

PUROLITE LLC
TERMS & CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER.

Acceptance of the PUROLITE Quotation (the "PUROLITE Quote") is expressly limited to the terms and conditions contained herein (the "Terms") (the PUROLITE Quote and the Terms, collectively, the "Agreement"). This Agreement governs the sale of products and materials provided by PUROLITE ("Products"). For purposes of these Terms, "SELLER" means PUROLITE LLC ("PUROLITE") and any subsidiary or affiliate of PUROLITE and "CUSTOMER" means the entity, firm or company purchasing the Products. Any term or condition stated by CUSTOMER in any prior proposal, on CUSTOMER's purchase orders or otherwise, or in otherwise acknowledging or placing this order, is deemed by PUROLITE to be a material alteration of the Agreement and is hereby rejected by PUROLITE. Any such term or condition shall be totally inapplicable to this Agreement unless specifically agreed to in writing and signed by PUROLITE or an authorized representative of PUROLITE. PUROLITE's failure to object to CUSTOMER's additional or conflicting terms does not operate as a waiver of any Terms contained in this Agreement.

2. REVISION OF PRICE

SELLER may from time to time revise the price of any Products hereunder by providing written notice to CUSTOMER. The revised price shall be paid on all shipments made after such notice. If SELLER is prevented from revising any price hereunder by any law, governmental decree, order or regulation, or if any price at any time in effect hereunder is nullified or reduced by reason of any law, governmental decree, order or regulation, SELLER shall have the right to terminate this Agreement by giving written notice of termination to CUSTOMER which shall be effective upon the receipt thereof.

3. WEIGHTS AND VOLUMES; SHIPMENTS

SELLER's weights or volumes taken at shipping point shall govern. SELLER reserves the right to route shipments. Unless otherwise agreed in writing, SELLER shall ship Product to the location designated by CUSTOMER in CUSTOMER's purchase order, using a mutually agreed carrier, FCA (Incoterms[®] 2020) SELLER's factory. Title and risk of loss to the Product shall pass to CUSTOMER in accordance therewith. CUSTOMER shall be the importer of record of all items delivered to CUSTOMER.

4. NON-PAYMENT; CREDIT

If any lot or parcel shall not be accepted and/or paid for in accordance herewith, or any stated periodic minimum quantity shall not be ordered out, then SELLER may without prejudice to other lawful remedy defer shipments until settlement is made, terminate this Agreement or treat such failure as substantially impairing the value of the whole Agreement and hence as a breach hereof. If in the opinion of SELLER the financial responsibility of CUSTOMER shall at any time become impaired, SELLER may decline to make further shipments except on advance receipt of cash or satisfactory security. Late payments are subject to an interest rate of 1.5% per month.

5. WAIVER

Failure of SELLER to exercise any right under this Agreement shall not be deemed a waiver thereof.

6. TAXES

All taxes and excises of any nature whatsoever (excluding income tax) now or hereafter levied by governmental authority, whether federal, state, or local, upon the sale, use, or transportation of any Product covered hereby, shall be paid and borne by CUSTOMER. Unless otherwise agreed to in writing, CUSTOMER shall pay all shipping and insurance charges and will be responsible for value added tax (VAT) or of any other applicable levies, import, duties, tariffs and fees of whatever nature imposed by or under the authority of any government or public authority. CUSTOMER is required to provide PUROLITE with an exempt use certificate for state sales taxes or at PUROLITE's option PUROLITE shall collect or the CUSTOMER shall directly pay state sales tax and shall provide PUROLITE with proof of payment of taxes.

7. PATENTS

SELLER reserves the right to discontinue deliveries hereunder of any material if, in the opinion of SELLER, its manufacture, sale and/or use would infringe any Letters Patent now or hereafter issued and under which SELLER is not licensed.

