



## Purchase Order Terms and Conditions

Each Purchase Order placed by buyer for goods and/or services is subject to these standard purchase terms and the terms of the applicable Purchase Order and is conditional upon Supplier's agreement to such terms. Supplier shall be deemed to have agreed to be bound by such terms by accepting the Purchase Order, delivering the goods, and/or performing the services.

- 1. Agreement.** "Agreement" means the agreement between Supplier and Buyer for the purchase and sale of Goods and/or Services. The Agreement consists of these Purchase Order Terms and Conditions, the applicable Purchase Order and any Specifications or other documents expressly referenced in the Purchase Order. Any reference in the Purchase Order to any Supplier Proposal is solely for the purpose of incorporating the descriptions and specifications of the Goods and or Services contained in the Proposal, and only to the extent that the terms of the Supplier Proposal do not conflict with the descriptions and Specifications set out in the Purchase Order. Buyer's acceptance of, or payment for, Goods and/or Services will not constitute Buyer's acceptance of any additional or different terms in any Supplier Proposal, unless otherwise accepted in writing by Buyer. If there is any conflict or inconsistency between the documents constituting the Agreement, then unless otherwise expressly provided, the documents will rank in the order of precedence in accordance with the order in which they are listed in this Section 1.
- 2. Delivery of Goods and Services.** Time is of the essence with respect to delivery of the Goods and performance of Services. Goods shall be delivered, and Services performed by the applicable Delivery Date. Supplier must immediately notify Buyer if Supplier is likely to be unable to meet a Delivery Date. At any time prior to the Delivery Date, Buyer may, upon notice to Supplier, cancel or change a Purchase Order, or any portion

thereof, for any reason, including, without limitation, for the convenience of Buyer or due to failure of Supplier to comply with this Agreement, unless otherwise noted.

3. **Documentation.** Seller shall provide, where applicable, all relevant documentation (including but not limited to the Certificates of Analysis, Safety Data Sheets “SDS” and technical bulletins) before or at the time of delivery, free of charge. ChemDesign is entitled to rely upon and otherwise use the documentation without restrictions, including but not limited to, the right to make copies of the documentation. The Certificate of Analysis report must specifically identify the material by reference to the number of the lot, or other similar designation and must indicate the applicable specification, revision, and Purchase Order designation. Each part, component, or material quantity furnished shall be identified by lot or batch, traceable to the actual manufacturing process.
  
4. **Inspection; Acceptance and Rejection.** All shipments of Goods and performance of Services shall be subject to Buyer's right of inspection. Buyer shall have the right to reject any Goods that are delivered in excess of the quantity ordered or are damaged or defective. In addition, Buyer shall have the right to reject any Goods or Services that are not in conformance with the Specifications or any term of this Agreement. Transfer of title to Buyer of Goods shall not constitute Buyer's Acceptance of those Goods. Buyer shall provide Supplier notice of any Goods or Services that are rejected, together with the reasons for such rejection. If Buyer does not provide Supplier with any notice of rejection, then Buyer will be deemed to have provided Acceptance of such Goods or Services. Buyer's inspection, testing, or Acceptance or use of the Goods or Services hereunder shall not limit or otherwise affect Supplier's warranty obligations hereunder with respect to the Goods or Services, and such warranties shall survive inspection, test, Acceptance and use of the Goods or Services. Buyer shall be entitled to return rejected Goods to Supplier at Supplier's expense and risk of loss for, at Buyer's option, either: (i) full credit or refund of all amounts paid by Buyer to Supplier for the rejected Goods; or (ii) replacement Goods to be received within the time specified by Buyer. Title to rejected Goods that are returned to Supplier shall transfer to Supplier upon such delivery and such Goods shall not be replaced by Supplier except upon written instructions from

Buyer. Supplier shall not deliver Goods that were previously rejected on grounds of non-compliance with this Agreement unless delivery of such Goods is approved in advance by Buyer and is accompanied by a written disclosure of Buyer's prior rejection(s).

5. **Price/Payment Terms.** Prices for the Goods and/or Services will be set out in the applicable Order. Price increases or charges not expressly set out in the Purchase Order shall not be effective unless agreed to in advance in writing by Buyer. Supplier will issue all invoices on a timely basis. All invoices delivered by Supplier must meet Buyer's requirements, and at a minimum shall reference the applicable Purchase Order. Buyer will pay the undisputed portion of properly rendered invoices per vendor terms from the invoice date. Buyer shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this Agreement nor shall any interest be charged on such amounts. Notwithstanding the foregoing, Buyer agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein.
  
6. **Seller's Warranty.** Seller warrants and represents that the goods shall be new, merchantable, of the best available design, of the best available quality (including packaging), material and workmanship, be without fault, contaminants or defects and strictly conform in all respects with the Purchase Order and any specifications supplied or advised by ChemDesign to Seller. The goods, their packaging, and all labeling are compliant with all applicable laws and regulations (including, without limitation, all safety, health and environmental laws and regulations) which may govern in any jurisdiction which may apply. The title conveyed shall be good, and its transfer rightful; and the goods shall be delivered free from any security interest or other lien or encumbrance of which the buyer at the time of contracting has no knowledge. The goods shall be delivered free of the rightful claim of any third person by way of infringement or the like.
  
7. **Indemnification:** Supplier agrees to indemnify, defend, and hold Buyer harmless from any liability, loss, or damage, including reasonable attorney fees, which Buyer may suffer as a result of a breach of warranty by Supplier.