

Unless specifically provided for otherwise in an agreement to which these Standard Conditions of Sale are attached, or in a separate written instrument signed by SI Group, the following standard conditions of sale shall apply to the sale of SI Group products.

1. **PRICING AND PAYMENT:** Product availability and pricing are subject to change without notice. The purchase price for SI Group products shall be the SI Group price in effect at the time of shipment. Payment terms are net thirty (30) days from the invoice date. Payment shall be remitted via electronic funds transfer to the account designated by SI Group. Should any amounts owing by the Buyer be past due, SI Group may, without prejudice to its other remedies, withhold further shipments or deliveries to the Buyer until all indebtedness has been fully paid. SI Group may assess default interest up to the maximum rate permitted by law.
2. **PERFORMANCE BY AFFILIATES:** Buyer acknowledges that the product may, as a matter of supply logistics, be supplied from time to time by one or more Affiliates of SI Group, and in those events, SI Group shall cause such Affiliate to be bound by the terms and conditions of this agreement as if such Affiliate were a contracting party to this agreement. Such Affiliate may invoice Buyer and in such an event, payments will be made to the invoicing Affiliate. For purposes of this agreement, the term "Affiliate" as to a party shall mean a business entity which controls, is controlled by, or is under common control with such party, and such control is established by the ownership of fifty percent (50%) or more of the voting interests in the controlled entity. The parties hereto acknowledge that, in respect of individual transactions arising under this agreement between Buyer and SI Group Affiliates, only the parties that are a party to a sales transaction shall be liable to each other in respect of the same, whether that liability arises from the terms of this agreement, or any other terms relating to the transaction, and nothing in this agreement shall imply any joint or several liability of any other party to Buyer or SI Group under this agreement.
3. **ADDITIONAL CHARGES:** Any additional freight costs, insurance, duties, taxes, storage, handling charges or other transportation costs not specifically provided for will be for the Buyer's account. If for any reason SI Group should be prevented from making changes in price, freight terms, and/or terms of payment hereunder, or continuing a price, freight term, and/or term of payment already in effect, by law, governmental decree, order or regulation, SI Group may terminate the agreement upon thirty (30) days' prior written notice to Buyer.
4. **RESTOCKING FEES:** Buyer shall not be entitled to cancel any confirmed purchase order(s) for products. In the event of cancellation by Buyer, Buyer will be responsible for paying to SI Group the full price for such canceled purchase order(s). If Buyer requests a delay in delivery or shipment, (i) for any request made by Buyer to delay delivery or shipment of any confirmed purchase order within 28 days prior to planned shipment date, Buyer shall be responsible for a restocking fee in the amount of 50% of the order value; (ii) for any request made by Buyer to delay delivery or shipment of any confirmed purchase order greater than 28 days but less than 90 days prior to planned shipment date, Buyer shall be responsible for a restocking fee in the amount of 25% of the order value; and (iii) for any request made by Buyer to delay delivery or shipment of any confirmed purchase order greater than 90 days prior to planned shipment date, no restocking fee will apply.
5. **LIMITED WARRANTY AND DISCLAIMER:** SI Group warrants that the products supplied to Buyer conform to SI Group's internal specifications for such products at the time of manufacture, unless other specifications have been agreed with Buyer in writing. THIS IS BUYER'S EXCLUSIVE WARRANTY. BUYER MAY NOT EXTEND THIS WARRANTY TO ANY OTHER PARTY. SI GROUP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This warranty and disclaimer apply regardless of whether the product is used singly or in combination with other substances or in any process. In the event of any breach of this warranty, SI Group will, at its option, either replace the defective products or refund an equitable portion of the purchase price. THIS IS BUYER'S EXCLUSIVE REMEDY.
6. **LIMITATION OF REMEDIES:** Regardless of the circumstances, SI Group's total liability to Buyer for any and all claims, losses, or damages arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability, breach of warranty or otherwise, shall in no event exceed the purchase price of the products in respect to which such cause arose. IN NO EVENT SHALL SI GROUP BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. Any claim for economic loss shall be governed exclusively by the Uniform Commercial Code, not by the law of strict liability or other tort. Any claims, losses, or damages pertaining to a particular contract year, shall be made to SI Group, in writing, no later than thirty (30) days from the end of such contract year.
7. **TECHNICAL ADVICE AND OTHER SERVICES:** Buyer is responsible for the design, processing, testing and labeling of any product that Buyer makes using products purchased from SI Group. Buyer will not rely on anything on SI Group's website or any statement by SI Group about the suitability of products or services SI Group provides. Buyer has performed sufficient testing and analysis of products sold by SI Group in order to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer, and will not make any claim against SI Group based on SI Group's technical advice, statements, data, services or recommendations.