8. WARRANTY; LIMITATION OF LIABILITY

SELLER warrants that the Products sold hereunder are free from defects in material and workmanship and conform to SELLER's published specifications for such Products and that upon payment of the purchase price, CUSTOMER will receive good title to all such Products free from any lien or encumbrance. The preceding warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by SELLER or its authorized representatives; (ii) CUSTOMER handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement; (iii) compliance with all generally accepted industry standards; (iv) CUSTOMER discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) CUSTOMER providing prompt written notice of any warranty; (vi) at SELLER's discretion, CUSTOMER either removing and shipping the Product or non-conforming part thereof to SELLER, at CUSTOMER's expense, or granting SELLER reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) CUSTOMER not being in default of any payment obligation. NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT OR OTHERWISE, IS MADE AS TO THE PRODUCT SOLD OR ANY INSTRUCTIONS OR TECHNICAL ADVICE PROVIDED, UNLESS SEPARATELY AGREED IN WRITING. IN NO EVENT WILL CUSTOMER'S DAMAGES OR OTHER RECOVERY FROM SELLER IN ANY CAUSE OF ACTION, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY, EXCEED THE PRICE PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT AS TO WHICH THE CLAIM IS MADE. SELLER SHALL NOT BE LIABLE, AND CUSTOMER WAIVES ALL CLAIMS AGAINST SELLER, FOR LOST OR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, PURSUANT TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (42 U.S.C. §§ 9601 et seq.) AND ANY OTHER LAWS, STATUTES, REGULATIONS OR OTHER LEGAL REQUIREMENTS (INCLUDING, WITHOUT LIMITATION, COMMON LAW) CONCERNING PROTECTION OF THE ENVIRONMENT, NATURAL RESOURCES OR HUMAN HEALTH AND SAFETY ("Environmental Laws"). Failure by CUSTOMER to give SELLER written notice of claim within 30 days from date of delivery or, in the case of non-delivery, from the date fixed for delivery, shall constitute a waiver by CUSTOMER of all claims in respect of such materials. Any action for breach of this Agreement (other than for nonpayment of the purchase price) must be commenced within one year after the cause of action has accrued. On passage of title to CUSTOMER, CUSTOMER assumes all responsibility and liability for, and agrees to defend and indemnify SELLER against and release SELLER from, all claims (including, without limitation, claims under Environmental Laws), expenses, judgments, reasonable attorney's fees, loss or damage resulting from the storage, handling, use, removal, treatment, recycling, spill, release, emission, discharge or disposal of the materials purchased, alone or in combination with other substances, materials or waste (including, without limitation, substances, materials or waste regulated or that may give rise to liability under any Environmental Laws as now or hereinafter enacted, including per- or polyfluoroalkyl substances) or their containers.

9. ACCEPTANCE OF PRODUCT

CUSTOMER shall promptly inspect the Product upon receipt. CUSTOMER shall be deemed to have accepted the Product unless CUSTOMER notifies PUROLITE within fifteen (15) days of delivery of any non-conformance of the Product to the agreed specifications. PUROLITE shall have the right to repair or replace, at its option, the non-conforming Product within a reasonable time without being in breach of this Agreement and without incurring any liability.

10. DELAYS

If CUSTOMER delays delivery for more than ten (10) days after the originally scheduled delivery date, CUSTOMER shall be liable for a storage fee equal to one quarter percent (.25%) of the outstanding balance due per day. If CUSTOMER cancels a Purchase Order prior to delivery, CUSTOMER shall be liable for up to 30% of the PO value for restocking fees of all material produced in advance of delivery for standard products and 100% for specialty products.

11. SAFETY; HEALTH

SELLER will make Material Safety Data Sheets for the Products sold hereunder available to the CUSTOMER which will provide warnings and safety and health information about such materials. CUSTOMER agrees to provide such warnings and information to all persons whom CUSTOMER can reasonably foresee may be exposed to hazards of such materials.

