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 rendered in electronic form, transferred to the account designated by SI Group, and may be suspended by SI Group until payment is received. If payment is not received within thirty (30) days from the invoice date, the buyer may be required to pay interest on the unpaid balance at a rate equal to the prime rate of the Federal Reserve plus two percent (2%). Title to delivered products shall not pass to Buyer until Buyer is current in all payments to SI Group. Payment shall be made prior to delivery, unless specifically provided for otherwise in an agreement to which these Standard Conditions are attached, or in a Standard Conditions of Sale.

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 pricing, freight costs, and/or terms of payment hereunder, or changing 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 SI GROUP'S EXCLUSIVE WARRANTY AND THE BUYER IS EXPRESSLY WAIVED OF ANY OTHER PARTY. 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 process. In the event of any breach of this 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 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. Any claim for economic loss shall be governed exclusively by the Uniform Commercial Code, not by the law of strict liability or tort.

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 in writing given by SI Group about the suitability of products or services SI Group provides. Buyer has performed sufficient 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 such claim against SI Group based on SI Group's technical advice, statements, data 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 against the Buyer's order an excess 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 of the products passes to Buyer in accordance with the applicable delivery term.

7. **DAMAGE, 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 to non-shipped or unaccompanied vessel, cargo or containers, and any damage or shortage of transportation and SI Group within three (3) days, and a complete claim in writing is made to SI Group within five (5) days of receipt of the product. 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 not 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 notice 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 DEFECT**: SI Group must be notified in writing by Buyer of any product defects, non-conformity 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, without limitation, any Act of God, fire, strike, lockout, riot, flood, epidemic, shortage of labor, shortage of raw materials, fuel, food, or equipment, shortage of transportation, critical equipment failure, terrorism, foreign or domestic wars or hostilities, arrears or restraints, embargoes or other import or export restrictions, action of any government, accidents of the sea, fire, river or navigation of vessels of whatever nature even when occasioned by negligence, default or error in judgment of the pilot, master, mariners or other servants of the vessel's owners, or from any other similar or different cause beyond SI Group's reasonable control. Pursuing the penalty of any force majeure, SI Group's obligations will be suspended and SI Group will have the right to omit any portion of the quantity of Product deliverable hereunder. If the force majeure event continues for ninety (90) consecutive days, SI Group may terminate the agreement on written notice to the Buyer without liability.

10. **ENVIRONMENTAL REGULATION**: Buyer shall properly manage and dispose of all wastes and residues resulting from Buyer's use of materials in accordance with applicable laws. Should any material purchased from SI Group become unsuitable for its intended use, then Buyer becomes the "generator" of such waste, and Buyer is fully responsible for disposal in accordance with all existing Federal, State and local laws and regulations. Buyer bears all responsibility for, and agrees to indemnify, defend and hold SI Group harmless from all liability and costs associated with the return, possession, use, disposal or resale, whether alone or in combination, of products sold hereunder.

11. **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.

12. **TAXES**: Any increase in or new additional tax, excise or government 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.

13. **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) the breach of any material term of the Agreement and the breach thereof, 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 shall be conducted in accordance with the rules of the American Arbitration Association in the city of Schenectady, New York.

14. **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 result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

15. **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.

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

17. **EXPORT CONTROLS**: Buyer certifies that it is not, and is not owned directly or indirectly by anyone, listed on any of the 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 items. Buyer agrees to promptly provide to SI Group any technical data, 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 reasonably believes the item is to be delivered to a person or entity that is a Denied Person, or (b) Buyer is in breach of any material term of this Agreement, or (c) Buyer violates any of its obligations hereunder. Buyer must notify SI Group before providing to SI Group any technical data that is controlled 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 SI Group and its representatives against any damages, costs, losses, liabilities, and/or expenses (including attorneys' 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.

18. **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.

19. **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.

20. **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 is void from the inception.

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

22. **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 any inconsistency between the terms of the attached agreement and the terms of these Standard Conditions of Sale, the specific terms of the attached agreement shall govern.