



## GENERAL TERMS AND CONDITIONS OF SALE

### 1. General

- 1.1 These general terms and conditions of sale ("**General Conditions**") are applicable to every offer, quote, purchase order, order confirmation, invoice or agreement between any affiliate of Azelis Americas, LLC ("**Azelis**") and the purchaser ("**Purchaser**") of goods hereunder, unless otherwise agreed in writing between the parties. In the event of any conflict between these General Conditions and any more specific conditions agreed in a separate writing between the parties ("**Specific Conditions**"), the provisions of the latter shall prevail.
- 1.2 The General Conditions and any Specific Conditions shall hereinafter jointly be referred to as the "**Agreement**".
- 1.3 Acceptance of the General Conditions implies that the Purchaser renounces in full the application of its own general terms and conditions (of purchase), which are rejected by Azelis.

### 2. Delivery

- 2.1 Purchaser agrees to inspect all material as it is unloaded, and if transit damage has occurred, Purchaser will substantiate the claim with the carrier on the freight receipt. Unless so noted, any materials offloaded will be considered as delivered in good condition. All shipments are F.O.B. the Azelis shipping point, unless otherwise expressly agreed in writing. Purchaser assumes all risk and liability for loss or damage resulting from the shipment, handling, use or application of the goods and their containers.
- 2.2 Times of delivery are only estimates and not guaranteed. Azelis will use commercially reasonable efforts to fulfil each order on the confirmed delivery date and to avoid or limit delays.
- 2.3 The Purchaser is obliged to take possession of the ordered products on the confirmed delivery dates. Should the Purchaser for any reason, except for delivery of defective products, not take possession of the products at the time of delivery: (i) the products shall be deemed to have been delivered; (ii) the risk in the products shall pass to the Purchaser; and (iii) Azelis is entitled to store the products at the sole expense and risk of the Purchaser. Such protective measure does not suspend the payment obligation of the Purchaser.

### 3. Title and Risk of Loss

- 3.1 Title and risk of loss for all products sold by Azelis will pass to Purchaser upon delivery to the carrier at the Azelis shipping location.
- 3.2 Azelis shall not be liable for any discharge, spill or other incident, including but not limited to expenses for any clean-up costs, involving any materials transported hereunder.
- 3.3 Azelis assumes no obligation or liability for any technical or other advice given about the goods or the results to be obtained from them, whether alone or in combination with other materials. Purchaser is not entitled to rely on Azelis and must independently make its own evaluation of any advice given and

the suitability, use, qualities, and proper application of the goods ordered. Purchaser agrees to familiarize itself with and keep informed of any hazards to persons and/or property involved in handling and use of and applications for the goods, their proper labelling, storage and packaging and the containers in which the goods are shipped. Purchaser shall advise and warn its employees, customers, independent contractors and others who handle and use or can be expected to handle and use the goods of their hazards and proper use and storage.

### 4. Trademarks, Product Labels

The Purchaser must not use any trademark, logo or other product label of Azelis or any third party on repacked or processed material, nor on its websites and social media or in any other manner, unless agreed upon explicitly by Azelis and any other relevant party.

### 5. Price and Payment Terms

- 5.1 Prices remain subject to change prior to shipment.
- 5.2 Unless otherwise agreed, or pursuant to Section 5.6 below, Azelis' invoices are payable within 30 calendar days following the invoice date, via bank transfer on such bank account as indicated thereon (including any costs, taxes, duties or other levies). Any objection should be communicated by the Purchaser via registered mail within 7 calendar days following receipt of the invoice. Upon expiration of such term, the relevant invoice shall be considered accepted by the Purchaser and no further complaints shall be accepted by Azelis.
- 5.3 In case of (partial) non-payment of an invoice on the due date will be subject to a late payment fee computed daily at a rate equal to one and one-half percent (1.5%) per month or the highest rate permissible under applicable usury law. All legal costs incurred by Azelis in the process of collecting any past-due amounts are payable by the Purchaser.
- 5.4 To secure payment of the purchase price as shown on invoices, Azelis will retain a security interest in products delivered to Purchaser and in any proceeds of said products until the obligation is fully paid.
- 5.5 In case of (partial) non-payment of an invoice on the due date Azelis further reserves the right to suspend the execution of all pending purchase orders.
- 5.6 Payment by credit card for invoiced amounts are accepted when Purchaser has previously supplied Azelis with a complete credit card payment application and authorized payment in full.

### 6. Disclaimer of Warranties and Limitation of Remedies

- 6.1 **Azelis is NOT the manufacturer of the products listed on a purchase order. The products furnished hereunder by Azelis shall carry whatever warranty the**

**manufacturer has conveyed to Azelis and which can be passed on to Purchaser and none other. In limited circumstances where Azelis may manufacture products sold hereunder, Azelis represents that the products shall meet the written specifications. Azelis makes no other warranty or representation of any kind whatsoever, express or implied, and to the greatest extent allowed by law all warranties including but not limited to any warranty of merchantability and fitness for a particular purpose are hereby disclaimed.**

- 6.2 **Purchaser agrees that its remedy for breach of any part of this Agreement shall be limited to the purchase price of the products actually purchased and delivered or replacement of such products as Azelis determines in its sole discretion. In no event shall Azelis be liable for any indirect, special, punitive or consequential damages, nor shall Azelis be liable for lost profits, lost revenue or any similar claims.**

### 7. Indemnity

- 7.1 Except where Azelis is proven to be negligent, Purchaser hereby assumes and agrees to defend, indemnify and hold Azelis harmless from any and all liability arising from claims by Purchaser and any third parties, including without limitation Purchaser's employees and customers, for damages and costs (including reasonable attorneys' fees) resulting from or in connection with the services or the goods delivered hereunder whether or not they are used in combination with other substances or are used in any manufacturing, blending or other processes. Purchaser further agrees to indemnify Azelis against all losses occasioned by the negligence of Purchaser or its agents.

