



## GENERAL TERMS AND CONDITIONS OF SALE

- 1. General.** These General Terms and Conditions of Sale ("GTCS") shall apply to and be incorporated in all orders, offers, confirmations and agreements between seller ("Seller") and the business, entity, company or person(s) purchasing any product(s) from Seller ("Buyer"), as each Buyer and Seller are identified in Seller's written quotation, confirmation or invoice respective to such purchase; provided, any express written agreement to the contrary executed by Seller and Buyer shall supersede any conflicting term or condition stated herein. Other terms and conditions presented by Buyer shall have no controlling or legal effect, whether contained in Buyer's purchase orders, invoices, bills of lading, confirmations, or any other documentation (whether in written or in electronic form), nor shall prior dealings or usage in the trade in any way affect these GTCS or any other agreement between Buyer and Seller. Seller and Buyer may hereinafter be referred to, individually, as "Party" and collectively, as "Parties".
- 2. Acceptance.** Any order or contractual offer shall be subject to acceptance by Seller, and shall not be considered a binding agreement on Seller unless and until so accepted in writing by Seller or by Seller's full performance thereof. Prior to Seller's performance of any agreement, Seller shall have the right to demand Buyer's written guarantee or security for the fulfillment of Buyer's obligations under an applicable agreement and these GTCS. Failing this, Seller shall have the right, without liability or prejudice, to terminate such agreement in whole or any part thereof not yet performed.
- 3. Pricing.** Regardless of the time of Buyer's offer and unless otherwise agreed by the Parties in writing, product pricing shall be based on Seller's then-current pricing in effect on the earlier of the date in which Seller dispatches its acceptance of or fully performs on Buyer's offer. Following the conclusion of the Parties' agreement, Seller may adjust any product pricing as deemed reasonable by Seller. Local, state, federal and foreign taxes, assessments and tariffs, packaging, loading, freight, duties customs, insurance, shipping and handling charges assembly and/or other services or taxes shall be stated under the invoice, if any and as applicable. No sale of the product shall be a sale by sample.
- 4. Payment.** Payment shall be made in the currency specified by Seller, without any discount or set-off by Buyer, and must be delivered to Seller within the period for payment stated in the invoice or, if not stated, within net thirty (30) days from the invoice date. Time for payment shall be of the essence. Buyer shall notify Seller in a detailed writing, within net fourteen (14) days of the applicable invoice date, of any good faith claim, dispute or complaint(s) made by Buyer relating to the payment of such invoice; the absence of which all such claims, disputes or complaints shall be waived. Seller shall have the right to demand full or partial payment in advance or postpone subsequent deliveries for as long as any previous delivery remains unpaid, or if Buyer fails to provide adequate security. Any owing amounts remaining due and payable following the invoice due date (without proper submission of good faith, written notice to Seller) are subject to (i) a late payment interest service charge of the higher of one percent (1%) per month for each month (or fraction thereof) that payment is not received by Seller, or the maximum percentage allowed by applicable law, and (ii) if applicable, a fixed indemnity payment to Seller for recovery costs in an amount as specified pursuant to applicable legislation. In the event payment under an agreement is not paid when due, Buyer will be in material default of the agreement and these GTCS, and Seller may invoke all rights and remedies available. If Buyer fails to meet its obligations, all extra-judicial costs reasonably incurred to obtain the performance of such obligations, damages, and other compensation shall be charged to Buyer. Such costs may include, without limitation, the costs of collection agencies, process servers and attorneys. If a court of law or adjudicating authority fully or substantially awards judgment against Buyer and its decision has become final, Buyer shall be under a duty to reimburse Seller for all judicial costs incurred at all preliminary, trial and appellate levels including, without limitation, any amounts not awarded by the court or adjudicating authority.
- 5. Taxes and Duties.** Seller shall honor legally valid declarations evidencing an exemption from taxes, duties and/or levies if submitted by Buyer in a timely manner. Deliveries exempt from excise duties, levies and/or taxes made at Buyer's request, where Seller prepared the customs or excise duty documents based on Buyer's information, shall be the sole responsibility and liability of Buyer. Buyer shall fully indemnify and hold Seller and Seller's affiliates, officers, employees, agents and contractors (collectively, the "Indemnified Persons") harmless against all claims, demands, allegations expenses, liabilities, duties, taxes, fines, losses, damages, and costs (collectively, the "Demands") arising from or related to incorrect or insufficient data having been provided for the clearance of documents or of other irregularities in the field of customs, taxes, duties or VAT legislation, regardless of whether any mistake or fact is attributable to a specific Party. If any product is authorized for resale by Buyer, Buyer shall ensure that new customs and/or excise duty documents are updated as necessary. The Buyer shall, if so requested, inform Seller of the date of clearance, the customs office where clearance was obtained, and any substitution of customs or excise duty documents.
- 6. Quantity.** Unless notified otherwise by Buyer pursuant to the inspection conditions set forth herein, Seller's determination of quantity delivered shall be binding. The Buyer shall be entitled to have a representative present at the time of Seller's quantity determination. Specifications from Buyer regarding the maximum capacity of and liquid level in any Buyer's storage tank(s) and the nature of the product contained therein shall be relied upon and deemed accurate. The consequences of any inaccurate specifications shall be for the account of Buyer. Buyer shall fully indemnify and hold harmless the Indemnified Persons against all Demands arising from or related to materials undisclosed to Seller contained in the storage tank and storage tank overflow occurring during the course of a delivery due to Buyer's inaccurate specification or instruction.
