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STANDARD TERMS AND CONDITIONS OF PURCHASE

1. Applicability; Order of Precedence; Incorporation

(a) Applicability. These CHASE Corporation Standard Terms and Conditions of Purchase – Product (the “Terms and Conditions”) apply to and govern all purchases of goods and/or services (“Goods” and “Services”) by CHASE Corporation or any of its Affiliates (collectively, “Buyer”) from the supplier identified on the applicable purchase order or ordering document (“Supplier”). These Terms and Conditions are incorporated by reference into, and form part of, each purchase order, release, scheduling agreement, statement of work, or other ordering document issued by Buyer (each, an “Order”), whether transmitted in paper, electronically, or through Buyer’s designated systems.

(b) Acceptance and Conflicting Terms. Supplier’s: (i) acknowledgment of an Order, (ii) commencement of performance, (iii) shipment or delivery of any Goods, or (iv) provision of any Services constitutes Supplier’s acceptance of these Terms and Conditions. Any additional or different terms in any quotation, proposal, confirmation, invoice, click-through, or other Supplier form are rejected and will have no force or effect unless expressly agreed in a written amendment signed by an authorized representative of Buyer.

(c) Precedence. In the event of a conflict or inconsistency: (i) a mutually executed master agreement or program-specific agreement between Buyer and Supplier that expressly applies to the Order (an “Agreement”) will control, then (ii) the face of the Order (including any specifications, drawings, statements of work, or supplements expressly referenced therein), then (iii) these Terms and Conditions, and then (iv) any other document incorporated by reference. For Orders issued under U.S. Government prime contracts or subcontracts, the applicable U.S. Government flowdown clauses identified by Buyer will control to the extent of any conflict.

(d) Program Specific Terms; Website References. Program attachments, supplemental terms, quality notes, supplier codes, and other materials identified on the Order or available via the CHASE Supplier Site are incorporated by reference and form part of the Order as though set out in full. Changes to such materials will apply as stated therein without the need for a formal amendment.

(e) Scope of Use. Supplier will use Buyer’s proprietary information, Buyer Items, and CHASE Information solely to perform the Order and only in accordance with these Terms and Conditions and the Order.

(f) Governing Documents. These Terms and Conditions supersede any prior or contemporaneous terms proposed by Supplier regarding the subject matter of the Order, unless expressly incorporated by a written amendment signed by Buyer.

2. Definitions

2.1. “Affiliate” means, with respect to any entity, any other entity that directly or indirectly controls, is owned by, or is under common ownership or control with such entity.

2.2. “Agreement” means any agreement that incorporates, by reference or attachment, these Terms and Conditions.

2.3. “Buyer” means CHASE or any Affiliate thereof that issues an Order referencing an Agreement or these Terms and Conditions.



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2.4. "Buyer Personal Information" means any information or data provided (directly or indirectly) or made accessible to Supplier or its agents, representatives, or subcontractors in connection with an Agreement or any Order that relates to any identified or identifiable natural person, or, to the extent of a conflict with applicable Law, that is subject to any Data Privacy Laws.

2.5. "Buyer's Customer" means the ultimate owner, lessee, or operator of the Goods or Services, and includes any purchaser of an end product incorporating the Goods or Services provided by Supplier under an Order.

2.6. "Data Privacy Laws" means applicable Laws relating to data privacy, the protection of personal information or data, and the cross-border transfer of personal information or data.

2.7. "Delivery Date" means the date of delivery for Goods or Services as specified in an Order or by the Delivery System.

2.8. "Goods" means materials, parts, supplies, software, technology, drawings, data, reports, manuals, other specified documentation, Services, or items, including any Changes (as defined in Section 13) to the foregoing, that are required to be delivered pursuant to, or in connection with, an Order.

2.9. "GT Laws" means the U.S. and applicable non-U.S. (except to the extent inconsistent with U.S. Laws) global trade laws, including customs, export control, sanctions, and anti-boycott laws applicable at the time of the import, export, re-export, transfer, disclosure, or provision of Technical Data, Goods, or Services.

2.10. "Intellectual Property" means all inventions, patents, software, copyrights, mask works, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights and information of a similar nature, including designs, processes, drawings, prints, specifications, reports, data, technical information, and instructions.

2.11. "Law(s)" means all national, federal, state, provincial, and local laws, ordinances, rules, and regulations, whether U.S. or non-U.S., including GT Laws and Data Privacy Laws.

2.12. "Lead Time" means the maximum time within which Supplier agrees to deliver Goods after receipt of a delivery requirement for such Goods, taking into account the manufacturing and material lead time related to such Goods. Unless otherwise mutually agreed, Lead Times are measured based on the date of receipt of the relevant Goods at Buyer's facility.

2.13. "Obsolescence" means when Goods contain components or materials that are generally no longer commercially available in regular markets or when Goods have become technically impractical to manufacture.

2.14. "Order" means a paper or electronic document, sent by Buyer to Supplier, or an entry in the Delivery System, to initiate the ordering of Goods or Services, such as a purchase order, scheduling agreement, statement of work, or other authorization, including Changes, supplements, or modifications thereto. The phrase "in connection with the Order" includes performance of the Order, performance in anticipation of the Order, and preparation of a bid or proposal for the Order. An Order may incorporate these Terms and Conditions or an Agreement by reference or attachment.

2.15. "Party" or "Parties" means Buyer or Supplier, individually or collectively, as the context requires.

2.16. "Process" means, with respect to CHASE Information, to use, access, manipulate, modify, disclose, store, back up, collect, transmit, transfer, retain, and dispose of such CHASE Information.



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2.17. "Program Specific Terms" means program attachments, including terms corresponding to platforms related to commercial and military programs, as the Parties may agree, which set forth specific terms for each platform or program and are incorporated into applicable Orders.

2.18. "CHASE" means CHASE Corporation, its affiliates, and subsidiaries.