### 8. Anti-bribery and Export Control

When conducting business with Azelis, the Purchaser shall, and shall cause its directors, officers, employees, agents and representatives (the "Representatives") to comply with Azelis' Code of Conduct (as available on [www.azelis.com](http://www.azelis.com)), all applicable anti-bribery legislation and any local or international export control regulations. In particular, the Purchaser and its Representatives shall refrain from (i) making any payments or give other inducements which are considered as a bribe or facilitation payment and (ii) infringing any diplomatic, economic or military sanction or restrictive measure imposed on certain countries, individuals or entities by any governmental department or agency of the United States of America.

### 9. Force Majeure

Azelis shall be legally released of, and not obliged to comply with, any obligation vis-à-vis the Purchaser in case of an event of force majeure including but not limited to



explosion, fire or flood, protests, riot, civil commotion, acts of terrorism, governmental actions, lock-outs, traffic circulation problems, strikes or other industrial action, import or export restraints, supply chain disruption, embargo, epidemics, equipment damages, material shortage, failure of Azelis' supplier to deliver the products in time and any event which prevents the normal supply of its products, as well as similar circumstances that affect Azelis' subcontractors or suppliers. During such event of force majeure, the obligations on the part of Azelis are suspended for a period equal to the period during which the event of force majeure exists.

## 10. Termination

Azelis has the right to rescind the Agreement or as the case may be, to terminate the Agreement with the Purchaser at any time, with immediate effect, without prior notice and without compensation (i) in case the products are seized by a third party; (ii) in case of breach by the Purchaser of one or more of the obligations arising from this Agreement in case the breach has not been remedied within 7 calendar days following a written notice by Azelis; (iii) in case of a breach by the Purchaser or its Representative(s) of any of the obligations set out in paragraph 8, (iv) if the Purchaser enters into any composition or similar general arrangement (formal or informal) with its creditors or is or threatens to be unable to pay its debts, is subject to a procedure of judicial reorganisation or bankruptcy, has a receiver or administrator appointed in respect of its undertaking, assets or income or any part thereof, has passed a resolution for its liquidation, or a request is filed or an order is made by any court for its liquidation or for its administration; (v) if the Purchaser ceases to trade; or (vi) if Azelis ceases to have (timely) access to raw materials or the Products for resale to the Purchaser. In case of termination, Azelis likewise reserves the right to claim compensation for all costs, interests and damages incurred by Azelis.

## 11. Confidentiality

The Purchaser acknowledges that in the course of the performance of its Agreement it may have access to confidential or proprietary information of Azelis. Such confidential information will remain the sole and exclusive property of Azelis and will not be used by the Purchaser for any purpose other than the discharge of the Purchaser's obligations hereunder.

## 12. Miscellaneous

12.1 The Agreement constitutes the entire agreement between the parties. The Purchaser acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Azelis which is not set out in the Agreement.

12.2 In the event that any one or more of the provisions of the Agreement, shall, for any

reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed in the manner which reflects as closely as possible the provision which has become ineffective.

12.3 Failure or delay by Azelis in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of its rights under the Agreement. Any and all claims by Purchaser will be deemed waived unless made in writing to Azelis within 10 days of when Purchaser learns or reasonably should have learned about the claim and in any event not later than 30 days after shipment.

12.4 Any waiver by Azelis of any breach of, or any default under, any provision of the Agreement by the Purchaser will not be deemed to be a waiver of any subsequent breach or default.

12.5 The Purchaser may not assign any of its rights or obligations without the prior written consent of Azelis. Azelis may assign any of its obligations under this Agreement to any of its affiliates.

## 13 Applicable Law and Jurisdiction

13.1 All Agreements as well as all other agreements that result therefrom, are exclusively governed by the laws of the state identified in the address for the Azelis entity on the invoice to Purchaser, without regard to choice of law rules.

13.2 All disputes arising out of or in connection with the Agreement as well as all other agreements that result there from, shall be exclusively submitted to the courts of the state identified in the address for the Azelis entity identified on the invoice.

## 14 Return Policy

14.1 Unless noted in the No Returns Policy below, returns may only be accepted on material within 30 days of delivery and must be accompanied by a Return Goods Authorization (RGA) issued by Azelis in its sole discretion. Contact Azelis Customer Service Department to obtain a RGA. Returns may only be accepted on unopened material in the original packaging, undamaged, and with original labels and markings and are subject to a restocking fee, (minimum of \$75). Purchaser is responsible for all return shipping charges. Refund will be processed once material is returned and after thorough examination of the goods as they relate to the return policy. In the event of a quality concern that relates to material performance and specifications, please contact your local Azelis Technical Account Manager.

14.2 No Returns. Items that are ineligible for return under any circumstances include the following:

- Opened or partially consumed goods.
- Material that is no longer in original packaging or does not have original labels and markings.
- Material that is leaking or in compromised/damaged packaging.
- Items that are exclusive to Purchaser.

- Items that Seller did not sell to Purchaser.
- Material that is past its shelf life.