

Columbus Chemical Industries, Inc.
Terms and Conditions of Purchase

1. **Purchase Terms:** These Terms and Conditions (“Purchase Terms”) govern all purchases of Products by Columbus Chemical Industries, Inc. (“CCI”) from Supplier. These Purchase Terms apply to each and every purchase order issued by CCI to Supplier (“Purchase Order”) and, as such, they are fully incorporated by reference therein. These Purchase Terms shall remain in full force and effect until revoked or amended in writing by CCI. Supplier agrees and acknowledges that all orders placed by CCI and accepted by Supplier, and all Products shipped by Supplier to CCI (“Product”) (irrespective of whether or not a written Purchase Order is issued) shall be subject to these Purchase Terms.
2. **Terms Controlling Each Purchase:** These Purchase Terms govern each purchase and supersede all prior agreements or understandings of the parties. Any additional or different terms of Supplier in any proposal, quotation, draft agreement, sales acknowledgment or otherwise will be null and void and of no force or effect, and this purchase is expressly conditioned on Supplier’s acceptance of these Purchase Terms. Execution of the acceptance copy of a Purchase Order issued by CCI, acceptance of payment by CCI, or shipping of Product to CCI constitutes Supplier’s acceptance of these Terms and Conditions as solely applicable and controlling, notwithstanding usage of trade, course of dealing, or terms proposed by Supplier to the contrary. No modification of these terms shall be binding on CCI without its written consent.
3. **Price; Taxes:** Price includes shipping, taxes, duties, fees and tariffs, where applicable, unless expressly noted to the contrary on the face of the Purchase Order. No charge will be made to CCI for packing or packaging unless specified. Shipping instructions are part of the Purchase Order. Supplier shall not bill this order at any price over the last quotation without first notifying CCI and obtaining written consent signed by an authorized representative of CCI. Supplier shall give CCI the benefit of any price declines to actual time of shipment, or if CCI, which consent may be reasonably withheld at CCI’s sole discretion, permits shipment to be made before specified shipping date, CCI shall have the benefit of any price declines to specified shipping date. The date of payment shall be computed from the later of (a) CCI’s receipt of an acceptable invoice, or (b) CCI’s receipt of the Product, together with any required documents, in apparent good order.
4. **Payment Terms:** Payment terms are net 60 days from the latter of CCI’s (i) receipt of invoice or (ii) receipt of the Product. Payment shall not constitute acceptance of Product and shall be subject to adjustment up to the full purchase price plus reasonable expenses, including disposal, for shortages, defects, non-conformance and other failures of Supplier to meet any terms or conditions of this Purchase Order.
5. **Best Price:** Supplier represents to CCI that Supplier shall not sell the Product or comparable Products to others at a lower price than that provided to CCI. If at any time Supplier offers a lower price or a discount or a rebate on the Product to any other entity, then an equivalent reduction in price shall apply to all Products placed under this Purchase Order and unshipped at the time of such reduction. It is agreed that Supplier’s price will be the lowest prevailing price then in effect and in no event is the Purchase Order to be filled at a higher price than was last previously quoted or charged by Supplier to any other buyer without CCI’s written consent. The forgoing “most favored nation” clause shall be considered a material term of the Purchase Order or any master agreement to which these Terms and Conditions apply.
6. **Title Transfer; Risk of Loss:** Notwithstanding anything contained in this Agreement to the contrary, Supplier will bear all risk of loss, damage, and destruction to the Products until final delivery of Products to CCI. Title to and risk of loss of the Products will pass to CCI upon final delivery of the Products, unless the Products fail to meet Specifications or Supplier otherwise fails to comply with its obligations under these Terms and Conditions.
7. **Shipment of Hazardous Materials:** Supplier shall ensure that all materials shipped by or for Supplier are properly described, classified, packaged, marked and labeled and are in proper condition for transportation according to applicable regulations, including but not limited to, Occupational Safety and Health Act (OSHA) Hazard Communication Standard 29 CFR 1910.1200, U.S. Department of Transportation, International Air Transport Association and the International Maritime Dangerous Products Code regulations. Supplier shall take reasonable efforts to ensure that all its appropriate employees and contractors have received hazardous materials training as required by applicable regulations. Supplier shall further ensure that a valid 24 hour emergency response number (domestic and international) is supplied on the shipping documents for hazardous materials and that the appropriate Safety Data Sheet has been given to the proper emergency response organization prior to shipment. Supplier shall be shown as the “Shipper” and as “Importer” on all documents relating to the shipment of any materials. CCI is not to be shown as the “Shipper” or “Importer” on any such documents.
8. **Product Acceptance; Time is of the Essence:** All Product shall be received subject to CCI’s right of inspection and rejection. Defective Products or Products not in accordance with CCI’s specifications will be held for Supplier’s instruction at Supplier’s risk and if Supplier so directs, will be returned at Supplier’s expense. An entire lot or shipment may be rejected based on a statistical sampling basis based on defects uncovered in such sampling. Payment made prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that CCI may have against Supplier. Time is of the essence with respect to any Purchase Order and if delivery of Products or rendering of services is not completed by the time

