Supplier Document

Standard Terms and Conditions

1. **ACCEPTANCE.** As used herein, “Master Chemical Corporation” is an Ohio Corporation which does business in North America as “Master Fluid Solutions®” (hereinafter “MFS”). MFS has numerous international wholly-owned subsidiaries and related or controlled affiliates worldwide doing business under various names including “Master Fluid Solutions®”, “Master Chemical” or under any tradename or trademark of MFS. “MFS”, as used herein, refers to MFS and to any subsidiary or affiliate of MFS wherever located or doing business under any name in the broadest sense. As used herein, “Supplier” means any person, entity, or business which is selling or supplying materials, goods, or services of any type to MFS. Unless otherwise provided in separate written agreements or separate written terms, signed by MFS, the following Standard Terms and Conditions apply to any and all transactions between MFS and Supplier anywhere in the world and between Supplier and any subsidiary or affiliate of MFS anywhere in the world. Each purchase order (“Order”) of MFS shall be deemed accepted and Supplier shall be bound by the terms thereof including these Standard Terms and Conditions of Purchase on the earliest of the following dates: (a) upon Supplier’s written acknowledgement, including, without limitation, by facsimile or electronic mail, (b) upon commencement of work by Supplier producing or procuring the goods subject to the Order, (c) upon the promise to ship the goods in accordance with the terms of the Order, (d) shipment of such goods in accordance with such terms, or (e) in the absence of any written notice to the contrary within two business days of delivery of the Order to Supplier. Any acceptance of an Order is limited to acceptance of the express terms contained in the Order and these Standard Terms and Conditions of Purchase. Any proposal for additional or different terms or any attempt by Supplier to vary in any degree any such terms in Supplier’s acceptance is hereby objected to and rejected, but such proposals shall not operate as a rejection of the Order unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods, but shall be deemed a material alteration thereof, and the Order shall be deemed accepted by Supplier without such additional or different terms. Supplier acknowledges and agrees that: **ACCEPTANCE OF ANY ORDER IS EXPRESSLY LIMITED TO THE TERMS OF THE ORDER AND THESE STANDARD TERMS AND CONDITIONS OF PURCHASE.**

   If an Order shall be deemed an acceptance of a prior offer by Supplier, such acceptance is expressly conditioned on Supplier’s acceptance of any different or additional terms contained in such Order and these Standard Terms and Conditions of Purchase and an acknowledgement that the Order and these Standard Terms and Conditions of Purchase constitute the entire agreement between the parties with respect to the goods or services on the Order. The parties acknowledge and agree that these Standard Terms and Conditions of Purchase are automatically and specifically incorporated in, supplement and become a part of each Order without the need for any reference to these Standard Terms and Conditions of Purchase in such Order.
2. **DELIVERY / RISK OF LOSS / FORCE MAJEURE / CHANGES.** The terms of delivery are stated on the face of the Order. The obligation of Supplier to meet the delivery dates, specifications, and quantities set forth on an Order or otherwise specified in writing by MFS is of the essence. MFS may reject or return at Supplier’s expense any delivery of goods or portions thereof (a) received by MFS before or after the delivery date specified in the Order or otherwise in writing by MFS, (b) which is less than or in excess of the quantity specified in the Order, or (c) which does not meet the specifications in the Order. The acceptance of an early, late or other non-conforming Order shall not be deemed a waiver by MFS of its rights to cancel the applicable Order, or to refuse to accept further deliveries. With respect to any accepted Order, MFS shall have the right, from time to time, to make changes as to packaging, testing, destinations, specifications, formulae, and delivery schedules. Supplier shall immediately notify MFS of any increases or decreases in costs caused by such changes and

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an equitable adjustment in prices or other terms shall be agreed to in a written amendment to the Order. If Supplier's deliveries fail to meet schedule, MFS, without limiting its other rights or remedies, may either direct expedited routing or charge excess cost incurred thereby to Supplier or cancel all or part of the Order.

