1. TERMS AND CONDITIONS & ACCEPTANCE: The terms and conditions of these Standard Conditions of Purchase and the agreement to which this is attached shall be deemed incorporated into all purchase orders which SI Group may place with Seller (whether by mail, fax, or electronic data exchange). Each purchase order hereunder will be considered as accepted upon the earlier of: (i) SI Group’s receipt of Seller’s written acceptance; (ii) shipment of any goods described in the order; (iii) twenty-four (24) hours following Seller’s receipt of the purchase order if the order is consistent with Seller’s annual forecast; or (iv) the initiation of performance of the work called for by the purchase order. The issuance of a purchase order by SI Group does not constitute an acceptance by SI Group of the terms and conditions of any offer to sell, any quotation or any proposal received from Seller. Reference in a purchase order to any such offer to sell, quotation or proposal shall in no way constitute a modification of any of the terms and conditions of these Standard Conditions of Purchase. Any attempted acknowledgement of a purchase order or other documents containing terms and conditions inconsistent with or in addition to these Standard Conditions of Purchase is not binding upon SI Group. SI Group hereby objects to any such additional or inconsistent terms. Any modification of these Standard Conditions of Purchase must be in writing and signed by an officer of SI Group.

2. TAXES: Seller will be liable for all taxes, excise and other governmental charges that are enacted prior to the date of the purchase order. The terms of this contract are subject to change upon written notice by SI Group, if and where applicable, to modify the terms and conditions of any purchase or sale agreements, laws, regulations or other governmental action that may affect these terms.

3. TRANSPORTATION & DELIVERY: TIME IS OF THE ESSENCE: SI Group reserves the right to refuse a shipment made in advance of the date of the purchase order, and Seller shall be responsible for all charges in connection therewith. If SI Group agrees to accept deliveries after the date of delivery has passed, SI Group shall have the right to direct Seller to make shipments at such time and in such quantities as SI Group may direct. The cost of any expedited shipment and handling shall be borne by Seller. Acceptance of late deliveries shall not be deemed a waiver of SI Group’s right to hold Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of Seller’s obligation to make future deliveries in accordance with the delivery schedule. No extra charges of any kind will be allowed unless specifically agreed to by SI Group in writing. Seller shall furnish SI Group with Material Safety Data Sheets for each product delivered hereunder.

4. WARRANTIES: Seller warrants that all products furnished hereunder will properly deliver, contained, packaged and labeled, be free of all encumbrances and of any claim of any nature by any third person, and that all products will be free from defects in design, craftsmanship and materials. Seller further warrants that all products will be delivered in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications) attached to this agreement or otherwise approved by SI Group. Seller shall provide a certificate of analysis for each shipment. Any products which do not satisfy the foregoing warranties will, at SI Group’s option within six (6) months of SI Group’s receipt of such products, and at Seller’s sole cost, be either rejected and returned to Seller with the purchase price promptly refunded to SI Group, or removed by Seller and replaced with conforming products. Seller will reimburse SI Group for any costs incurred by SI Group in connection with the storage, disposal and transportation of such defective remedies in addition to any other right or remedy to which SI Group may be entitled by law or in this agreement.

5. PROCESS CHANGES: Seller shall not deliver to SI Group any products manufactured by a process, or use raw materials, different from processes or raw materials previously used by Seller in the manufacture of such products unless at least ninety (90) days prior to delivery of same, Seller shall have notified SI Group in writing thereof and, upon SI Group’s request, provided SI Group an opportunity to test such product to determine compliance with the terms of this agreement. If SI Group objects to such delivery within thirty (30) days of receipt of such sample product, and Seller subsequently substitutes such changed product, then Seller shall be liable for all costs that SI Group may incur.

6. COMPLIANCE WITH LAWS: Seller agrees to comply with any federal, state or local law or ordinance and all lawful orders, rules, and regulations issued thereunder. Further, Seller warrants that each chemical substance constituting or contained in goods sold or otherwise transferred to SI Group hereunder is on the list of any insolvency law or law for the relief of debtors, or (ii) the other party passes a resolution for winding up its business (other than for the purpose of amalgamation or restructuring).

7. COMPLIANCE WITH LAWS: The agreement between SI Group and Seller shall not be assigned in whole or in part by Seller or SI Group without the written consent of the other party, such consent not to be unreasonably withheld, except that, no consent shall be required where the assignee is either an Affiliate of a party or is a purchaser or other successor to a significant portion of the assets or business used by either party to perform under the agreement. Any purported assignment in violation of this clause shall be void. Seller shall not subcon contract any obligation under this agreement without consent of SI Group.

8. TERMINATION FOR CAUSE: Either party may terminate this agreement upon thirty (30) days’ written notice to the other party (the “Defaulting Party”) in the event the Defaulting Party is in breach of any material term of this agreement; provided, however, that during the notice period, the Defaulting Party may cure its default and thereby abate the termination. Termination of this agreement pursuant to this paragraph is without prejudice to any other rights and remedies of the non-defaulting party. Either party will have the right to terminate the agreement immediately in the event (i) of the insolvency or bankruptcy of either party or (ii) of any other default herein or any insolvency law or law for the relief of debtors, or (ii) the other party passes a resolution for winding up its business (other than for the purpose of amalgamation or restructuring).

9. GOVERNING LAW: This agreement shall be governed by the laws of the State of New York without regard to conflict of law principles that would require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this agreement.

10. DISPUTE RESOLUTION: Any controversy or claim arising out of or relating to this agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration proceedings shall be conducted in the city of Schenectady, New York.

11. WAIVER & SEVERABILITY: Any failure by SI Group anytime, or from time to time, to require the performance by the Seller of any of the terms of this agreement shall not constitute a waiver by SI Group of the particular terms and conditions and shall not affect or impair said terms or conditions in any way. Each of the provisions of this agreement shall apply to the full extent permitted by law, and the invalidity in part of any provisions shall not affect the remainder of such provision or any other provision.

12. ASSIGNMENT: The assignment between SI Group and Seller shall not be assigned in whole or in part by Seller or SI Group without the written consent of the other party, such consent not to be unreasonably withheld, except that, no consent shall be required where the assignee is either an Affiliate of a party or is a purchaser or other successor to a significant portion of the assets or business used by either party to perform under the agreement. Any purported assignment in violation of this clause shall be void. Seller shall not subcon contract any obligation under this agreement without consent of SI Group.

13. SURVIVAL: All rights accruing prior to the expiration or other termination of the agreement will survive such expiration or termination.

14. ENTIRE AGREEMENT: These Standard Conditions of Purchase, together with the terms of any separate purchase order or pricing agreement related to the products to which such terms are attached, constitute the entire agreement between SI Group and the Seller in connection with which such products are manufactured, or any country into which such products are transported or delivered. Seller covenants to defend and indemnify, and hold SI Group harmless against any suit for any such alleged infringement.

15. CONFIDENTIALITY: The terms of this agreement shall be deemed confidential and shall not be disclosed to third parties unless otherwise agreed to by the parties in writing, or as may be required by law. Seller shall use the information supplied by SI Group only to accomplish work covered by this agreement and for no other purpose.

16. INTELLECTUAL PROPERTY: Seller warrants that the sale or use of products delivered hereunder will not infringe any patents, trademarks or other industrial rights either in the country such products are manufactured, or any country into which such products are transported or delivered. Seller covenants to defend and indemnify, and hold SI Group harmless against any suit for any such alleged infringement.