



Mirachem, LLC
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Mirachem Policy Center M-1060.1.1 Standard Sales Terms and Conditions

Revised: 30-JUN-2020 [Mirachem.com/SalesTerms](https://www.mirachem.com/SalesTerms)

THIS POLICY CONTAINS INFORMATION ABOUT PURCHASERS' RIGHTS AND RESPONSIBILITIES WITH RESPECT TO PURCHASES FROM MIRACHEM LLC. Printed versions of this document may not reflect the most current information. The most current revision may always be found online at [Mirachem.com/SalesTerms](https://www.mirachem.com/SalesTerms). Additional information may be obtained by contacting Mirachem's Customer Support Department online at [Mirachem.com/ContactUs](https://www.mirachem.com/ContactUs).

A. PURPOSE OF POLICY

As required by the Mirachem Code of Business Conduct and Ethics ([Mirachem.com/Ethics](https://www.mirachem.com/Ethics)), Mirachem, LLC ("Mirachem") has published these Standard Sales Terms and Conditions ("Terms and Conditions") to provide for transparency and accountability concerning the Company's policies and procedures with regard to the placement, fulfillment, and management of orders placed by actual, prospective, or third-party customers ("Purchaser").

B. RESPONSIBLE MANAGER

The responsibility for developing, managing, monitoring and reviewing terms and conditions and all Company activities deriving from them shall rest with the Chief Sales & Marketing Officer of the business unit in consultation with Mirachem's Senior Management Team.

C. GENERAL POLICY STATEMENT

It is Mirachem's policy to conduct business in a manner that maximizes customer satisfaction and minimizes risk. These Terms and Conditions have been established to describe Mirachem's policies and practices regarding the placement, processing, and fulfillment of Purchase Orders in accordance with our Code of Business Conduct and Ethics ([Mirachem.com/Ethics](https://www.mirachem.com/Ethics)), Quality Management System (QMS), and our obligations to various stakeholders.

We recognize that each customer has its own policies and procedures governing purchases and supplier management. We understand the importance of meeting these needs. However, it would be irresponsible of us to act in the belief that we can consistently comply with every provision of each customer policy without conflict. The intent of these Terms and Conditions is to clearly communicate what we do, how we do it, and what customers may expect when making purchases from Mirachem. It is our commitment to be accountable for our own conduct and responsibilities and we operate under the premise that our customers and other business contacts will be accountable for theirs.

D. OTHER AGREEMENTS

Mirachem may enter into Other Agreements which may contain provisions that conflict with or otherwise alter the terms and conditions contained herein. In such cases, these properly executed Other Agreements shall control and the terms and conditions contained therein shall supersede and replace or amend these terms and conditions to the extent called for in the Other Agreement. Any provision contained herein that is not specifically altered by such Other Agreement shall remain in full force and effect. A Purchaser's Purchase Order does not constitute an Other Agreement unless Mirachem has either executed a formal acceptance to that effect or issued a formal Order Acknowledgement.

E. AFFILIATES AND OTHER CONTRACTORS

Mirachem may contract with certain affiliates or other parties in fulfilling its obligations or exercising its rights hereunder. In such cases, Mirachem's contractors are obliged to act in accordance with applicable Mirachem

policies. Regardless of any product or service provided by a contractor for Mirachem, the transaction remains between Mirachem and Purchaser.

F. QUALITY MANAGEMENT SYSTEM

Mirachem’s order processing and fulfillment procedures are controlled under our ISO 9001:2015 certified Quality Management System (QMS). Purchasers are advised to communicate any quality-related Customer Requirements to Mirachem at the time of order to ensure proper handling. Customer Requirements that fall outside of Mirachem’s published service standards or which are beyond what is reasonable and customary in the industry may require formal review under Mirachem’s contracts management policies. For additional information please see our Customer Quality and General Requirements Policies – FAQ online at Mirachem.info/INF-1830.

G. CUSTOMER AND THIRD-PARTY POLICIES

The Mirachem Code of Business Conduct and Ethics prohibits the Company from accepting or agreeing to any customer or third-party policy or standard except as permitted by the Code (See Section J at Mirachem.com/Ethics). This includes general purchasing terms which may not be applicable to Mirachem and which are referenced or included in Purchaser’s order documents. Within these restrictions, it is Mirachem’s policy to conform to Purchaser policies to the greatest extent possible. For additional information please see our Customer Quality and General Requirements Policies – FAQ online at Mirachem.info/INF-1830.

