab Emirates and its successors and assigns.