



GENERAL AGREEMENT

CHEMTREC® hereby agrees to provide the registered account (“Customer”) with the services identified the Scope of Work. CHEMTREC, LLC is a wholly owned subsidiary of the American Chemistry Council (see Definitions).

- A. Entire Agreement - This Agreement, includes the General Agreement, the Standard Terms and Conditions, and the Scope of Work Section (including the fees contained in the Service Quote) and represents the entire contract between the parties on this subject.
- a. There are no oral or written promises, terms, conditions, or obligations other than those contained in this Agreement.
 - b. This Agreement supersedes all previous communications, representations, or agreements, either oral or written, between the parties on this subject.
 - c. The terms and obligations under this Agreement may not be assigned by either party without prior written consent by both parties.
- B. Warranties
- a. General Warranties. Each Party represents and warrants that: (a) it has the full power and authority to enter into and fully perform pursuant to the Agreement; (b) it has sufficient right and authority to grant all licenses and rights granted or agreed to be granted by it hereunder to the other Party; (c) all materials and services furnished by one Party to the other or the use thereof will not violate any applicable laws, or violate or infringe upon the rights of any third party; and (d) at all times, each Party will comply with all applicable federal, state and local laws, rules, and regulations, and orders of any governmental body or agency.
 - b. Performance Warranty. CHEMTREC warrants that: (a) the Services will be performed in a good and workmanlike manner and in accordance with best professional standards; (b) its performance of the Services will not violate any applicable federal, state or local laws, rules or regulation, or orders of any governmental body or agency; and (c) its performance of the Services will conform to all requirements of the Agreement.
 - c. Customer Use Warranty. Customer agrees to use the Services only for the purposes provided and anticipated in the Scope of Work attachment.
 - d. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR LIMITED BY LAW, CHEMTREC MAKES NO REPRESENTATION, COVENANT, PROMISE, GUARANTEE OR WARRANTY WITH RESPECT TO ANY TECHNOLOGY, GOODS, SERVICES, RIGHTS OR OTHER ASPECT OF THIS AGREEMENT AND HEREBY ABSOLUTELY DENIES AND DISCLAIMS SAME, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS OF SERVICES FOR ANY



PARTICULAR PURPOSE OR OTHERWISE WITH RESPECT TO ANY ASPECT OF THIS AGREEMENT.

- C. Acceptance – The Customer is deemed to have accepted this Agreement in its entirety if any of the following conditions are met:
 - a. The Customer expressly indicates acceptance to CHEMTREC in writing, including email or online acceptance.
 - b. The Customer portrays or otherwise makes use of the CHEMTREC Phone Number (see Definitions) on shipping documents, Safety Data Sheets (SDS) (see Definitions), product packaging, or hazard communications labels.
 - c. The Customer submits SDS to CHEMTREC or maintains SDS on file with CHEMTREC.
 - d. The Customer pays any invoiced amount, in whole or in part, to CHEMTREC.
- D. Payment - The Customer agrees to pay CHEMTREC, in accordance with the fees contained in the Service Quote.
- E. Service Period – The Primary Service Period is provided in the Service Quote document and the Customer is responsible for payment of the annual fees throughout the entire Primary Service Period. If a Primary Service Period is not defined in the Service Quote document or elsewhere in the Agreement, the Service Period is the 12-month period commencing on the first day of the month following the date of acceptance by the Customer.
- F. Invoicing - CHEMTREC will provide the Customer, in the manner and format of CHEMTREC’s choice, with an invoice that describes the services rendered. CHEMTREC may further invoice the Customer for any overage charges resulting from service usage in excess of that provided in the service level selected. Annual or multi-year agreements are invoiced on an annual basis.
- G. Extension of Agreement – Following the Primary Service Period registrations are automatically renewed for a 12-month Service Period unless written notice is given by either party before the concluding date of current Service Period.
- H. Refunds - There will be no refunds of any amounts - paid, full or partial, thirty (30) days past the start of the Service Period, with the following exception:
 - a. If the Agreement is terminated by CHEMTREC, a refund of annual fees, pro-rated on the number of full months remaining in the Service Period, shall be refunded to the Customer.
- I. Termination – This Agreement cannot be terminated during the Primary Service Period. If the Customer terminates the agreement during the Primary Service Period, the remaining amounts due during the Primary Service Period become due and owing on the date of termination in a lump sum. CHEMTREC may terminate this Agreement by providing sixty (60) days prior written notice to the Customer. If CHEMTREC terminates the Agreement without cause CHEMTREC will refund to the Customer, on a pro rata basis, the annual fee paid by the Customer for the current Service Period.
- J. Representation of Parties - CHEMTREC will be represented during this Agreement by CHEMTREC’s Director of Sales & Marketing (“Project Manager”).
- K. Intellectual Property – CHEMTREC® is a registered service mark of the American Chemistry Council and may be used by the Customer only for the purpose identified in the Scope of Work and Service Quote and only for the term of this Agreement.

