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 accordance with the terms and conditions of sale, together with the terms of the Standard Conditions of Sale, including any Trade Control Laws or SI Group's own compliance policies, or (c) SI Group shall not be liable for any failure to fulfill any terms or conditions of this Agreement upon thirty (30) days' prior written notice to the Buyer.

2. **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 AGREEMENT INCLUDES THE PRODUCTS, THEIR DESCRIPTION, AND THE TERMS AND CONDITIONS UNDER WHICH THEY ARE SOLD. 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 products is used singly or in combination with other substances or in any 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 AGREEMENT IS THE EXCLUSIVE REMEDY.

3. **TITLED TRADEMARK**: 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 claims are made. This warranty is subject to the terms and conditions of the Agreement and shall not apply.

4. **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. If Buyer has performed any 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.

5. **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 will be the destination to 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 such quantities and/or in such lots as SI Group shall determine. Buyer has performed any 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. **DAMAGE OR DELIVERY SHIPMENT 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 Buyer is notified within five (5) days of the receipt of the products. The price, quantity and quality of product and the duration of supply is not subject to change. 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 or/cancel the export and any products sold hereunder, or with respect to any material used in the manufacture thereof, which SI Group may be required to pay, including Superfund tax or any other government environmental tax or like charge, shall be paid by Buyer to SI Group in addition to the purchase price.

7. **SAFETY DATA SHEETS**: SI Group shall furnish Buyer with Safety Data Sheets for each product delivered hereunder. Buyer shall disseminate such information to all persons whom Buyer can reasonably foresee may be exposed to product related hazards including, but not limited to, Buyer’s employees, agents, contractors and customers. Buyer shall defend and indemnify SI Group against any liability caused by Buyer's failure to disseminate such information.

8. **TAXES**: Any increase in or any new or additional tax, excise or governmental charge imposed after the execution date of the attached agreement (other than taxes on or measured by income) upon the production, sale, transportation, storage, handling, delivery, use, possession of or value added to products sold hereunder, or with respect to any material used in the manufacture thereof, which SI Group may be required to pay, including Superfund tax or any other government environmental tax or like charge, shall be paid by Buyer to SI Group in addition to the purchase price.

9. **TERMINATION FOR CAUSE**: Either party may terminate the agreement upon thirty (30) days’ prior written notice to the other party in the event (i) the other party is in breach of any material term of the Agreement and fails to cure; (ii) of the institution by or against the other party of voluntary or involuntary proceedings in bankruptcy or under any insolvency law or law for the relief of debtors, or (iii) the other party passes a resolution for winding up its business (other than for the purpose of amalgamation or reorganization).


11. **CONFIDENTIALITY**: The price, quantity and quality of product and the duration of supply is confidential and shall not be disclosed to third parties unless required by law.

12. **COMPLIANCE WITH LAWS**: In the performance of the agreement, Buyer shall comply with all applicable laws and governmental decrees, rules, regulations and orders.

13. **EXPORT CONTROLS**: 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 allowed directly or indirectly by anyone, listed on any prohibited persons list published by a U.S. government agency (a “Denied Person”). Any Item's export classification made by SI Group shall not be construed as a representation or warranty regarding the proper export classification for such Item. Buyer agrees to provide SI Group with full and complete information concerning all transactions including end-user certificates, as SI Group may request. In addition to any other remedy it may have, SI Group may suspend or/cancel the export and any products sold hereunder, or with respect to any material used in the manufacture thereof, which SI Group may be required to pay, including Superfund tax or any other government environmental tax or like charge, shall be paid by Buyer to SI Group in addition to the purchase price.

14. **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.

15. **WAIVER AND SEVERABILITY**: Any failure by SI Group anytime, or from time to time, to require the performance by 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.

16. **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.

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

18. **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.