2.19. "CHASE Information" means any (i) Proprietary Information; (ii) Buyer Personal Information; and (iii) other data, materials, or information owned or managed by Buyer, or which Buyer is obligated to manage or protect on behalf of others: (a) provided to Supplier by Buyer; or (b) that Supplier Processes or generates for or on behalf of, or at the direction of, Buyer in providing the Services, including metadata from Buyer's use of the Services and derivatives of any of the foregoing.

2.20. "CHASE Supplier Site" means <https://chasecorp.com>, which URL may change from time to time. Any such change will not affect the applicability of the material referenced therein.

2.21. "Services" means Supplier's activities ancillary to the manufacture or delivery of Goods, including design, engineering, installation, repair, and maintenance, even if performed prior to the Effective Date of an Agreement or the issuance of an Order.

2.22. "Specifications" means all requirements with which Goods and performance hereunder must comply, as specified or referenced by Buyer in Orders, drawings, instructions, and standards on a Buyer website or elsewhere, as such requirements are modified from time to time by Buyer.

2.23. "Supplier" means the legal entity providing Goods or Services or otherwise performing work pursuant to an Order.

2.24. "Supplier Personnel" means Supplier's employees, agents, representatives, subcontractors, subcontractor employees, and any person used by Supplier in the performance under an Order.

2.25. "Technical Data" means information necessary for the design, development, production, operation, modification, or maintenance of Goods or Services as set forth in applicable GT Laws, including derived Technical Data that is of non-U.S. origin but subject to U.S. jurisdiction.

2.26. "Terms and Conditions" means these CHASE Corporation Standard Terms and Conditions of Purchase – Product.

2.27. "Unauthorized" means not authorized pursuant to the terms of an Agreement, an Order, or Buyer's express written permission.

2.28. "U.S." means the United States.

3. Order Acceptance

3.1. Supplier's acceptance of an Order is effective upon the earliest of: (i) commencing performance (in whole or part), (ii) shipping or delivering any Goods or providing any Services, (iii) written or electronic acknowledgment, or (iv) any other conduct reasonably indicating acceptance.

3.2. By accepting the Order, Supplier agrees to be bound by these Terms and Conditions and any referenced specifications, attachments, exhibits, schedules, and supplements.



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4. Payment Terms

4.1. Payments are in U.S. dollars and due sixty (60) calendar days following Buyer's receipt of a proper invoice, provided: (i) Goods are delivered in accordance with delivery requirements; (ii) Services are satisfactorily performed; and (iii) Supplier complies with invoicing requirements.

4.2. Buyer may withhold payment for incomplete, inaccurate, or noncompliant invoices.

4.3. All claims for amounts due or to become due are subject to setoff, deduction, or counterclaim by Buyer for any amounts owed by Supplier under this or any other agreement or transaction.

5. Quality Requirements

5.1. Supplier will ensure all Goods conform to applicable Specifications at delivery.

5.2. Supplier will promptly notify Buyer in writing upon becoming aware of any actual or potential non-compliance with Specifications.

5.3. Supplier will cooperate with Buyer to investigate and remedy any non-compliance, including implementing corrective actions reasonably required by Buyer.

5.4. These obligations are in addition to, not in lieu of, warranty obligations.

6. Delivery

6.1. Time of Performance. Time is of the essence. Supplier will deliver all Goods and perform all Services by the specified Delivery Date. Late delivery is a material breach.

6.2. Packing, Shipping, and Documentation. Supplier will: (i) properly pack, mark, and ship Goods in accordance with Buyer's instructions and applicable Laws; (ii) route per Buyer's instructions; (iii) not charge for handling, packaging, storage, transportation, or drayage unless expressly stated; (iv) include packing slips with each shipment, marked with the Order number or other identifier; (v) mark packages with the Order number or identifier, factory/plant/dock number, and number packages consecutively; (vi) forward the original bill of lading or shipping receipt as instructed; (vii) ensure documents reflect correct classification and identification of Goods; and (viii) ensure markings and documentation enable Buyer to identify Goods.

6.3. Shipment Terms and Risk of Loss. Unless otherwise specified, if Buyer is importer of record, shipments are FCA Supplier's facility (Incoterms 2020). Title and risk of loss pass upon receipt at Buyer's facility or designated drop-ship location.

6.4. Need Date and Lead Time Adjustments. If Buyer requests an earlier date without sufficient Lead Time (a "Need Date"), Supplier will use commercially reasonable efforts to meet it. If Supplier agrees in writing, the Need Date becomes the Delivery Date. If Supplier does not agree, Buyer may (i) reduce or cancel its requirements, (ii) reallocate or reschedule to another Order, or (iii) waive the Need Date and accept the original Delivery Date.

7. Inspection, Acceptance, and Rejection of Goods

7.1. Supplier will tender only Goods that have passed inspection and conform to the Order.



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7.2. Unless Buyer issues written acceptance, and notwithstanding prior inspection, payment, use, delivery, or transfer of title or risk, acceptance does not occur until twelve (12) months after receipt (the "Inspection Period").

7.3. During the Inspection Period, Buyer may: (i) reject nonconforming Goods in whole or part; or (ii) accept nonconforming Goods in whole or part with a price reduction.

7.4. Buyer may reject or return, at Supplier's risk and expense, excess quantities or early deliveries. Payment and transfer of title for early deliveries are deferred until the scheduled Delivery Date.

7.5. Within thirty (30) days after notice of nonconformity, Supplier will investigate at its expense, deliver a written report, and implement a corrective action plan acceptable to Buyer.

7.6. For Goods rejected prior to acceptance, Buyer may (i) hold Goods at Supplier's risk and expense; or (ii) return Goods for, at Buyer's option, full credit/refund or replacement within twenty-four (24) hours of notice. Title to rejected Goods returns to Supplier upon delivery to Supplier. Replacement Goods are at Supplier's expense and risk. Re-tender of previously rejected Goods requires Buyer's permission, legal compliance, and disclosure of prior rejection.

7.7. Supplier is liable for Buyer's actual costs, expenses, and damages arising from nonconforming Goods, including transportation, expediting, removal, disassembly, analysis, isolation, assembly, reinstallation, re-inspection, retrofit, and replacement.

