



STANDARD TERMS & CONDITIONS

A. Pricing/Invoicing/Payment

- a. All invoices will be issued, and payments are due in US Dollars unless otherwise expressly specified in the Agreement.
- b. All payments are due within sixty (60) days of the invoice date.
- c. With respect to purchase orders, CHEMTREC will include a purchase order number as a reference on the invoice provided to the Customer.
 - i. The Customer must provide the purchase order number at least 45 days prior to the beginning of any renewal Service Period.
 - ii. The inclusion of a purchase order number does not constitute agreement to any associated terms & conditions.
- d. CHEMTREC will only provide banking instructions and/or any other self-descriptive information required under applicable governmental statutory requirements (e.g., full corporate name and address, tax classification, employer identification number, banking instructions, address, etc.). CHEMTREC will not be obligated to provide any other self-descriptive information and conditions provided by the Customer are expressly rejected.

B. Cancellation of Services for Non-Payment - Thirty (30) days after the service period start date, non-payment of any fees will result in the Customer's account becoming delinquent. The account will then be subject to immediate cancellation by CHEMTREC.

- a. A late fee, in addition to full payment of any outstanding fees, may be required for reactivation of any account.
- b. The Customer may also be required to resubmit its Safety Data Sheets (SDS) and contract information to CHEMTREC.

C. Taxes - CHEMTREC does not represent that all taxes due are included in any invoice. Any obligations due under any regulatory requirement or foreign jurisdiction shall remain the responsibility of the Customer. All payments shall be made free and clear of and without any deduction for or on account of any tax, levy, deduction, withholding, or other similar charge of whatever nature (a "Tax") not referenced on the CHEMTREC invoice. If such additional tax is required by law of the Customer's jurisdiction, Customer will be liable for the amount of the Tax and will remit the full amount invoiced to CHEMTREC.

D. Correspondence - All written (non-electronic) correspondence shall be directed to the following address:

CHEMTREC
3130 Fairview Park Drive, 4th Floor
Falls Church VA 22042-4523
USA

E. Revisions - CHEMTREC may revise this Agreement for a subsequent Service Period at any time.

- a. Unless required by law, any changes to this Agreement will be made no less than sixty (60) days prior to the effective date of the change(s).
 - b. Changes to this Agreement will be communicated via the CHEMTREC website, e-mail, or other means.
 - c. Upon initiation or renewal of this Agreement, it is the responsibility of the Customer to be familiar with the then-offered Agreement, including any price changes, as they will prevail for the subsequent Service Period.
- F. Independent Contractor - At all times in the performance of this Agreement, CHEMTREC will act as an independent contractor. CHEMTREC will:
- a. Employ the staff necessary to fulfill the terms of this Agreement.
 - b. Have exclusive supervision, management, and control over this staff.
 - c. Provide the facilities to conduct the work under this Agreement; and
 - d. Have exclusive control over expenditures of funds provided under this Agreement.
- G. Contents of this Agreement are Confidential - All of the contents, terms, descriptions, rates and prices contained in this Agreement are to be considered by the Customer as confidential information from CHEMTREC and may not be released to any party other than the Customer's employees who are directly involved on a "need-to-know" basis with the interpretation and administration of this Agreement.
- H. Customer and Incident Data - CHEMTREC understands the importance of your data and will use Customer Data only for providing the Services. This includes providing necessary information to first responders or other callers reporting an Incident. Individual Customer Data and Incident Data is otherwise kept private and not released to outside parties without your permission. If Customer Data or Incident Data is requested or subpoenaed in conjunction with an investigation or legal proceedings CHEMTREC will notify the Customer prior to complying with any such request or subpoena. We may reference our own statistics, but the data will be aggregate of our client base, and not identify any one party.
- I. Data Privacy - CHEMTREC is a US-based company that works to comply with international data protection regulations. Regarding personal information:
- a. CHEMTREC only collects information related to an identifiable natural person that is necessary to provide the Services.
 - b. Personal data provided by the Customer typically includes necessary contact information and is voluntarily provided by the Customer. It is the Customer's responsibility to obtain necessary consent from all persons before disclosing their personal data to CHEMTREC and must inform the data subject of the possible risks of the transfer.
 - c. CHEMTREC does not share, sell, rent, or barter personal data to any third-party advertiser or vendor without express permission.