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specified, CCI reserves the right without liability, in addition to its other rights and remedies, to (i) cancel the Purchase Order by notice effective when received by Supplier as to stated Products not yet shipped or services not yet rendered; or (ii) setoff from the purchase price, as liquidated damages, and not as a penalty, an amount equivalent to 1.0 % of the purchase price per business week, for each week beyond the specified delivery date. Any provision herein for delivery of Products by installments shall not be construed as making the obligations of Supplier severable. CCI may refuse to accept shipments sent C.O.D. without CCI's written consent, and such shipments will be at Supplier's risk. Any delays in Supplier's delivery will be excused only if (a) such delay is due to strike, fire, windstorm, riot, Act of Nature, act of the public enemy, or other unforeseeable cause beyond the control and without the fault or negligence of Supplier, and (b) Supplier shall have notified CCI in writing of the existence of such cause within five (5) days of the commencement of the delay, giving all pertinent information concerning such cause, and (c) Supplier establishes that it could not reasonably obtain supplies or services from any other source in time to meet the delivery schedule.

9. **Warranties:**

(a) Supplier represents and warrants that all Products shall be: (i) free from any claims, liens and encumbrances of third parties; (ii) sold in strict accordance with the specifications, samples, drawings or other descriptions supplied and/or approved by CCI; (iii) free from defects in design, material, workmanship or otherwise; (iv) in compliance with all other requirements of these Purchase Terms; and (v) merchantable and fit for their intended purpose. If any Products fail to conform to the representations and warranties, Supplier, at CCI's option, shall: (i) with respect to Products, replace or repair the nonconforming Products; or (ii) refund the purchase price of the nonconforming Products and any related costs incurred by CCI (including but not limited to the cost of any returns and/or disposal). Any replacement Products also shall be subject to Supplier's representations and warranties. If Supplier does not replace, repair or re-perform, as directed by CCI, within a reasonable time after receiving notice from CCI, CCI may do so at Supplier's expense.

(b) Any rights or remedies of CCI set forth in these Purchase Terms are not exclusive and CCI also has all rights and remedies available under applicable law, all of which shall continue in full force and effect notwithstanding acceptance by CCI of all or part of the Products or Services in respect of which such representations, warranties and remedies are applicable.