8. Obsolescence

8.1. Supplier will implement and maintain a comprehensive obsolescence management program (the "Obsolescence Program") to prevent delivery disruption, including: (i) component-level risk identification using appropriate external sources; (ii) product change notifications per applicable standards; and (iii) flow-down to subcontractors. Supplier will evaluate compliance (including subcontractors) and provide documented evidence at least twice per calendar year.

8.2. Supplier will notify Buyer at least twenty-four (24) months prior to anticipated Obsolescence (or as soon as practicable) (an "Obsolescence Notice"). Supplier will promptly engage with Buyer regarding any Last Time Buy and, if needed, provide within two (2) weeks of Buyer's receipt of the Obsolescence Notice a detailed replacement plan, mutually agreeable to the Parties.

8.3. Buyer will not accept cost increases due to Obsolescence. If Supplier implemented the Obsolescence Program and provided timely Obsolescence Notice, Supplier will perform necessary re-qualification at no charge (excluding Buyer's internal costs and Buyer's necessary engineering and development activities). The Parties will discuss reasonable settlement if Buyer's Customer passes through requalification or other costs.

8.4. If Supplier fails to implement the Obsolescence Program or provide timely notice, Supplier will perform re-qualification at no charge and is liable for all costs, expenses, and damages incurred by Buyer and Buyer's Customers, including Buyer's necessary engineering and development activities.

8.5. Upon request, Supplier will deliver all information and Intellectual Property used in manufacturing Obsolete Goods and grant a worldwide, non-exclusive, irrevocable, sublicensable license necessary for Buyer to make, have made, use, sell, maintain, and license affected Goods.



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9. Warranty

9.1. Goods Warranty. Supplier warrants to Buyer, its successors, assigns, and Buyer's Customers that Goods provided under the Order are, upon acceptance, new and thereafter remain: (i) merchantable; (ii) fit for their intended purpose; (iii) free from defects in material and workmanship; (iv) free from design defects if the design is not provided by Buyer; (v) manufactured in strict compliance with Specifications; (vi) free from liens and encumbrances; and (vii) free of Harmful Code (the "Warranty"). If the Goods must perform as a system, the Warranty applies to the system. Inspection, testing, acceptance, or use does not affect Supplier's obligations, which survive.

9.2. Services Warranty. Supplier warrants to Buyer, its successors, assigns, and Buyer's Customers that Services are and will be performed in a professional and workmanlike manner consistent with highest generally accepted industry standards by appropriately licensed, trained, and supervised personnel, and will conform to Specifications and performance requirements (the "Additional Service Warranty").

9.3. Remedies. Buyer may require Supplier to promptly (i) repair, replace, or refund any nonconforming Goods, and (ii) re-perform, correct, or refund any nonconforming Services. If Supplier fails or is unable to do so, Buyer may make such repairs or corrections and Supplier will reimburse the costs. Returns are at Supplier's expense and risk. Replacement or repaired Goods remain under Warranty. Supplier will evaluate warranty returns at no expense to Buyer.

9.4. Costs. Supplier is liable for Buyer's actual costs, expenses, and damages arising from nonconforming Goods or Services, including transportation, expediting, removal, disassembly, analysis, isolation, assembly, reinstallation, re-inspection, retrofit, and replacement.

9.5. Documentation. Supplier warrants that all documentation and certifications related to the Goods, Services, and Order are current, complete, truthful, accurate, and signed/stamped by authorized and qualified individuals.

10. Indemnification

Supplier will indemnify and hold harmless Buyer, Buyer's Customers, insurers, Affiliates, and their employees, agents, officers, and directors from and against all suits, claims, judgments, awards, losses, damages, costs, or expenses (including attorneys' fees) relating to, arising out of, or caused by (i) Supplier's performance, (ii) any act or omission of Supplier, or (iii) any Goods or Services. This includes injuries, sickness, diseases (including occupational disease whenever occurring), or death of Supplier employees.

11. Taxes

11.1. Unless otherwise stated, prices exclude transactional taxes (e.g., sales and use, VAT, GST, or other taxes, fees, or duties) related to the transactions. Buyer is not responsible for taxes based on Supplier's income, payroll, or gross receipts. Any taxes Supplier is required to collect must be separately stated, and Supplier will remit them to the relevant authority.

11.2. If required by Law, Buyer may withhold taxes from payments and will provide supporting documentation.

12. Inspection and Audit Rights

12.1. Supplier and Supplier Personnel will, upon reasonable notice, grant Buyer, Buyer's authorized representatives, Buyer's Customers, and competent regulatory authorities: (i) access to or copies of books,



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records, and documentation related to compliance (including security and data protection procedures and controls); and (ii) access to premises to perform inspections, tests, audits, or investigations, including networks, for verifying compliance or as otherwise required by Buyer's Customers or authorities.

12.2. Supplier will maintain complete books, records, and documentation for the later of: (i) 4 years after final payment; (ii) final dispute resolution; (iii) the time required by the Order; (iv) the time required by applicable Laws; (v) the time required by ASQR or Enterprise Q-Notes effective as of the Order date; (vi) 6 years for GT documentation; or (vii) as otherwise directed by Buyer.

12.3. Supplier will implement corrective actions requested following any inspection, test, audit, or investigation at Supplier's cost.

13. Buyer-Furnished and Buyer-Funded Items

13.1. Buyer Furnished Items. Buyer-furnished materials (including information) ("Buyer Furnished Items") will be delivered as specified or otherwise in time for Supplier's timely performance. Buyer is not liable for delays or failures in delivery of Buyer Furnished Items. If late, Supplier may notify Buyer and will receive a schedule extension equal to the delay. Title remains with Buyer.

13.2. Buyer Funded Items. Title to all tooling, test equipment, and material identified as a separate line item or acquired/fabricated by Supplier ("Buyer Funded Items") vests in Buyer. Buyer may require delivery of Buyer Funded Items upon written request.