H. DISTRIBUTION, REALE, AND USE OF TRADEMARKS

Mirachem reserves all rights to, in its sole discretion, determine distribution channels, markets, commercialization strategies, or sales mediums for its products. The purchase of Mirachem products does not convey to Purchaser any right to distribute products on our behalf nor to represent themselves as an official reseller or marketer of Mirachem products. The purchase of Mirachem products does not grant Purchaser any right to use or display any Mirachem trademark or tradename, nor does it establish any form of distribution or reseller relationship. For further information see Mirachem’s Content License (Mirachem.com/License).

I. RIGHT OF USE

The underlying technologies and know-how used in Mirachem’s products are proprietary and are protected from misappropriation under the Uniform Trade Secrets Act (UTSA). While the title to purchased goods transfers to Purchaser as described herein, rights to the underlying technologies and know-how do not.

Upon full payment of charges due to Mirachem, Purchaser shall have the Right of Use which includes permission to use Mirachem products in any manner permissible under law, applicable agreement, and these Standard Sales Terms and Conditions. This Right of Use, however, conveys no right, title, license or interest to Mirachem’s intellectual property.

Any scientific analysis, laboratory testing, reverse engineering, formulation deconstruction, or other effort intended to, or with the result of, discovering the underlying technologies and know-how used in Mirachem’s products, or which compromises Mirachem’s commercial purpose, is expressly prohibited and may be actionable under applicable civil or criminal law.

J. PRODUCT QUALIFICATION

Mirachem customarily provides sales and technical support assistance before, during and after the purchase process. We endeavor to provide accurate, complete, and helpful information to Purchasers. However, Purchaser shall be solely responsible for making a final determination as to the suitability of Mirachem’s products for use in the intended application.

Mirachem makes available information regarding the recommended uses for its Products, appropriate directions for use, and relevant cautions or warnings. It is the responsibility of the Purchaser to review this information, make it available to end users, and ensure compliance with all applicable workplace and environmental safety regulations. Purchaser takes all responsibility to ensure the proper use of Mirachem products and assumes all liability for improper use.

K. PRICING

As described in Mirachem’s Code of Business Conduct and Ethics, our product pricing is based on either a published price list, a negotiated pricing agreement, or a standard price calculation matrix for certain purchases. Discounts off our published pricing are based on purchase volume. (See Section K10 at Mirachem.com/Ethics). We do not extend discounts based solely on wholesale trade or other intent to resale.

Mirachem publishes standard pricing for many products online. Listed prices may reflect a discount offered for purchases completed and pre-paid through the e-commerce portal. These discounted prices may not be available for purchases placed via other channels or billed to a Mirachem credit account.

Mirachem is not obligated to provide advanced notice of pricing changes, nor to honor any pricing commitments other than those made via a written quote or other formal instrument. In the event of a clerical or other communication error, Mirachem reserves the right to correct pricing on any transaction.

For additional information please see our Customer Quality and General Requirements Policies – FAQ online at Mirachem.info/INF-1830.

L. HANDLING & MISCELLANEOUS CHARGES

Mirachem’s freight program includes standardized charges for transportation and handling. Other than these, we do not typically apply handling or miscellaneous charges to orders. Exceptions to this practice are identified herein. When Customer Requirements go beyond what is reasonable and customary Mirachem reserves the right to incorporate additional handling charges into product prices quoted to Purchaser.

M. PRODUCT AVAILABILITY

Mirachem offers products for sale according to its standard product availability (online at Mirachem.com/Availability) in effect at the time of order placement. Mirachem is not obligated to provide advanced notice of availability changes, nor to honor any availability commitments other than those made via a written quote or other formal instrument.

N. VENDOR FORMS, SETUP DOCUMENTS, QUALITY CERTIFICATIONS

Purchaser’s vendor profile, quality program acceptance, purchasing policy notifications, or other order processing documentation should be provided to Mirachem prior to placement of an initial order whenever possible, but in all cases no later than time of Purchase Order placement.

Mirachem’s governance and quality management standards require that all customer policies be reviewed for compatibility with Mirachem’s Code of Business Conduct and Ethics and our Quality Management System. Purchasers are advised that an initial review process can take several days and may delay processing of orders pending acceptance.

For additional information please see our Customer Quality and General Requirements Policies – FAQ online at Mirachem.info/INF-1830.

