

## KESSLER CHEMICAL, INC. PURCHASE ORDER TERMS AND CONDITIONS

### SECTION 1: ACCEPTANCE OF ORDERS

All purchases of goods or services ("Products") by Kessler Chemical, Inc., or any affiliate, ("Kessler") shall be governed exclusively by the purchase order documents issued by Kessler, (including specifications and instructions referred to therein and any release issued thereafter), and these Purchase Order Terms and Conditions (collectively, a "Purchase Order"). Any acknowledgement of a Purchase Order or commencement of performance under a Purchase Order by any seller of goods or services ("Seller") shall constitute Seller's acceptance of all the terms and conditions of a Purchase Order. Any acceptance by Seller of a Purchase Order is expressly limited to the Purchase Order terms and conditions. This contract may be accepted only on these Purchase Order terms and conditions. Unless agreed to in writing by Kessler, any addition or other modification to this contract or in quantities, prices or deliveries which are contained in any acknowledgment, invoice or other form or communication from Seller is hereby objected to and rejected, notwithstanding Kessler's acceptance of delivery or payment.

### SECTION 2: CHANGES/CANCELLATION OF ORDERS

Kessler reserves the right to change, terminate or suspend this Purchase Order contract or the contract formed upon its acceptance at any time without cause. In the event of such change, termination or suspension, Kessler's liability will be limited solely to payment for goods delivered or services rendered through the date of termination. No modifications to the Purchase Order by Seller will be valid unless agreed to in writing by Kessler. Kessler may change the Purchase Order at any time by written notice to Seller. In no event shall Kessler be liable for any loss of profit or for any incidental, indirect or consequential damages or losses incurred by Seller as a result of termination.

### SECTION 3: NON-CONFORMING GOODS

If, in Kessler's judgment, the goods or services supplied by Seller are defective or nonconforming, or Seller fails to comply in any material respect with any of the terms, conditions or warranties of this contract, then Kessler may, at its option: (a) terminate this contract or any part hereof; (b) reject goods or services in whole or in part; (c) return goods to Seller and charge Seller with all costs, expenses and damages associated with such return; (d) purchase substitute goods or services elsewhere and charge Seller for any loss, costs and damages incurred; or (e) require Seller promptly to replace, repair or otherwise correct, without expense to Kessler, any nonconforming goods or services. Any such replacements, repairs or corrections shall be subject to the warranties stated herein. Any rights and remedies stated herein shall be in addition to any rights and remedies provided by law or equity, and shall survive inspection, test, acceptance and payment.

### SECTION 4: DELIVERY

Seller agrees to properly pack, identify, label, and ship goods in accordance with the requirements of Kessler and governmental or regulatory agencies. Time, quantity, and accuracy of deliveries are of the essence. Seller shall immediately notify Kessler if Seller's timely performance under a Purchase Order is delayed or likely to be delayed, in whole or in part, and Seller shall provide Kessler with all available information regarding the reasons for such delay. Such notice shall not constitute a waiver by Kessler of any of Seller's obligations hereunder. If delivery of goods or rendering of services is not completed by the time, at the location and in the quantities required by the Purchase Order, Kessler reserves the right, without liability and in addition to its other rights and remedies to terminate the Purchase Order by written notice effective upon delivery to Seller as to stated goods not yet shipped or services not yet rendered. The title and risk in the goods shall remain with Seller until the goods are delivered to the location specified in the Purchase Order and a delivery receipt is signed by an authorized representative of Kessler, at which time title and risk in the goods shall transfer to Kessler. Any goods or material delivered in excess of the amount called for by this Purchase Order, and any defective material delivered thereunder, may be refused and returned at the expense of the Seller. In the event that the performance by Seller or Seller's agents under this Purchase Order requires entrance on or into premises of Kessler (or Kessler's agent), Seller shall comply with all safety rules and regulations of Kessler which may include, but not be limited to, safety and hold harmless requirements of Kessler.

### SECTION 5: WARRANTY

Seller warrants that all goods and services supplied under this contract shall: (a) conform to all specifications, drawings, samples or other descriptions requested or referenced by Kessler, or previously agreed to in writing; (b) be delivered and performed in a safe and responsible manner; (c) be of quality and workmanship consistent with the highest standards of the trade; (d) be of uniform grade and consistency; (e) be merchantable and free from all defects; (f) be fit for the purposes intended; (g) be free from liens and encumbrances with good title conveyed; and (h) be manufactured, contained, packaged, labeled, transported or otherwise provided in accordance with all applicable laws, regulations, permits and industry standards. Seller also warrants that it shall obtain and assign or otherwise provide to Kessler the benefits of warranties provided by manufacturers or suppliers of material or equipment incorporated into the goods or services, and shall perform its responsibilities so that such warranties remain in full effect. Acceptance of Products by Kessler shall not be deemed to affect Kessler's rights or the Seller's obligations herein.

