

**Terms and Conditions of Sale of Rochester Midland Corporation.**  
**(hereinafter, the "Seller")**

1. Applicability and Acceptance. All sales by Seller to Buyer are governed exclusively by the Terms and Conditions contained herein. Any additional or different terms offered by Buyer at any time and through any medium, including but not limited to a written or electronic purchase order, the provision of contradicting or additional terms and conditions or the submission of an electronic signature, "clicking" on an "I agree" icon, or other indication of assent to such additional or conflicting terms and conditions of Buyer, shall be deemed rejected and of no effect unless expressly approved in writing by Seller. If these terms and conditions are not acceptable, Buyer shall notify Seller in writing within three (3) business days. Buyer's (a) failure to provide such timely disaffirmance and/or (b) acceptance of shall constitute an unqualified acceptance by Buyer of the Terms and Conditions contained herein.
2. Orders. Each of Buyer's orders must identify the goods or services, unit pricing, extended pricing and proposed delivery dates (not more than one year from the order date). All orders placed by Buyer are subject to acceptance by Seller. Once accepted by Seller, Buyer may not cancel or reschedule orders without Seller's prior written consent.
3. Payment and Price. Unless otherwise indicated on the face hereof, terms of payment are net thirty (30) days from date of invoice. The purchase price shall be payable in U.S. dollars (unless otherwise specified in an order accepted by Seller). If Buyer fails to pay any amount when due, Seller shall also be entitled to (a) interest thereon from the invoice date to the date of payment at the lesser of 2% per month or the maximum permitted by law and (b) be reimbursed by Buyer for all of Seller's costs of collection, including reasonable attorney fees and costs. Seller reserves the right to modify, change or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance of the amount of credit involved. Except with Seller's express, written consent, Buyer shall not set-off or withhold any amounts due or alleged to be due by Seller to Buyer. At any time, Seller may increase the purchase price of undelivered goods by giving Buyer notice of any such increase. Any such price increase shall be binding upon Buyer unless objected to within five (5) business days after receipt of the notice. If Buyer notifies Seller of its objection, Seller shall have the right to cancel the order as to undelivered goods affected by the price increase. In such event, Seller's only obligation shall be to refund any amount previously paid by Buyer. Seller reserves the right to make changes to goods provided the foregoing does not adversely affect the goods. The purchase price includes standard packing for normal shipment. Special packing shall be undertaken at Buyer's expense. Any tax which Seller may be required to pay or collect, and any shipping costs, shall be for the account of Buyer and shall be added to the purchase price.
4. Shipment and Delivery; Title; Risk of Loss. Seller may allocate its goods among its customers in Seller's sole discretion. All shipping dates are approximate, and Seller does not guarantee the date of shipment. Delivery shall be F.O.B. shipping point. Notwithstanding title to or ownership of the goods or the method of shipment, the risk of loss shall pass to Buyer as soon as the goods have been delivered to the carrier for

shipment by Seller. Passage of title shall not be affected by delivery terms or shipping instructions. For shipments to Hawaii, Alaska, and U.S. Territories, special freight provisions apply and Buyer shall contact Seller for details of freight terms.

5. Confidentiality and Non-Analysis. Buyer shall keep confidential and not disclose or make available to any third party any confidential and/or proprietary information of Seller (including goods and/or samples thereof). Buyer shall not, nor permit a third party to, chemically analyze, reverse engineer, duplicate, disassemble, decompile, or otherwise attempt to determine the compositional makeup of any goods, samples thereof, and/or other tangible materials that embody Seller's confidential information. Buyer shall not use the Seller's confidential information to obtain intellectual property rights (including patents) incorporating, or relating to, such confidential information. Seller shall remain the owner of any formula for any goods provided by Seller.

6. Limited Warranty. Seller warrants to Buyer that the goods shall conform to Seller's standard specifications for such goods and will conform to all information on any label or instructions provided therewith. For a period of ninety (90) days commencing with delivery of the goods to Buyer and provided that Buyer uses the goods during such ninety (90) day period in accordance with all directions provided to it, should Buyer in good faith timely provide Seller with written notice that the performance of goods does not meet the applicable specifications, Seller, as its sole and exclusive obligation under this warranty, shall provide Buyer with a credit for such goods.

(a) **THE FOREGOING COMPRISES THE SOLE AND ENTIRE WARRANTY OF Seller. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.**

(b) Seller makes no warranties as to any products not manufactured by it and, to the extent permitted, warranties of the original manufacturer are passed through to Buyer.

7. Returns. No credits or returns of goods shall be permitted without Seller's prior written approval.

8. Limitation of Liability and Indemnification. Buyer's remedies with respect to any claim arising out of any order, or Seller's performance in connection therewith shall be limited exclusively to the remedies specified herein. Seller's liability shall in no event exceed a refund of the purchase price paid by the Buyer for the goods. In no event shall Seller be liable for incidental, indirect, special or consequential damages, or lost profits, lost revenues, or loss of business reputation (in each case regardless of whether qualified as direct or consequential damages), even if Seller has been advised of the possibility of such damages, or of any claim by Buyer or any other party. Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all claims, liabilities, damages and expenses, including attorney's fees and costs (collectively "Claim(s)") of any nature, including any Claim related and/or incident to Buyer's purchase and/or use of any goods, or any act or omission by Buyer, its agents or employees, except where a Claim results from the sole negligence of the Seller.

9. Information. Seller may provide Buyer with advice, assistance, recommendations, information and/or data (the "Information") regarding the goods, including safety datasheet(s), technical datasheet(s), and/or allergen statements. Such Information is provided without warranties, express or implied, and are for informational purposes only.

Buyer shall conduct its own tests to determine the safety and suitability of Seller's goods for Buyer's purposes. Under no circumstances shall Seller have any liability or obligation to Buyer whatsoever for any Information provided by Seller to Buyer with regard to the goods sold by Seller hereunder.

10. Applicable Law/Disputes. These terms and conditions and each of Buyer's orders shall be governed by and construed in accordance with the internal laws of the State of New York without regard to provisions of conflict of laws. The federal and state courts located in the County of Monroe, State of New York, shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. The parties hereto each consent to: (i) the personal jurisdiction of the courts located in the County of Monroe, State of New York, and (ii) service of process being effected upon it by certified mail sent to the address set forth in the applicable order.

11. Miscellaneous. These terms and conditions apply to all sales of Seller's goods or services to Buyer. Whenever the word "including" is used herein, it shall mean "including but not limited to". The terms and conditions set forth herein constitute the entire agreement between the Seller and Buyer relating to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties. Except as otherwise expressly provided for herein, these terms and conditions may be amended only by a writing executed by the authorized representatives of both parties. If any provision contained herein shall be held to be invalid under any applicable statute or rule of law, such provision shall to that extent be deemed omitted and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Seller shall not be responsible for failure to fulfill any of its obligations or damages resulting therefrom due to causes beyond its control, including any act of God, labor and/or materials shortages or disruptions, lack of facilities, lack of transportation, embargo, riot, act of public enemy, terrorism, war, natural disaster, flu, virus or epidemic, governmental actions or other national emergency. Seller's failure at any time to insist upon strict performance of any term or condition contained herein shall not be construed as a waiver of any subsequent breach of any term or condition. All notices and consents required hereunder shall be in writing and sent to the other party by certified mail, return receipt requested, or by recognized overnight courier.