8. **TITLE TRANSFER:** Unless otherwise agreed, all product shipments are made FCA SI Group's plant (Incoterms 2020). If CPT, CIP, CFR or CIF delivery terms are used and only one location is specified, then such location shall be the destination to which SI Group must contract for carriage, while the delivery point at which risk of loss transfers to Buyer shall be the first carrier (or vessel for sea or inland waterway transport) onto which SI Group loads the products. SI Group may deliver against the Buyer's order an excess or deficiency of up to ten (10) percent of the weight or volume ordered, the Buyer to pay for the amount actually delivered. Title to all products shall pass from SI Group to Buyer at the same point that risk of loss of the products passes to Buyer in accordance with the applicable delivery term.
9. **DAMAGE, DELIVERY SHORTAGE OR LOSS IN TRANSIT:** No claim for any loss or damage caused by or suffered as a result of non-delivery or late delivery of a portion of a shipment or damage in transit will be entertained unless a separate notice in writing is given to the carrier and SI Group within three (3) days, and a complete claim in writing is made to SI Group within five (5) days of receipt of the products. In the case of non-delivery of a whole shipment, notice in writing must be given to the carrier and SI Group within ten (10) days of the date of dispatch. If products are accepted without being checked, the carrier's delivery book must be signed "not examined", in which case the products shall be deemed unconditionally accepted unless Buyer gives written notification to SI Group within the aforesaid three (3) day period. The products in respect of which any such claim is made shall be preserved intact as delivered for a period of fourteen (14) days from notification of the claim, within which time SI Group and the carrier shall have the right to attend at Buyer's works to investigate the complaint. Any breach of this condition shall not entitle Buyer to any allowance in respect of the claim.
10. **NOTIFICATION OF DEFECT:** SI Group must be notified in writing by Buyer of any product defects, non-conformity or otherwise, within ten (10) days from date of delivery of goods to Buyer. Failure to so notify SI Group will constitute unqualified acceptance of and a waiver by Buyer of its rights to make any claim of any nature whatsoever with respect to the product.
11. **FORCE MAJEURE:** SI Group shall not be liable for any failure to fulfill any terms or conditions herein if such failure is a result of factors beyond SI Group's reasonable control including, without limitation, any Act of God, fire, strike, lockout, riot, flood, epidemic, shortage of labor, shortage of, or inability to obtain, raw materials, fuel, equipment, or utilities, shortage of transportation, critical equipment failure, plant shutdown, terrorism, foreign or domestic wars or hostilities, arrests or restraints, embargoes or other import or export restrictions, action of any government, increase in or change in tariffs, duties, or other governmental charges, accidents of the seas, canals or river or navigation of vessels of whatever nature even when occasioned by negligence, default or error in judgment of the pilot, master, mariners or other servants of the vessel's owners, or from any other similar or different cause beyond SI Group's reasonable control. During the pendency of any force majeure event, SI Group's obligations will be suspended, and SI Group will have the right to omit any portion of the quantity of product deliverable hereunder. If the force majeure event continues for ninety (90) consecutive days, SI Group may terminate the agreement on written notice to the Buyer without liability.
12. **ENVIRONMENTAL REGULATION:** Buyer shall properly manage and dispose of all wastes and residues resulting from Buyer's use of materials in accordance with applicable laws. Should any material purchased from SI Group become unsuitable for its intended use, then Buyer becomes the "generator" of such waste, and Buyer is fully responsible for disposal in accordance with all existing Federal, State and local laws and regulations. Buyer bears all responsibility for, and agrees to indemnify, defend and hold SI Group harmless from, all liability and costs associated with the handling, possession, use, disposal or resale, whether alone or in combination, of products sold hereunder.
13. **RESPONSIBLE CARE®:** Responsible Care® (www.responsiblecare.org) principles outlined by the International Council of Chemical Associations are the basis for Product Stewardship practices that have been developed for the global chemicals industry. SI Group and its Affiliates around the world adhere to the principles and practices of Responsible Care and Product Stewardship and SI Group expects its customers to support and comply with these principles and practices as well. Buyer will (a) comply with all applicable statutory and regulatory requirements associated with the storage, transportation and use of the product and proper disposal of product waste and (b) inform SI Group promptly of (i) any complaints or reports relating to environmental, health, safety or security matters related to the product or to its storage or use; and (ii) any health, safety, environmental or security incidents or other such matters relating to the product that require notification or reporting to any governmental agency.
