All orders for product (“Product”) are subject to written acceptance by the Roehm America LLC entity that is to sell the Product (“Seller”), and to ongoing credit approval. The complete and exclusive agreement between Seller and buyer (“Buyer”) is contained in these Terms and in other document(s), if otherwise, is given gratis by Seller and thereof. Subjects and/or sales or rental of any Product shall be subject to Buyer’s acknowledgment or shipping confirmation, whether or not such terms or conditions are signed by Seller and Buyer, and shall also become part of the Contract. BUYER’S SUBMISSION OF ANY PURCHASE ORDER OR LIKE DOCUMENT (“ORDER”) NOT SPECIFICALLY AGREED TO BY SELLER IN WRITING IN ADVANCE IS HEREBY REJECTED, AND AUTOMATICALLY CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS (“TERMS”); ALL ADDITIONAL, MODIFIED, OR CONFLICTING TERMS AND CONDITIONS ON BUYER’S ORDER, INCLUDING ACKNOWLEDGEMENT OF ORDER RECEIPT, OR SELLER’S RECEIPT OF ANY PAYMENT, AS WELL AS THE RIGHTS AND OBLIGATIONS OF SELLER AND BUYER, SHALL BE EXCLUSIVELY GOVERNED BY THESE TERMS (AND, IF APPLICABLE, THE REMAINDER OF THE CONTRACT).

1. ACCEPTANCE/PRICE/PAYMENT: Except as stated therein, quotations are held open for only (30) days from the date on the quotation. Prices quoted will be firm for orders scheduled by Seller to be delivered within sixty (60) days after the quotation date; otherwise, Seller reserves the right to apply prices in effect, including any applicable tariffs, at the time of delivery, including any surcharges applicable to the cost of production, distribution or storage of Product. Prices do not include sales, use, excise, or other similar taxes or governmental charges, and all such present and future taxes and charges will be paid by Buyer. If any government action, order, or request prevents Seller from adjusting or continuing in effect the price stated in the Contract, Seller shall have the right to cancel the Contract with respect to all or a portion of Product deliverable thereunder, without any liability whatsoever. Each delivery of Product is a separate and independent transaction, and payment for each delivery shall be made accordingly. Payment is due thirty (30) days after invoice date. All payments are to be made in United States currency in full, and are not subject to set-off, recoupment, abatement, counterclaim or any other adjustment. No Product order shall be cancelled except with the written consent of Seller.

2. DELIVERY: Delivery to Buyer of Product, and corresponding transfer of title of and all risk of loss of Product, shall occur upon Seller’s placing of Product onto the car at Seller’s shipping point or as otherwise agreed to in the Contract (the “Delivery Point”). Delivery dates, where stated, are approximate and shall not be construed or enforced. Seller reserves the right to determine with or without notice (i) its compliance with any governmental law, regulation, order or action (whether valid or not), actions or failure to act by Buyer’s suppliers or third parties, natural disaster, weather conditions, or shortages or of inability to obtain (upon Seller’s usual terms and from its usual sources of supply) suitable or sufficient energy, labor, materials, parts, or other resources or services, (ii) inability or the failure to deliver or to charge prices, if at any time during the delivery period, it shall determine such delivery or such prices, if at any time during the delivery period, the Contract that is affected by a Force Majeure event may, in Seller’s sole and absolute discretion, be eliminated and/or suspended from the operation of the Contract (with the elimination and/or suspension of Buyer’s corresponding obligations), but such Contract shall remain otherwise unaffected. (b) in no event shall Seller be required to acquire alternative product and/or services from a third party in the event of a Force Majeure. If Seller is unable to supply the quantity of Product stated in the Contract, it may in its sole discretion, without any liability, allocate its available supply among any or all purchasers, as well as itself and its affiliates, in a manner that it determines in good faith to be fair and reasonable. If, in Seller’s sole and exclusive good faith judgment, (i) its compliance with any governmental law, regulation, order or action (including but not limited to those relating to environment, energy, occupational safety and health, toxic substances, product safety, packaging, consumer protection or transportation) renders the production, marketing or transportation of the Product economically, commercially or legally impractical, dangerous, or illegal, or (ii) Seller determines that the Product (or any related component or process, by it or by its affiliates, or Buyer or any of Buyer’s customers, may breach, violate or infringe any patent or intellectual property right, Seller has the right without liability to discontinue or limit its production or sale of Product hereunder.

4. PRODUCT SAFETY: BUYER COVENANTS AND AGREES TO TRANSPORT, STORE, HANDLE, USE, DISPOSE OF AND OTHERWISE DEAL WITH PRODUCT SAFELY AND IN STRICT COMPLIANCE WITH ALL LAWS AND REGULATIONS AND ALL APPLICABLE STANDARDS OF CARE, INCLUDING IN A MANNER LESS STRINGENT THAN AS SET FORTH IN SELLER’S LABELS, MATERIAL SAFETY DATA SHEETS AND OTHER SAFETY AND HEALTH INFORMATION. Seller does not warrant the safety of the Product or its use, neither alone or in combination with any other substance or in any process or method thereof. Buyer assumes all responsibility for warning its employees, customers, and contractors of any hazards associated with the Product, including those arising from incorporation of the Product into other substances or uses. Buyer shall indemnify, defend and hold Seller harmless from any and all claims, proceedings, damages, costs, fees, expenses, or liability of any kind resulting from, caused by, or in any way arising out of, the use, or to any present or future patent, patent application, know-how, copyright, trademark, trade secret or other proprietary right. Buyer’s policies concerning social, safety and environmental matters can be found at www.roehm.com/en/who-we-are. Seller expects that all parties in its supply chain and anyone using Seller’s products for other than an end use similarly meet such standards. Buyer shall not permit any assignment, delegation, or transfer of any of its rights or liabilities hereunder except to assignees of Buyer and Seller; provided, however, that Buyer shall not, directly or indirectly, and without the prior written consent of Seller, assign its rights or liabilities hereunder to any Person except to an assignee that (a) is in compliance with all applicable legal requirements, (b) has the creditworthiness of Buyer, (c) agrees to be bound by these Terms, and (d) agrees to indemnify, defend and hold harmless Seller and its affiliates from and against any and all claims, proceedings, damages, costs, fees, expenses, or liability of any kind resulting from, caused by, or in any way arising out of, the use or to any present or future patent, patent application, know-how, copyright, trademark, trade secret or other proprietary right.