MFS may delay delivery or acceptance occasioned by causes beyond its control. Supplier shall hold such goods at the direction of MFS and shall deliver them when the cause affecting the delay has been removed. MFS shall be responsible only for Supplier's direct additional costs in holding the goods or delaying performance of the agreement at MFS' request. Causes beyond MFS' control include but are not limited to, governmental action or failure of the government to act where such action is required, acts of terrorism or war, strike or other labor unrest, fire, or severe weather.

Shipments sent C.O.D. without MFS' written consent will not be accepted and will be returned at Supplier's risk and expense. Except as otherwise provided in the Order, (d) Supplier shall be responsible and bear all risks for loss and damage to the goods subject to such Order until such goods are delivered at MFS' facilities, regardless of F.O.B. or F.A.S. point or other designated points of delivery, inspection, or acceptance; and (e) Supplier shall also bear such risk of loss after any rejection of goods.

3. **PRICE.** Supplier warrants that the prices for the goods sold to MFS pursuant to any Order are not less favorable than those currently extended to any other customer of Supplier for the same or similar goods in similar quantities. In the event Supplier reduces its price for such goods during the term of an Order, Supplier agrees to invoice MFS at the lower price. The prices set forth in an Order are not subject to increase and include all taxes and charges
4. **QUANTITY.** MFS shall not be obligated to accept excess shipment or under-shipment. Such shipments or portions thereof may be accepted or returned at Supplier's expense. MFS' count will be conclusive on all shipments. MFS reserves the right to increase or decrease the quantities to be shipped on various dates pursuant to any Order, so long as the total quantity does not exceed the quantity designated on such Order.
5. **PACKING.** All goods on the Order shall be packed in suitable containers for protection during shipment and storage. All packaging, containers, and in each case, the labels thereon, shall comply with applicable state and federal laws and regulations, including without limitation, environmental laws, and regulations. No charge shall be made for cartons, wrapping, packing, boxing, crating, delivery, drayage, or other costs, unless authority for such charge is expressly set forth in the Order. All shipments shall be made using MFS-approved carriers. If delivery is to be made by common carrier, bills of lading must be sent in duplicate with correct weight and through rates specified. MFS' Order Number as shown on the Order must be on the packing slip. MFS' Part Number must be on the packing slip, master carton, and if applicable, the unit label. Material/Product/Traceability Lot Number and Country of Origin must be on the packing slip, master carton, and, if applicable, the unit label.
6. **WARRANTIES.** With respect to all goods purchased by MFS pursuant to any Order, Supplier warrants (a) that such goods are new, safe, merchantable, of good quality, and free from defects in formulation, production, material, and workmanship; (b) that Supplier has good title to such goods and will convey such good title to MFS; (c) that the goods strictly conform to specifications, formulae, samples or other descriptions furnished by MFS and all applicable state and federal laws, regulations, rules, or orders, applicable to the manufacture, transportation, licensing approval or certification thereof; (d) that if Supplier knows or has reason to know of the particular purpose for which MFS intends to use the goods, Supplier warrants that the goods will be fit for such particular purpose; and (e) that all goods or services will conform to any statements made on the containers, labels, or advertisements for such goods and that such goods will be contained, packaged, marked, and labeled, in each case, as required by the Order, these Standard Terms and Conditions, and applicable state and federal laws and

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regulations, including without limitation environmental and transportation laws and regulations.

If any such goods shall be defective or otherwise not in conformity with the specification set forth in the Order or otherwise in a writing from MFS, Supplier shall, at MFS' option and in addition to all other remedies of MFS, either credit MFS for any such defect or nonconformity or, at Supplier's expense, replace, repair, or correct any such goods. MFS reserves the right to determine whether a product recall is required to remove all non-conforming products from MFS and customer locations and replace with product that conforms to requirements. The Supplier agrees to bear all costs incurred for a product recall. These warranties shall run to MFS, its successors, assignees, customers, and users of its products and shall be cumulative and in addition to all other warranties, express, implied, or statutory. All warranties shall survive inspection, test, acceptance, payment, and use of the goods.