O. THIRD-PARTY AUTHORIZED PURCHASERS

In general, upon written request and authorization directly from an end-user customer, Mirachem will honor special pricing or other customer-specific considerations for purchases made by a tier-1, MRO, or other

third-party Purchaser on the end-user customer's behalf. These special considerations remain a function of the relationship between Mirachem and the end-user customer and may only be enjoyed by the third-party Purchaser to the extent that they act for and on behalf of the end-user customer.

All third-party authorized Purchasers explicitly agree to support and facilitate Mirachem's efforts to provide product information, technical or product support, and application data to the end-user customer without interference or intent to circumvent Mirachem's commercial purposes. Third-party purchasers are also required to adhere to Mirachem's standards on data protection, confidentiality, privacy, and business conduct.

Mirachem's willingness to facilitate orders placed by third-party purchasers does not constitute our acknowledgement or acceptance of any modification to the customer/supplier relationship that exists between end-user customer and Mirachem. We continue to assert a proprietary interest in our relationship with the end-user customer and reject any notion of a duty or obligation to conduct business with the end-user customer solely through the third-party purchaser. Mirachem reserves the right to decline to do business through any third-party authorized Purchaser.

For additional information please see our Customer Quality and General Requirements Policies – FAQ online at Mirachem.info/INF-1830.

P. SUPPORT

Mirachem offers customer, application, product, and technical support services to Purchasers at no charge. Unless otherwise agreed upon in writing, these support services extend only to the original Purchaser. In the absence of such written agreement, services to downline or resale customers will be provided at Mirachem's discretion.

It is Mirachem's standard practice to maintain records on the ultimate end use applications for its products. These records are used in our product development, application and technical support, and quality management efforts. For additional information see Mirachem's Privacy and Information Security Policy (Mirachem.com/Privacy).

Q. CERTIFICATIONS, APPROVALS, AND DECLARATIONS

Mirachem products may be offered with various certifications, approvals, or declarations relating to a variety of topics. These include standards compliance, product compatibility, health and safety details, environmental information, regulatory compliance, general business classification, and other areas of information. Mirachem makes these representations when required by law, as part of a contractual obligation, or when it is deemed necessary or advisable in support of our commercial purposes.

R. INTERNATIONAL TRANSACTIONS

International chemical purchases can be complex transactions. We recommend that international customers refer to our Information Release - International Shipping and Sales at Mirachem.info/INF-1720

S. QUOTATIONS

Upon request, Mirachem will provide written Quotations confirming product pricing, availability, and the terms and conditions of sale. Formal Quotations require that the complete Bill To, Ship To, Payment Terms, and Shipping Information be provided. Unless otherwise indicated, Quotations are valid for thirty (30) days from the date of issue. In the event of a clerical or other communication error, Mirachem reserves the right to correct pricing on any transaction.

T. PURCHASE ORDERS

Purchaser may place Purchase Orders with Mirachem by any of the following means:

1. Online at Mirachem.com
2. Via email to Orders@Mirachem.com
3. Via Fax at 602-353-1411
4. Over the phone at 800-847-3527

Purchasers are responsible for communicating Purchase Orders to Mirachem. Unless otherwise agreed upon, Mirachem is not responsible for accessing customized portals or third-party services to obtain Purchase Orders and is not responsible for maintaining subscriptions or paying fees to third-party services for access to Purchaser's systems. Such Customer Requirements may result in additional handling charges.

Mirachem accepts Purchase Orders under the following terms and conditions:

1. *Acknowledgement:*

It is Mirachem's policy to issue an Order Acknowledgement on all Purchase Orders via the same method used to place them (ie, email, fax, etc.). In the case of a formal, written Purchase Order, Mirachem will provide a formal, written Order Acknowledgment. Mirachem's Order Acknowledgement will confirm pricing and availability information, as well as details concerning ship date, freight information, payment terms, and any other important information. Unless otherwise agreed upon, Purchaser shall be responsible for transmitting their full and complete Purchase Order to Mirachem at the time of placement. The Order Acknowledgement will constitute Mirachem's acceptance of Customer's Purchase Order under these Terms and Conditions or applicable Other Agreement.

Purchaser shall be responsible for reviewing Mirachem's Order Acknowledgement to help ensure accuracy.

