

Allan Chemical Corporation
STANDARD TERMS AND CONDITIONS OF SALES

1. TERMS

These Terms and Conditions of Sale (these “Terms”) apply to the sale and delivery by Seller to Customer of the Product as set forth in the Agreement to which these Terms are attached. These Terms are incorporated into the Agreement and, in combination therewith, constitute the entire agreement between the parties with respect to the sale and delivery of the Product. The Agreement is expressly limited to these Terms, and any and all terms or provisions submitted by Customer which add to, conflict with, or otherwise modify these Terms or the Agreement are expressly rejected.

Seller’s commencement of work on the Products subject to Buyer’s order, shipment of the Products, or performance of all or a portion of the services subject to an order, whichever occurs first, shall constitute an acceptance of Buyer’s purchase order and these Terms and Conditions without any additional or different terms. These Terms and Conditions may not be altered amended, nor waived except in writing signed by an officer of the party to be bound thereby. Acceptance of Buyer’s purchase order is subject to acceptance of the express Terms and Conditions contained herein. If any provisions of Buyer’s purchase order or other writings are different from, or are otherwise in conflict with these Terms and Conditions, these Terms and Conditions shall govern and the terms contained in Buyer’s purchase order or other writings are expressly rejected by Seller.

2. PRICE

Quoted prices are based upon present taxes (other than sales taxes), freight rates, United States Tariff classifications and import duties. Buyer shall pay any increased costs resulting from such changes or from Buyer’s selection of means of transportation. Buyer shall reimburse Seller for all taxes, customs, duties or other charges by any national, state or municipal government upon the sale, use, production, or transportation of Product, which Seller is required to pay. Any and all current or future taxes, fees, or governmental charges applicable to the sale, delivery or shipment of the Product that Seller is required to pay or collect shall be payable by Customer either directly or if paid by Seller, paid by Buyer within thirty (30) days of the date of invoice from Seller of such additional costs and not subject to any offset or reduction for any reason.

3. PRICE ADJUSTMENTS

Seller may adjust Product prices at any time. Buyer may suspend orders immediately upon notice of a price increase. In the event price protection is stated in a written agreement between the parties, Seller may temporarily suspend such Product’s price protection in extraordinary market conditions as determined by Seller in its discretion. Seller shall reinstate the Product’s price protection upon Seller’s determination that the market condition for the Product is no longer extraordinary.

4. PAYMENT

Standard payment terms shall be NET 30 days from date of invoice. Past due balances are subject to a late payment charge of 18% per annum, or the maximum amount permitted by applicable law, whichever is less. Buyer shall pay all of Seller’s charges, costs and legal fees incurred in collecting



Allan Chemical Corporation
STANDARD TERMS AND CONDITIONS OF SALES

amounts owed.

5. TITLE AND RISK OF LOSS.

Title and risk of loss for Products transfers to Buyer at Seller's shipping point, unless Products are shipped in Seller's vehicles in which case title and risk of loss transfers to Buyer when the vehicle first enters Buyer's property.

6. WARRANTY

The product is provided "as is, where is" and with all faults. Seller makes no warranties whatsoever express or implied, oral, written or otherwise including without limitation warranties of fitness for a particular purpose and merchantability or warranties of merchantability.

7. REMEDIES

Seller's liability for nonconforming Products is exclusively limited, at Seller's option, to replacement of the defective Products or refund of the purchase price of such Products. Seller's liability for any defective or negligent service is limited to Seller re-performing the service or a refund of an amount not to exceed the amount paid for the service, or, if the services were provided free of charge, to pay an amount not to exceed the amount paid for the Products to which the services related in the 12 months prior to the event of the liability.

8. LIMITATION ON LIABILITY

In no event will the Seller be liable for incidental, special or consequential, indirect, exemplary or punitive damages from any cause or for any reasons whatsoever, irrespective of whether the claim arises from actual or alleged breach of warranty, indemnification, breach of contract, product liability, contribution or any legal theory and in no event will the Seller be liable for lost profits, costs or losses not associated with direct physical damage to property for any claims made under or related to the sale of products or services to the Buyer. In no even shall the Seller's liability exceed the purchase price of the products or services that are subject of any claims made by the Buyer.

9. INDEMNITY

Buyer agrees to defend, indemnify and hold Seller, its officers, directors, agents, and employees harmless from and against all claims, demands, actions causes of action, proceedings, losses, expenses, damages or penalties, including without limitation court cost and reasonable attorneys' fees (collectively "Claims") arising or resulting from its use of the Product.

