ORDERING INFORMATION

• Email an order: cs@itwpp.com

• Fax an order to: 1-978-777-7904 or 1-800-664-0234

• Minimum order requirement is $1,000.00

• Freight allowed on orders in excess of $7,500.00 net customer cost

• All sample requests must be approved by an ITW Performance Polymers representative

HEALTH & SAFETY / MSDS SHEETS

• For Emergency Assistance, please call CHEMTREC at 1-800-424-9300.

• Please direct all non-emergency health and safety questions to the ITW Performance Polymers Safety Department at the following Telephone Number: 978-777-1100.

• Material Safety Data Sheets (MSDS’s) are available for all products at www.itwpp.com.

TECHNICAL INFORMATION

• For technical information, please call 1-855-ITW-PANA (855-489-7262).

• Technical Data Sheets (TDS’s) are available for all products at www.itwpp.com.

CERTIFICATES OF CONFORMANCE

• Please include requests for Certificates of Conformance on purchase order. Request should include fax number or email address. Certificates will be sent after the order ships (same day or next day).

INVENTORY CONTROL

• All packages and containers of ITW Performance Polymers products are lot-number coded on their labels and on the master cartons.

1. Acceptance. ITW Performance Polymers is herein referred to as “ITW,” and the customer purchasing products (“Products”) or services (“Services”) from ITW is referred to as (“Purchaser”). These terms and conditions of sale (“Terms”), any ITW quotation, acknowledgment or invoice and all documents incorporated by specific reference herein or therein (“ITW Documents”) and together with these Terms, the “Agreement”), constitute the complete terms governing the sale of Products and Services. ITW HEREBY DISCLAIMS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY PURCHASER. WHETHER OR NOT CONTAINED IN ANY OF PURCHASER’S BUSINESS FORMS OR IN PURCHASER’S WEBSITE, AND SUCH ADDITIONAL OR DIFFERENT TERMS WILL BE OF NO EFFECT. No site usage agreement or any other click through agreement on a website will have any binding effect whether or not ITW clicks on an “ok,” “I accept,” or similar acknowledgment. Commencement of any work by ITW or Purchaser's acceptance of delivery of the Products or Services will manifest Purchaser's assent to the Agreement. Additional or different terms applicable to a particular sale may be specified in the body of an ITW Document or agreed to in writing by the parties. In the event of a conflict, the following order of precedence will apply: (a) terms agreed to in writing and executed by an authorized officer of ITW; (b) ITW Document terms; (c) these Terms. ITW products and/or services are subject to the most current version of ITW Terms and Conditions of Sale, which may be changed at any time, without notice and found at www.itwpp.com.

2. Quotations. Quotations are only valid in writing and for 30 days from the date of the quotation. All quotations are subject to change or withdrawal without prior notice to Purchaser. Quotations are made subject to approval of Purchaser’s credit. ITW may refuse orders and has no obligation to supply Products or Services unless ITW issues an order acknowledgement or upon the shipment of Products or commencement of Services.

3. Prices and Payment Terms. Prices and Payments are in U.S. Dollars and are subject to change without notice. Purchase orders should be in full case quantities, if not, items will be increased to next available case quantity by ITW Performance Polymers Customer Service at time of order entry. Distributor cost is based on a discount off of the Suggested User Price or Services unless ("Products") from ITW is referred to as (“Purchaser”). These terms and conditions of sale (“Terms”), any ITW quotation, acknowledgment or invoice and all documents incorporated by specific reference herein or therein (“ITW Documents”) and together with these Terms, the “Agreement”), constitute the complete terms governing the sale of Products and Services. ITW HEREBY DISCLAIMS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY PURCHASER. WHETHER OR NOT CONTAINED IN ANY OF PURCHASER’S BUSINESS FORMS OR IN PURCHASER’S WEBSITE, AND SUCH ADDITIONAL OR DIFFERENT TERMS WILL BE OF NO EFFECT. No site usage agreement or any other click through agreement on a website will have any binding effect whether or not ITW clicks on an “ok,” “I accept,” or similar acknowledgment. Commencement of any work by ITW or Purchaser’s acceptance of delivery of the Products or Services will manifest Purchaser's assent to the Agreement. Additional or different terms applicable to a particular sale may be specified in the body of an ITW Document or agreed to in writing by the parties. In the event of a conflict, the following order of precedence will apply: (a) terms agreed to in writing and executed by an authorized officer of ITW; (b) ITW Document terms; (c) these Terms. ITW products and/or services are subject to the most current version of ITW Terms and Conditions of Sale, which may be changed at any time, without notice and found at www.itwpp.com.