It is Mirachem's standard procedure to use electronic communication and documents whenever possible. In general, Mirachem will disregard requests for signed acknowledgements of purchase orders, instead issuing our Order Acknowledgment. Purchaser requirements for physically executed documents may delay order processing.

2. *Detail Discrepancies:*

Unless otherwise requested by Purchaser Mirachem will address discrepancies in Purchase Order details as follows:

a. **Minor Discrepancies:**

Including technical address corrections, product identifications errors, etc., that do not materially impact the Purchaser's needs. In the case of Minor Discrepancies, Mirachem will note changes and corrections in our Order Acknowledgement and return to Purchaser. Processing of the order will continue as normal.

b. **Major Discrepancies:**

Including pricing errors, product choice questions, quantity confusion, etc., that do materially impact the Purchaser's needs. In the case of Major Discrepancies, Mirachem will note issues in our Order Acknowledgement and return to Purchaser with follow up action requested. Further processing will be held pending a revised Purchase Order.

c. **Terms Discrepancies:**

If a Purchase Order contains terms that conflict with these Terms and Conditions or applicable Other Agreement additional review by Mirachem management personnel will be required. If Mirachem accepts the Purchaser's terms, excluding any Acceptance Restrictions indicated below, a formal written Order Acknowledgment will be issued and will constitute Mirachem's

agreement to be bound by the terms of the Purchase Order for the specific order in question and shall modify the Terms and Conditions contained herein to the extent necessary to conform to the Purchase Order. Such modifications will be made as if they were an Other Agreement as described herein. If Mirachem does not accept the terms of the Purchase Order, an Order Acknowledgment will be issued noting the areas of concern with a request for follow up action.

d. Acceptance Restrictions:

Without regard for the issuance of any Order Acknowledgment, Mirachem expressly rejects any term or condition of a Purchase Order that attempts to modify any obligation or requirement imposed on Purchaser by Mirachem's Billing Policy (online at Mirachem.com/billing) or relieve Purchaser of its obligation to make any payment as required hereunder. The only instrument that can modify Purchaser's payment obligations shall be a formal, written agreement executed by duly designated Mirachem personnel.

e. Order Processing:

Mirachem typically processes orders of stock items and tenders for shipment within 1-2 business days of receipt of Purchase Order. We also make every effort to honor requests to expedite order processing. While these service standards are typically delivered with a high degree of efficiency they cannot be guaranteed.

f. Order Due Dates:

Mirachem makes every effort to accommodate Purchase Order Due Dates. Unless otherwise indicated in our Order Acknowledgment, Mirachem typically processes orders and tenders for shipment with enough lead time for delivery by the Due Date indicated in the Purchase Order.

To ensure timely order processing and delivery, Purchaser is obligated to communicate Purchase Orders to Mirachem with at least 10 business days lead time for domestic US shipments. Purchaser and its contractors must also respond in a timely manner to any follow up inquiries or clarifications necessary to complete processing and shipment of order. Mirachem's already high service standard does not typically include provisions for "rush" orders.

Our normal service standard is not a guarantee. Purchaser may make no claims against a failure to meet an indicated Due Date unless Mirachem has explicitly agreed in writing to be responsible for doing so prior to the Time of Sale.

Purchasers with specific time constraints or special handling requirements must include their requirements in their Purchase Order. Requests for expedited processing, guaranteed or premium freight services, and customized delivery solutions are all special services that will carry an incremental charge.

Mirachem accepts no liability for the performance of transportation carriers and any consequential damages that may arise from a carrier's failure to meet a specified Due Date. Mirachem's responsibility will be limited to the amount of any charges paid to Mirachem for expedited or guaranteed services arranged by Mirachem on our preferred carriers per the Mirachem Freight Program.

U. TAXES

Purchaser is responsible for payment of applicable sales, use, customs, duties or other taxes that may be levied by any applicable governmental or regulatory authority. Mirachem may be required by law to calculate and add

taxes to purchases. Such tax amounts shall be due and payable to Mirachem according to the applicable payment terms and shall be collectible by Mirachem in the same manner as any other amounts due.

Purchasers claiming a tax exemption shall be required provide written instructions to Mirachem at the time of Purchase Order placement and shall provide the necessary documentation as required by the taxing authority. If Purchaser's exemption documentation fails to meet the criteria established by the taxing authority Mirachem will hold all further order processing.