10. CLAIMS

Any claim for shortage or non-conforming Products must be made in writing to Seller within 30 days after Buyer's receipt of the Product. Any claim for non-delivery of Product must be made within 30 days



Allan Chemical Corporation, 235 Margaret King Avenue, Ringwood, NJ 07456

973-962-4014 | info@allanchem.com | Page 2 of 4

Standard Terms and Conditions of Sales

Allan Chemical Corporation
STANDARD TERMS AND CONDITIONS OF SALES

after the date upon which the Product was to be delivered. As to any claim not reasonably discoverable within such 30-day period (including claims discoverable only in processing, further manufacture, other use or resale), such claim must be in writing and received by Seller within 180 days after Buyer's receipt of the Products. Failure of Seller to receive written notice of any such claim within the applicable time-period shall be deemed an absolute and unconditional waiver by Buyer of such claim. Products may not be returned without Seller's permission and transportation for return will not be paid by Seller unless authorized in advance.

11. FORCE MAJEURE

Seller is not liable for nonperformance or delay in performance caused by circumstances beyond Seller's control ("Force Majeure Event"). A Force Majeure Event includes, without limitation, (a) acts of God, war, riots, fire, explosions, floods, strikes, lockouts, injunctions, accidents, Product short supply, unforeseen shutdown of major sources of supply, breakage of machinery or apparatus, or national emergency, (b) Seller's inability to obtain at prices Seller deems in its discretion to be commercially reasonable, the Product, fuel, power, raw materials, labor, containers or transportation facilities, (c) the occurrence of any unforeseeable contingency making performance impracticable, or (d) compliance in good faith with any applicable governmental statute, regulation, or order. Any delivery so suspended shall be cancelled without liability, but these Terms and Conditions shall otherwise remain unaffected. This section does not apply to payment obligations.

12. QUANTITY

Seller is not obligated to deliver in any month more than a proportionate part of the maximum quantity specified, determined by dividing such maximum quantity by the total number of months included in the period of performance. When in the opinion of Seller there is a period of shortage of supply of said products for any reason, Seller may allocate its available supply among any or all of its various customers in its sole discretion with no liability on its part for failure to deliver the quantity or any portion to Buyer.

13. PRODUCT STEWARDSHIP

Buyer agrees that Products will be used, handled, stored, transported and disposed of in such a manner as is necessary for the safety and protection of persons, property and the environment, and in accordance with the manufacturer's recommendations and applicable laws and regulations. Buyer agrees to instruct its employees with respect to, and to make certain that they know and understand; procedures necessary to enable them to comply with the requirements set forth herein and make certain that they are adequately trained in the use, handling, storage, transportation and disposition of the Products. Buyer further agrees to deliver the most recent edition of Product literature, including MSDSs, to its employees and customers and to maintain a written record of such deliveries. Buyer shall only sell to those who can handle, use, store, transport and dispose of Products safely.



Allan Chemical Corporation
STANDARD TERMS AND CONDITIONS OF SALES

14. TERMINATION

Any order or delivery may be terminated or suspended, (a) by either party if any proceeding under bankruptcy is brought by or against the party, (b) by a party if the other party defaults in its material obligations and such default is not cured within a reasonable time if such default is curable, or (c) by Seller if it has reason to doubt the ability or willingness of Buyer to pay for the Products.

15. ARBITRATION

The parties will submit any dispute related to this Agreement to arbitration in or around Ringwood, New Jersey before one arbitrator under the American Arbitration Association's Commercial Arbitration Rules. A party may seek interim relief from any court having jurisdiction without waiving any remedy under this Agreement. The arbitrator may not award punitive damages or other damages not measured by actual damages, or limit, expand or otherwise modify the terms of this Agreement. A party may enter a judgment on an award in any court having jurisdiction. The prevailing party is entitled to an award of reasonable attorney fees. This Agreement is governed by the laws of the State of New Jersey.

16. ASSIGNMENT

The Buyer may not assign, convey or transfer the Agreement, or any part thereof, without the prior written consent of the Seller, which consent may be withheld by Seller for any reason or no reason. Seller may assign this Agreement without the prior written consent of Customer to a person or entity controlling, controlled by or affiliated with Seller. The Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

17. PROHIBITION

The buyer is prohibited from selling any product, in whole or in part, directly or indirectly in any transactions involving (1) Iran, Cuba, Crimea, Sudan, Syria, or North Korea or shipments to those countries; (2) Any product produced in whole or in part in, or transshipped through, those countries; or, (3) Any person, entity or vessel identified on the U.S. Department of the Treasury's list of specially designated nationals (i.e., "SDN List").

18. COMPLIANCE WITH LAWS AND REGULATIONS

Customer is responsible for complying with any and all applicable federal, state and local laws, codes, ordinances, rules, regulations, and administrative orders, including, without limitation, export and import laws, rules.