- d. CHEMTREC collects caller information during an Incident. Callers providing personal data directly to CHEMTREC at its US call center does not constitute a transfer of data to CHEMTREC as it is given directly by the data subject to CHEMTREC and is not transferred by a processor or controller.
 - e. CHEMTREC's use of personal data in providing the Services is necessary for important reasons of public interest.
 - f. CHEMTREC provides data security systems consistent with industry standards and can remove personal data from its databases upon reasonable request by a Customer or an individual data subject.
- J. Copyright, Trademarks & Restrictions - The Customer is prohibited from:
- a. Implying that the Customer and CHEMTREC [or The American Chemistry Council] are legal partners.
 - b. Creating the impression that CHEMTREC is affiliated with the Customer.
 - c. Implying, directly or indirectly, that CHEMTREC has sponsored, authorized, approved or endorsed the Customer; or
 - d. Using the CHEMTREC name or logo for any marketing, advertising, or promotional purpose, without express written consent from CHEMTREC.
 - e. The Customer agrees to change or correct, at its own expense, any material or activity that CHEMTREC deems to be inaccurate, objectionable or misleading, or a misuse of CHEMTREC's name, trademarks, or service marks.
- K. Force Majeure - CHEMTREC shall not be liable for any failure to provide services as described in the Agreement caused by circumstances beyond its control including, but not limited to: acts of God, fire, flood, acts of war, government action and accident.
- L. Language - The Customer shall provide all information on products registered and details of emergency arrangements in the English language.
- a. The Customer is required to submit copies of, or immediate access to, SDS or other product information in English for each of the hazardous materials and dangerous goods it ships, prior to any shipments taking place.
 - b. The Customer may also provide additional copies of the SDS for all registered products in the languages of the countries covered in the Service Area(s) along with an electronic index in English.
- M. Use of the CHEMTREC Phone Number – Only companies properly registered with CHEMTREC may use the CHEMTREC phone number.



Definitions

- A. CHEMTREC – CHEMTREC, LLC is a limited liability company wholly owned by the American Chemistry Council. For the purposes of this Agreement, “CHEMTREC” includes both the services and the personnel used to fulfill the Services.
- B. CHEMTREC Customer Number (CCN) – Every company name registered with CHEMTREC (either as a Customer or Affiliate) is assigned a unique numerical identifier known as its CHEMTREC Customer Number (CCN).
- C. CHEMTREC Phone Number – For the purposes of this Agreement, the term “CHEMTREC Phone Number” is understood to include all authorized CHEMTREC phone numbers, as well as any phone number(s) directed to CHEMTREC’s call center. The Worldwide Authorization service includes access to CHEMTREC’s In-Country Dial telephone numbers, which have a greeting in the local language to assist the caller and explain how the balance of the call will proceed.
- D. Customer – The person or legal entity entering into the Agreement with CHEMTREC or otherwise seeking a registered account.
- E. Customer Data – Information provided by the Customer to CHEMTREC necessary for the provision of the Services. This includes but is not limited to personal information for necessary contact personnel, SDS, product information, hazard information, and emergency response instructions.
- F. Incident - Any call to CHEMTREC regarding the Customer (or Affiliates)’s products and/or shipments, including hazardous materials emergencies, company/product referrals, and medical incidents, is considered an Incident.
- G. Incident Data – All information collected from a caller or a Customer during an Incident which could include personal information of the caller, facts and circumstances related to the Incident, contacts with Customer representatives or first responders and advice provided by CHEMTREC or medical service providers.
- H. Incident Report - Details of emergency incidents (e.g., spill, leak, fire, exposure or accident) are documented in Incident Reports by CHEMTREC for the Customer.
- I. Affiliates - A Customer may wish to extend its registration with a company or business unit affiliated to itself or its products in the chain of commerce (e.g., a subsidiary, distributor, third party logistics company, business unit, customer). The Customer will:
 - i. Pay for their Affiliates’ registration(s).
 - ii. Act as the Primary Contact for all Affiliates.
 - iii. Submit the required product SDS documentation for all Affiliates.
 - iv. Serve as the Emergency Contact for the products those Affiliates ship.
 - v. If the Parent Customer would like to maintain separate contacts for an Affiliate, a premium will be assessed for each Affiliate that requires separate contacts, on an annual basis per the Fee Schedule.

- J. Safety Data Sheets (SDS) – For the purposes of this Agreement, the terms “Safety Data Sheet” (including “SDS”) is understood to include Material Safety Data Sheets (MSDS), Waste Safety Data Sheets (WSDS), and Extended Safety Data Sheets (eSDS).
- K. SDS Index – An electronic index, in Excel or other acceptable file type, of SDS or other documents submitted to CHEMTREC.
- L. Services – Services includes all services provided by CHEMTREC to the Customer pursuant to the Agreement and is a function of the Scope of Work.
- M. Service Area - The Service Area is a function of the Scope of Work.
- N. Fee Schedule – The Fee Schedule is a listing of fees shown in US Dollars that are associated with CHEMTREC’s products and services. The Fee Schedule is included in the Service Quote or Scope of Work Section of the Agreement.