7. **TITLE TO PROPERTY.** Title to and the right to immediate possession of any property, including, without limitation, materials, products, blends, pre-blends, fluids, tools, equipment, or raw material furnished to Supplier or paid for by MFS shall remain with MFS. Supplier shall, at its own expense, maintain such property in good condition and shall be responsible for all loss and damage thereto while in its possession and shall use the same only for the production of goods for MFS. Supplier shall maintain insurance on such property covering all risks in amounts equal to the replacement cost and shall name MFS as an additional insured with respect to such property, which insurance shall provide for the full repair or replacement cost, at MFS' option, of any such property that is lost or damaged.
8. **PRODUCT INDEMNIFICATION.** Supplier shall indemnify and hold harmless MFS, its successors, assignees, affiliates, customers, users, employees, and agents against any and all liability, costs, expenses (including court costs and attorneys' fees), damages, claims, and causes of action caused by any goods sold pursuant to an Order, by any breach of Supplier's warranties with respect to such goods or the packaging, containers or labels thereof, by any negligent act or omission of Supplier, or arising by the performance of any work or other activity by Supplier, its subcontractors or agents on MFS premises. The foregoing indemnification shall apply whether Supplier or MFS defends such suit or claim.
9. **PATENT AND TRADE SECRET INDEMNIFICATION.** Supplier agrees upon receipt of notification from MFS to promptly assume full responsibility for the defense of any suit or proceeding which may be brought against MFS or its customers for alleged patent, trademark, or copyright infringement, trade secret violation or trade secret misappropriation as well as for the alleged unfair competition resulting from similarity in formulation, function, design, trademark, or appearance of goods by reason of the use or sale of any goods sold pursuant to any Order, except for goods manufactured and labelled entirely to MFS 's specifications. Supplier further agrees to indemnify MFS, its successors, assignees, affiliates, customers, users, employees, and agents against any and all expenses, losses, royalties, profits, and damages (including court costs and attorneys' fees) resulting from the bringing of such suit or proceedings, including any settlement or decree of judgment entered therein. MFS may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires. In case the sale or use of the goods shall be found to constitute patent, copyright, trademark infringement, trade secret violation, or misappropriation, and their use is enjoined, MFS may, at its sole option, pursue any remedy or remedies available at law or in equity, including, without limitation, requiring Supplier to either procure for MFS the right to continue using or selling such goods, modify them so they become non-infringing, or refund the total purchase price therefore.
10. **STATUTORY COMPLIANCE.** Supplier agrees that it will comply with all applicable provisions of federal, state, and local laws, orders, rules, regulations, and warrants that all goods sold pursuant to any Order will be produced in

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compliance with the same. Upon MFS' request, Supplier will provide written certifications of compliance with such provisions. The Supplier hereby undertakes and agrees with MFS that Supplier will at all times during the term of any Order not make any payment or gift to governmental officials or governmental employees, or engage in any other conduct in violation of any applicable governmental laws, ordinances, rules and regulations (including the United States Foreign Corrupt Practices Act of 1977, as amended by the Foreign Corrupt Practices Act of 1988, the International Anti-Bribery and Fair Competition Act of 1998 or other applicable laws internationally such as the UK Bribery Act of 2010).

