

GENERAL TERMS AND CONDITIONS OF SALE

Definitions. As used in these terms and conditions (“General Terms”), the following words have the following meanings: “Buyer” means the individual or company buying Products from Seller; “Contract” means a legally binding agreement between Buyer and Seller for the sale and purchase of Products that is subject to these General Terms; “Products” mean the raw materials, finished goods, or other items to be sold by Seller to Buyer; “Full Payment” means Seller’s receipt in cash or cleared-in funds of the contract price for the Products; “Quotation” means Seller’s non-binding, written notice to Buyer for informational purposes of potential pricing options for Products; and “Seller” means the Sensient entity selling Products to Buyer according to these General Terms. Seller and Buyer are each a Party and together, the “Parties.”

Application of General Terms. Except as otherwise expressly agreed by the Parties, these General Terms govern this Contract and supersede and extinguish all terms and conditions implied by law, custom, or course of dealing. Seller’s acceptance of any offer by Buyer to purchase the Products is expressly conditional upon Buyer’s assent to these General Terms, including any terms additional to or different from those contained in the Buyer’s offer to purchase. This Purchase Order Acceptance and these General Terms will be deemed immediately accepted by Buyer unless rejected in writing prior to delivery of the Products and will form a Contract that is subject to these General Terms. Notwithstanding any other provision herein, a Quotation does not constitute an offer or counter-offer by Seller to sell any Products nor does it bind the Seller to any price not expressly set forth in the Contract.

Production Cost Increase/Termination. Seller may, upon written notice to Buyer at any time after acceptance and before delivery, increase the price of the Products to reflect any increase in Seller’s cost to manufacture or deliver the Products. If Seller’s notice to Buyer under this Section indicates a price increase of greater than ten (10) percent, Buyer may, within seven (7) days of receiving such notice, terminate the relevant Contract by written notice to Seller, provided that Seller receives such notice before delivery of the Products.

Delivery, Title, and Risk of Loss. Products will be delivered EXW (Incoterms 2020) Seller’s facility unless otherwise specified on the reverse. Notwithstanding any other provision herein, Buyer grants to Seller a security interest in the Products and all products and proceeds thereof until Seller has received Full Payment. Between delivery and Full Payment, Buyer will keep the Products separate from those of Buyer and third parties and ensure they are properly stored, protected, and insured. During such time, if Buyer resells or uses the Products in the ordinary course of its business, Buyer will account to Seller for the proceeds of any sale or disposal of the Products, including insurance proceeds, and segregate all such proceeds on Seller’s behalf from any other funds.

Payment Terms. Buyer will pay all invoices in full without deduction, set off, or counterclaim within thirty (30) days from the date of invoice. Seller may, but is not obligated to, grant credit terms to Buyer. Acceptance of any order is subject to final credit approval by Seller. Seller reserves the right to cancel any Contract if Seller deems Buyer unable to pay for any Products. Seller reserves the right, in its sole discretion and without prior notice, to deny, change, or limit the amount or duration of credit to be allowed Buyer, either generally or with respect to a particular purchase order, and may require cash payments in advance or security satisfactory to Seller. Seller may charge interest on any overdue amount at a rate equal to the lesser of 1.5% per month to accrue daily and the maximum rate permitted by applicable law, computed from the day payment is due until Seller has received Full Payment. If any amount is overdue, Seller may declare all amounts due from Buyer under all Contracts immediately payable, and will have all rights and remedies provided by law. Buyer will be responsible for all costs, expenses, and fees, including reasonable attorney’s fees and professional collection service fees, incurred by Seller in the recovery of overdue amounts. Unless otherwise agreed by Seller on the reverse, Buyer will pay the costs of delivery of the Products. Buyer will pay all sales, use, excise or similar taxes, and other charges, which Seller is required to pay, or to collect and remit, to any government (national, state, or local) and that are imposed on or measured by the sale. No payment made by check, bill of exchange, or other negotiable instrument will be deemed to have been received by Seller until the check, bill of exchange, or instrument has been honored on presentation for payment.

Limited Warranty. With respect to Products manufactured by Sensient and sold hereunder and subject to the terms below entitled “Inspection,” Seller warrants that such Products will conform to agreed specifications. THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY SELLER IN CONNECTION WITH THE PRODUCTS AND THE TRANSACTIONS CONTEMPLATED AS A RESULT OF THIS SALE. SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS TO BUYER OR ANY OTHER PERSON OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND SELLER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PRODUCTS SOLD HEREUNDER ARE SOLD ONLY TO THE SPECIFICATIONS SPECIFICALLY SET FORTH BY THE SELLER IN WRITING. SELLER’S SOLE OBLIGATION FOR A REMEDY TO BUYER WILL BE, AT SELLER’S SOLE DISCRETION, REPAIR OR REPLACEMENT OF NON-CONFORMING PRODUCTS. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF PRODUCTS PURCHASED, WHETHER USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS OR SUBSTANCES. SELLER EXPLICITLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS NOT MANUFACTURED BY SENSIENT.

