1. **PRICING AND PAYMENT**: Product availability and pricing are subject to change without notice. The purchase price for SI Group products shall be the SI Group price in effect at the time of shipment. Payment terms are not thirty (30) days from the invoice date. Payment shall be made in electronic funds transfer to the account designated by SI Group. Should any amounts owing by the Buyer be past due, SI Group may, without prejudice to its other remedies, withhold further shipments or deliveries to the Buyer until the indebtedness has been fully paid. SI Group may charge the Buyer interest at the maximum rate permitted by law.

2. **ADDITIONAL CHARGES**: Any additional freight costs, insurance, duties, taxes, storage, handling charges or other transportation costs not specifically provided for will be for the Buyer's account. If for any reason SI Group should be prevented from making changes in price, freight terms, and/or terms of payment hereunder, or continuing a price, freight term, and/or term of payment already in effect, by law, governmental decree, order or regulation, SI Group may terminate the agreement upon thirty (30) days’ prior written notice to Buyer.

3. **LIMITED WARRANTY AND DISCLAIMER**: SI Group warrants that the products supplied to Buyer conform to SI Group's internal specifications for such products at the time of manufacture, unless other specifications have been agreed with Buyer in writing. THIS IS BUYER’S EXCLUSIVE WARRANTY. SI GROUP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This warranty and disclaimer apply regardless of whether the product is used singly or in combination with other substances or in any other way. In the event of any breach of warranty, SI Group will, at its option, either replace the defective products or refund an equitable portion of the purchase price. THIS IS BUYER’S EXCLUSIVE REMEDY.

4. **LIMITATION OF REMEDIES**: In addition to the limitations, SI Group's total liability to Buyer for any and all claims, losses, or damages arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability, breach of warranty or otherwise, shall in no event exceed the purchase price of the products in respect to which such cause arose. IN NO EVENT SHALL SI GROUP BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.

5. **TECHNICAL ADVICE AND OTHER SERVICES**: Buyer is responsible for the design, processing, testing and labeling of any product that Buyer makes using products purchased from SI Group. Buyer will not rely on anything on SI Group's website or any statement by SI Group about the suitability of products or services SI Group provides. Buyer has performed its own testing and analysis of products sold by SI Group in order to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer, and will not make any claim against SI Group based on SI Group’s technical advice, statements, data, services or recommendations.

6. **TITLE TRANSFER**: Unless otherwise agreed, all product shipments are made FCA SI Group's plant (Incoterms 2010). If CPT, CIP, CFR or CIF delivery terms are used and only one location is specified, then such location shall be the destination where SI Group must contract for freight, while the delivery point at which the risk of loss transfers to Buyer shall be the first carrier (or vessel for sea or inland waterway transport) onto which SI Group loads the products. SI Group may deliver to Buyer under an exception or deficiency of up to ten (10%) percent of the weight or volume ordered, the Buyer to pay for the amount actually delivered. Title to all products shall pass from SI Group to Buyer at the same point that risk of loss arises from the products passing to Buyer in accordance with the applicable delivery term.

7. **DAMAGED DELIVERY SHIPMENT OR LOSS IN TRANSIT**: No claim for any loss or damage caused by or suffered as a result of non-delivery or late delivery of a portion of a shipment or damage in transit will be entertained unless a separate notice in writing is given to the carrier and delivered to the carrier within thirty (30) days from the date in writing is made to SI Group within five (5) days of receipt of the products. In the case of non-delivery of a whole shipment, notice in writing must be given to the carrier and SI Group within ten (10) days of the date of dispatch. If products are accepted without being checked, the carrier's delivery book must be signed "not examined", in which case the products shall be deemed unconditionally accepted unless Buyer gives written notification to SI Group within the aforesaid three (3) day period. The products in respect of which any such claim is made shall be preserved intact as delivered for a period of fourteen (14) days from notification of the claim, within which time SI Group and the carrier shall have the right to attend at Buyer's works to investigate the complaint. Any breach of this condition shall not entitle Buyer to any allowance in respect of the claim.

