

GENERAL TERMS AND CONDITIONS OF SALE

GENERAL. Chase Corporation, together with its subsidiaries and affiliates (hereinafter "Seller") state that this writing constitutes an offer or counteroffer by the Seller to sell the Goods/Products or Services described in the attached document. Any offer, acceptance, order, confirmation or other document from a Buyer that contains terms and conditions in addition to or different than those set forth herein are objected to and shall not be binding upon Seller unless acceptance thereof is made in writing by an authorized representative of Seller. Failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these conditions nor an acceptance of any such provisions.

Buyer shall be deemed to have made an unqualified acceptance of this Agreement, and the terms and conditions herein, on the earliest to occur of the following (a) Seller's receipt of a copy of this Agreement, or any agreement incorporating this Agreement, signed by Buyer (with scanned or facsimile signatures treated as original signatures); (b) Buyer's order of Goods/Products after receiving notice of this Agreement; (c) Buyer's payment of any amounts due under this Agreement; (d) Seller's delivery to Buyer (e) Buyer's failure to notify Seller to the contrary within ten days of receipt of this Agreement; or (f) any other event constituting acceptance under applicable law.

Delivery, Payment & Pricing. Seller shall deliver Goods/Products **Ex Works** at its facility, at which point title and risk of loss shall pass to Seller. All delivery dates are approximate. Time for delivery shall not be of the essence unless otherwise agreed upon in writing by a Seller's authorized representative. Delivery dates given by the Supplier are based on prompt receipt of all necessary information regarding the order. The Seller will use reasonable efforts to meet such delivery dates but does not guarantee to meet such dates. Failure by Seller to meet any delivery date does not constitute a cause for cancellation and/or for damages or penalties of any kind.

The prices stated are based on the quantities specified for delivery in a single lot unless otherwise indicated on the attached document. Such prices are subject to adjustment by Seller for any change made by Buyer and approved by Seller in quantities, delivery or other terms hereof. All prices are payable in United States Dollars. All prices are subject to change upon reasonable notice, and the price of Goods/Products on order but not delivered will be adjusted to the price in effect at the time of delivery.

Unless agreed upon by the parties in writing payment terms are **Net Thirty (30)** days after delivery. Credit terms are subject to the approval Seller's credit department and may be changed at any time and from time to time by the Seller in its sole discretion. The Buyer agrees to pay

the maximum interest allowable under state law on any late payments and all costs including attorney's fees arising in connection with the collection of late payments.

Any tax, duty, custom, inspection or testing fee, fee, interest or charge (extra charges) of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and Buyer shall be paid by Buyer in addition to the prices quoted or invoiced.

All claims for shortage, loss or damage must be made within five (5) days after delivery of the Goods/Products with respect to which the claim is made, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer.

Packing & Storage Fees. The Goods/Products shall be packed and delivered by Seller in accordance with Buyer's instructions and with good commercial practice to ensure that no damage results from transportation, weather or other foreseeable conditions. In the absence of a packing list, Seller's count as to the Goods/Products shipped shall be final and conclusive. If Buyer does not take delivery by the date which Buyer requested, then Seller may impose a charge equal to 1.5% of the purchase price for each month after such date until Buyer takes delivery.

Force Majeure. Seller shall not be liable for any damage as a result of any delay or failure to deliver due to any cause beyond Seller's reasonable control, including, without limitation, any act of God, act of Buyer, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay the date of delivery shall be extended for a period equal to the time lost because of the delay. Buyer's exclusive remedy for other delays and for Seller's inability to deliver for any reason shall be rescission of this Agreement.

Seller's Warranty. The Seller's warrants to Buyer that the Goods/Products will materially conform at the time of delivery to the Seller's specifications. The Seller has been in material compliance with all statutes, rules, and regulations applicable to its obligations under this Agreement. ("**Limited Warranty**"). The Seller's SOLE OBLIGATION and Buyer's SOLE REMEDY in the event of a breach of this limited warranty will be, at Seller's option, to (a) replace the Goods/Products that do not meet the Limited Warranty, or (b) refund to Buyer the purchase price paid by Buyer. This warranty shall not apply to any Goods/Products/Products that have been subjected to misuse, improper installation, repair alteration, neglect, accident, abnormal conditions of operation, or use in any manner contrary to the Seller's specifications. Buyer shall

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not return any Goods/Products as to which a claim is made without prior authorization of Seller and Buyer shall afford Seller prompt and reasonable opportunity to inspect any such Goods/Products. The Seller reserves the right to determine the cause and existence of any defect under this warranty.

The Seller makes NO WARRANTY regarding the Goods/Products compliance with the Buyer or its Customer's needs, specifications, instructions or requirements including but not limited to fit for use or fit for purpose. THE FOREGOING WARRANTY EXPRESSLY EXCLUDES ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. **THE FOREGOING IS AN EXCLUSIVE STATEMENT OF ALL WARRANTIES APPLICABLE TO THE SELLER'S GOODS/PRODUCTS AND SERVICES.**

Advice and Services. Buyer agrees that Seller will not have control over the design, testing or labeling of any Goods/Products produced using Seller's Goods/Products, and that Buyer is not relying on any representation or statement made by, or on behalf of, Seller with respect to the suitability of any Goods/Products for any purpose, or on any advice, recommendation or information obtained from Seller's Goods/Products literature or websites, including any design aid or other service made available by Seller. Buyer has tested and investigated the Goods/Products enough to form an independent judgment concerning their suitability of the use, conversion or processing intended by Buyer and will not make, and hereby waives, any claim against Seller based on Seller's advice, statements, information, services or recommendations.