13.3. Use and Care. Buyer Items (Buyer Furnished Items and Buyer Funded Items) will be used only for the Order. At Supplier's expense, Supplier will: (i) furnish drawings/documentation describing Buyer Items; (ii) mark and identify Buyer Items as directed; (iii) periodically audit location and condition; and (iv) keep Buyer Items in good condition (normal wear and tear excepted). Buyer pays shipping, duty, and taxes as applicable; the Parties will jointly establish a maintenance schedule; Supplier bears maintenance costs.

13.4. Bailment. Supplier is bailee of Buyer Items until expiration/termination of the Order or return as requested. Supplier will not allow liens, use as collateral, or encumbrances. Buyer is not liable for claims arising from Supplier's use. Buyer may require filings (e.g., UCC) to protect its interests.

13.5. Inventory/Insurance. Upon request, Supplier will provide an annual written inventory, certification of compliance, and proof of insurance covering full replacement cost.

13.6. Loss/Damage/Return. Supplier will notify Buyer of any loss, damage, or destruction. Upon completion/termination or on request, Supplier will return or dispose of Buyer Items per Buyer's instructions, at Supplier's expense.

14. Changes

14.1. Buyer's authorized procurement representative (not including engineering/technical personnel) may unilaterally make changes within the general scope of the Order ("Changes"), including changes to: (i) shipping, waste reduction, or packing instructions; (ii) place of delivery; (iii) designs, Specifications, and drawings; (iv) statements of work; (v) method or manner of performance; (vi) Buyer Items, facilities, equipment, or materials; (vii) flow-down requirements; and/or (viii) quality requirements. Supplier will perform all Changes. Contractual flexibility for variation or modification is not a Change under this Section.



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14.2. Equitable Adjustment. If a Change causes an increase/decrease in cost or time, an equitable adjustment in price and/or delivery schedule will be made ("Adjustment Claim"), and the Order modified accordingly. If the Change results from a Buyer's Customer requirement, Supplier is entitled to an adjustment only to the extent Buyer receives such an adjustment from Buyer's Customer. Buyer may direct disposition of obsolete/excess property. Supplier must submit a complete, fact-supported Adjustment Claim within fifteen (15) days after receipt of the Change. Supplier acknowledges: (i) schedule adjustments are normal and anticipated; (ii) costs of such adjustments are included in the prices; and (iii) such adjustments do not constitute a Change. Supplier will proceed diligently notwithstanding pending Adjustment Claims.

15. Insurance

15.1. Required Coverage. Supplier will secure and maintain (and require subcontractors to maintain): (i) Workers' Compensation (including alternate employer endorsement) as required by applicable Laws and Employer's Liability of at least \$1,000,000 per occurrence; and (ii) Commercial General Liability and Umbrella Liability, including Premises and Contractual Liability, with combined single limits of at least \$5,000,000 per occurrence.

15.2. Additional Coverage. Supplier will secure additional coverages/limits relevant to performance as specified in Attachment A (the "Additional Insurance Coverage Requirements").

15.3. Insurers and Ratings. Insurers must be authorized to do business where Services are performed and have AM Best A- or better (or equivalent acceptable to Buyer).

15.4. Policy Terms; Primary; Certificates. Policies will prohibit cancellation/material change except on at least 30 days' prior notice (7 days for War Risks Insurance). Insurance is primary and non-contributory to Buyer's insurance and will include severability of interests. Certificates and endorsements naming CHASE and Buyer as additional insureds (CGL/Umbrella) or loss payees (property) will be delivered upon execution and before work begins, and updated within 30 days after renewals/changes. To the extent permitted by Law, Supplier and its insurers waive subrogation against CHASE and Buyer under CGL, Umbrella, Auto Liability, and Workers' Compensation. Certificates will identify the contract/work and acknowledge coverage applies to liabilities incurred under the Agreement/Order and will not be invalidated by Supplier's acts/omissions.

15.5. Retentions/Deductibles. Any self-insurance, retentions, deductibles, and exclusions are at Supplier's sole risk and account.

16. Termination for Convenience

16.1. Buyer may terminate all or part of an Agreement or Order for convenience by written notice.

16.2. Upon termination, Supplier will immediately: (i) cease work and place no further subcontracts or orders except as necessary for the continued portion; (ii) prepare and submit an itemization of completed and partially completed Goods and Services; (iii) if requested, deliver completed Goods/Services at the pre-termination price; and (iv) if requested, deliver work-in-process.

16.3. Buyer is not liable for Orders terminated before commencement of Lead Time.

16.4. For termination after performance has commenced, Buyer will compensate only actual and reasonable work-in-process costs for Goods/Services required within the Lead Time period measured from the termination notice. If Lead Time is not specified, it will be the reasonable average time to manufacture and deliver or



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perform. Supplier will mitigate. Termination claims must be submitted within ninety (90) days of the effective date.

16.5. Buyer is not liable for lost or anticipated profits, unabsorbed overhead, or any amounts exceeding the price allocated to the terminated portion.

16.6. No-cost Terminations for Customer Program Cancellations. Buyer is not liable for costs/damages for a convenience termination related to a Buyer's Customer program if the program is canceled (in whole or part) or the customer becomes bankrupt/insolvent.

17. Termination for Default

17.1. Buyer may terminate the Agreement or any Order (in whole or part) for default, without liability for the terminated portion, if: (i) Supplier fails to perform any non-delivery obligation and does not cure within ten (10) days (or as otherwise agreed) after notice (the "Cure Period"); (ii) Supplier fails to meet any delivery obligation; (iii) Buyer has reasonable grounds for insecurity and Supplier fails to provide adequate written assurances within ten (10) days; or (iv) Supplier Insolvency (insolvent, unable to pay debts, assignment for benefit of creditors, receiver appointed, or subject to bankruptcy). If cure is not possible within the Cure Period, Supplier may submit a detailed cure plan within ten (10) days for Buyer's approval; failure to comply with an approved plan is a default.