8. **NOTIFICATION OF DEFECTS**: SI Group must be notified in writing by Buyer of any product defects, non-comformity or otherwise, within ten (10) days from date of delivery of goods to Buyer. Failure to so notify SI Group will constitute unqualified acceptance.

9. **FORCE MAJEURE**: SI Group shall not be liable for any failure to fulfill any terms or conditions herein if such failure is a result of factors beyond SI Group's reasonable control including, but not limited to, any Act of God, fire, strike, lockout, riot, flood, epidemic, seasonal or labor, shortage of, or inability to obtain, raw materials, fuel, equipment, or utilities, shortage of transportation, critical material or component failures, terrorism, foreign or domestic wars or hostilities, arrests or restraints, embargoes or other import or export restrictions, action of any governmental, accidents of the seas, canals or river or navigation of vessels of whatever nature even when occasioned by negligence of the default or error of judgment of the pilots, masters, mariners or other servants of any other or similar or different cause beyond SI Group's reasonable control. During the pendency of any force majeure event, SI Group's obligations will be suspended until SI Group will have the right to arrange for the delivery of the quantity of Product ordered by the Buyer and paid for upon delivery. Buyer will be entitled to rescind this Agreement and claim a proportion of the purchase price paid for products, if delivery cannot be made within a reasonable period of time.

10. **ENVIRONMENTAL REGULATION**: Buyer shall properly manage and dispose of all wastes and residue resulting from Buyer’s use of materials in accordance with applicable laws. Buyer is responsible for the design, processing, testing and labeling of any product that Buyer makes using products purchased from SI Group that become unsuitable for its intended use after any applicable law or regulation has been changed, updated or amended. Buyer shall not resell any product that has been reconditioned by Buyer in violation of any applicable law or regulation. Buyer agrees to comply with all U.S. and local export control, economic sanctions, customs, and antiboycott laws, regulations, rules, and orders ("Trade Control Laws") and any end-user certificate Buyer provides, and will only use SI Group products and any related technical data ("Items") for non-military, peaceful purposes. Buyer certifies that it is not, and is not owned directly or indirectly by anyone, listed on any prohibited persons list published by a U.S. government agency (a "Denied Person"). Any items purchased by Buyer shall not be construed as a representation or warranty regarding the proper export classification for such items. Buyer agrees to promptly provide to SI Group such information and assistance, including end-user certificates, as SI Group may request. In addition to any other remedy it may have, SI Group may suspend and/or cancel the export and any post-delivery service if (a) SI Group has not received all requested export-related documentation and/or the governmental approvals that SI Group deems to be required, (b) SI Group believes that such activity may violate any Trade Control Laws or SI Group’s own export compliance policies, or (c) Buyer violates any of its commitments hereunder. Buyer must notify SI Group before providing to SI Group any technical data (or any data under a U.S. government agency) that Buyer would not be liable to Buyer for any loss or expense if Buyer fails to comply with the provisions set forth herein. Buyer will indemnify SI Group and its representatives against any damages, costs, losses, liabilities, and/or expenses (including attorney fees and expenses) arising out of Buyer's non-compliance with this section, including Buyer’s violation or alleged violation of any Trade Control Laws. This section will survive the expiration or termination of this order.

11. **NO RESALE**: Buyer represents that the products purchased hereunder are for Buyer’s own use and consumption. Buyer will not resell products without prior written consent from SI Group.

12. **WAIVER & SEVERABILITY**: Any failure by SI Group anytime, or from time to time, to require the performance by the Buyer of any of the terms of the 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 the agreement shall apply to the full extent permitted by law, and the invalidity in whole or in part of any provisions shall not affect the remainder of such provision or any other provision.

13. **ASSIGNMENT**: The agreement between Buyer and SI Group shall not be assigned in whole or in part by Buyer 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 of or otherwise successor to a significant portion of the assets used to manufacture Product sold to Buyer. Any purported assignment in violation of this clause shall be void.

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

15. **ENTIRE AGREEMENT**: These Standard Conditions of Sale, together with the terms of the attached agreement, constitute the entire agreement between the parties. In the event of an inconsistency between the specific terms of the attached agreement and the terms of these Standard Conditions of Sale, the specific terms of the attached agreement shall govern.