11. **INSPECTION / TESTING/ QUALITY.** Neither receipt of, nor payment for, the goods shall constitute acceptance. All goods are subject to inspection and approval. MFS reserves the right to reject and refuse acceptance of goods that are not in accordance with the instructions, specifications, formula and data, or with any of Supplier's warranties (express or implied). MFS may charge Supplier for the cost of inspecting goods rejected; goods not accepted will be returned to Supplier at Supplier's expense. If more than five percent of the goods in any shipment are defective, damaged or nonconforming, then the total shipment may be rejected. Nothing herein shall relieve the Supplier from its obligation of testing, inspection, and quality control. Supplier is responsible for the quality, performance, fit, form, function, and appearance of all goods and components and sub-components supplied by Supplier and any of Supplier's sub-tier, subcontractor manufacturers, and suppliers used by Supplier. Supplier will notify MFS representatives of any changes to the goods or manufacturing processes relating to the goods that could affect the quality, performance, fit, form, function, and appearance of the goods or customer-perceived quality or function of the goods. Upon request by MFS, all quality assurance and manufacturing process history shall be made available for inspection by MFS or its authorized representatives. With respect to any goods whose defects or nonconformity is not apparent upon inspection, MFS reserves the right to require replacement of such goods. The remedies set forth herein are not exclusive, and MFS may hold Supplier liable for all damages arising from any breach or default.
12. **RIGHT OF ACCESS.** MFS and any customers of MFS have the right to enter Supplier's facilities during normal business hours at reasonable times to inspect goods, facilities, equipment, tooling, and any property of MFS bailed with Supplier and, without the necessity of a court order, remove property belonging to MFS or any customer of MFS, including, without limitation, bailed property and goods, inventory or Supplier's property that has been sold to MFS. Supplier agrees to enter into similar agreements with its sub-tier, subcontractor manufacturers, and suppliers used such that such manufacturers and suppliers shall grant the foregoing rights of access to MFS and any of the customers of MFS.
13. **RECORDS RETENTION.** Supplier will maintain all records generated as a result of this Order for a minimum of eight (8) years after termination or expiration of such Order, unless a longer period is otherwise specified in such Order or a longer period is required by applicable federal, state, or local laws or regulations.
14. **CHEMICALS.** Supplier shall ensure that all chemicals sold or supplied to MFS comply with all applicable federal, state, and local laws and regulations for sale into the United States and/or Canada, as applicable. This includes, but is not limited to, the Toxic Substance Control Act, and the U.S. Environmental Protection Agency's Chemical Inventory Regulations. All chemicals must be identified, labeled, and packaged in accordance with all applicable federal, state, and local laws and regulations, including, but not limited to, the Hazardous Materials Transportation Authorization Act of 1994, the U.S. Department of Transportation's Hazardous Materials Regulations, and the Workplace Hazardous Materials Information Systems of Canada where applicable. Safety Data Sheets must be provided for all chemicals in accordance with the U.S. Department of Labor's Hazard Communication Standard. All chemicals must be identified, labeled and packaged to meet the requirements of the small parcel carrier of choice for MFS. Any chemical product not meeting these

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requirements may be refused and returned at Supplier's expense.

15. **INSURANCE.** Supplier shall maintain, and require its subcontractors and agents to maintain: (a) General Liability Insurance, including Contractual Liability, Products Liability, and Vendors Liability, coverage of a least $1,000,000 for a single occurrence and $2,000,000 in the aggregate annually naming MFS and its affiliates and subsidiaries as an additional insured, and (b) worker's compensation insurance as required by law. Supplier will furnish MFS insurer's certificates evidencing such insurance, which certificates shall expressly provide that the insuring company will give thirty (30) days prior written notice to MFS of the cancellation, expiration, reduction or any material changes in coverages of such insurance.
16. **CONFIDENTIALITY.** Supplier shall keep confidential all formulae, specifications or data furnished by MFS or prepared by Supplier specifically in connection with the performance of any Order for MFS and shall not use or disclose such information for the benefit of any other party. Supplier shall deliver all such information and all copies thereof to MFS upon request.
17. **ADVERTISING.** Supplier shall not, without the prior written consent of MFS, use any trade name or trademarks of MFS, in any advertising or otherwise, or in any manner publish or announce that MFS has placed an Order or transacted business with Supplier.
18. **TERMINATION FOR CONVENIENCE.** MFS may terminate an Order or any part thereof for its sole convenience. Upon such termination, Supplier shall immediately stop all work and cause any of its suppliers or permitted subcontractors to cease work. Supplier shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual direct costs resulting from termination, provided it submits proof of such charges within thirty (30) days after notice of termination. Supplier shall not be paid for any work done or materials ordered after receipt of the notice of termination, nor for any costs incurred by Supplier's suppliers or subcontractors.
19. **TERMINATION FOR CAUSE.** MFS may also terminate an Order or any part thereof in the event of any default by Supplier, including without limitation, late deliveries, deliveries of defective or nonconforming products, or failure to provide MFS, upon request, with reasonable assurances of future performance. In the event of such termination, MFS shall not be liable to Supplier for any amount, and Supplier shall be liable to MFS for all incidental and consequential damages sustained by reason of such default.
20. **LIMITATION ON MFS' LIABILITY.** In no event shall MFS be liable for lost or anticipated profits or for incidental or consequential damages of Supplier. MFS' liability in connection with any claim of any kind for any loss or damage arising out of or in connection with or resulting from an Order or these Standard Terms and Conditions of Purchase or from performance or breach thereof shall in no case exceed the cost allocable to the goods, which gives rise to the claim. Any action resulting from any such performance or breach on the part of MFS must be commenced within one (1) year after the cause of action has accrued.
21. **GOVERNING LAW.** The contract arising pursuant to an Order shall be governed by the laws of the State of Ohio. By accepting an Order, Supplier irrevocably: submits to the exclusive jurisdiction of the Courts of the State of Ohio, or the jurisdiction of the United States District Court for the Northern District of Ohio, Western Division over any suit, action or proceeding arising in connection with the Order; waives any objection it may have to venue in said courts; and, consents to the personal jurisdiction of said courts.
22. **NO ASSIGNMENT / WAIVER.** No part of the Order may be assigned or subcontracted without the prior written approval of MFS. MFS' failure to insist on performance of any of the terms and conditions of an Order or exercise any right shall not be deemed a waiver unless in writing and signed by MFS. A waiver on one occasion shall not thereafter operate as a waiver of any other terms, conditions or rights, whether of the same or similar type. The remedies provided herein