4. Credit Approval. All shipments are subject to approval by ITW’s credit department. ITW may invoice Purchaser and recover for each shipment as a separate transaction. If, in ITW’s sole judgment, Purchaser’s financial condition is or becomes unsatisfactory; then ITW may, without prejudice to any of its other remedies: (a) defer or decline to make any shipments except upon receipt of satisfactory security or cash payments in advance; and/or (b) terminate any or all of Purchaser’s purchase orders.

5. Cancellation or Modification. ITW may cancel any purchase order or release thereunder, or terminate any agreement relating to the purchase of ITW’s Products or Services upon reasonable prior written notice to Purchaser. Once ITW has accepted a purchase order or began taking actions with respect to a purchase order, Purchaser cannot cancel or modify that purchase order except with ITW’s written consent. In such event, Purchaser will be liable for cancellation or modification charges and all costs incurred and committed for the order or in connection with the cancellation or modification, as applicable, together with a reasonable allowance for prorated expenses and anticipated profits.

6. Inspection / Non-Conforming Shipments. Purchaser may inspect Products for a period of 15 business days after delivery (“Inspection Period”). Purchaser must notify ITW in writing of any Products that do not conform to the specifications applicable to their sale within the Inspection Period and afford ITW a reasonable opportunity to inspect such Products and cure any nonconformity. If Purchaser fails to provide ITW such written notice within the Inspection Period, Purchaser will be deemed to have accepted the Products. Purchaser may not return any Product without ITW’s prior written authorization. Any return authorized by ITW must be in accordance with ITW’s return policies (page 5). Purchaser will be responsible for all costs associated with returns of Products and will bear the risk of loss, unless ITW agrees otherwise in writing or determines that the Products do not conform to the applicable terms of sale. Any variation in quantities shipped over or under those ordered (not to exceed 10%) will constitute compliance with Purchaser’s order, and the stated price per item will continue to apply.

7. Delivery. ITW anticipates use of common carriers for shipment of Products. Freight allowed on orders in excess of $7,500.00 net the customer cost. Orders for less than $7,500.00 will be shipped prepaid and added to the invoice, Incoterms 2010, FOB shipping point, unless otherwise specified on the purchase order. Shipping dates are approximate and are based upon prompt receipt of all necessary information from Purchaser. ITW may ship items in a single or multiple shipments. Ground shipments to Canada generally leave twice weekly. Orders for less than 100lbs are normally shipped via United Parcel Service. Orders over 100lbs are normally shipped by common carriers.

Emergency Air shipments are available only in the US by overnight delivery service and will be charged at the Purchaser’s expense. A handling charge of $250.00 will apply for each emergency air shipment. Emergency Drop shipments can be made for a $250.00 charge and require ITW approval. All freight costs associated with emergency shipments will be prepaid and added to the invoice. Purchaser is responsible for all freight costs, drop shipments and do not qualify for order meeting the freight prepaid amount.

Title to the Products shall pass to Purchaser upon delivery to the carrier. Purchaser assumes all risk and liability for loss and use or misuse by third parties who acquire or use the Products illicitly after delivery to the carrier. Purchaser must notify ITW and the delivering carrier within 15 business days from date of receipt of Products, of any damage or shortage, and afford ITW a reasonable opportunity to inspect the Products. Any loss occasioned by damage or shrinkage in transit will be for Purchaser’s account, and claims for such loss must be made solely against the carrier.

8. Limited Warranty. ITW warrants that it will convey the Products free and clear of all liens, security interests and encumbrances created by, through or under ITW. Warranty is good for products only in normal use and stored between 45°F and 75°F. Products should never be frozen. ITW further warrants that for a period of [3-60 months] from the date of manufacture (the “Warranty Period”), under normal use and given proper installation
and maintenance as determined by ITW, the Products: (a) will conform to mutually agree upon written specifications or other descriptions; and (b) will be free from substantial defects in material and workmanship (collectively referred to as “ITW’s standards”). Purchaser and its employees, agents, or subcontractors shall be held harmless by ITW, the Seller, or their respective heirs, successors, or assigns, by virtue of any such products or services furnished to Purchaser or supplied to Purchaser’s account for, any Product that fails to conform to the Warranties, provided that (i) the date of the Warranty Period ITW is promptly notified in writing upon discovery of such failure with a breach of any of the Warranties or (ii) ITW is given a reasonable opportunity to investigate all claims; and (iii) ITW’s examination of such Product confirms the alleged deficiencies and that the deficiencies were not caused by accident, misuse, neglect, improper installation, unauthorized alteration or repair or improper testing. No Products may be returned to ITW until inspection and approval by ITW.