- L. Limitations of Liability – IN NO EVENT WILL CHEMTREC, ITS PARENT OR AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER THAT EXCEED THE ANNUAL PRICE OF THE SERVICES (INCLUDING WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF THE SERVICES, THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE WEBSITE, DATABASE OR MATERIALS OR INFORMATION CONTAINED THEREIN. THIS LIMITATION OF LIABILITY EXISTS WHETHER OR NOT THE CHEMTREC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- M. Indemnification - The Customer agrees to indemnify CHEMTREC, LLC, its parent company, officers, and employees against all claims, liabilities, costs, or damages (including reasonable attorneys' fees and any costs of a lawsuit), arising out of the performance of this Agreement that are not the result of CHEMTREC's sole negligence or willful misconduct.
- N. Third-Party Communications – In addition to and without limiting the indemnity obligations contained in Section M, if the Customer authorizes or directs CHEMTREC to communicate with third parties or to otherwise share incident information with someone other than the Customer, Customer agrees to indemnify and hold harmless CHEMTREC to the fullest extent permitted by law, from and against any and all losses, claims, damages, liabilities, obligations, penalties, judgment or awards, arising out of communications between CHEMTREC and the designated third party. It remains the sole responsibility of the Customer to keep all third-party contact information and contact instructions current.
- O. Anti-Bribery Compliance – CHEMTREC and Customer represent and warrant that (i) all of the activities involved in the use, performance or delivery of the Services, shall comply with all laws, codes, regulations and standards applicable to such Services, (ii) Neither CHEMTREC nor Customer shall engage in any commercial or governmental bribery and shall comply with all applicable anti-bribery laws and regulations, including the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1, et seq., (iii) Neither CHEMTREC nor Customer have offered, given, promised to give, or authorized giving, and shall not offer, give, promise to give, or authorize giving, directly or indirectly, any money or anything else of value to any government official, political party, political official, or candidate for political office in connection with its activities under this Agreement, and (iv) shall comply with all U.S. and other applicable export control or sanctions laws and shall not take any action that will cause the other to violate applicable export control or sanctions laws.
- P. Dispute Resolution - If a Party believes that a dispute, controversy, or claim has arisen out of the Agreement (a "Dispute"), then the Party shall promptly notify the other in writing. Upon receipt of the notice, the representatives designated to receive notices under the Agreement shall promptly attempt to resolve the Dispute. If these representatives cannot resolve the Dispute within ten business days after the notice was received, then each party shall immediately designate a senior executive with authority to resolve the Dispute. If the senior executives cannot resolve the Dispute within twenty days after the referral to them, then either Party may pursue any and all remedies

- Q. available under the Agreement, at law or at equity in a court of competent jurisdiction and in conformance with Section Q. Neither the giving of notice of a Dispute nor the pendency of any dispute resolution process will extend any notice or cure period described in the Agreement or any period within which a party shall act as described in the Agreement. Subject to the rights of the Parties to terminate pursuant to the Agreement, CHEMTREC shall continue to perform its obligations during the pendency of any Dispute.
- R. Governing Law - This Agreement is subject to, and is to be construed under, the laws of the Commonwealth of Virginia, United States of America. Actions brought under this Agreement shall only be brought in a court of competent jurisdiction in the Commonwealth of Virginia.