If Purchaser fails to provide written instructions to Mirachem regarding a tax exemption or fails to provide proper and timely documentation of exemption, Mirachem shall be under no obligation to refund, adjust or otherwise modify any order or invoice after the Time Of Sale. Mirachem explicitly rejects any responsibility or liability for managing or accommodating Purchaser's obligations to a taxing authority.

Except as required by law or as otherwise agreed upon between Mirachem and Purchaser, Mirachem shall not be responsible for the calculation, collection, or payment of any tax imposed on Purchaser in connection with the resale, transportation, use, or disposal of Mirachem products.

V. ORDER CANCELLATION

Unless otherwise indicated, Purchaser shall have the right to cancel an order without penalty any time prior to the Time of Sale. To effect such cancellation, Purchaser shall be obligated to notify Mirachem's Customer Support department of its intent to cancel during Mirachem's normal operating hours.

Purchaser shall be liable for full payment on all orders cancelled after the Time of Sale. If Purchaser wishes to return product after the Time of Sale, the terms and conditions of Mirachem's Product Guarantee (online at Mirachem.com/guarantee) shall apply.

W. SHIPPING & CUSTOMER FREIGHT PROGRAM

Unless otherwise indicated in the Purchase Order, orders will be prepared and shipped according to the following terms and conditions:

1. Ship To Information

Purchaser shall be obligated to provide Mirachem with a full and complete Ship To and delivery information with each Purchase Order. This includes delivery location, dock facilities, receiving hours, marking, access restrictions, and appointment information. Requirements that exceed what is reasonable and customary within the industry may be subject to additional handling charges.

Purchaser is responsible for the accuracy of information provided to Mirachem and shall be responsible to pay for all shipments delivered to the Ship To address. Any address correction, re-delivery, undeliverable, return, or similar fees incurred by Mirachem as a result of incorrect information provided by Purchaser may be billed to Purchaser and shall be collectible by Mirachem in the same manner as all other amounts associated with the order.

Purchaser shall ensure that reasonable delivery accommodations are available at the Ship To destination. This includes adequate delivery hours, offloading personnel, and material handling equipment. Purchaser shall be liable for any loss, damage, or costs associated with a failure to provide reasonable delivery accommodations.

2. Choice of Carrier and Service Level

Unless otherwise indicated by Purchaser prior to the Time of Sale, orders shall be shipped using Mirachem's preferred carrier and service level.

3. Third-Party Logistics

Purchaser is responsible for the timely performance of their designated third-party logistics provider and for providing to Mirachem all necessary points of contact, routing guides, documentation, and transaction details with their Purchase Order.

4. Shipping and Handling Charges

Mirachem has established standardized shipping and handling charges based on shipment weight and destination. When Mirachem selects carrier and service level this standardized charge will be added to the Purchaser's invoice. Such charges shall be collectible by Mirachem in the same manner as all other amounts associated with the order.

Certain products may be offered by Mirachem with delivered pricing to selected destinations. This pricing assumes shipment via Mirachem's preferred carrier and service level. If Purchaser specifies other transportation arrangements additional shipping and handling charges may apply.

5. Marking, Labeling, and Documentation

Mirachem provides standard shipment labeling and order documentation at no charge to the Purchaser. This includes product identification, packing list (which includes Purchase Order and Customer Requirements references), safety data sheets, quality certificates, carrier identification, and bills of lading.

Reasonable Purchaser-specific labeling or documentation must be provided to Mirachem at time of Purchase Order placement and will be affixed to shipments at no additional charge. Purchaser-specific documentation requirements beyond what are reasonable and customary will incur additional handling charges.

Unless otherwise agreed upon, Mirachem is not responsible for purchasing or maintaining specialized shipping or labeling software or tools.

6. Shipment Packaging and Preparation

Mirachem provides necessary shipment packaging and preparation at no charge to the Purchaser. This includes palletizing, wrapping, strapping, or banding as may be reasonably necessary to ensure safe transport and delivery. Requirements beyond what are reasonable and customary may result in additional handling charges being billed to Purchaser.

7. Ownership of Goods

Unless otherwise agreed upon between Mirachem and Purchaser ownership of goods shall transfer to Purchaser at the Time and Point of Sale. For the purposes of clarification, the term Freight on Board ("FOB") commonly used on shipping documents shall refer to this transfer of ownership. The term FOB shall have no bearing on the responsibility for payment of transportation or other handling charges associated with the transaction. If a Purchase Order specifies a standard International Commercial Term published by the International Chamber of Commerce (INCOTERM) then the meanings and definitions used therein shall apply.