Inspection. Buyer will be responsible for inspecting and testing the Products upon their arrival at Buyer’s facility and prior to their storage or use. Any claim made under the Limited Warranty will be in writing and received by Seller within ten (10) working days after delivery of the Products, or within two (2) working days after discovery of any non-conformity that could not have been discovered by reasonable inspection and testing at the time of delivery. Absent such timely notice to Seller, Buyer will be deemed to have accepted the Products unconditionally, and Seller will have no liability for any non-conformity. Buyer will cease using the Products immediately upon the discovery of any non-conformity. Buyer shall not, nor permit a third party to, perform, directly or indirectly, either any analysis of the Products (or samples thereof) for chemical composition or structure, or any replication of the Products (or samples thereof) for any purpose.

Infringement; Third Party Claims; Exclusive Remedy. With respect to Products manufactured by Sensient and sold hereunder, in the event of a third party claim against Buyer resulting in a final and unappealable ruling by a court of competent jurisdiction that the Products manufactured by Sensient infringe any U.S. patent, copyright, or trademark, or misappropriate any trade secret, Seller will, at its option, (a) replace or modify the Products to be non-infringing, (b) obtain for Buyer a license to continue using the Products, or (c) refund the purchase price of the Products and terminate any future obligations to supply the Products to Buyer. Notwithstanding the foregoing, Seller will have no liability with respect to Products (a) purchased more than six (6) months before such ruling, (b) used in conjunction with any device or materials not provided or approved by Seller, (c) modified by someone other than Seller, or (d) used in any manner for which they were not intended. THIS SECTION STATES SELLER’S ENTIRE LIABILITY AND BUYER’S EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION.

Limitation of Liability: No claim by Buyer of any kind including, but not limited to, claims for indemnification, whether as to quality or amount of Product delivered or non-delivery, will be greater in amount than the purchase price for the Products in respect of which damages are claimed. IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR LOSS OF DATA, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE, OR LOSS OF THE PRODUCTS SOLD HEREUNDER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

Force Majeure. Seller will not be liable for any failure to perform, nor be in breach of this Contract, due to the prospect, occurrence, or results of any act of God; flooding; drought; storms; tornados; cyclonic events; excessive winds; extreme heat; extreme cold; extreme weather events; earthquake; volcanic eruption; forest or wild fire; mudslides; sinkholes; other subsidence, soil liquefaction, or extreme soil erosion; plant disease or insect damage; war (whether declared or undeclared), riot, civil commotion, or terrorism; failure of public infrastructure; cyber-attack that prevents production or shipping; acts of civil or military authority; legislation; pandemic, epidemic, local disease outbreaks, public health emergencies; quarantine; strike; labor dispute; breakdown or destruction of machinery; accident; inability to obtain supplies, raw materials, labor, equipment, fuel, power, components, or transportation; inability to obtain any necessary import or export or other licenses or the consent of any governmental authority; unexpected border delays, sanctions, or tariffs; or any other cause or circumstance whatsoever beyond its control, whether similar or dissimilar to the foregoing.

Compliance with Laws: Anti-corruption/Exports. Buyer will comply with all applicable laws and regulations with respect to its performance of this Contract, including applicable U.S., E.U., and other anti-corruption and export laws and regulations.

Governing Law and Jurisdiction. The validity, construction, and enforcement of this Contract will be determined and governed by the laws of the State of New York, United States, without regard to its conflict-of-laws principles. The U.N. Convention on Contracts for the International Sale of Goods will not apply. The state courts of New York will have exclusive jurisdiction of any dispute with respect to this Contract.

Relationship of the Parties/Non-Assignment. This Contract is not transferable by either party without the prior written consent of the other party, except that Seller may assign this Contract without Buyer’s consent if the assignment is to an affiliate or if the assignment is carried out as part of a merger, restructuring, or reorganization, or sale or transfer of all or substantially all of Seller’s assets.

Miscellaneous. These General Terms are the sole and exclusive statement of the Parties’ understanding and agreement with respect to the transactions contemplated by this sale, notwithstanding any other terms that might be contained in any purchase order or other oral, written, or electronic communication from Buyer and submitted to Seller. These General Terms constitute the entire agreement between the Parties regarding the subject matter hereof and can only be modified or changed in a writing signed by authorized representatives of both Parties. No waiver by Seller of any of these General Terms or any breach hereof will constitute or be deemed to be a waiver of any such term or any such breach in any other case. No waiver by Seller will be deemed to occur as a result of the failure to enforce any term or condition of these General Terms. If any clause or portion hereof is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining clauses or portions will remain in full force and effect. The paragraph headings are for convenience only and will not be used in interpreting or construing these General Terms.