GENERAL TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE. All orders for products or services of StanChem Resins Corporation (STANCHEM) shall be subject to these terms and conditions of sale. STANCHEM hereby object to any and all additional or different terms contained in Purchaser's order or other communication. Acceptance of Purchaser's order is conditional on Purchaser's assent to these terms and conditions of sale, including with limitations, any terms that are additional to or different from terms contained Purchaser's order. Purchaser shall be deemed to assent to such additional or different terms if (1) Purchaser does not object to them in writing within ten (10) days from the date of the receipt of these terms and conditions of sale: (2) Purchaser accepts delivery or pays for the products of services in whole or in part; or (3) Purchaser gives other expression of acceptance of these terms and conditions. No order shall be binding on STANCHEM unless it is accepted by STANCHEM at its offices in East Berlin, Connecticut. These terms and conditions of sale and all the written documents attached hereto constitute a complete and exclusive statement of the agreement between the parties and no modification shall be effective unless made in writing and signed by both parties. Any representations, promises, warranties, or statement by STANCHEM or its agent that differ in any way from the terms and conditions of this written agreement shall be given no force or effect.
2. **TERMS OF PAYMENT.** The terms of payment for products and services are net within thirty (30) days from date of invoice unless otherwise designated on the face of this document. Invoices may be sent at any time on or after the date of shipment or performance of services, or, if shipment is delayed by the Purchaser, at the time STANCHEM is prepared to make shipment. Products held for Purchaser after STANCHEM is prepared to make shipment shall be held at Purchaser's risk and expense. A one and half percent (1.5%) per month time-price service charge may be charged on all overdue balances. The terms of payment set forth herein are subject to the approval of STANCHEM's credit department and may be changed at any time at STANCHEM's sole discretion.
3. **CHANGES IN SPECIFICATIONS.** Changes requested by Purchaser from the original specification on which an accepted order is base will be accepted or rejected at STANCHEM'S option. If such changes are accepted. Purchaser shall be responsible for any increase in the cost of manufacturing the affected product or performing affected services, including without limitation, costs of raw materials and expenses incurred in modifying a partially or completely manufactured product.
4. **DELIVERY.** Delivery of products shall be made F.O.B. East Berlin, Connecticut. Delivery to a carrier at point of shipment shall constitute delivery to Purchaser, at which time risk of loss shall pass to Purchaser. Freight and other transportation charges are the responsibility of Purchaser. STANCHEM is not responsible for damage or loss in transit, and all such claims must be made by Purchaser directly to the carrier.
5. **RETURNS.** No product shall be returned by Purchaser without first obtaining from STANCHEM its approval, shipping instructions, and a return material identification tag.
6. **WARRANTY.**
    A. STANCHEM warrants that products supplied by STANCHEM shall meet STANCHEM's technical specifications.
    B. This warranty does not apply to (1) defects resulting from misuse, negligence, accident or handling by anyone other than STANCHEM-authorized person; (2) deterioration due to improper storage by Purchaser prior to installation; or (3) improper installation or any defects resulting there from.
    C. EXCEPT AS SPECIFICALLY SET OUT IN THIS PARAGRAPH 8. STANCHEM MAKES NO WARRANTY. EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES SUPPLIED PURSUANT TO THESE TERMS AND CONDITIONS OF SALE. STANCHEM MAKES NO WARRANTY OR MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR CONFORMANCE TO PURCHASER'S SPECIFICATIONS.
    D. Purchaser's sole and exclusive remedy for any breach of this warranty by STANCHEM, and the entire extent of STANCHEM's liability for such breach, is the replacement or repair of any products that STANCHEM determines to be defective or a refund or the purchase price whichever STANCHEM chooses. STANCHEM shall have no liability for any beach of this warranty unless Purchaser notifies STANCHEM in writing immediately upon discovering such defect and such written notification is received by STANCHEM within the warranty period. STANCHEM shall have the right to designate the applicator for all replacement or repairs. STANCHEM shall not be responsible for any labor, material, or other expenditures made by Purchaser in repair of replacing any product, indulging but no limited to, its removal and application , unless such work has been authorized by STANCHEM.
    E. STANCHEM may provide technical or other advice to Buyer relating to the products. Such advice is furnished solely as an accommodation and does not increase the scope of this warranty or STANCHEM responsibilities hereunder.
7. **LIMITATOIN OF LIABILITY.** STANCHEM SHALL NOT BE LIABLE UNDER AND CIR-CUMSTANCES TO PURCHASER OR ANY OTHER PERSON FOR CONSEQUENTAL INDIRECT. SPECIAL OR INCIDENTAL DAMAGES ARISING FROM, OR IN CONNECTION WITH, ANY SALE OR PRODUCTS OR SERVICES BY STANCHEM. THE USE OF ANY PRODUCTS SUPPLIED BY STANCHEM, OR ANY ACTS OR OMISSIONS OF STANCHEM RELATED TO THE SALE OF USE OF PRODUCTS OR SERVICES IN NO EVENT SHALL STANCHEM'S LIABILITY RELATED TO ANY PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF SUCH PRODUCTS OR SERVICES. STANCHEM APPROVED APPLICATORS ARE NOT AGENT OF STANCHEM, AND STANCHEM SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OR ANY APPLICATOR.
8. **PENALTIES.** No penalty relating to any order will be effective against STANCHEM unless called to STANCHEM's attention and specifically approved in writing by an authorized officer of STANCHEM.
9. **CAUSES BEYOND CONTROL**. STANCHEM shall not be liable for any loss, damage, detention or delay resulting from causes beyond its reasonable control, including without limitation, fire, explosion, flood, embargo, strike or other differences with workmen, transportation or shipping failure or delays, inability to obtain or shortages or labor, material, component parts or manufacturing facilities, restrictions, regulators or controls by civil or military authority, riot, insurrection, accident or act of God. In the event of any such occurrence, STANCHEM shall have the right to apportion its production among its customers as it may choose. If delivery is delayed by causes beyond STANCHEM's reasonable control or an appointment of production resulting therefrom, the date of delivery herein shall be extended for a period equal to the time that was lost.
10. **JURISDICTION AND CHOICE OF LAW**. Any suit arising out of, or in connection with, any sale of products or services by STANCHEM, may be brought in the state or federal courts located in the State of Connecticut , and in the event of such suit, the parties hereto consent to the jurisdiction of such courts and waive any defense based on improper venue. These terms and condition of sale shall be construed in accordance with the law of the state of Connecticut and any and all disputes between the parties that arise out of, or in connection with, orders for products or services from STANCHEM shall be governed by the laws of the State of Connecticut