8. Delivery Obligation

Mirachem shall be obligated to arrange for delivery of the Purchaser's order as indicated in the Purchase Order and according to service standards that are reasonable and customary in the industry. Unless

Purchaser specifies and pays for expedited or guaranteed delivery services, failure to meet a published service standard or Purchaser Order Due Date shall not constitute a breach of this provision.

9. Shipment Management

When orders are shipped on Mirachem's preferred carriers we endeavor to monitor for exceptions such as transit delays, delivery issues, loss, or damage. When an exception occurs, it is our practice to notify the Purchaser and take steps to mitigate any negative impact. When Purchaser specifies their own carriers and arrangements, Mirachem's ability to provide this service may be significantly diminished. Mirachem is not responsible for managing shipments placed with Purchaser's carrier or designated third-party logistics provider.

10. Delivery Inspection

Purchaser or Purchaser's agent shall be responsible for inspecting shipments at the time of receipt and executing such delivery notice / approval / acknowledgement as may be appropriate to indicate receipt. Purchaser shall be obligated to refuse delivery or document with delivering carrier visible shortage, damage, or non-conformance at the time of shipment receipt. Concealed shortage, damage or non-conformance must be reported to Mirachem as soon as it is discovered, and reports made later than 30 days after delivery will be subject to increased scrutiny.

X. TIME AND POINT OF SALE

Unless otherwise agreed upon between Mirachem and Purchaser, the tendering of goods for shipment to freight carrier, Purchaser, or Purchaser's agent, shall constitute the Time and Point of Sale

Y. ERROR CORRECTION

If either Purchaser or Mirachem makes an administrative error that materially affects the transaction, such as incorrect billing terms, incomplete Bill of Lading, typographical error, etc., Purchaser and Mirachem agree to take whatever additional actions may be necessary to correct the error and effect the intended terms, conditions, and outcomes as agreed upon via the Purchase Order and Order Acknowledgement. If either party fails to cooperate in the error correction process in a timely manner the other party shall have the right to recover its out-of-pocket expenses incurred in resolving the error on its own.

Z. BILLING, PAYMENT, CREDIT, AND COLLECTIONS

Purchaser shall remit payment for all orders placed with Mirachem prior to the Time of Sale. Such payment shall be made in the agreed upon amount and in a form acceptable to Mirachem. Additional details regarding accepted payment methods and Payment processing can be found in Mirachem's Billing Policy (online at Mirachem.com/billing).

AA. PRODUCT GUARANTEE

Mirachem products are covered by our Product Guarantee (Mirachem.com/guarantee).

BB. RETURNS

Purchasers wishing to return product may do so according to the following terms and conditions:

1. Returns must be made within 90 days of the Purchaser's receipt of product.
2. A Return Materials Authorization (RMA) is required. No return materials will be accepted without an RMA.
3. All return product must be in its original, unopened packaging, with items in resalable condition and at least 80% of the product's published shelf life remaining.

4. Purchaser is responsible for properly packaging and marking materials for return shipment.
5. For product return shipments:
 - a. If due to Mirachem's error, we will arrange for the return shipment and pay all associated shipping and handling expenses. We will also arrange and pay for any appropriate exchange shipments.
 - b. If due to Purchaser error, unless otherwise agreed upon in writing, Purchaser will arrange for the return shipment and pay all associated shipping and handling expenses.
 - c. If made under Mirachem's Products Guarantee, those terms and conditions will apply.
 - d. Return shipments will not be accepted when a Section 7 endorsement is indicated on the Bill of Lading as described in the National Motor Freight Classification.
 - e. Purchaser will retain ownership of returned goods while in transit. Title will transfer upon Mirachem's acceptance of the return shipment.
6. Upon receipt of return shipment, Mirachem will inspect the product to confirm that it remains in its original, unopened packaging and in resalable condition.
7. Upon acceptance of returned material, Mirachem will issue credit or refund to the Purchaser.

CC. SHIPMENT EMBARGO, MAJOR SERVICE DISRUPTION

Mirachem reserves the right to embargo shipment of orders when there is a significant likelihood that freight may be delayed, lost, damaged, or otherwise negatively impacted due to unusual circumstances. Such situations may include natural disasters or extreme weather conditions. Major Service Disruptions can also occur on a local, regional, or national basis. The disruptions may be due to natural disasters, weather conditions, public disturbances, labor shutdowns, or other unforeseen or unusual events.