- 7. Deliveries.** All deliveries shall be Ex Works (Incoterms® 2010) Buyer's address, unless otherwise agreed by the Parties in writing. Notwithstanding, if applicable, Seller shall be entitled to determine the route and manner of delivery. Should any vehicles or means of transport used by or on behalf of Seller be unable to reach the agreed delivery site using their own power, the product shall be delivered to the nearest accessible location chosen in Seller's sole discretion. The person(s) delivering the product on behalf of Seller shall not be required to ascertain in advance whether Buyer can take delivery of such product. Buyer shall provide appropriate and safe unloading facilities compliant with applicable laws, rules, ordinances and regulations. If Buyer would like Seller to provide Buyer with loading documents, Buyer is to send written instructions to Seller at least five (5) working days prior to the estimated delivery date. Seller shall not be liable for failure of discharge implements or unloading vehicles or equipment unless supplied by Seller. If Buyer is responsible for collecting and transporting the product, then at Buyer's risk and expense, Buyer shall promptly arrange for such collection once Seller notifies Buyer that the product is ready for collection. Buyer shall provide the appropriate means of transport including, without limitation, ships, railway carriages, lorries and containers. Buyer shall ensure that the means of transport is clean and dry, suitable for loading and transporting the product in question, and fully comply with all safety, technical and other requirements that Seller and/or the local government(s) may impose. Seller is not obligated to inspect the means of transport provided by or on behalf of Buyer prior to loading. Buyer shall fully indemnify and hold the Indemnified Persons harmless against all Demands arising out of or related to Buyer's collection, transportation and Buyer's means of transport. Seller shall be entitled to refuse to load or have loaded any means of transport not compliant with the applicable safety, legal and technical requirements. Should transportation, collection or delivery be inexcusably delayed or impeded by Buyer, or if Buyer refuses to take prompt collection or fails to provide the information or instructions necessary for delivery, Buyer shall be liable for and shall reimburse (as applicable) Seller for any additional delivery, storage, insurance, demurrage and other ensuing and related costs arising therefrom.
- 8. Delivery Time.** Delivery times are approximate and shall not be of the essence. Seller shall not be liable for any damage, loss or expense whatsoever resulting from late delivery. In the event of a delayed delivery, Seller shall be granted reasonable additional grace time to satisfy its obligations. If such grace period is exceeded, Buyer shall be entitled to terminate the applicable agreement. For product delivered in instalments, delay or failure by Seller to deliver any one or more instalments or any claim or complaint made by Buyer shall not excuse Buyer's performance or entitle Buyer to reject or cancel any further instalments or to cancel any further agreement.
- 9. Returns.** Product may only be returned upon Seller's prior written consent and in accordance with Seller's reasonable instructions with regard to packaging and transportation.
- 10. Packaging.** Unless agreed otherwise or required by law, and except where packaging is provided on loan to Buyer, the costs of the usual and customary packaging of the product shall be included in Buyer's invoice, and Buyer shall acquire ownership of the packaging concurrently with the transfer of title to the product to Buyer. Packaging provided by Seller shall exclusively be used as packaging material for the product supplied by Seller. If Buyer inappropriately uses the packaging for alternative means, allows it to be used for any other purpose, or disposes of the packaging, Buyer shall fully indemnify and hold Seller harmless against all Demands arising from or related to in respect thereof. Buyer shall comply with all applicable authoritative laws, ordinances, regulations and rules governing the re-use or disposal of packaging or product and shall ensure Seller's proprietary notices are removed prior to such disposal or re-use. Seller shall not be obligated to take back, receive or process any delivered packaging materials, unless the law so requires or as agreed in writing by Seller.
- 11. Title and Risk of Loss or Damage.** Risk of loss to the product shall pass to Buyer per the description agreed by the Parties in writing, or otherwise in the Incoterm® specified in these GTCS. Seller shall retain title to any product delivered or scheduled to be delivered until Seller receives full payment for the product and any other costs, fees or amounts outstanding that arise from or relate to these GTCS or any other agreement between Seller and Buyer. Until title passes, Buyer holds the product on behalf of Seller as bailee and agrees to (i) keep the product free from any charge, lien or other encumbrance and shall keep the product identifiable, (ii) not remove proprietary notices, (iii) provide a date stamp or data certa on any contract and invoice related to the product, and (iv) keep the product separate from other property in Buyer's possession. For purposes of repossessing any of the product, Seller shall be entitled to enter any land and/or buildings or structures where the product may be situated. All costs incurred by Seller in repossessing the product shall be paid by Buyer.
- 12. Inspection; Defects or Non-Conformities.** Upon receipt of any product, Buyer shall inspect such product for defects and shall ascertain through reasonable visual inspection that (i) the correct product was delivered, (ii) the quantity is accurate, and (iii) where applicable, the labels or other documents relating to the product correspond to the product ordered. If Buyer discovers that any product does not conform to an agreement or Seller's published product specifications, Buyer shall, before any of the product has been consumed, resold, altered or processed, notify Seller in writing within net thirty (30) days (net ninety (90) days for non-latent defects) from the delivery date of such product. Such notification shall provide detailed



