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 by 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 all indebtedness has been fully paid. SI Group may charge interest at its default interest rate up to 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 FOR THE PRODUCTS. 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 products or in any other manner. In the event of any breach of the 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: Regardless of the circumstances, 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 claim or damage was incurred. NO EVENT SHALL SI GROUP BE LIABLE FOR INDIRECT, SPECIAL, 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 any information on SI Group's website or any statement by SI Group about the suitability of products or services SI Group provides. Buyer has performed all 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 to which SI Group must contract for carriage, while the delivery point at which 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 the products in accordance with Buyer's instructions or by any other method of transport SI Group determines, provided that Buyer agrees to bear all risks of loss or damage in transit. Buyer is responsible for insurance or any other provisions made to cover the products in transit. The risk of loss or damage to the products while in transit will pass to Buyer. If Buyer agrees to transport the products, Buyer will be responsible for all costs and expenses related to transportation. SI Group shall furnish Buyer with Safety Data Sheets for each product or portion of the purchase price.

7. DELIVERY SHORTAGE 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 SI Group within thirty (30) days of the date of invoice. If products are accepted without being checked, the carrier's delivery book must be signed "not checked" by Buyer. Any claim for shortage or loss in transit must be filed with the carrier within thirty (30) days of receipt of the products. The carrier's delivery book must be signed "not checked" by Buyer. Any claim for shortage or loss in transit must be filed with the carrier within thirty (30) days of receipt of the products. Any such claim must be made to SI Group within three (3) days of the date of delivery. Buyer agrees to promptly provide to SI Group such information and assistance, including end-user certificates, as SI Group may require. In addition to any other remedy it may have, SI Group may suspend and/or cancel the export and any post-delivery service if either Buyer agrees to provide to SI Group any technical data that is that is covered under any Trade Control Laws. SI Group will not be liable to Buyer for any loss or expense if Buyer fails to comply with the provisions set forth herein. Buyer will fully indemnify, defend, and hold harmless SI Group from, all liabilities, damages, costs, losses, liabilities, and expenses (including attorneys' fees and expenses) arising out of Buyer's non-compliance with this section, including Buyer's violation of any federal, state, or local law for the sale, processing, testing and labeling of any product that Buyer makes using products purchased from SI Group.

8. 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.

9. WAIVER & SEVERABILITY: Any failure by Buyer or SI Group, or from time to time, to require the performance by Buyer of any of the terms of the Agreement shall not constitute a waiver of SI Group by the particular terms of the Agreement 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.

10. 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 other 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.

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

12. ENTIRE AGREEMENT: These Standard Conditions of Sale, together with the terms of the attached agreement, shall 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.