10. **Compliance with Laws:** Supplier represents, warrants, certifies and covenants that: (i) Supplier shall comply with all applicable foreign, federal, state and local laws, rules, codes of practice, regulations, ordinances, promulgated guidance and orders in performing its obligations under the Purchase Terms, including, but not limited to environmental, health and safety laws and regulations and those dealing with equal employment opportunity, including any license or permit requirements; (ii) Supplier shall take appropriate actions to provide a safe and healthy workplace, and to protect local environmental quality; (iii) each chemical substance constituting or contained in Products transferred under these Purchase Terms is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 USC Section 2601 *et seq.*) as amended, the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS) or equivalent lists in any other jurisdiction to which the Products will likely be shipped; (iv) the Products (1) have not been or will not be produced utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of the minimum working age law in the country of manufacture and (2) do not contain arsenic, asbestos, benzene, carbon tetrachloride, lead, cadmium, or chemicals restricted under the Montreal Protocol or above any regulatory limit under the law of the countries into which the Products are shipped, unless expressly agreed otherwise by CCI in writing; (v) to the extent that any of the Products contain a hazardous chemical, material or substance, Supplier shall provide all relevant information pursuant to OSHA regulations 29 CFR 1910.1200, as amended, if applicable, including a completed Safety Data Sheet, and any other applicable foreign, federal, state or local law, rule or regulation, and mandated labeling information; (vi) Supplier shall not pay, promise to pay or authorize the payment of any money or anything of value to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with these Terms and Conditions; (vii) Supplier shall not sell any Products or perform any Services to or for CCI without first obtaining all licenses or permits from any applicable government agency of the United States or any other applicable country or sovereign entity, including but not limited to the United States Department of Commerce and any other appropriate agency of the United States Government as may be required by law; (viii) Supplier has established an effective program to ensure that any suppliers it utilizes to provide any Products or services that will be incorporated into Products or Services supplied under these Purchase Terms shall be in conformance with the requirements of 10(i) to (iv) above; and (ix) Supplier shall have and comply with, and at CCI's request provide CCI with a copy of, a company security and crisis management policy that, at a minimum, provides for measures that ensure the physical integrity and security of all shipments against the unauthorized introduction of harmful or dangerous materials.

11. **Documents on File:** Supplier shall provide CCI with documentation necessary to establish that each product complies with various laws and/or guidelines including but not limited to: (a) BSE/TSE Statement; (b) Conflict Minerals Statement; (c) REACH Registration; (d) Country of Origin; and (e) TSCA Listing or equivalent in other countries; (f) halal, kosher, and similar certifications; (g) GMO's; (h) RoHS; and (i) others as applicable.

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12. **Indemnity:** Supplier shall fully defend, indemnify, hold harmless and reimburse CCI, its officers, directors, shareholders, employees, agents, customers and assigns from and against all claims, suits, actions, proceedings, damages, losses and expenses, including but not limited to consultant fees and attorneys' fees, arising out of, related to, or resulting from: (a) any breach of any representation, warranty, certification, covenant or agreement made by Supplier in these Purchase Terms or a Purchase Order; (b) any negligence or willful misconduct of Supplier or its agents or subcontractors in connection with its performance under these Purchase Terms; (c) any litigation, proceeding or claim by any third party relating to the obligations of Supplier under these Purchase Terms; (d) any personal injury (including death) or any damage to or loss or destruction of property attributable to Supplier's performance under these Purchase Terms; and (e) Supplier's use, control, ownership, or operation of its business and facilities, except to the extent caused by the negligence of CCI. Supplier agrees to include this clause in any permitted assignments or subcontracts issued hereunder.

13. **Insurance:** Supplier at its expense will obtain and maintain in full force and effect comprehensive general liability insurance in commercially reasonable amounts. Certificates evidencing such coverage will be provided to CCI prior to order and again annually thereafter.

14. **Proprietary Rights:** CCI retains all right, title, and interest in and to any improvement, invention, copyright, patent, trade secret or other intellectual property developed by CCI for the Product purchased ("Development"). No license is granted to Supplier regarding any Development and Supplier hereby waives, releases and assigns to CCI any right, title, or interest that Supplier may have to any Development.

15. **Cancellation:** CCI may cancel all or any part of the undelivered portion of an order, without recourse, on account of defect in material, workmanship, or quality, or if Supplier does not make deliveries as specified, time being of the essence with respect to the Purchase Order, or if Supplier breaches any of the terms hereof including, without limitation, the warranties of Supplier. Nothing in this paragraph shall limit or preclude CCI from exercising any rights or remedies it may have against Supplier arising out of late shipment.

16. **Changes:** CCI reserves the right at any time to make changes in the following: (a) specifications in Purchase Orders when the Products to be furnished are to be specifically manufactured for CCI; (b) methods of shipment or packing; (c) place of delivery; and (d) time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of this Purchase Order, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by Supplier for adjustment under this paragraph shall be deemed waived unless CCI is notified in writing within ten (10) days from receipt by Supplier of the change. Price increases or extensions of time for delivery shall not be binding on CCI unless evidenced by written notice issued and signed by an authorized representative of CCI.

