

  
**GENERAL TERMS AND CONDITIONS OF SALE**

**Definitions.** As used in these terms and conditions (“General Terms”), the following words have the following meanings: “Buyer” means the individual or company buying Product(s) from Seller; “Contract” means a legally binding agreement between Buyer and Seller for the sale(s) and purchase(s) of Product(s) that is subject to these General Terms; “Product(s)” mean the goods or other items to be sold by Seller to Buyer; “Full Payment” means Seller’s receipt in cash or cleared-in funds of the contract price for Product(s); “Quotation” means Seller’s quoted price on the reverse (if applicable), which is subject to these General Terms; and “Seller” means Sensient Technologies Corporation (a Wisconsin Corporation) or its direct or indirect subsidiary selling Product(s) to Buyer according to these General Terms. Seller and Buyer are each a Party and together, the “Parties.”

**Application of General Terms.** These General Terms govern this Contract and supersede and extinguish all terms and conditions implied by law, custom, or course of dealing. Buyer’s acceptance of Seller’s Quotation or Seller’s acceptance of Buyer’s purchase order, as the case may be, is expressly made conditional on Buyer’s assent to these General Terms, including any terms additional to or different from those contained in the Buyer’s purchase order. Any additional or different terms contained in Buyer’s purchase order or other documents are hereby objected to and rejected. This Purchase Order Acceptance and these General Terms will be deemed immediately accepted by Buyer unless rejected in writing prior to delivery of Product(s) and will form a Contract that is subject to these General Terms.

**Cost, Delivery, Title, and Risk of Loss.** The cost of each Product is as specified on the reverse; provided, however, Seller may, upon written notice to Buyer at any time after acceptance and before delivery, increase the price of Product(s) to reflect any increase in Seller’s cost to manufacture or deliver Product(s). Buyer will pay all sales, use, excise, or similar taxes, tariffs, and other charges, which Seller is required to pay, or to collect and remit, to any government and that are imposed on or measured by the sale. Unless otherwise specified on the reverse, Product(s) will be delivered EXW (Incoterms 2020) Seller’s facility, and Buyer will pay the costs of delivery of Product(s). Notwithstanding any other provision herein, Buyer grants to Seller a security interest in Product(s) and all product(s) incorporating Product(s) and proceeds thereof until Seller has received Full Payment. Between delivery and Full Payment, Buyer will ensure Product(s) are properly stored and insured; and, if Buyer resells or uses Product(s) in the ordinary course of its business, Buyer will account to Seller for the proceeds of any sale or disposal of Product(s), including insurance proceeds, and segregate all such proceeds on Seller’s behalf from any other funds.

**Inspection.** Buyer will be responsible for inspecting and testing Product(s) upon their arrival at Buyer’s facility and prior to their storage or use. Any claim made under the Limited Warranty will be in writing and received by Seller within ten (10) business days after delivery of Product(s), or within two (2) business days after discovery of any non-conformity that could not have been discovered by reasonable inspection and testing at the time of delivery. Absent such timely notice to Seller, Buyer will be deemed to have accepted Product(s) unconditionally, and Seller will have no liability for any non-conformity. Buyer will cease using Product(s) immediately upon the discovery of any non-conformity. Buyer shall not perform, nor permit a third party or any artificial intelligence program to perform, directly or indirectly, any analysis of Product(s) (or samples thereof) for chemical composition or structure or any replication or reverse-engineering of Product(s) (or samples thereof) for any purpose.

**Payment Terms.** Unless otherwise specified on the reverse, Buyer will pay all Contract invoices in full without deduction, set off, or counterclaim within thirty (30) days from the date of invoice. Seller may, but is not obligated to, grant credit terms to Buyer. Acceptance of any order is subject to final credit approval by Seller. Seller reserves the right to cancel any Contract if Seller deems Buyer unable to pay for any Product(s). Seller reserves the right, in its sole discretion and without prior notice, to deny, change, or limit the amount or duration of credit to be afforded Buyer, either generally or with respect to a particular purchase order, and may require cash payments in advance or security satisfactory to Seller. Seller may charge interest on any overdue amount at a rate equal to the lesser of 1.5% per month to accrue daily and the maximum rate permitted by applicable law, computed from the day payment is due until Seller has received Full Payment. If any amount is overdue, Seller may declare all amounts due from Buyer under all Contracts immediately payable and will have all rights and remedies provided by law. Buyer will be responsible for all costs, expenses, and fees, including reasonable attorney’s fees and professional collection service fees, incurred by Seller in the recovery of overdue amounts. No payment made by check, bill of exchange, or other negotiable instrument will be deemed to have been received by Seller until the check, bill of exchange, or instrument has been honored on presentation for payment. Seller will have no liability whatsoever if Buyer makes a payment (or any proportion thereof) under an invoice into any bank account other than the bank account specifically designated by Seller to Buyer for payment. Payment into Seller’s designated bank account only shall satisfy Buyer’s payment obligations under this Agreement. To the extent that Buyer receives any communication notifying Buyer of a change in Seller’s designated bank account, Buyer is required to verify the authenticity of the same directly with Seller.