information as to the claimed variation, defect or shortage, and Buyer shall afford Seller a reasonable opportunity to inspect the product. Buyer's failure to adhere to the terms of this Section shall constitute a waiver by Buyer of all claims based on any variation, defect or shortage of any product, and shall be conclusive evidence that Seller has satisfactorily performed its obligations under the applicable agreement. For clarity, any variation reported by Buyer falling within a one percent (1%) range of the published specifications of Seller shall not be regarded as a defect or constitute non-performance by Seller; in addition, shortages reported by Buyer of less than one percent (1%) of the gross weight of a bulk shipment shall not constitute Seller's non-compliance or non-performance of the agreement. The exclusive remedy for any shortage, defective or non-compliant product manufactured, distributed, packaged, and delivered by Seller, whether or not arising from negligence or any other cause, shall be limited to, at Seller's sole discretion, either (i) the product being replaced at the original point of delivery, or (ii) a credit or refund of sales price in proportion to the defect(s) to which the claim relates including, without limitation, transportation costs and taxes. At Buyer's risk and expense, Seller may require Buyer to return the product to Seller before Buyer shall be entitled to any replacement, credit or refund. Should an actual defect or non-conformity be verified by Seller, reasonable costs to return the defective or non-conforming product shall be reimbursed to Buyer by Seller. The foregoing remedy shall not apply to product comingled with non-Seller material, product damaged during Buyer's transit, or to product damaged or lost due to Buyer's willful misconduct, negligence, improper storage, environmental conditions, or failure to follow Seller's oral or written instructions. SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES AND ALL SUCH WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR OR SPECIAL PURPOSE, NON-INFRINGEMENT OR SKILL AND CARE.