5. WARRANTY: SELLER MAKES NO WARRANTY OF, AND SHALL HAVE NO LIABILITY FOR, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF SELLER IS AWARE OF SUCH PURPOSE) OR OTHERWISE, WHETHER EXPRESS OR IMPLIED, AT LAW OR IN EQUITY OR OTHERWISE, OTHER THAN THAT (A) THE PRODUCT, UPON DELIVERY AT THE DELIVERY POINT AND NOT ALTERED OR MODIFIED BY BUYER OR ANY THIRD PARTY, SHALL MEET THE SPECIFICATIONS STATED IN THE CONTRACT, AND (B) SELLER SHALL TRANSFER TO BUYER GOOD TITLE TO PRODUCT. IF NO DELIVERY DATE IS STATED, DELIVERY DATE WILL BE AT SELLER’S DISCRETION FOR THE TIME AND PLACE OF MANUFACTURE. NO OTHER WARRANTY OR LIABILITY WHATSOEVER, EXPRESS OR IMPLIED, AND WHETHER ARISING BY OPERATION OF LAW, STATUTE OR CUSTOM, SHALL APPLY, SPECIFICALLY INCLUDING, BUT NOT LIMITING TO LIMIT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTY, AND SELLER IS NOT RESPONSIBLE OR LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT WILL SELLER BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH, ANY ACTUAL OR ALLEGED BREACH BY BUYER OF ITS OBLIGATIONS UNDER THE CONTRACT, AND also from Buyer’s transportation, use, storage, handling, disposal, resale or of other dealing with Product.

7. LIMITATIONS OF ACTIONS: Subject to Paragraph 5, Buyer’s right to commence a legal action arising out of or in connection with the Contract or the Product expires one (1) year after the cause of action has accrued. Buyer hereby waives any otherwise applicable statute of limitations. Failure by Buyer to commence a legal action within one year forever bars Buyer from commencing any legal action with respect thereto.

9. BUYER’S DEFAULT/CREDIT/COLLECTION: The following constitute Buyer’s default: (i) non-payment in timely fashion of Buyer’s indebtedness to Seller; (ii) Buyer’s bankruptcy, insolvency, or assignment for the benefit of creditors; or (iii) Buyer’s material breach of the Contract. In the event of default, Seller may declare all unpaid balances due. In addition, notwithstanding any prior credit approval, if at any time Seller in its sole and exclusive good faith judgment determines Buyer’s credit or payment history to be unacceptable, Seller reserves the right, among other remedies and remedies, to refuse to apply prices in effect, including any applicable tariffs, at the time of delivery, including refund, or to any present or future patent, patent application, know-how, copyright, trademark, trade secret or other proprietary right.

10. COMPLIANCE: Seller’s policies concerning social, safety and environmental matters can be found at www.roehm.com/en/who-we-are, Seller expects that all parties in its supply chain and anyone using Seller’s products for other than an end use similarly meet such standards. Buyer shall not permit any assignment, delegation, or transfer of any of its rights or liabilities hereunder except to assignees of Buyer and Seller; provided, however, that Buyer shall not, directly or indirectly, and without the prior written consent of Seller, assign its rights or liabilities hereunder to any Person except to an assignee that (a) is in compliance with all applicable legal requirements, (b) has the creditworthiness of Buyer, (c) agrees to be bound by these Terms, and (d) agrees to indemnify, defend and hold harmless Seller and its affiliates from and against any and all claims, proceedings, damages, costs, fees, expenses, or liability of any kind resulting from, caused by, or in any way arising out of, the use or to any present or future patent, patent application, know-how, copyright, trademark, trade secret or other proprietary right.

12. WAIVER/SEVERABILITY: (a) Seller’s failure in any instance to insist upon strict performance of any provision of the Contract will not constitute a continuing waiver of such provision, or a waiver of any other provision. No waiver by Seller shall be deemed to arise from any instance of default or other breach by Buyer unless it is set forth in a separate writing specifically identifying the matter waived and signed by Seller. (b) If any portion of the Contract is held to be wholly or partially invalid, the valid remaining provisions shall not be affected. (c) In the event of any breach, default, or other act of violation of the Contract, Seller reserves the right to apply its own judgment to the interpretation and enforcement of such provision expressly states that it will supersede these Terms. Paragraph headings are exclusively for reference purposes, only. Seller and Buyer hereby irrevocably submit to the
exclusive jurisdiction of the federal and state courts located in the State of New Jersey for the resolution of any suit, action or proceeding, whether by way of claim or counterclaim, under the Contract, and Buyer agrees not to assert any defense to any suit, action or proceeding initiated by Seller based upon improper venue or inconvenient forum. BUYER AGREES THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER BY WAY OF CLAIM OR COUNTERCLAIM, BROUGHT BY IT RELATED TO THE CONTRACT SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. BUYER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.