



We make a material difference

EXPERIMENTAL AND DEVELOPMENTAL TERMS AND CONDITIONS

1. Definitions

Purchaser means any individual or entity that purchases goods or services from Chase, or any legal successor in interest, whether or not such individual or entity has entered into a written agreement.

Chase means Chase Corporation, individually and on behalf of its subsidiaries.

Goods means any goods or products sold by Chase to the Purchaser under these Terms of Sale.

2. Scope and Acceptance

These Terms of Sale govern all Purchaser's orders for, and purchases of, Goods from Chase. By purchasing Goods from Chase, Purchaser agrees to these Terms of Sale regardless of whether a separate instrument, agreement, or other document is executed or delivered.

3. Disclaimer of Warranty

Chase provides the Goods strictly "AS IS" and makes no warranties or guarantees of any kind, whether express, statutory, or implied. Without limiting the foregoing, Chase specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranty that the Goods are free from defect or conform to any description. All other warranties that may be implied by law are disclaimed.

Purchaser assumes all risks relating to the use or resale of the Goods.

4. Limitation of Liability and Indemnification

Except as required by applicable law or as otherwise expressly set out in Section 7 (Intellectual Property Infringement), Chase will not be liable to Purchaser for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages (including, without limitation, lost profits, revenue, data, time, or business opportunity), regardless of the legal theory and even if Chase was advised of the possibility of such damages.

Purchaser releases, indemnifies, defends, and holds harmless Chase and its directors, officers, employees, agents, and assigns from and against any claims or actions by Purchaser or any third party, including those arising from breach of contract, breach of warranty, personal injury, property damage, strict liability, or the negligence of Chase, related to the Goods, except to the extent caused by Chase's gross negligence or willful misconduct. Purchaser is responsible for all related costs, expenses, and reasonable attorneys' fees incurred by Chase.



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Under no circumstances will Chase be liable for any loss of anticipated or actual business, profits, or any special, indirect, or consequential damages.

Purchaser waives all rights to seek indemnity from Chase, except for claims arising from Chase's gross negligence or willful misconduct.

5. Representations

Chase represents and warrants to Purchaser that:

- (a) The Goods do not contain any banned or prohibited substances; and
- (b) The Goods do not infringe upon any intellectual property rights of third parties.

6. Term and Applicability

These Terms of Sale apply solely to the sale of Goods by Chase to the Purchaser. This agreement doesn't confer rights on any third party and expressly disclaims such.

7. Intellectual Property Infringement

Chase will remain liable to Purchaser for all costs, claims, expenses, and other liabilities arising from any actual or alleged intellectual property infringement claims relating to the Goods sold under these Terms of Sale.

8. Export Controls and Compliance

The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms of Sale. Purchaser represents and warrants that it is not a Specially Designated National or Blocked Person as defined by the U.S. Office of Foreign Assets Control and will not divert the Goods in violation of U.S. export control laws and regulations.

9. Governing Law

The laws of the Commonwealth of Massachusetts govern all rights, obligations, and disputes under these Terms of Sale, without regard to its conflict of law principles.