**13. Limitation of Liability.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN ANY AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE AND EVEN IF THE PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE LIMITATIONS IN THIS SECTION SHALL APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE INCLUDING, WITHOUT LIMITATION, ACTIONS ARISING OUT OF CONTRACT LAW. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY FOR WHICH SELLER MAY BE LIABLE UNDER ANY AGREEMENT, REGARDLESS OF THE CAUSE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE AFFECTED PRODUCT ACTUALLY PAID OR PAYABLE TO SELLER HEREUNDER. SELLER SHALL HAVE NO LIABILITY FOR THE NEGLIGENCE OR INTENTIONAL ACTS AND OMISSIONS OF ANY THIRD PARTY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE LOSS OF PROPERTY, DEATH OR INJURY RESULTING SOLELY FROM A DEFECTIVE PRODUCT MANUFACTURED, DISTRIBUTED AND PACKAGED EXCLUSIVELY BY SELLER OR A PARTY'S WILLFUL MISCONDUCT, FRAUD OR GROSS NEGLIGENCE.

**14. Additional Advice and Services.** Seller shall observe due care in rendering advice or services regarding the product. Seller shall not, however, be liable in any regard for Demands alleging the advice or services were defective unless the Demands result solely from Seller's willful misconduct or gross negligence.

**15. Safety, Health and Indemnity.** Seller shall provide Buyer with Safety Data Sheets, including warnings and safety and health information concerning the product (and/or its packaging) sold under an agreement. The Buyer agrees to provide such information warning of possible hazards to those persons with whom Buyer can reasonably foresee may be exposed to such hazards, including but not limited to Buyer's employees, agents, contractors and customers. Buyer shall fully indemnify and hold the Indemnified Persons harmless against all Demands arising out or related to Buyer's or any of Buyer's end user's use of the product (or any component thereof) where (i) Buyer failed to provide adequate hazard warnings or safety or health information concerning the product, (ii) Buyer failed to adhere to any applicable law, rule, ordinance, or regulation, (iii) Buyer is in breach of an agreement or these GTCS, (iv) the product (any portion thereof) was substituted, modified, changed, or comingled or combined with any other non-Seller material or substance without Seller's written consent, or (v) when combined with any non-Seller substance or material, the product infringes upon any third party intellectual property right.

**16. Force Majeure.** Excluding Buyer's payment obligations under an agreement or these GTCS, any whole or partial, temporary or permanent, delayed, obstructed or impeded performance by Seller or Buyer shall be excused without liability on the occurrence of a Force Majeure Event until such Force Majeure Event ceases. A "Force Majeure Event" shall mean circumstances beyond a Party's foreseeable or commercially reasonable control, including, without limitation, those related to: war, acts of terrorism, acts of God, embargoes, actions or requests of any government, changes in any applicable law, rule or regulation, foreign or domestic, or any agency or subdivision thereof, strikes, labor disputes, casualties, fires, accidents, any impediments, changes, difficulties or restrictions whatsoever on the production, manufacture, supply (including any change in distance of the supply routes), receipt, transportation, exportation and/or importation of raw or auxiliary materials, labor, fuel, parts or machinery for the product, and stock shortages. The Party experiencing a Force Majeure Event shall promptly notify the other Party in writing of the circumstances giving rise to such occurrence. If the period during which a Party cannot fulfill its obligations due to a Force Majeure Event exceeds or will exceed net sixty (60) days, either Party shall be entitled to terminate the affected agreement, without any liability or obligation to pay Demands to the other Party, based on such Force Majeure Event termination.