14. **SAFETY DATA SHEETS:** SI Group shall furnish Buyer with Safety Data Sheets for each product delivered hereunder. Buyer shall disseminate such information to all persons whom Buyer can reasonably foresee may be exposed to product related hazards including, but not limited to, Buyer's employees, agents, contractors and customers. Buyer shall defend and indemnify SI Group against any liability caused by Buyer's failure to disseminate such information.
15. **TAXES:** Prices are exclusive of any taxes, excises or governmental charges and any such taxes, excises or governmental charges (other than taxes on or measured by income) upon the production, sale, transportation, storage, handling, delivery, use, possession of or value added to products sold hereunder, or with respect to any material used in the manufacture thereof, which SI Group may be required to pay, including Superfund tax or any other government environmental tax or like charge, shall be paid by Buyer to SI Group in addition to the purchase price. Any increase in or any new or additional tax, excise or governmental charge imposed after the execution date of the attached agreement (other than taxes on or measured by income) upon the production, sale, transportation, storage, handling, delivery, use, possession of or value added to products sold hereunder, or with respect to any material used in the manufacture thereof, which SI Group may be required to pay, including Superfund tax or any other government environmental tax or like charge, shall be paid by Buyer to SI Group in addition to the purchase price.
16. **TERMINATION FOR CAUSE:** Either party may terminate the agreement upon thirty (30) days' prior written notice to the other party in the event (i) the other party is in breach of any material term of the agreement and fails to cure; (ii) of the institution by or against the other party of voluntary or involuntary proceedings in bankruptcy or under any insolvency law or law for the relief of debtors, or (iii) the other party passes a resolution for winding up its business (other than for the purpose of amalgamation or restructuring).
17. **GOVERNING LAW:** If either party to this agreement is located in the United States, (i) then this agreement shall be governed by the laws of the State of Texas, without regard to conflict of law principles that would result in the application of the laws of a different jurisdiction, and (ii) the parties irrevocably and unconditionally agree that the state and federal courts in Harris County, Texas, shall be the exclusive forum to settle and resolve any dispute arising out of or relating to this agreement and the parties hereby consent and submit to the jurisdiction of such courts. If neither party to this agreement is located in the United States, (i) then this agreement shall be governed by the laws of the country where the selling entity is located, without regard to conflict of law principles that would result in the application of the laws of a different jurisdiction, and (ii) the parties irrevocably and unconditionally agree that the state and federal courts in the country where the selling entity is located shall be the exclusive forum to settle and resolve any dispute arising out of or relating to this agreement and the parties hereby consent and submit to the jurisdiction of such courts. The parties waive any objection to such proceedings on the grounds of venue or that the proceedings have been brought in an inappropriate forum and each stipulates that such courts shall have in personam jurisdiction over them for the purpose of litigating any dispute. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
18. **CONFIDENTIALITY:** The price, quantity and quality of product and the duration of supply is confidential and shall not be disclosed to third parties unless required by law.
19. **COMPLIANCE WITH LAWS:** The obligations stipulated in the agreement shall be performed in an ethical manner, using sound business practices and in accordance with all applicable laws, including but not limited to, laws prohibiting commercial bribery, improper payments to public officials and money laundering. Buyer agrees to comply with all applicable laws and governmental decrees, rules, regulations and orders.

20. **EXPORT CONTROLS:** Buyer agrees to comply with all U.S. and local export control, economic sanctions, customs, and antiboycott laws, regulations, rules, and orders ("Trade Control Laws") and any end-user certificate Buyer provides and will only use SI Group product and any related technical data ("Items") for non-military, peaceful purposes. Buyer certifies that it is not, and is not owned directly or indirectly by anyone, listed on any prohibited persons list published by a U.S. government agency. Any Item's export classification made by SI Group shall not be construed as a representation or warranty regarding the proper export classification for such Items. Buyer agrees to promptly provide to SI Group such information and assistance, including end-user certificates, as SI Group may request. In addition to any other remedy it may have, SI Group may suspend and/or cancel the export and any post-delivery service if (a) SI Group has not received all requested export-related documentation and/or the governmental approvals that SI Group deems to be required, (b) SI Group believes that such activity may violate any Trade Control Laws or SI Group's own compliance policies, or (c) Buyer violates any of its commitments hereunder. Buyer must notify SI Group before providing to SI Group any technical data that is controlled under any Trade Control Laws. SI Group will not be liable to Buyer for any loss or expense if Buyer fails to comply with the provisions set forth herein. Buyer will fully indemnify SI Group and its representatives against any damages, costs, losses, liabilities, and/or expenses (including attorneys' fees and expenses) arising out of Buyer's non-compliance with this section, including Buyer's violation or alleged violation of any Trade Control Laws. This section will survive the expiration or termination of this agreement.