17.2. Buyer has no liability for Goods/Services terminated for default. Supplier is liable for Buyer's expenses, costs, and damages, including increased re-procurement, requalification, and other non-recurring costs, except where failure/delay constitutes a Force Majeure Event (Section 31).

17.3. If terminated other than due to Supplier Insolvency, Supplier will grant Buyer a worldwide, perpetual, non-exclusive, fully paid, irrevocable, sublicensable license to Supplier's information, data, know-how, and other Intellectual Property, including proprietary and manufacturing information, to enable Buyer to make, have made, use, sell, and license the Goods and/or perform or have performed the Services; and, at no charge, deliver relevant information, tooling, test equipment, and provide technical/transition assistance.

17.4. Additional License (Escrow-like). Supplier grants Buyer a worldwide, perpetual, non-exclusive, fully paid, irrevocable, sublicensable license to Supplier's information, data, know-how, tooling, test equipment, and other Intellectual Property necessary to make, have made, use, sell, and license the Goods and/or perform or have performed the Services, which Buyer agrees to exercise only upon Supplier Insolvency. Upon request, Supplier will promptly deliver such materials and provide transition assistance at no charge.

18. Intellectual Property Rights

18.1. "Background Intellectual Property" means all Intellectual Property other than Foreground Intellectual Property.

18.2. "Foreground Intellectual Property" means all Intellectual Property and tangible work product conceived, created, acquired, or first reduced to practice in connection with the Order.

18.3. Each Party retains its existing rights in Background Intellectual Property.

18.4. Buyer owns all Foreground Intellectual Property. Supplier will disclose and, upon request, deliver all Foreground Intellectual Property. Supplier irrevocably assigns all right, title, and interest in Foreground



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Intellectual Property to Buyer and will execute documents and cooperate (at Buyer's expense) to secure, defend, and enforce Buyer's rights. Works qualifying as "works made for hire" are deemed such; otherwise, Supplier assigns all copyrights to Buyer.

18.5. Supplier represents and warrants it has sufficient rights in all Goods, Services, and Intellectual Property used or transferred to comply with the Order.

18.6. Supplier grants Buyer and its Affiliates a worldwide, non-exclusive, perpetual, fully paid, irrevocable, transferable license to Background Intellectual Property: (i) to use, sell, offer for sale, import, export, copy, adapt, embed, modify, create derivative works, make and have made Goods and Services; and (ii) to practice the Foreground Intellectual Property.

18.7. Supplier irrevocably waives, to the extent permissible, moral rights and similar rights in all Goods and activities in connection with the Order.

18.8. Supplier will not provide any software or hardware designs subject to obligations that grant third parties rights or impose limitations on Buyer's use, reproduction, modification, distribution, publication, or conveyance (e.g., copyleft/open-source obligations), unless expressly authorized by Buyer in writing.

18.9. Except as expressly authorized, nothing grants Supplier any license or right to use Buyer's Intellectual Property other than to perform the Order.

19. Intellectual Property Indemnification

19.1. Supplier will indemnify and hold harmless Buyer, Buyer's Customers, Affiliates, and their agents, directors, officers, and employees, and subsequent purchasers or users, from all losses, costs, damages, liabilities, and expenses (including attorneys' fees) arising from any claim alleging infringement of Intellectual Property rights related to the manufacture, use, sale, offer for sale, import, or other exploitation of Goods or Services ("IP Claim").

19.2. Supplier is not liable for IP Claims based solely on Supplier's compliance with Buyer-created Specifications unless: (i) Supplier could have complied using a non-infringing solution; (ii) Supplier provided the relevant portion of the Specification; or (iii) Supplier knew or should have known of an actual or potential IP Claim and did not promptly notify Buyer.

19.3. Upon notice, Supplier will promptly assume and diligently conduct the defense at its expense. Buyer may participate at its expense and may reasonably reject Supplier's counsel. No settlement without Buyer's prior written consent.

19.4. Buyer may assume the defense; Supplier remains liable for settlement/damages and will cooperate fully. Buyer will not settle without Supplier's consent (not unreasonably withheld).

19.5. If use of Goods/Services is enjoined, precluded by a government entity, or Supplier refuses to supply to avoid an IP Claim, Supplier will: (i) secure the right for Buyer to use/sell; (ii) modify/replace with non-infringing equivalents; or (iii) provide another solution acceptable to Buyer. Supplier will reimburse Buyer's internal/external costs for approvals/qualifications of alternates and refund the purchase price for Goods/Services that Buyer is prohibited from using/selling.

20. Proprietary Information



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- 20.1. The Parties anticipate exchanging Proprietary Information for the design, development, testing, manufacture, or repair of Goods or Services in connection with an Order.
- 20.2. "Proprietary Information" means all information in any form (including financial, business, product strategy, specifications, designs, procedures, studies, tests, and reports) (i) disclosed by or obtained from Buyer, or (ii) conceived, created, acquired, or first reduced to practice in connection with an Order. Buyer Items are treated as Proprietary Information.
- 20.3. Unless expressly permitted by Buyer in writing, Supplier will: (i) use Proprietary Information solely for the Order; (ii) safeguard it against disclosure or use by third parties; (iii) not disclose it to third parties; and (iv) not reverse engineer, disassemble, or decompile it.
- 20.4. Supplier may disclose to those of its personnel/affiliates/subcontractors who need to know for Order performance and who are bound by written obligations consistent with this Section.
- 20.5. Exceptions apply for information: (i) in the public domain without breach; (ii) received from a third party with the right to disclose; (iii) known to Supplier on a non-confidential basis prior to disclosure; or (iv) independently developed without access to Buyer's Proprietary Information, in each case evidenced by contemporaneous records.
- 20.6. If disclosure is required by judicial or governmental process, Supplier will promptly notify Buyer and cooperate in seeking protective orders. Disclosure in compliance does not breach this Section.
- 20.7. Buyer may audit compliance and inspect premises and documentation.
- 20.8. Obligations continue until the Proprietary Information becomes publicly known and generally available without improper act or omission.
- 20.9. Unless required otherwise by Law or the Order, Supplier will promptly return or dispose of Proprietary Information as directed. Absent instructions, Supplier will destroy it one (1) year after termination or completion and provide written confirmation.
- 20.10. Legend. Supplier will apply the following legend to all information derived from Proprietary Information: "This document contains the property of CHASE Corporation and/or a CHASE Corporation Affiliate. You may not possess, use, copy, or disclose this document or any information in it for any purpose without express written permission. Neither receipt nor possession constitutes permission. Unauthorized use may result in liability."
- 20.11. Buyer may disclose Supplier information, with appropriate labels/markings, to its personnel, Affiliates, Customers, subcontractors, and potential subcontractors with a need to know, and as required to governmental entities.
- 20.12. Supplier will not accept from third parties, or use, information that appears similar to Proprietary Information without Buyer's written consent, except solicitations or orders from Buyer's partners/higher-tier suppliers that expressly reference a Buyer Order and contain obligations no less stringent. Supplier will promptly notify Buyer if Proprietary Information is offered by or suspected in possession of a third party.



