

ALTA Performance Materials General Terms and Conditions of Sale (USA)

Orders are accepted and sales made subject to the provisions of any existing written contract between ALTA Performance Materials US LLC (or any of its affiliates from time to time) ("Seller") and the purchasing entity ("Buyer"), or if no such agreement exists, subject to these Terms and Conditions of Sale. Should a contract exist, these Terms and Conditions of Sale shall supplement, but in case of conflict, the existing written contract shall prevail. All Buyer terms contained on any purchase order, other ordering document or sent by Buyer shall not apply and are rejected.

1. **PAYMENT.** Unless otherwise provided on an invoice, all payments are due thirty (30) days from date of invoice. All amounts payable must be paid without deduction or discount. Late payment is subject to interest at the lower of 18% per year or the maximum rate allowed by law. Seller retains and Buyer agrees a security interest in Product sold until Seller is paid in full.

2. **CREDIT RISK.** If at any time the financial status or credit risk of Buyer is unsatisfactory to Seller, Seller may require cash or security satisfactory to Seller prior to subsequent shipments or deliveries. The election by Seller to require such cash or security shall not affect the obligation of Buyer to take and pay for the Product. Buyer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Seller in the collection of any sums payable by Buyer to Seller. Seller may set off any amount which Seller or any of Seller's affiliates owes at any time to Buyer or any of Buyer's affiliates, against any amount payable at any time by Buyer hereunder.

3. **DELIVERY.** Buyer accepts Seller's point-of-shipment weights and measurements, unless proven incorrect. Unless otherwise specified, all Product is delivered EXW Seller's location.

4. **WARRANTY.** Seller warrants that product or services sold ("Product") will conform to Seller's specifications and Seller will convey good title, free from any lien or encumbrance. SELLER MAKES NO OTHER WARRANTY REGARDING QUALITY OR PERFORMANCE OF PRODUCT. THERE IS NO IMPLIED WARRANTY THAT THE PRODUCT WILL BE MERCHANTABLE OR FIT FOR BUYER'S PARTICULAR USE OR PURPOSE. Buyer shall confirm the accuracy of all shipments as to Product identity, quantity and quality upon receipt, and Buyer waives all claims unless made in writing to Seller within thirty (30) days of receipt of Product.

5. **REMEDIES.** Seller's sole liability and Buyer's exclusive remedy for non-conforming Products shall be replacement of the Product or refund of the purchase price (at Seller's option). Seller shall reimburse reasonable direct costs incurred by Buyer for shipping, storing, handling or disposing of non-conforming Products. No claims will be recognized for Product disposed of or returned without Seller's consent, and no shipping costs will be paid unless previously authorized in writing. IN NO EVENT SHALL SELLER BE LIABLE FOR OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

6. **PRODUCT INFORMATION.** Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning Product including the Safety Data Sheets for the Product, and Buyer agrees to forward such information to its employees, independent contractors, agents, customers and others who unload, handle, store, transport, dispose, use or resell the Product.

7. **BUYER'S USE.** Buyer agrees that it has independently determined the suitability of the Product for its application or use and assumes all responsibility for the results obtained by use of the Product whether alone or in combination with other materials.

8. **STORAGE AND USE.** Buyer will comply with all laws and regulations pertaining to handling of Product. Buyer assumes all risks and liability arising out of Buyer's unloading, handling, storage, transportation, disposal, use and resale of the Product.

9. **INDEMNITY.** Buyer agrees to defend, indemnify and hold Seller, its affiliates, successors and assigns, officers, directors, shareholders, employees, independent contractors and agents harmless against claims by third party (including Buyer's employees and customers) arising out of Buyer's unloading, handling, storage, transportation, disposal, use or resale of the Product.

10. **FORCE MAJEURE.** Neither party shall be liable for any delay in performance or non-performance for any cause beyond the reasonable control of the party affected.

11. **TAXES.** Buyer shall pay all applicable taxes, fees or charges with respect to the storage, sale, use or transportation of the Product.

12. **EXPORT COMPLIANCE.** If Buyer exports or re-exports the Product, it is Buyer's responsibility to ensure compliance with all applicable U.S. export laws including, but not limited to, obtaining any required export license or other permission.

13. **SANCTIONS AND ANTI-CORRUPTION.** Each Party must ensure compliance with all applicable sanctions, export-control, anti-bribery, and anti-corruption laws. If any Party or its affiliates become subject to sanctions, is designated or breaches these laws, the other Party may terminate this Agreement immediately without liability. Parties must cooperate in investigations of suspected violations.

14. **ASSIGNMENT:** Seller may assign or transfer any rights under this agreement to any invoice factoring facility without prior consent of Buyer

15. **ENTIRE AGREEMENT.** These terms constitute the entire agreement between the parties and no oral evidence, course of dealing, performance or other provision shall be applicable.

16. **GOVERNING LAW AND JURISDICTION.** This agreement is governed by New York law, excluding conflicts of laws and the CISG.. The courts of New York shall have jurisdiction over disputes.