

Terms and Conditions Of Purchase

SUN CHEMICAL

PURCHASE ORDER TERMS AND CONDITIONS

PRODUCT SUPPLY: SUPPLIER agrees to supply to SUN CHEMICAL, and SUN CHEMICAL agrees to purchase from SUPPLIER, the products set forth in this Agreement (the 'PRODUCTS') during the term of this Agreement. PRODUCTS shall be provided with relevant documentation (e.g., Material Safety Data Sheets).

TERM: The term of this Agreement (if applicable) is set forth on its face.

PRICING: Pricing will be as set forth herein. Pricing hereunder shall be at least as favorable as that offered by SUPPLIER to any third party purchaser of similar products in similar quantities. In the event SUN CHEMICAL shall receive a bona fide offer for products of like quality and quantity to the PRODUCTS purchased hereunder at a price less than that charged under this Agreement, SUPPLIER shall immediately meet such pricing or SUN CHEMICAL shall be entitled to purchase such products from such third party and any products so purchased shall count toward any contractual volume hereunder.

PAYMENT TERMS: Payment terms for the duration of this Agreement will be sixty (60) days from receipt of Products, unless otherwise agreed. A two percent (2%) discount shall be applied for all payments made within ten (10) days of receipt of PRODUCTS.

DELIVERY, TITLE AND RISK OF LOSS: Time shall be considered of the essence in delivery of the PRODUCTS ordered hereunder. If any PRODUCTS are not delivered within the time specified in this Agreement, or within a reasonable time if no time is specified, SUN CHEMICAL may either (a) refuse to accept such PRODUCTS and terminate the specific order therefor, or (b) cause SUPPLIER to ship the PRODUCTS by the most expeditious means of transportation whereupon any additional transportation charges in excess of those which would apply for the usual means of transportation shall be for the account of SUPPLIER. Furthermore, SUN CHEMICAL shall have the right to charge the SUPPLIER with any loss incurred as a result of the SUPPLIER's failure to make delivery within the time specified. The PRODUCTS shall be properly packaged for shipment. Each package shall be labelled with agreed upon documentation (e.g., order number, stock number, contents and weight) and shall contain an itemized packing slip. No charges will be allowed for packing, crating, freight express or cartage unless mutually agreed upon in writing in advance.

Title to PRODUCTS and risk of loss shall pass to SUN CHEMICAL upon delivery to the SUN CHEMICAL facility specified in this Agreement.

WARRANTY AND INDEMNIFICATION: The PRODUCTS sold hereunder are warranted to be free from defects in material and workmanship and to strictly comply with mutually agreed upon written specifications. PRODUCTS shall be merchantable and fit for their intended use. In the event of breach of the foregoing warranty, SUPPLIER shall promptly arrange for return of any defective PRODUCT and replace or correct it, all at SUPPLIER's expense.

In addition to any other rights or remedies SUN CHEMICAL may have available to it at law or in equity, SUPPLIER shall indemnify SUN CHEMICAL for any loss or damage, direct, indirect, consequential or incidental, arising out of the use or inability to use PRODUCTS sold hereunder, whether or not such damage results from breach of warranty, negligence or any other cause.

SUPPLIER further warrants that the PRODUCTS do not infringe any proprietary right of any third party and shall fully defend and indemnify SUN CHEMICAL against any claim alleging such infringement and shall arrange to provide an equivalent non-infringing product.

NEW TECHNOLOGY: SUPPLIER understands and agrees that SUN CHEMICAL desires at all times to take advantage of any new technologies resulting in cost reduction and/or quality, performance or delivery improvements and/or those which represent significant technological breakthroughs ('New Technology Products'). To that end, SUPPLIER shall promptly notify SUN CHEMICAL in writing of any New Technology Products developed or available of which SUPPLIER is aware.

CONFIDENTIALITY: This Agreement, its subject matter and any and all information disclosed by one party to the other hereunder shall be considered confidential and shall not be disclosed or used for any unauthorized purpose by the receiving party; provided, however, that the foregoing prohibition shall not pertain to information which (a) is or hereafter enters the public domain through no fault of the receiving party, (b) was previously known or independently developed by the receiving party without resort to the confidential information (as shown by written documentation), (c) is disclosed to the receiving party by a third party having the right to do so, or (d) is required to be disclosed pursuant to governmental or judicial order (in which case the receiving party shall give disclosing party sufficient notice to challenge such disclosure).