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20.13. Supplier will not make accessible or sell Goods manufactured using or containing Proprietary Information to any Unauthorized third party. Goods not provided to Buyer will be disposed of to prevent disclosure (including by reverse engineering).

20.14. This Section supersedes conflicting confidentiality provisions in other agreements for information exchanged in connection with the Order.

21. Security for CHASE Information

21.1. "Security Incident" means: (i) any circumstance involving, or reasonably believed to involve, Unauthorized Processing, destruction, or loss of CHASE Information in Supplier's custody or control; or (ii) interference with systems or media that subjects CHASE Information to risk of such Unauthorized Processing, destruction, or loss; or as defined by Data Privacy Laws.

21.2. Supplier will maintain a written information security program aligned to a recognized cybersecurity framework, with technical and organizational measures designed to protect systems, Goods, Services, and CHASE Information from Security Incidents.

21.3. Supplier Obligations. (a) Prohibit unauthorized third-party Processing of CHASE Information. (b) No disclosure/access to third parties without Buyer's prior written consent and subject to Order terms and additional conditions. (c) Use CHASE Information only to fulfill Order obligations; no secondary/derivative use (including data mining) unless required by Law. (d) Provide, upon request, reports demonstrating alignment to recognized frameworks and updated policy indices/summaries. (e) Use best efforts to segregate CHASE Information into dedicated databases with least-privilege access. (f) Employ industry-standard encryption for all Processing. Unencrypted Buyer Personal Information will not be stored on mobile devices. (g) Upon termination/expiration or on request, return or securely destroy CHASE Information as directed; retention only in routine backups until overwritten. (h) Promptly notify Buyer of subpoenas or requests and cooperate fully; no disclosure without Buyer's approval unless required by Law. (i) Notify Buyer in writing within seventy-two (72) hours of discovery of any Security Incident at lawdepartment@chasecorp.com; no external notification without Buyer's consent unless required by Law.

21.4. Incident Response. Supplier will investigate, contain, remediate, cooperate fully, preserve evidence, and provide a comprehensive report of impact, containment, and remediation.

21.5. AI Restrictions. Supplier will prohibit disclosure of confidential/sensitive CHASE or client/partner/employee information into external or unapproved AI platforms without CHASE's written authorization, and implement safeguards; Supplier is fully liable for breaches, penalties, and remediation.

21.6. Costs and Cooperation. Supplier will bear all costs associated with investigation, reporting, and remediation of any Security Incident caused by its acts/omissions and provide full cooperation and access to records and logs.

21.7. No External Notice Without Authorization. Unless required by Law, Supplier will not notify third parties of any Security Incident without CHASE's written authorization.

22. Access to Facilities, Systems, or CHASE Information

22.1. Supplier will conduct identity screening, work authorization verification, and background checks for Supplier Personnel seeking access to Buyer or Buyer's Customer facilities, systems, or CHASE Information



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("Access"), including: (i) identity and work authorization verification; (ii) background screens (subject to Law) addressing criminal convictions and individualized assessments as required; and (iii) no Access for ineligible personnel and immediate notice if eligibility changes.

22.2. Buyer has sole discretion to grant Access and may impose additional requirements.

22.3. Supplier will ensure ongoing compliance and notify Buyer of changes or cessation of need for Access.

22.4. Refusal/failure to meet Access requirements may result in denial of Access; such denial is not an employment action by Buyer.

22.5. Supplier acknowledges breaches may violate Law. Upon request, Supplier will provide certifications and supporting methodology/process documentation. The current form is available at the CHASE Supplier Site.

23. Compliance with Laws

23.1. Supplier will fully comply with applicable Laws, including data protection, trade compliance, conflict minerals, human rights, labor standards, anti-corruption, and tax reporting, and will not engage in activities conflicting with U.S. anti-boycott laws.

23.2. Supplier will support Buyer and Buyer's Customers by: (i) promptly providing documentation, certifications, and attestations; (ii) using Buyer-designated tools/systems; and (iii) not substituting or modifying tools without Buyer's written approval.

23.3. Breach constitutes a material breach, entitling Buyer to remedies, including termination and indemnification for resulting damages, penalties, or liabilities.

23.4. Supplier will promptly notify Buyer if subject to any criminal proceeding alleging fraud or corrupt practices (after formal charging), and of any subsequent felony convictions or deferred prosecution agreements related thereto.

23.5. Supplier will comply with Buyer's environmental, health, and safety standards and provide related test reports or results as applicable.

23.6. Supplier will not furnish counterfeit or suspect counterfeit Goods and will disclose sources and cooperate in investigations and remedial actions.

23.7. Upon reasonable request, Supplier will disclose subcontractors and precise locations of manufacture/assembly/service provision, including tiered subcontractors, sufficient for Buyer to verify compliance with Laws and the Order, and will maintain accurate records and cooperate in audits.

