1. These General Terms and Conditions of Sale are referred to herein as the "Agreement." Each order acknowledgment attached hereto and executed agreement by and between Seller and Buyer constitutes an agreement by and between Seller and Buyer with respect to such order and incorporates the terms and conditions of the Agreement. Capitalized terms used but not defined in these Terms have their meaning as defined in the Agreement. The Agreement contains the entire and exclusive understanding between Seller and Buyer with respect to the subject matter hereof.

5. Failure of Seller to supply, or Buyer to take, any one or more deliveries when due, if caused by (a) natural or man-made events or forces, or any other cause or contingency beyond the reasonable control of the affected party, (b) any regulation, law, (c) any governmental authority, agency, court, or other instrumentality of any supranational organization of sovereign states or political subdivision thereof (a "Governmental Authority") related to the processing, transportation, delivery, unloading, storage, handling, disposition, sale or use of any Product, or (d) any increases in or fees, penalties, and judgments ("Claims") resulting from Buyer’s negligence, willful misconduct, or breach of the Agreement occurring prior to the termination or expiration of the Agreement shall survive the termination or expiration of this Agreement.

6. In addition to the purchase price, Buyer shall pay or reimburse Seller for any reasonable charges, or settlement of any Claims resulting from Buyer’s violation of any of the terms of the Agreement, for any reason.

10. Buyer will familiarize itself and comply with all information and precautions to be taken in the transportation, delivery, unloading, discharge, storage, handling, and use of each Product, all as described in applicable hazardous communications provided by Seller ("Information"). Buyer will instruct its employees, agents, contractors, customers or any third party as to the handling and storage of Products and to the transportation and handling of such Products.

11. Seller makes no warranty of any kind, either express or implied, by fact or law, except as expressly provided in this Agreement or Seller’s published specifications (as may be revised by Seller from time to time) or, if applicable, the product specifications otherwise referenced in the Agreement and (iii) implied warranties of TITLE AND AGAINST ALL CLAIMS ARISING FROM ENCUMBRANCE. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY SUCH WARRANTIES THAT MAY OTHERWISE BE IMPLIED ARE EXPRESSLY DISCLAIMED.

12. Seller’s total liability and Buyer’s exclusive remedy for any cause of action associated with the Agreement, however caused and whether based in tort, contract, or strict liability, shall be limited to replacement of nonconforming Product or payment in an amount not to exceed the purchase price of the specific quantity of Product for which claim is made or, at Seller’s option, the rework or repair of a nonconforming Product, and SELLER SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, WITHOUT LIMITATION, ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER DAMAGES AS WELL AS ANY THIRD PARTY’S PROPERTY DAMAGES OR DAMAGES DERIVED THEREFROM, WHETHER DIRECT OR INDIRECT, OR DAMAGES TO PRODUCTS OWNED OR UNDER THE CONTROL OF THE BUYER, OR ANY LOSS OF PROFIT, INCOME, REVENUE OR OTHER ECONOMIC LOSS, OR DAMAGES TO ANY OTHER PROPERTY, OR ANY LOSS OF USE THEREOF, OR TO ANY OTHER PERSON OR PROPERTY WHICH MAY BE EXPOSED TO THE PRODUCT ABOUT SUCH INFORMATION AND MAKE COPIES AVAILABLE TO BUYER. IN THE EVENT OF A TERMINATION, ALL OUTSTANDING PAYMENT OBLIGATIONS OR OTHER OBLIGATIONS OF THE BUYER UNDER THIS AGREEMENT SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

13. Buyer shall inspect the Product supplied hereunder immediately after delivery and notify Seller of any claim with respect thereto within thirty (30) days of the date of delivery. Failure to file a claim within thirty (30) days of date of invoice shall constitute irrevocable acceptance of the Product.

14. Buyer agrees to protect, defend and hold harmless Seller from and against all claims associated therewith including, without limiting the generality thereof, any and all claims, actions, suits, proceedings, demands, costs, expenses (including reasonable attorneys’ fees), penalties, and judgments ("Claims") resulting from Buyer’s negligence, willful misconduct, or breach of the Agreement occurring prior to the termination or expiration of the Agreement. Buyer shall at all times have title to all drawings, specifications, drawings or other documents prepared or furnished by Buyer hereunder.

15. If at any time the financial condition or prospects of Buyer or the credit risk to Seller shall become unsatisfactory to Seller, in its sole discretion, Seller may require cash or satisfactory guarantees or other security prior to shipments or deliveries hereunder; such election shall not affect the obligation of Buyer to take and pay for the contracted materials. Additionally, Seller may terminate the Agreement immediately if Buyer becomes insolvent, makes a general assignment for the benefit of its creditors, files for bankruptcy, files a petition in bankruptcy, or has a receiver appointed for a substantial part of its assets or business relating to the manufacture and/or sale of a Product and (2) any affiliate of Seller.

16. The Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties and shall be binding upon the parties and the parties’ assigns, whether by operation of law or otherwise, and shall continue in full force and effect, and the affected provision or portion thereof will be deemed modified so that it is enforceable to the maximum extent permissible. Nothing in the Agreement shall be construed as creating any direct or beneficial right in or on behalf of any third party.

17. Unless explicitly provided in the Agreement, delivery of Product shall be at the facility of Seller or a third party where Product is finished or stored by or on behalf of Seller. Title to and risk of loss of all Products sold hereunder shall pass to Buyer at the Seller’s point of shipment whether or not risk of loss shall pass to or all or any part of freight, and notwithstanding any other designation elsewhere in the Agreement.

18. The Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties and shall be binding upon the parties and the parties’ assigns, whether by operation of law or otherwise, and shall continue in full force and effect, and the affected provision or portion thereof will be deemed modified so that it is enforceable to the maximum extent permissible. Nothing in the Agreement shall be construed as creating any direct or beneficial right in or on behalf of any third party.

20. This Agreement shall be governed by and construed in accordance with the laws of the Switzerland without reference to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any disputes or differences between Seller and Buyer arising out of or in connection with this Agreement that cannot be resolved by the Parties through good faith negation shall be resolved in the courts of Basel, Switzerland, and the Parties hereby consent to the exclusive jurisdiction of such courts.

19. Any communication, including any related payment, regarding any dispute, and/or any other claim or controversy arising out of or in connection with the Agreement or the performance or alleged performance of either party hereunder shall be in writing and delivered by certified mail, return receipt requested, or by courier for delivery the next business day, to the party at the address set forth below for such notice.

21. If any part of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining parts of this Agreement shall be unaffected and continued in full force and effect.

22. This Agreement shall be governed by and construed in accordance with the laws of the Switzerland without reference to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any disputes or differences between Seller and Buyer arising out of or in connection with this Agreement that cannot be resolved by the Parties through good faith negation shall be resolved in the courts of Basel, Switzerland, and the Parties hereby consent to the exclusive jurisdiction of such courts.

23. Failure of either party to exercise any right it has under the Agreement shall not be deemed a waiver of its right to exercise that right at any other time or on any other occasion.

24. Any action against Seller arising under this Agreement that is brought in any court of competent jurisdiction shall be maintained only in the courts of the State of Ohio, and no party hereto shall assert the venue or jurisdiction of any court other than the courts of Ohio to hear and determine any such action or controversy.

25. Documents in this form are printed on at least 50% post-consumer recycled paper using vegetable based inks.