StanChem
Resins Corporation

401 Berlin Street
East Berlin, CT 06416
Office (860) 828-0571

October 3, 2024

RE: STANCHEM RESINS – PAYMENT REMIT-TO INSTRUCTIONS

Dear Valued Customer,

As of October 3, 2024, our payment remit-to instructions have changed. For your reference, updated payment details are shown below, including bank, lockbox, and electronic funds transfer (EFT) instructions. Please update your records and relevant system(s), and immediately discontinue use of previous remit instructions.

Wire & ACH Transfer (in USD only):
Beneficiary Name: **STANCHEM HOLDINGS LLC**
Beneficiary Bank: HSBC Bank USA N.A.
Beneficiary Bank Address: 66 Hudson Blvd, New York, New York, 10001
ABA #: 022000020 (ACH), 021001088 (WIRE)
Acct Number: 981027644 **(IN USD ONLY)**
Swift Code: MRMDUS33

Lockbox Address (standard US mail delivery):
STANCHEM HOLDINGS LLC
P.O. Box: 18552
Palatine, IL 60055-8552

Lockbox Address (for payments via overnight courier):
STANCHEM HOLDINGS LLC
Attention: 18552
5503 N. Cumberland Ave
Chicago, IL 60656

If you have any questions, please contact Brenda Rudolph @ brudolph@stanchem-inc.com

Sincerely,

Brenda Rudolph

Brenda Rudolph
Controller