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shall be cumulative and in addition to any other remedies provided by law or in equity.

23. **ENTIRE AGREEMENT.** The Order and these Standard Terms and Conditions of Purchase and any documents referred to on the face of the Order constitute the entire agreement between MFS and Supplier.
24. **SET-OFF.** MFS shall have the right to set-off against any amounts which are due or may become due to Supplier, any amounts which Supplier may owe to MFS under any Order or otherwise.
25. **REMEDIES NOT EXCLUSIVE.** All rights and remedies granted to MFS in the Order and herein shall be in addition to and not in lieu of any rights and remedies MFS may have, legal or equitable, under the Uniform Commercial Code or other applicable federal, state, or local laws.
26. **EFFECT OF INVALIDITY.** The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.
27. **INCONSISTENT TERMS.** In the event of a conflict of terms, terms in these Standard Terms and Conditions of Purchase shall govern over terms in the Order.
28. **EXPORT/IMPORT REGULATORY REQUIREMENTS.** Supplier is responsible for compliance with applicable export control laws and regulations and for obtaining all export control licenses required by law or requested by MFS. Supplier must, at its own cost, obtain any necessary licenses, permits or consents which allow the importation and transportation into the United States or any other countries (as may be requested by MFS) of the goods or satisfy itself that such licenses have been obtained and ensure that copies of these licenses are sent in advance of its invoice to MFS. Supplier represents and warrants that the goods shall conform to the statement of Country of Origin ("COO") and Export Control Classification Number ("ECCN") provided by the Supplier in relation to them and the Supplier shall provide a certificate or declaration of COO and ECCN for each of the goods to MFS on or prior to delivery. Supplier must immediately notify MFS of any proposed changes that would alter the previously declared COO or ECCN and provide a new certification by the date of delivery of the first Order of the goods impacted by the change or within ninety (90) days after such change, whichever comes first.
29. **EXECUTIVE ORDER 11246.** Prohibits discrimination by federal contractors and subcontractors on the same basis as Title VII and requires the preparation of Affirmative Action Programs. Supplier pledges to direct its recruiting, hiring, promotion, and personnel practices toward providing equal opportunity to qualified persons without regard to their race, color, creed, religion, national origin, age, sex, physical, or mental handicap, or status as a Vietnam-era veteran.
30. **DISPUTES.** Until final resolution of any dispute hereunder, SUPPLIER shall diligently proceed with the performance of this Contract as directed by MFS.
31. **CONFLICT MINERALS.** If the goods supplied under any purchase order contain tin, tantalum, tungsten, or gold, Supplier represents and warrants that it complies with Section 1502 of the Dodd-Frank Act (the "Act") which requires that the mining of such minerals does not directly or indirectly finance or benefit armed groups that perpetrate human rights abuses in covered countries as defined in the Act. Supplier represents that it has a supply chain due diligence program to facilitate compliance with the foregoing and Supplier agrees to provide its supply chain due diligence records for the goods to Buyer within a reasonable time upon written request.

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