17. **Inspections and Audits:** Delivery of Products and/or services in conformity with CCI's quality standards and specifications is essential to this order. Unless CCI agrees that Supplier's process is a proprietary trade secret, Supplier hereby grants CCI and CCI's customers and representatives the right to inspect and audit Supplier's facilities and processes, at CCI's expense, to verify that Supplier's processes and facilities comply with CCI's quality standards and specifications. Such inspections would be at reasonable times and after reasonable notice. After Supplier has received initial sample approval, Supplier will obtain CCI's approval prior to making any significant changes to its manufacturing process. CCI reserves the right to require sample approval and testing before approving any process change. CCI's inspection of the Products under this section shall not constitute acceptance of any Product.

18. **Compliance with Quality Requirements:** Certification of compliance/analysis must accompany Products. This Certification must include, as a minimum: Product identification, lot number or batch number (if applicable), and test reports. Test reports will include identification of special processes, actual values, specifications, and specification revisions. The Supplier shall notify CCI of any nonconformance of process, raw material or parts found during or identified after product shipment. Nonconforming material or parts will be documented and shall indicate the nature of the discrepancy. Supplier shall identify all Products which may degrade with age or environment. This information shall be documented on the certificate of compliance/analysis.

19. **Insolvency:** CCI may forthwith cancel an order in the event of the happening of any of the following or any other comparable event: insolvency of the Supplier; the filing of a voluntary petition in bankruptcy; the filing of any involuntary petition to Supplier declared bankrupt, provided it is not vacated within thirty (30) days from the date of filing; the appointment of a receiver or trustee for Supplier, provided such appointment is vacated within thirty (30) days from the date of such appointment, or the execution by Supplier of an assignment for the benefit of creditors.

20. **Force Majeure:** Neither party shall be liable to the other for failure to perform under Purchase Terms and Purchase Order if prevented from doing so because of fire, flood, explosion, civil disturbance, act of terrorism or war, interference by civil or military authority, accident, illegality under any government law, rule or regulation or other similar causes beyond the reasonable control of the non-performing party (each such event, an event of "Force Majeure"). The affected party in such events will promptly give written notice to the other party and thereafter provide periodic updates of the ongoing event, using

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reasonable efforts to overcome or mitigate the effect of the Force Majeure event. If such Force Majeure event prevents or will prevent performance of a material provision of the Purchase Terms and Purchase Order by one party for more than sixty (60) days, then the other party may terminate this agreement effective thirty (30) days after delivery of written notice to the nonconforming party.

21. **General:** CCI may assign any Purchase Order and any resulting agreement to a parent, affiliate, or financial concern. Such Purchase Order and any resulting agreement may not be otherwise assigned in whole or in part, and any such assignment will be void and of no force or effect. These Terms and Conditions will not create any right in or obligation to any third party, except with respect to a CCI's customer's right against Supplier for breach of the warranty provisions set forth above. No waiver by either party of any default or breach by the other party will operate as or be deemed to be a waiver of any subsequent default or breach. This purchase, and any dispute arising there from or with respect thereto, will be construed in accordance with and governed by the laws of the State of Wisconsin (other than those governing choice of law). The parties hereby consent to the exclusive jurisdiction of the state and federal courts in Wisconsin for such disputes. No remedy herein provided shall be deemed exclusive of any other remedy allowed by law.

22. **Successors and Assigns:** These Purchase Terms and any Purchase Order shall be binding upon the parties hereto and their respective successors and assigns.

23. **Execution in Counterparts; Electronic Signatures and Transmission:** A Purchase Order may be executed in any number of counterparts, all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Electronic mail or facsimile transmission by CCI to Supplier of an executed Purchase Order (or an un-executed Purchase Order bearing a type-written electronic signature) shall be deemed acceptable and binding method of transmitting Purchase Orders to Supplier and shall constitute effective delivery thereof. Likewise, Supplier may acknowledge and accept any Purchase Order so transmitted by return electronic mail or facsimile transmission.