**17. Termination.** Unless otherwise prohibited by applicable law, in Seller's sole discretion and without liability therefor or prejudice to any other right or remedy available to Seller, Seller shall be entitled to suspend performance or to terminate an agreement by notifying Buyer writing, in the event: (i) Buyer is placed in receivership, declared bankrupt, files a petition for its own bankruptcy or liquidation, requests a general suspension of payment, makes an assignment for the benefit of creditors, becomes insolvent, or ceases its business in any other manner, (ii) where changed circumstances make performance of an agreement impossible or so burdensome and/or disproportionately costly that Seller's compliance with an agreement cannot reasonably be required, or (iii) Seller reasonably believes that Buyer is or will be unable to meet its obligations under an agreement, and Buyer fails to offer adequate security for the performance of its obligations. Either Party may terminate an agreement if (i) the other Party materially defaults in complying with any of its obligations herein or under any agreement and fails to remedy such default within net thirty (30) days (net ten (10) days for payment obligations) following receipt of written notice to cure. Should any agreement be terminated for any reason, all debts and/or payments owed to Seller by Buyer for Seller's full or partial performance shall become immediately due. Regardless of the conclusion of any agreement, obligations hereunder concerning confidentiality, indemnification, limitations of liability, language, forum, and those by their nature and context intended to continue shall so survive, and these GTCS shall continue to survive and apply to all aspects arising from or related to an agreement and delivery or service(s) already (in whole or in part) performed or received by Buyer.

**18. Language; Law and Forum.** English shall be the controlling language of any dispute and any interpretation of these GTCS and any other agreement. Any translation into any other language is for convenience only and shall have no legal or other effect. Subject to any written agreement to the contrary, these GTCS and any other agreement concluded by Buyer and Seller, and any disputes arising therefrom, shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles; Buyer irrevocably waives all objection to and submits to the venue of Pennsylvania in any suit, action or proceeding arising hereunder. English shall be the controlling language of any dispute and any interpretation of this Agreement. Application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

**19. Confidential Information.** Buyer shall refrain from using or exploiting any Confidential Information for any purposes or activities other than those specifically authorized by Seller in writing. The Buyer shall not disclose any Confidential Information to any third party without the prior written authorization of Seller. The Buyer shall protect and keep any Confidential Information secret at all times and shall implement effective security procedures in order to avoid disclosure or misappropriation of any Confidential Information. For the purpose of this Article, "Confidential Information" shall mean and include any data, material, process, or information in any form whatsoever that is not in the public domain, including know-how and trade secrets, relating to, or contained or embodied in, any Seller products and/or the business or affairs of Seller, but excluding where Buyer has paid Seller in full for title of such. Any data, material, process and information shall be considered to be Confidential Information hereunder (i) if Seller has marked them as such, (ii) if Seller, electronically, orally or in writing, has advised the Buyer of their confidential nature, or (iii) if, due to their character or nature, a reasonable person in a like position and under like circumstances would treat them as confidential.

**20. Miscellaneous.** Neither Buyer nor Seller may assign any of its rights or obligations arising from an agreement or these GTCS without the written consent of the other Party, on the understanding that Seller may assign its obligations under an agreement to any corporation, subsidiary or affiliate of Seller subject to prior written notice to Buyer. If Seller and Buyer are unable to settle any claim, demand, accusation, expense or damage, or the like arising hereunder or from an agreement or any breach thereof, Buyer must bring legal action within one (1) year of such cause of action having arisen, failing which all relevant claims shall become barred. Buyer agrees to maintain insurance coverage in the amount and type(s) reasonably necessary to insure incident(s) and/or Demands arising from or related to these GTCS and any agreement, and shall name Seller as an additional insured. Nothing contained in these GTCS nor any agreement made by Seller may be modified or waived except as agreed to in writing by Seller. Seller's delay, omission or failure to enforce any right, power, or remedy shall not be considered a waiver of any such right, power or remedy, nor shall it impair the exercise thereof by Seller at any time thereafter. The rights or remedies set forth herein are in addition to any other rights or remedies Seller may have at law or in equity. If any provision of hereunder and/or in any agreement shall be contrary to the laws or jurisdiction in which the same shall be sought to be enforced, the illegality or unenforceability of any such provision shall not affect the other terms, covenants, terms or conditions hereof, and the remainder of these GTCS and/or an agreement, other than that part held to be illegal or unenforceable, shall be valid and enforced to fullest extent permitted by law. No rule of construction applies to the disadvantage of Seller on the basis that Seller put forward these GTCS or any part of an agreement. Buyer represents and warrants that it shall comply with all applicable laws in connection with undertaking its obligations and it understands and shall comply with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and all other applicable anti-bribery and anti-corruption laws of the jurisdictions under which Buyer is or may be acting hereunder or under any agreement.