Purchaser shall not use, directly or indirectly, in whole or in part, ITW’s name, or any other trademark or trade name that is now or may hereafter be owned by ITW, or the names of any of its predecessors in business, or in any way in connection with Purchaser’s business, except in a manner and to the extent authorized herein or otherwise approved by ITW in writing. Purchaser hereby acknowledges ITW’s ownership of the Trademarks and the goodwill associated therewith. Purchaser shall not use ITW’s Trademarks on or in connection with any business or service mark that is similar to ITW’s Trademarks so as to be likely to cause confusion or impression of affiliation with the Trademarks. Purchaser shall provide reasonable cooperation to ITW with respect to any efforts of ITW to protect, defend or enforce its Trademarks. Should Purchaser cease being an authorized customer of ITW for any reason, Purchaser shall immediately discontinue any formerly permitted use of ITW’s name or the Trademarks.

17. Confidential Information. All information furnished or made available by ITW to Purchaser in connection with the subject matter hereof shall be held in confidence by Purchaser. Purchaser agrees not to use, or disclose to others, such information without ITW’s prior written consent. The obligations in this section will not apply to any information that: (a) at the time of disclosure, was otherwise generally available to the public, (b) was lawfully acquired by Purchaser from a source other than ITW without any obligation to ITW not to disclose or otherwise use such information, (c) was independently developed by Purchaser, or (d) was lawfully disclosed to Purchaser by a third party that is not bound by a confidentiality obligation to ITW.

19. Infringement and Indemnification. Except as set forth below, ITW agrees to defend and indemnify Purchaser against any claims, costs, damages, liability and expenses resulting from actual patent, trademark or copyright infringement, misappropriation of confidential information, or violation of any other Intellectual Property right, domestic or foreign that may arise from the sale of ITW’s Product to Purchaser as such pertains to the subject matter of the Agreement (each, a “Claim”); provided, however, (a) Purchaser supplies ITW written notice of such Claim immediately after the Purchaser has notice of such Claim, (b) Purchaser cooperates with ITW in the defense and settlement of such Claim, and (c) Purchaser shall provide reasonable cooperation to ITW to protect, defend or enforce its rights to the Trademarks in connection with the subject matter of the Agreement.

21. Service Terms. The following terms and conditions apply to any on-site Services provided by ITW:

A. Services shall be provided at ITW’s then current service rates.

B. Purchaser shall prepare the site, including, as applicable, the construction of all necessary foundations, anchor bolts, pneumatic hooks and electrical disconnects/connections. If the site is not prepared for the Services upon ITW service personnel’s arrival at the agreed upon time and date for Services, ITW may charge Purchaser for any delay and/or travel time at ITW’s regular service rates.

C. Purchaser shall provide ITW with advance notice of any rules, regulations, statutes and requirements applicable to the Services, including any Trademarks. Purchaser shall indemnify ITW for any damages, losses, or costs incurred by Purchaser in connection with the Services.

D. ITW may refuse, without any liability, to provide Services and to allow ITW service personnel to suspend Services or vacate any site where, in ITW’s opinion, performance of Services would pose a risk to the safety of any person. In such event, Purchaser is responsible for payment of any delay and/or travel time at ITW’s regular service rates.

E. Purchaser is solely liable for all damages or injuries caused or contributed to by Purchaser that may occur on the site, except to the extent damages or injuries are

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Terms and Conditions of Sale

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Phone: 1-855-ITW-PANA (855-489-7262)

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directly caused by the gross negligence or willful misconduct of ITW service personnel.

F. Purchaser must provide at least 24 hours’ notice of cancellation of any Service order. If Purchaser cancels with less than 24 hours’ notice, Purchaser is responsible for any costs incurred by ITW caused by such cancellation.

22. **Compliance.** Purchaser agrees to comply with all federal, state, local and foreign rules, regulations, ordinances and laws applicable to Purchaser’s obligations hereunder and Purchaser’s use of the Products and Services, including import/export laws, labor laws and anti-corruption laws.

23. **Relationship of the Parties.** Nothing in the Agreement or the course of dealing of the parties may be construed to constitute the parties hereto as partners, joint venturers or as agents for one another or as authorizing either party to obligate the other in any manner.

24. **Force Majeure.** ITW will not be responsible for failure to perform in a timely manner under the Agreement when its failure results from events beyond its reasonable control (an event of “Force Majeure”), including acts of God, epidemics, acts of war whether declared or undeclared, blockades, labor disputes (whether of Supplier’s employees or the employees of others), raw material shortages and material increases in costs of raw materials. In the event of Force Majeure, the time for performance will extend for such time as reasonably necessary to enable ITW to perform.