**Intellectual Property:** Seller reserves the right to discontinue deliveries of any Product(s), the manufacture, sale or use of which would, in Seller’s opinion, infringe upon any U.S. patent, trademark, or design now or hereinafter issued, registered, or existing and for which Seller is not licensed.

**Limited Warranty: Claims.** With respect to Product(s) manufactured by Seller and sold hereunder and subject to Inspection and provided Buyer complies with specified storage and handling conditions, Seller warrants that such Product(s), at the time of delivery, will conform to Seller’s specifications, be merchantable, and not to Seller’s knowledge infringe any third party’s intellectual property rights. Any claim made under this Limited Warranty will be in writing and received by Seller within ten (10) business days after delivery of Product(s), or within two (2) business days after discovery of any non-conformity that could not have been discovered by reasonable inspection and testing at the time of delivery. Any other claim under this Contract must be commenced within one year of discovery.

BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF PRODUCT(S) PURCHASED, WHETHER USED ALONE OR IN COMBINATION WITH OTHER GOOD(S) OR SUBSTANCES. THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY SELLER IN CONNECTION WITH THIS CONTRACT. SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS TO BUYER OR ANY OTHER PERSON OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT(S), AND SELLER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER EXPLICITLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCT(S) NOT MANUFACTURED BY SELLER OR ITS AFFILIATES.

**Exclusive Remedy: Limitation of Liability:** THE PARTIES AGREE AS FOLLOWS: BUYER’S EXCLUSIVE REMEDY UNDER THIS CONTRACT IS SELLER’S REPAIR OR REPLACEMENT OF PRODUCT(S) OR REFUND OF PRODUCT PURCHASE PRICE. SHOULD THIS EXCLUSIVE REMEDY FAIL OF ITS ESSENTIAL PURPOSE, SELLER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT SHALL BE CAPPED AT TWO TIMES THE AMOUNT PAID BY BUYER TO SELLER UNDER THIS CONTRACT. REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY, SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, OR LOSS OF DATA, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE, OR LOSS OF THE PRODUCT(S), REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE CLAIMS), STRICT LIABILITY, OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

**Force Majeure.** Seller will not be liable for any failure to perform, nor be in breach of this Contract, due to the prospect, occurrence, or results of any act of God; flooding; drought; storms; tornados; cyclonic events; excessive winds; extreme heat; extreme cold; extreme weather events; earthquake; volcanic eruption; forest or wild fire; mudslides, sinkholes, other subsidence, soil liquefaction, or extreme soil erosion; plant disease or insect damage; war (whether declared or undeclared), riot, civil commotion, or terrorism; failure of public infrastructure; cyber-attack that prevents production or shipping; acts of civil or military authority; legislation; pandemic, epidemic, local disease outbreaks, public health emergencies; quarantine; strike; labor dispute; breakdown or destruction of machinery; accident; inability to obtain supplies, raw materials, labor, equipment, fuel, power, components, or transportation; inability to obtain any necessary import or export or other licenses or the consent of any governmental authority; unexpected border delays, sanctions, or tariffs; or any other cause or circumstance whatsoever beyond its control, whether similar or dissimilar to the foregoing.

**Compliance with Laws.** Buyer will comply with all applicable laws and regulations with respect to its performance of this Contract, including applicable U.S. and other national anti-corruption and export laws, regulations, and sanctions.

**Governing Law and Jurisdiction.** The validity, construction, and enforcement of this Contract and any disputes relating to or arising out of this Contract will be determined and governed by the laws of the State of Wisconsin, United States, without regard to its conflict-of-laws principles. The U.N. Convention on Contracts for the International Sale of Goods will not apply.

**Non-Assignment.** This Contract is not transferable by either Party without the other Party’s prior written consent, except Seller may assign this Contract without Buyer’s consent if the assignment is to an affiliate or carried out as part of a merger, restructuring, or reorganization, or sale or transfer of all or substantially all of Seller’s assets.

**Miscellaneous.** These General Terms are the sole and exclusive statement of the Parties’ understanding and agreement with respect to the transactions contemplated by this sale, notwithstanding any other terms that might be contained in any purchase order or other oral, written, or electronic communication between the Parties. These General Terms constitute the entire agreement between the Parties regarding the subject matter hereof and can only be modified or changed in a writing signed by authorized representatives of both Parties. No waiver by Seller of any of these General Terms or any breach hereof will constitute or be deemed to be a waiver of any such term or any such breach in any other case. No waiver by Seller will be deemed to occur as a result of the failure to enforce any term or condition of these General Terms. If any clause or portion hereof is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining clauses or portions will remain in full force and effect. The paragraph headings are for convenience only and will not be used in interpreting or construing these General Terms.