24. Conflict Minerals

Supplier will comply with Section 1502 of the Dodd-Frank Act (except filing if not a "Registrant"), maintain a supply chain policy, conduct reasonable country-of-origin inquiries and due diligence, and take risk mitigation steps. Upon request, Supplier will promptly provide commercially reasonable information supporting CHASE's obligations.

25. Global Chemical Regulations and Materials of Concern



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25.1. If Goods contain or are manufactured with chemical substances subject to global chemical regulations or Materials of Concern ("MOC"), Supplier will: (i) comply with Global Chemical Regulations (registration, notification, authorization, restriction, ban, classification, labeling, SDS, safe use); and (ii) cooperate with Buyer by providing information needed prior to shipment, including MOCs, composition, safe use communications, SDS, responses in Buyer's form, cooperation to obtain approvals, and use of Buyer's tools (CHASE Supplier Site or otherwise).

25.2. "MOC" means substances identified by Buyer or Buyer's Customer in a Materials of Concern list made available via the CHASE Supplier Site or otherwise.

26. Compliance Covenants

26.1. Supplier represents and warrants that: (i) it has not and will not offer anything of value to Buyer's personnel to obtain any Order or favorable treatment; (ii) it has not and will not make political contributions or pay fees/commissions in connection with any Order; and (iii) Supplier Personnel assigned to Buyer work will remain free of conflicts of interest; Supplier will identify and mitigate conflicts and promptly notify Buyer of any changes.

26.2. Any breach is a material breach of every contract between Buyer and Supplier.

26.3. If Supplier represents, lobbies, markets, or advocates for Buyer in government procurement activities, Supplier will screen personnel to avoid violations of post-government employment Laws.

27. Supplier Code of Conduct

27.1. Supplier will adopt and comply with a code of conduct meeting or exceeding the principles in CHASE's Supplier Code of Conduct (CHASE Supplier Site). Failure to comply is a material breach.

27.2. Supplier will maintain management systems to ensure compliance, promote ethics, support investigations and corrective actions, and provide training.

27.3. Supplemental Terms and Conditions may also apply; acceptance constitutes agreement to be bound by them where applicable.

28. Global Trade Compliance

28.1. Compliance with GT Laws. Supplier will strictly comply with GT Laws and will not transfer/disclose/provide access to Technical Data, Goods, or Services controlled under GT Laws without required authorization.

28.2. Restricted Party Screening. Supplier will not engage any restricted party and will conduct ongoing screening and maintain records.

28.3. GT Authorizations. Each Party will obtain and maintain necessary authorizations, exchange redacted copies upon request, and ensure compliance with conditions.

28.4. Classification and Registration. If Supplier is design authority or has classification knowledge, it will provide HTS, U.S. jurisdiction/classification, and equivalents under other GT Laws, notify changes, and maintain DDTC registration if applicable.



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28.5. ITAR Part 130. For FMS or relevant foreign sales, Supplier will provide required disclosures/certifications within ten (10) days of request or acceptance.

28.6. Brokering. Supplier will not engage in brokering under 22 C.F.R. § 129.2 unless authorized and registered.

28.7. Technical Data Transfer Controls. Supplier will restrict exports/transfers/disclosures/access to authorized persons/destinations and implement IT security controls; no repurposing for prohibited end uses.

28.8. Destruction of Controlled Items. Upon completion and recordkeeping expiration, Supplier will return or destroy controlled items as directed and certify destruction.

28.9. Technology Control Plan. If access involves controlled Technical Data, Supplier will develop and implement a TCP covering facility security, training, IT security, recordkeeping, screening, personnel oversight, and visitor management, and provide a signed copy within thirty (30) days of request.

28.10. Country of Origin and Marking. Supplier will identify and mark Country of Origin per applicable Laws and documentation requirements.

28.11. Preferential Treatment. Upon request, Supplier will provide certificates of origin and related documentation to support preferential duty treatment.

28.12. Advanced Security Filing and Supply Chain Security. Supplier will comply with advanced manifest regulations and participate in destination-country supply chain security programs (e.g., CTPAT or equivalent) and use certified carriers.

28.13. Duty Drawback. Supplier assigns U.S. duty drawback rights to Buyer and will inform, furnish documentation, and assist Buyer in recovery.

28.14. Customs Documentation. Supplier will provide complete and accurate customs documentation.

28.15. Customs Clearance. Buyer may elect to be importer of record in certain cases; otherwise Supplier will be importer of record and responsible for clearance and duties/taxes/fees unless exempt. Customs clearance services, if included, will be fixed-fee and performed per Program Specific Terms; no contingent fees.

28.16. Trade Remedies. Supplier will inform Buyer of trade remedy actions and provide documentation establishing scope exclusions where applicable.

28.17. Notices. Supplier will promptly notify Buyer of any non-compliance and changes to Supplier's name, address, or DDTC registration status.

29. Assignment

Any assignment by Supplier of an Agreement or Order, in whole or in part, without Buyer's prior written consent is void and a material breach.

30. Subcontracting

30.1. Supplier may not delegate or subcontract all or substantially all of its rights or obligations without Buyer's prior written consent.



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30.2. Unauthorized subcontracting is void. Supplier remains fully responsible for subcontractor performance, management, compliance, and timely delivery, regardless of Buyer approval.

31. Change in Control or Grant of Security Interest

31.1. "Change in Control" means: (i) change in beneficial ownership of Supplier of 25% or more; (ii) any change, of any amount, involving a direct or indirect competitor of Buyer; (iii) any change involving a country designated under ITAR §126.1 or EAR Part 740, Supp. No. 1, Country Group D:5, E:1, or E:2; (iv) disposition of substantially all assets of Supplier or assets used to perform the Order; or (v) entry into an agreement contemplating the foregoing.

31.2. "Security Interest" means an interest in Supplier's assets by any third party(ies) accounting for 25% or more of Supplier's total assets.