### SECTION 6: PRICING AND PAYMENT

All prices are in U.S. dollars unless otherwise specified. All prices are as indicated in the Purchase Order. Payment shall not constitute acceptance of goods or services or waiver of any claims related thereto. If Seller shall quote or sell at lower net prices similar goods under similar provisions and in similar quantities, such lower prices will be substituted for the prices specified herein. Kessler shall pay due and valid invoices upon Kessler's next payment system run immediately following the later of: (a) the expiration of 30 days from the date Kessler receives the invoice at the location specified in this Purchase Order; (b) the net payment terms stated in this Purchase Order; or (c) the net payment terms or due date in Seller's invoice.

### SECTION 7: FORCE MAJEURE

Neither party shall be liable for delays or defaults under this Purchase Order due to acts of God, acts of government authority, acts of public enemy, war, fires, floods, epidemics, strikes, labor troubles, or causes or contingencies reasonably beyond its control, but the provisions of this paragraph shall not prevent Kessler from canceling or terminating this Purchase Order in accordance with other provisions of this Purchase Order. If an actual or potential labor dispute, material shortage or other condition occurs that delays or threatens to delay Seller's performance under this Purchase Order, Seller shall immediately give written notice to Kessler that includes all relevant information with respect to such delay, including actions being taken to overcome or minimize the delay.

### SECTION 8: TAXES

Tax Liability for all taxes or governmental charges imposed by federal, state, provincial or local law relating to this Purchase Order transaction (except those specifically imposed upon Kessler) shall be assumed and paid by Seller.

### SECTION 9: CONFLICT MINERALS

Seller warrants that either (a) the product(s) supplied to Kessler hereunder do not contain tin, tungsten, tantalum and/or gold ("Conflict Minerals"), or (b) if the product(s) supplied hereunder do contain Conflict Minerals, then such Conflict Minerals are "conflict free", because they either: (i) do not originate from the Democratic Republic of Congo, the Republic of the Congo, Central Africa Republic, South Sudan, Zambia, Angola, Tanzania, Burundi, Rwanda, or Uganda; or (ii) originate from smelters that have been certified as "conflict free." The foregoing warranties are required in order to meet Kessler's commitment to responsible sourcing and its customers' disclosure obligations under the section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

### SECTION 10: CHANGES TO PRODUCTS OR SERVICES

Seller may not change or allow to be changed material specifications, materials of manufacture, sources of supply, manufacturing process, test methods or manufacturing location without advanced written notice to Kessler (which such notice shall provide sufficient time for Kessler to assess the impact of such change) and Kessler's written acceptance thereof. Seller may not discontinue the Products until the later of twelve (12) months after receipt by Kessler of notice of discontinuance by Seller, or the time-period required by Kessler to transition to an alternate supplier.

#### SECTION 11: INTELLECTUAL PROPERTY

Seller warrants that its furnishing of the Products sold hereunder, the method of manufacture thereof, and the use or resale of such Products do not infringe any United States or foreign patent, copyright, trademark or trade secret. The copyright to all copyrightable material arising out of anything done pursuant to this Purchase Order contract shall be assigned by Seller to Kessler without cost or expense to Kessler and Seller agrees to take appropriate action to assign such rights. Seller shall indemnify and hold harmless Kessler, its affiliates, subsidiaries, agents, directors, officers, and employees, and each subsequent purchaser and customer of Products, from any losses, costs, damages, and liabilities, including without limitation, any attorney's fees, court costs and fines, arising from any potential or actual claim, suit, injunction, proceeding, or investigation alleging infringement or violation of any third party intellectual property rights or license.

#### SECTION 12: COMPLIANCE WITH APPLICABLE LAWS/LICENSES AND CONSENTS

Seller warrants and agrees that: (a) all chemical substances furnished hereunder have been properly reported for the Toxic Substances Control Act inventory and otherwise comply with said Act; (b) it will notify KESSLER if any item(s) on this Purchase Order is subject to export notification or is a controlled substance requiring licensing (including TSCA section 12B); (c) none of the goods ordered constitutes an article or commodity which may not be introduced into commerce under the provisions of any law or governmental agency order or regulation (including, but not limited to, the Federal Insecticide, Fungicide and Rodenticide Act and the Federal Food, Drug and Cosmetic Act); and (d) Seller has complied with all applicable federal, state, provincial and local laws, regulations and orders (including, but not limited to, labor and discrimination laws) as amended from time to time, in connection with the manufacture, sale, delivery and performance of the Product being purchased hereunder. Upon request, Seller will verify its compliance with applicable laws or governmental agency orders or regulations.