25. **Assignment; Binding Effect.** No assignment of any rights or interest or delegation of any obligation under the Agreement or Purchaser’s purchase order may be made without ITW’s prior written consent. Any attempted assignment will be void. ITW may assign the Agreement or otherwise transfer its rights and/or obligations under the Agreement. The Agreement will inure to the benefit of and be binding upon the parties and their respective permitted successors and assigns.

26. **Waiver.** In the event of any default by Purchaser, ITW may decline to ship Products or provide Services. If ITW elects to continue shipping or otherwise fails to insist upon strict compliance with these Terms, ITW’s actions will not constitute a waiver of Purchaser’s default or any other existing or future default, or affect ITW’s legal remedies.

27. **Bankruptcy.** If either party becomes insolvent, is unable to pay its debts when due, files for or is the subject of involuntary bankruptcy, has a receiver appointed or has its assets assigned, the other party may cancel any unfulfilled obligations hereunder.

28. **Limitation of Actions/Choice of Law/Litigation Costs.** Any dispute arising out of or related to the Agreement must be filed within one (1) year after delivery, or for warranty claims, within one (1) year of the expiration of the applicable warranty period and will be governed by and construed according to the laws of the State of Illinois and litigated exclusively in a state or federal court located in Cook County, Illinois. The parties hereto expressly release and waive any and all rights to a jury trial and consent to have any dispute heard solely by a court of competent jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement. If either party commences litigation or mutually agreed upon alternative dispute resolution concerning any provision of the Agreement, the prevailing party is entitled, in addition to the relief granted, to a reasonable sum for their attorney’s fees in such litigation or mutually agreed upon alternative dispute resolution, provided that if each party prevails in part, such fees will be allocated in the manner as the court or arbitrator determines to be equitable in view of the relative merits and amounts of the parties’ claims.

29. **Survival.** Any provisions in the Agreement which, by their nature, extend beyond the termination or expiration of any sale of Products or Services, will remain in effect until fulfilled.

30. **Severability.** If any provision herein is held to be unlawful or unenforceable, the remaining provisions herein will remain in effect.

31. **Integration Clause.** The Agreement constitutes the entire agreement between ITW and Purchaser with respect to the Products and Services covered by the Agreement, and supersedes any prior agreements, express or implied, understandings, representations and quotations with respect thereto. No modification hereof will be of any effect unless in writing and signed by the party to be bound thereby.

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**2020 ITW Performance Polymers Return & Credit Policy**

Thank you for your support and dedication to ITW Performance Polymers. Below is the Return Policy that will be used to determine when credits will be given and the procedure to obtain such credits when appropriate. To effectively receive your credit for a returned good(s), it is important you read the policy outlined below and understand all of its terms.

**TERMS:**

- All returns are subject to the approval of the ITW Performance Polymers Regional Manager and a Customer Service Representative. The purchase order number must be included.
- Upon approval, an ITW Performance Polymers Customer Service Representative will issue a Return Goods Authorization (RGA) number for the material(s) to be returned to ITW Performance Polymers within thirty (30) days of receipt of the RGA from Customer Service. Unless otherwise instructed, all returned goods must be sent to ITW Performance Polymers, per instructions on the RGA.
- To facilitate a faster credit process, it is highly recommended returned material be accompanied with a copy of the provided RGA number and documentation. This can be done by either placing the document in the shipping container or appropriate shipping papers.
- All RGA’s will expire within 30 days of issue. After this time the customer must contact either Customer Service or their Regional Sales Manager to authorize a new RGA Number.
- ITW Performance Polymers will provide all credits upon the receipt and inspection of all returned goods. A refund of the price of the item and any applicable taxes, shipping costs (if any) or any special charges will be issued only in the form of a credit applied to the purchased material(s)
- A Restocking fee will be deducted from all provided credits and may only be waived subject to the written approval of an ITW Performance Polymers Regional Sales Manager, or an authorized ITW Performance Polymers Manager. Restocking fee Structure:
  - 30% Restocking Fee - If products have greater than 50% of its shelf life remaining.
  - If ITW Performance Polymers products have less than 50% of its shelf life remaining, it is at the discretion of ITW to refuse any return. If accepted, ITW Performance Polymers may charge a Restocking Fee up to the value of the sale.
- Any material that has less than one month of its shelf life, or has in fact expired past its shelf life, may not be returned.
- Note: There is no restocking fee for material ITW determines to be defective.

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