21. **RESTRICTIONS REGARDING SALES INTO RUSSIA:** In the event this agreement is between a seller incorporated or constituted under the law of a Member State of the European Union and a buyer incorporated or constituted in any third country outside the European Union, or in the event any business under this agreement is done in whole or in part within the territory of the European Union (including on board of any aircraft or any vessel under the jurisdiction of a Member State of the European Union), Buyer expressly agrees and acknowledges that any and all products, materials, equipment, technology, data, or other items sold, supplied, transferred, or exported by SI Group to Buyer under this agreement (the "Goods") are subject to export controls, economic sanctions, and other applicable laws and regulations, including those of the United States and the European Union. Buyer further agrees that it will not, directly or indirectly, re-export, sell, supply, transfer, or otherwise make available the Goods or any technical data related thereto to any person or entity incorporated, constituted or located in, or a national or resident of, the Russian Federation (hereinafter "Russia"), or for use in Russia, without first obtaining all necessary licenses or authorizations from the relevant government authorities. Buyer shall promptly notify SI Group of any actual or suspected misuse of the Goods or technical data. Any violation of this provision by Buyer shall be considered a material breach of this agreement and may, at SI Group's sole discretion, subject Buyer to immediate termination of this agreement and any other remedies available at law or equity. SI Group shall have no obligation to defend or indemnify Buyer for any claims, damages, or liabilities arising from or related to Buyer's breach of this section.
22. **NO USE OF SI GROUP'S MARKS:** Buyer shall not use SI Group's trade names, trademarks, logos or other similar identifying marks or characteristics without SI Group's prior written consent.
23. **NO RESALE:** Buyer represents that the products purchased hereunder are for Buyer's own use and consumption. Buyer will not resell products without prior written consent from SI Group.
24. **NOTICES:** Notice by either SI Group or Buyer will be made only by e-mail to the address set forth in the agreement with confirmation, or by letter addressed to the other party at its address in the agreement, and will be considered given as of (i) the time it is sent by e-mail, (ii) the business day immediately following the day on which it is deposited with a recognized overnight courier (postage or charges prepaid), or (iii) three (3) business days after being deposited with the U.S. Postal Service (postage or charges prepaid).
25. **WAIVER & SEVERABILITY:** Any failure by SI Group anytime, or from time to time, to require the performance by the Buyer of any of the terms of the agreement shall not constitute a waiver by SI Group of the particular terms and conditions and shall not affect or impair said terms or conditions in any way. Each of the provisions of the agreement shall apply to the full extent permitted by law, and the invalidity in whole or in part of any provisions shall not affect the remainder of such provision or any other provision.
26. **ASSIGNMENT:** The agreement shall not be assigned in whole or in part by Buyer or SI Group without the written consent of the other party, such consent not to be unreasonably withheld, delayed or conditioned; except that, no consent shall be required where the assignee is either (i) an Affiliate of a party or is a purchaser of or other successor to a significant portion of the assets used to manufacture the product sold to Buyer or (ii) a financial institution or other provider of financing in connection with a financing agreement (including receivables financing, factoring, and similar arrangements). Any purported assignment in violation of this clause shall be void.
27. **THIRD PARTY INTELLECTUAL PROPERTY RIGHTS:** In the event that SI Group manufactures the product in accordance with Buyer's express specifications, Buyer shall defend, or at Buyer's option, settle, any claim, demand, suit, or proceeding made or brought by a third party ("Claim") against SI Group, its Affiliates, directors, employees, and agents by any third party alleging that the product manufactured and provided by SI Group to Buyer in accordance with Buyer's express specifications infringes such third party's intellectual property rights. Buyer shall indemnify SI Group from any costs, damages, liabilities, losses, claim, demand, judgement or settlement and expenses (including reasonable attorneys' fees) finally awarded against SI Group as a result of, or for amounts paid by SI Group under a court-approved settlement of, any such Claim. The foregoing obligations do not apply to the extent a Claim arises from SI Group's manufacture and provision of the product in a manner inconsistent with the express specifications provided by Buyer.
28. **RELATIONSHIP BETWEEN THE PARTIES:** It is expressly agreed that Buyer and SI Group are independent contractors and that the relationship between Buyer and SI Group does not and shall not constitute a partnership, joint venture, or agency. Neither party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior written consent of such other party.
29. **SURVIVAL:** All rights accruing prior to the expiration or other termination of the agreement will survive such expiration or termination.
30. **ENTIRE AGREEMENT:** These Standard Conditions of Sale, together with the terms of the attached agreement, shall constitute the entire agreement between the parties. In the event of an inconsistency between the specific terms of the attached agreement and the terms of these Standard Conditions of Sale, the specific terms of the attached agreement shall govern.