31.3. At least ninety (90) days prior to effectiveness, Supplier will notify Buyer of a potential Change in Control or Security Interest and obtain Buyer's written consent, subject to Law and confidentiality. Buyer may require guarantees or other adequate assurances and may extend the Agreement for up to thirty-six (36) months on existing terms by written notice. If consent is not sought/obtained, Buyer may terminate for default without cure.

31.4. Buyer may terminate within one hundred eighty (180) days after notice or effective date (whichever is later) upon thirty (30) days' notice, with payment only for conforming Goods/Services received prior to expiration of such period. If the remaining term exceeds six (6) months, Supplier will, at no charge, provide access to information and IP, deliver or provide access to tooling/test equipment, grant licenses necessary for production, and assist/compensate Buyer for transition costs.

32. Force Majeure

32.1. Supplier is liable for failure or delay except where the cause is unforeseeable, unavoidable, outside Supplier's control, and without Supplier's fault or negligence, and Supplier gives written notice within three (3) days of learning of the cause (a "Force Majeure Event"). If caused by a subcontractor, the event must meet the same standard and the good/service not be obtainable elsewhere in time. Buyer may cancel affected Goods without liability and, if delays could impact deliveries to Buyer's Customers, cancel any portion or all of the Order without liability.

32.2. Buyer is excused for failure or delay due to causes beyond its reasonable control, including unforeseen reduction in demand or causes attributable to Buyer's Customers.

33. Duty to Proceed

Supplier will proceed diligently with performance. Disputes do not excuse performance absent Buyer's written authorization.

34. Assurance of Performance

If Buyer has reasonable concerns about Supplier's ability to perform, Buyer may request adequate assurances. Supplier will promptly provide documents/financials or other information to address concerns and immediately notify Buyer of material adverse financial changes. The Parties will coordinate to ensure continuity of supply;



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Supplier will assist and compensate Buyer for transition-related costs. Buyer may require guarantees from controlling or secured parties and direct remedial actions.

35. Governing Law and Forum

35.1. The Agreement and Orders are governed by the Laws of the Commonwealth of Massachusetts, USA, without regard to conflicts principles. The U.N. Convention on Contracts for the International Sale of Goods does not apply. Buyer may bring actions in Massachusetts, and Supplier consents to jurisdiction and venue there and waives sovereign immunity. To the extent permitted by Law, the Parties waive jury trial.

35.2. Any action or claim by Supplier will also be brought in Massachusetts if Buyer so elects. Supplier will give written notice of intended venue and will not commence elsewhere if Buyer elects Massachusetts within thirty (30) days. If the Parties agree to ADR, proceedings will take place in Massachusetts.

36. Dispute Resolution

36.1. Before formal proceedings (except as below), a Party will request dispute resolution in writing. Within five (5) days, each Party will designate a representative to negotiate in good faith. If unresolved within thirty (30) days, executives will attempt to resolve within sixty (60) days of the original request.

36.2. Either Party may seek equitable relief at any time and may institute litigation to avoid expiration of limitations or preserve creditor position.

36.3. This process does not supersede or delay express termination rights.

37. Orders Under U.S. Government Contracts

For Orders issued under U.S. Government contracts or subcontracts, the versions of "Flowdown of U.S. Government Contract Clauses Under U.S. Government Contracts" and "Flowdown Updates" in effect on the Order date apply (available at chasecorp.com).

38. Supplier Sustainability

Supplier will, upon request and at no additional cost, complete an ESG assessment using Buyer's designated provider/platform and cooperate by providing timely, accurate, and complete responses and documentation. Supplier will maintain policies supporting ESG principles and promptly notify Buyer of material ESG risks or violations. Failure to complete the assessment or comply with ESG obligations is a material breach and may result in corrective actions, suspension, termination, and required remediation.

39. News Releases, Publicity, and Other Disclosures

Supplier will not make or authorize any news release, advertisement, or other disclosure relating to the Agreement or Order or use Buyer's name or logo without Buyer's prior written consent.

40. Delays

Supplier will immediately notify Buyer in writing of any actual or threatened delay and take and pay for all actions to mitigate the impact.



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41. Remedies

Supplier is liable for Buyer's costs, expenses, and damages arising from Supplier's acts or omissions. Rights and remedies are cumulative and in addition to those at law or in equity.

42. Partial Invalidity (Severability)

If any provision is invalid or unenforceable, it is ineffective only to that extent. The remaining provisions remain in effect unless the purpose of the Agreement or Order cannot be preserved. The invalid provision will be deemed restated to reflect its meaning and essence to the extent permissible.

43. Survival

Obligations that by their nature or terms extend beyond expiration or termination (including warranties, indemnities, Intellectual Property, Proprietary Information, and product support) survive.

44. No Waiver

No failure to exercise any right, or acceptance of performance at variance, constitutes a waiver except as expressly stated in writing. Such failure does not prevent future enforcement.

45. Relationship of the Parties

The Parties are independent contractors and not agents or partners. Neither Party will represent otherwise or bind the other.

46. Interpretation

These Terms and Conditions and any Agreement or Order will be construed as if jointly drafted, without presumption against the drafter.

47. Entire Agreement

47.1. Entire Agreement. These Terms and Conditions, the face of the Order, and any expressly referenced attachments, exhibits, schedules, or supplements constitute the entire agreement for the Order and supersede prior or contemporaneous communications and agreements.

47.2. Precedence and Conflicting Terms. Additional, conflicting, or deviating terms in Supplier documents are rejected and have no effect unless expressly agreed in a written amendment signed by authorized representatives of both Parties. No course of dealing, trade usage, or verbal agreement modifies these terms.

47.3. Amendments and Modifications. Modifications are effective only if in a written instrument signed by duly authorized representatives of both Parties.

47.4. Binding Effect. This Agreement binds and benefits the Parties and their successors and permitted assigns.

47.5. U.S. Government Contract Flowdowns. For Orders under U.S. Government contracts, in any conflict, the USG Contract Clauses prevail.



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47.6. Further Assurances. Supplier will execute documents and take actions reasonably requested by Buyer to carry out the intent and ensure compliance.