12. EXCUSES FOR NONPERFORMANCE

If the manufacture, transportation, delivery or receipt by either party of any material covered hereby is prevented, restricted or interfered with by reason of any event or cause whatsoever beyond the reasonable control of the party so affected, such party shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference. Except for CUSTOMER's obligation to make payments for Product delivered hereunder, neither party shall be liable for any failure, or delay in performance caused by circumstances beyond the control of the party affected, including, but not limited to, acts of God, fire, flood, war, accident, labor trouble, shortage of or inability to obtain raw material feed stocks, fuel or energy to manufacture products, shortage of or inability to obtain materials, equipment, or transportation, or compliance with any regulation, direction or request made by governmental authority or person purporting to act thereunder. If, by reason of any such causes, supplies of Product deliverable hereunder or of raw materials or other products from which it is derived from any of SELLER's then-existing sources of supply, are curtailed or cut off, SELLER's obligation hereunder during such curtailment or cessation shall at its option be reduced to the extent necessary in SELLER's judgment to apportion fairly among its customers, whether under contract or not, such Product then in storage and such quantities as may be produced or received in the ordinary course of business from any other source of supply for SELLER's business, and SELLER shall not be required to increase its taking from such sources of supply or to purchase such Product or raw materials or other products from which it is derived to replace the supplies so curtailed or cut off. Deficiencies in deliveries hereunder due to any such cause shall be canceled from this Agreement with no liability to either party therefore. Deficiencies in deliveries due to any such cause may, at the option of either party, be canceled from this Agreement with no liability to either party therefore. Each party agrees to notify the other within ninety (90) days or such shorter period as may be dictated by the relevant circumstances in writing of any decision to terminate, suspend deliveries, or apportion supplies for reasons specified in this paragraph.

13. TERMINATION BY PUROLITE.

PUROLITE may terminate this Agreement if CUSTOMER (i) fails to pay any amount payable to PUROLITE after it becomes due under this Agreement, (ii) is insolvent, adjudged bankrupt or makes a general assignment for the benefit of its creditors, or (iii) otherwise commits a material breach of any provision under this Agreement.

14. LAW AND JURISDICTION; LANGUAGE

This Agreement is to be construed, and the respective rights and duties of CUSTOMER and SELLER are to be determined according to the law of the Commonwealth of Pennsylvania. The parties agree to exclude the application of the UN Convention on Contracts for the International Sale of Goods. The parties agree that any litigation arising out of this Agreement shall be brought only in the federal or state courts in the Commonwealth of Pennsylvania located in the city of Philadelphia and both parties consent to the jurisdiction of such courts. This Agreement is made and agreed upon originally in the English language; any version of this Agreement in any other language (if any) shall be deemed to be a non-binding translation of the English original only; in the event of a conflict between the English language version and any such translation, the English language version shall exclusively govern the interpretation of this Agreement.

15. ALLOCATION.

In the event PUROLITE is unable to supply the total requirements of its customers, PUROLITE may allocate its available supply among its customers in a manner deemed by PUROLITE to be fair and equitable without liability for any failure of performance which may result therefrom.

16. COMPLETE AGREEMENT

This document constitutes the standard terms and conditions statement that appends any previous agreement that does not mention such terms. None of CUSTOMER's inconsistent and/or additional terms and conditions submitted in acknowledging or accepting this Agreement or in issuing purchase orders, releases, shipping instructions or other documents shall apply. Neither party shall claim any modification or rescission from any provision hereof unless such modification or rescission is in writing, signed by the other party's authorized representative.

17. ASSIGNABILITY

This Agreement is not assignable or transferable by either party, except to the party's successor or to the transferee of all or substantially all the party's assets to which this Agreement relates. SELLER and CUSTOMER may also assign any of their respective rights and obligations hereunder to any of their affiliated entities. No assignment hereunder shall relieve any party of its obligations under this Agreement.

18. FAIR LABOR STANDARDS ACT

SELLER represents that the Products covered hereby have been produced in compliance with the requirements of Section 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended.