

Standard Conditions of Sale

ADDENDUM 1



Unless specifically provided for otherwise in an agreement to which these Standard Conditions are attached, or in a separate written instrument signed by SI Group, the following standard conditions of sale shall apply to the sale of SI Group products.

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 net thirty (30) days from the invoice date. Payment shall be remitted via electronic funds transfer to the account designated by SI Group. Should any amounts owing by the Buyer be past due, SI Group may, without prejudice to its other remedies, withhold further shipments or deliveries to the Buyer until all indebtedness has been fully paid. SI Group may assess default interest up to the maximum rate permitted by law.
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 price, freight terms, and/or terms of payment hereunder, or continuing 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. **GROUP 1 PRODUCTS; RESTOCKING FEES:** SI Group maintains a list of Products that are considered not part of our standard offering ("Group 1 Products"), which list can be found at <https://siigroup.com/group1products>. If any products supplied by SI Group hereunder are Group 1 Products, Buyer shall not be entitled to cancel any confirmed purchase order(s) for such Group 1 Products. In the event of cancellation by Buyer, Buyer will be responsible for paying to SI Group the full Price for such canceled purchase order(s). For any products which are not Group 1 Products, any cancellation by Buyer of a confirmed purchase order for non-Group 1 Products shall be subject to a restocking fee equal to fifty percent (50%) of the total Price of such canceled purchase order. For Group 1 Products, (i) for any request made by Buyer to delay delivery or shipment of any confirmed purchase order within 28 days prior to planned shipment date, Buyer shall be responsible for a restocking fee in the amount of 50% of the order value; (ii) for any request made by Buyer to delay delivery or shipment of any confirmed purchase order greater than 28 days but less than 90 days prior to planned shipment date, Buyer shall be responsible for a restocking fee in the amount of 25% of the order value; and (iii) for any request made by Buyer to delay delivery or shipment of any confirmed purchase order greater than 90 days prior to planned shipment date, no restocking fee will apply. For products which are not Group 1 Products, (i) for any request made by Buyer to delay delivery or shipment of any confirmed purchase order within 3 days (72 hours) prior to planned shipment date, Buyer shall be responsible for a restocking fee in the amount of 50% of the order value; (ii) for any request made by Buyer to delay delivery or shipment of any confirmed purchase order greater than 3 days but less than 28 days prior to planned shipment date, Buyer shall be responsible for a restocking fee in the amount of up to 50% of the order value; and (iii) for any request made by Buyer to delay delivery or shipment of any confirmed purchase order greater than 28 days prior to planned shipment date, no restocking fee will apply.
4. **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 BUYER'S EXCLUSIVE WARRANTY. BUYER MAY NOT EXTEND THIS WARRANTY TO 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.
5. **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, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES.
6. **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. 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 any claim against SI Group based on SI Group's technical advice, statements, data, services or recommendations.
7. **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.
8. **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 in transit will be entertained unless a separate notice in writing is given to the carrier 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 products. 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 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 notification 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.
9. **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.
10. **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, or inability to obtain, raw materials, fuel, equipment, or utilities, shortage of transportation, critical equipment failure, terrorism, foreign or domestic wars or hostilities, arrests or restraints, embargoes or other import or export restrictions, action of any government, accidents of the seas, canals or 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. During the pendency of any force majeure event, 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.
11. **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 handling, possession, use, disposal or resale, whether alone or in combination, of products sold hereunder.
12. **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.
13. **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.
14. **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 restructuring).
15. **GOVERNING LAW:** This agreement shall be deemed to have been made in São Paulo and shall be governed by and construed in accordance with the laws of the State of São Paulo and the laws of Brazil applicable therein. Buyer hereby irrevocably submits to the jurisdiction of the Courts of São Paulo. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
16. **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.
17. **COMPLIANCE WITH LAWS:** In the performance of the agreement, Buyer shall comply with all applicable laws and governmental decrees, rules, regulations and orders.
18. **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 owned 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 Items. 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 and/or cancel the export and any post-delivery service if (a) SI Group has not received all requested export-related documentation and/or the governmental approvals that SI Group deems to be required, (b) SI Group believes that such activity may violate any Trade Control Laws or SI Group's own compliance policies, or (c) Buyer violates any of its commitments 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.
19. **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.
20. **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.
21. **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.
22. **SURVIVAL:** All rights accruing prior to the expiration or other termination of the agreement will survive such expiration or termination.
23. **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.