TERMINATION: Either party may terminate this Agreement immediately upon giving written notice in the event the other party (a) is subject to any proceeding for bankruptcy, insolvency, trusteeship, dissolution, liquidation or winding up of affairs, (b) ceases or threatens to cease to carry on its business, or (c) makes any assignment for the benefit of creditors.

Either party may terminate this Agreement by giving written notice of a breach of any material obligation hereunder, which breach is not cured within thirty days.

Either Party may terminate this Agreement without cause upon sixty (60) days written notice.

MISCELLANEOUS TERMS AND CONDITIONS

Insurance. Prior to SUPPLIER's commencing any work under this Agreement on property owned or controlled by SUN CHEMICAL, SUPPLIER shall, at its expense, procure and maintain Contractor's Bodily Injury Liability and Property Damage Liability insurance (including Contractual Liability covering the indemnification set forth herein) and, where appropriate, Workers' Compensation insurance to the extent required by law, in such amounts as are approved by SUN CHEMICAL. Prior to commencing any work hereunder, SUPPLIER shall furnish to SUN CHEMICAL written certificates establishing that the above insurance has been procured and is being maintained, which certificates shall provide that written notice of cancellation or material change shall be given to SUN CHEMICAL at least fifteen (15) days prior to the effective date of such cancellation or material change.

Non-Waiver. No waiver by either party of any breach of any of the terms of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any other term of this Agreement.

Remedies. The rights and remedies of SUN CHEMICAL set forth in this Agreement are not exclusive and are in addition to all other rights and remedies of SUN CHEMICAL.

Compliance with Laws. SUPPLIER represents that the PRODUCTS to be delivered to SUN CHEMICAL pursuant to this Agreement comply with all applicable laws, rules, regulations and ordinances, including, without limitation, the California Transparency in Supply Chain Act, the Victims of Trafficking and Violence Protection Act of 2000, the Foreign Corrupt Practices Act of 1977, and all applicable anti-bribery laws of countries in which they do business.

Also, if any supplied goods include any amounts of tin, tantalum, gold or tungsten, SUPPLIER certifies that none of these minerals originated in the Democratic Republic of the Congo or any adjoining country and that SUPPLIER complies with the conflict mineral provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. Hazardous, dangerous, explosive, inflammable or toxic goods must be properly marked and SUPPLIER assumes all liability, direct or indirect, because of failure to do so. SUPPLIER shall, in addition, properly label all goods in accordance with applicable governmental and right-to-know laws and regulations.

addition, Seller shall comply with all anti-bribery and sanctions laws of the United States and any country in which Seller does business. EEO Compliance. SUPPLIER agrees to comply with all federal, state, and local laws respecting discrimination in employment and non-segregation of facilities including, if applicable, requirements set out in 41 CFR § 60 - 1.4 and § 60 - 741.5(a)4, which equal opportunity clauses are hereby incorporated by reference, and § 60 - 250.5 (a) and 29 CFR Part 471 , if applicable.

OFCCP Compliance. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.

Other Terms and Conditions Void. No terms and conditions of any proposal, invoice or other form or document provided by SUPPLIER shall be binding upon SUN CHEMICAL unless specifically accepted by SUN CHEMICAL in writing.

Amendments. No modifications of any of the provisions of this Agreement shall be binding upon the parties unless made in writing and signed by a duly authorized representative of each party.

Assignment. The rights and obligations under this Agreement shall not be assigned, in whole or in part, by SUPPLIER without the prior written consent of SUN CHEMICAL.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey (without giving effect to its choice of laws provisions).

Notices. All notices required or permitted herewith shall be in writing and shall be deemed duly given when personally delivered or sent by registered or certified mail, return by letter as aforesaid, or by confirmed facsimile to the addresses set forth on this Agreement, or to such other address as either party may hereafter designate in writing by like notice.

Force Majeure. Neither party shall be liable for delay or failure in the performance of the obligations contained in this Agreement arising solely from any extraordinary causes beyond the control of the party concerned. In the event SUPPLIER is forced to allocate PRODUCT, it shall nonetheless supply to SUN CHEMICAL all the PRODUCT called for under this Agreement as a priority.

Entire Agreement. This Agreement (together with any attachment incorporated herein) constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all other understandings relating thereto.