Limitation of Warranty and Damages. **NOTWITHSTANDING ANYTHING** CONTAINED TO THE CONTRARY IN ANY OTHER PROVISION OF THIS AGREEMENT THE PARTIES AGREE THAT ANY CLAIMS WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT, USAGE OF TRADE, COURSE OF DEALING (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES OF LAW THE RECOVERY BY ANY PARTY OF ANY LIABILITIES, DAMAGES, COSTS OR OTHER EXPENSES SUFFERED OR INCURRED BY IT AS A RESULT OF ANY BREACH OR NONFULFILLMENT BY A PARTY OF ANY OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS, AGREEMENTS OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, SHALL BE LIMITED TO DIRECT DAMAGES AND EXCLUDE ANY RIGHT TO CLAIM DAMAGES THAT ARE INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ON ACCOUNT OF LOST PROFITS OR OPPORTUNITIES OR BUSINESS INTERRUPTION OR

DIMINUTION IN VALUE), HOWEVER, SAID LIMITATIONS EXCLUDED CLAIMS BASED SOLELY UPON OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BREACHING OR NONFULFILLING PARTY OR ITS AFFILIATES.

Cumulative Remedies. The rights and remedies under these general terms and Conditions are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

Buyer's Warranty. Buyer warrants that the sale and delivery of the Goods/Products to it will not violate any law, regulation, rule, order or restriction of the United States or any state or other governmental authority; and Seller will furnish Goods/Products only in reliance upon such representation. **The Buyer warrants** that if it resells the Goods/Products it will inform its customers and others to whom it resells the Seller's Goods/Products of the applicable terms and conditions of this Agreement and warrants that it will indemnify the Seller against any and all liability resulting the Buyer's Customers use of the Seller's Goods/Products.

Conflicting Terms. These terms and conditions, along with the Seller's Specifications, constitute the entire Agreement between the parties with regard to the subject matter hereof, and supersede all oral or written agreements and understandings with respect thereto. No terms in addition to or that conflict with these terms and conditions or the Specifications that are contained in any document produced by Buyer shall be binding upon Seller unless agreed to in a document bearing the manual signature of an authorized officer of Seller. If a purchase order, acceptance, confirmation or other communication from Buyer includes any term or condition contrary to, or in addition to, the terms and conditions stated herein or in the Specifications, Buyer's acceptance of the Goods/Products and Services which are the subject hereof shall constitute Buyer's complete and unconditional assent to the terms hereof unless Buyer clearly instructs Seller in writing, prior to acceptance of the Goods/Products, to cancel the order. Buyer's communication of contrary or additional terms and conditions following acceptance of the Goods/Products shall be construed as an offer to supplement and/or amend Seller's terms and conditions. Such offer shall be deemed rejected unless accepted by Seller in a document bearing the manual signature of an authorized officer of the Seller.

Governing Law & Venue. The laws of the Commonwealth of Massachusetts, U.S.A. shall govern the validity, interpretation, and enforcement of these Terms and Conditions of Sale. Any claim made or action commenced by Buyer pursuant to this Agreement must

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be brought within one year from the date of delivery from the Seller to the Buyer. Buyer agrees that all disputes arising from Seller's sale of Goods/Products to Buyer shall be brought, if at all, in and before a court located in the Commonwealth of Massachusetts, U.S.A. to the exclusion of the courts of any other jurisdiction. The parties hereby expressly agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods/Products as amended, replaced or re-enacted from time to time.

Confidential Information. Designs, techniques, methods, specifications, drawings, sketches, processes, formulae, recipes, samples, prototypes, selection of materials, systems and components, plans, financial data (including cost and pricing data) and other manufacturing or business information supplied by Seller shall remain Seller's property and proprietary information and shall be held in confidence by Buyer. Such information shall not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent.

Notice. Any notice shall be given in writing and shall be: (a) personally delivered (b) sent by electronic e-mailed or faxed transmission; or (c) sent to the parties at their respective addresses indicated on the attached document by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service.

Waiver & Setoff. No claim or right arising out of a breach of this Agreement can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. Seller may set off any amount due from Buyer against any amount which may become due to Buyer hereunder.

MISCELLANEOUS. Buyer shall not assign this Agreement or any rights under this Agreement and shall not delegate its duties or obligations under this Agreement, without the prior written consent of Seller. Any attempted assignment without such consent shall be void and without legal effect.

The contract between the Seller and Buyer including these terms and conditions constitutes the entire Agreement between the parties with respect to its subject matter, and any prior contemporaneous communications or agreements other than any pre-existing blanket sales agreement are hereby superseded. The contract may not be terminated or modified by any party unless in writing, signed by both Seller and Buyer. These terms and conditions shall be effective from the date of Buyer's purchase order and the Seller' begins performance.

If the application of any provision, clause or part of this Agreement under certain circumstances is held invalid, the remainder of this Agreement, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.