#### SECTION 13: WAIVER

KESSLER's waiver of any provision contained in the Purchase Order or KESSLER's waiver of any breach thereof shall not constitute a waiver of any other provision or of a subsequent breach.

#### SECTION 14: LIMITATION OF LIABILITY

In no event shall Kessler be liable to Seller for any amount greater than the price paid for the portion of the Products as to which liability arises, or for any incidental, special or consequential damages. Seller assumes all risk of loss of or damage to its materials and equipment and any articles entrusted to Seller while in Seller's possession or under Seller's control. Seller shall promptly reimburse Kessler for the value of any article that belongs to Kessler. Any other damage shall be repaired promptly by Seller at Seller's expense.

#### SECTION 15: STATUS

This Purchase Order and the contract formed upon its acceptance shall not give rise to an employment, partner, joint venture or agency relationship between Kessler and Seller. Seller shall be an independent contractor and, as such, shall be responsible for the supervision of its employees, the payment of their salaries, wages and benefits, and the withholding and proper disposition of all payroll taxes related thereto.

#### SECTION 16: INDEMNIFICATION

Seller shall defend, indemnify and hold harmless Kessler, its parents, subsidiaries, affiliates, successors and assigns, and each of their respective agents, contractors, employees, officers and directors, from and against any and all losses, liabilities, damages, claims, royalties, fines, penalties, costs and expenses (including attorneys' fees) ("Claims") arising out of or relating to: (a) any breach by Seller of any covenant, representation or warranty set forth or referenced in this contract; (b) the shipping or transporting of the goods purchased hereunder prior to passage of title to Kessler; (c) any act or omission of Seller, its agents, employees or subcontractors which relates to Seller's performance of this contract (including, Claims of Seller's employees for which Seller's liability would otherwise be limited or barred under applicable workers' compensation or similar laws), unless resulting solely from the negligence of Kessler; (d) any violation or alleged violation by Seller of any federal, state, provincial or local law or regulation; or (e) any environmental or pollution damage arising out of or in connection with Seller's performance of this contract (including any arising under, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response,

Compensation and Liability Act), unless such damage results solely from the negligence of Kessler. Kessler shall have the right to select counsel and control the defense and settlement of any Claims.

#### SECTION 17: INSURANCE

Seller shall maintain, with insurance companies authorized to do business where goods are delivered, insurance of the types and in the amounts that are reasonable and customary (or legally required). Seller agrees to obtain and keep in effect, with an insurance company reasonably acceptable to Kessler, commercial general liability insurance with broad form coverage including product liability, pollution, completed operations insurance coverage, and blanket contractual coverage, including the liabilities Seller assumes hereunder. Seller shall provide Kessler with insurance certificates evidencing such insurance, which certificates shall provide that such coverages may not be materially changed or canceled without thirty (30) days prior written notice to Kessler. The consent of Kessler to insurance shall not be considered as a limitation of Seller's liability, nor an agreement by Kessler to assume liability in excess of insurance limits or for risks not insured.

#### SECTION 18: COMPLETE AGREEMENT/SEVERABILITY

The Purchase Order constitutes the complete agreement between Kessler and Seller and no additional or different term or condition stated by Seller shall be binding unless agreed to in writing by Kessler. No course of prior dealings and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. If any part of the Purchase Order is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the party seeking such compensation.

#### SECTION 19: GOVERNING LAW

Kessler's Purchase Order is made, executed, and delivered in Pennsylvania and any controversy arising hereunder or in relation to Kessler's Purchase Order shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Pennsylvania as if all parties to the contract were domiciled in the Commonwealth of Pennsylvania. Should any dispute arise between the parties, the parties agree to the exclusive jurisdiction of the Court of Common Pleas of Northampton County or the United States District Court for the Eastern District of Pennsylvania regardless of where the Purchase Order may be signed or Product provided.

#### SECTION 20: ASSIGNMENT

Seller shall not assign the specific Purchase Order without the prior written consent of KESSLER. Such consent shall not release SELLER from its obligations and liabilities under this Purchase Order.

#### SECTION 21: CONFIDENTIALITY

Seller agrees to keep confidential all proprietary information of KESSLER including, but not limited to, trade secrets, know how, processes, customer lists, research, pricing and technical data.

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