In the event of a Shipment Embargo or Major Service Disruption, all time-sensitive performance obligations under these Standard Sales Terms and Conditions shall be suspended. Mirachem will endeavor to minimize the negative impact on customers and issue all appropriate notices and communications.

DD. BUSINESS CONTINUITY, FORCE MAJEURE, EXCUSED PERFORMANCE

By activating its Business Continuity Plan (BCP) and communicating its intentions to Purchaser, Mirachem's obligations to perform under these Standard Sales Terms and Conditions or applicable Other Agreement shall be excused when at least one of the following conditions exist:

1. A disaster or emergency which materially impacts Mirachem's capability to operate has been declared by a local, State or Federal authority
2. There is any contingency beyond the reasonable control of Mirachem (including, for example, war or hostilities, acts of God, accident, fire, explosion, public protest, epidemic, pandemic, acts of terrorism, activity of a governmental authority, or labor difficulties) which substantially interferes with Mirachem's production, supply chain, or standard procedures
3. Mirachem is unable to obtain raw materials, packaging materials, power, fuel, labor, or transportation on terms Mirachem deems commercially reasonable

4. Purchaser's orders are cancelled or delayed as the result of Mirachem's prioritization of resources and inventory to support the national Critical Infrastructure or need to comply with an applicable emergency order.

During times when performance is excused, Mirachem will allocate its materials and production among customers in any manner that is fair and reasonable, with highest priority being given to Critical Infrastructure or other operations deemed vital to the current situation.

The foregoing shall in no event relieve Purchaser of its obligations to timely pay for product which has been received pursuant to a valid Purchase Order.

EE. INFORMATION PROTECTION

All sales transactions between Mirachem and Purchaser are subject to the provisions of Mirachem's Confidential Information Policy (Mirachem.com/confidentiality) and Privacy & Information Security Policy (Mirachem.com/privacy).

FF. CUSTOM ORDERS

These terms and conditions are applicable to standard orders. See Mirachem's Custom Order Sales Terms and Conditions for information on special orders.

GG. RIGHT TO REFUSE SERVICE

Mirachem reserves the right to, in its sole discretion, refuse to serve any person or entity for any reason not excluded by law or prohibited by our Code of Business Conduct and Ethics.

HH. CUSTOMER SERVICE ACCOMODATION

For any reason not prohibited by law or Mirachem's Code of Ethics and Business Conduct, for the purposes of customer accommodation and goodwill, Mirachem reserves the right to waive or modify any provision contained herein in favor of the Purchaser. Such an accommodation is not, and shall not be construed to be, a waiver or modification of any other term or condition. Mirachem's election to provide an accommodation does not constitute a precedent for how we may or may not act in the future, even under similar circumstances.

II. ASSIGNMENT

Mirachem retains the absolute right to, and without prior notice to Purchaser, assign or delegate some or all its rights or obligations hereunder to any affiliate, successor or assign. Such affiliate, successor or assign may effect delivery of products and may invoice Purchaser directly under the same terms and conditions described hereunder.

JJ. EXCLUSIVE REMEDY

Purchaser's exclusive remedy, and Mirachem's total liability, for all claims arising hereunder, including without limitation breach of warranty, negligence, strict liability and tort, are limited to Purchaser having the option of replacement of product and/or refund of the purchase price paid for product which is the subject of the claim. Neither the Purchaser nor Mirachem will be liable to the other party for any consequential, punitive, special, exemplary or incidental damages, including but not limited to lost profits.

KK. INTERPRETATION, LAW, AND FORUM

Whenever possible, each provision of these terms and conditions shall be interpreted to be effective and valid under applicable law. If any portion of any provision shall be invalid or prohibited by applicable law, such portion shall not invalidate the remaining provisions. All headings contained herein are for reference purposes only and shall not affect the interpretation of this policy.

All aspects of these terms and conditions, including, without limitation, its enforcement, interpretation, and validity, shall be governed by the laws of the State of Arizona, United States of America or, to the extent applicable, federal law of the United States of America. As a creditor in any transaction made hereunder, Mirachem asserts precedence and a preferential claim that in any litigation arising. Mirachem and Purchaser hereby submit to the exclusive jurisdiction of the state or federal courts of Maricopa County, Arizona, United States of America.