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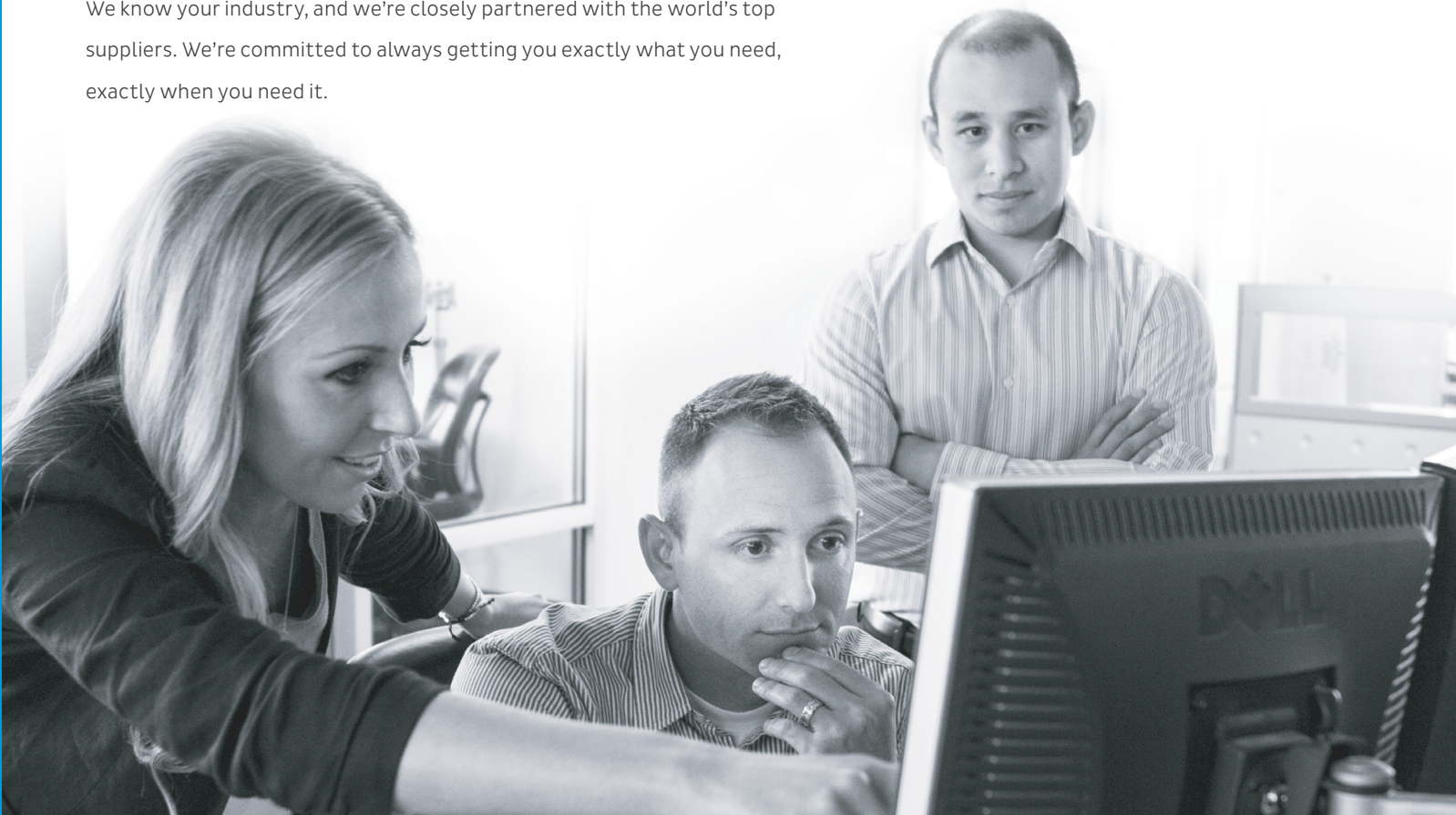
CHANGING THE FACE OF CHEMISTRY

We want to put our passion, curiosity, and energy to work for you. We approach every challenge with a fresh perspective, and we believe that true success can only be achieved through true partnerships.

That's why our team works as an extension of yours—with success that is achieved together, not independently. By working hand in hand, we can help you uncover new opportunities—and give you market intelligence that keeps you ahead of changing conditions.

A COMPREHENSIVE APPROACH

We know your industry, and we're closely partnered with the world's top suppliers. We're committed to always getting you exactly what you need, exactly when you need it.



OUR APPROACH



Genuine Partnership

We strive to understand your unique business, to create a true partnership. Our dedicated product and industry experts help you identify new approaches.

- Influential partner of industry-leading fine and specialty chemical manufacturers
- Assisted in bringing 800+ formulations to market
- Expertise in over 18 industries



Business Agility

Our market intelligence and flexible logistics help give you a competitive edge. In a marketplace that's constantly shifting, we give you the insight and agility to avoid disruptions and capitalize quickly on new opportunities.

- Real-time market intelligence—so you have the right inventory in the right place at the right time
- Automated confirmations and tracking
- Versatile ordering and delivery options
- Flexible MOQ, lead time, and packaging
- 24-hour emergency response



Fresh Perspective

Passionate, curious, and motivated—that's how our partners describe our team. We approach your business with energy and a creative outlook.

- A team dedicated to continuous improvement based on customer feedback
- Highly responsive application and formulation expertise
- Your team is staffed with people degreed in science, business, and engineering

**CURIOUS INNOVATORS
PASSIONATE ENGINEERS
MOTIVATED PARTNERS**

TALK TO US

NORTH AMERICA
PHONE: 425.378.8600
TOLL FREE: 800.485.9569

EMEA
PHONE: +31.43.711.0100
TOLL FREE: +800.2436.7646

MAKE AN ONLINE INQUIRY AT
CHEMPOINT.COM



ASK FOR CHEMPOINT FREIGHT

RELIABILITY AND COST MATTER

With service levels of 97%, our team of shipping and logistics experts will provide the visibility and peace of mind you need to ensure your products arrive safely and on time, allowing you to focus on what's really important - growing your business.

“

By switching to ChemPoint Freight, our delivery time was cut in half. We also saved approximately 55% in overall freight costs.

”

WHY CHEMPOINT FREIGHT?

- Reliability – 97% service levels
- Highly competitive regional and national pricing
- Insured shipments
- Priority shipment options
- End-to-end tracking and visibility
- Single invoice, easy payment terms
- Easy return authorization (RMA) generation
- On-call claim management and dedicated support team
- Seamless transition to LTL, intermodal, air, etc. to meet your needs
- International and special handling



LEARN MORE:

EMAIL: CHEMPOINTFREIGHT@CHEMPOINT.COM
PHONE: 800.485.9569, PRESS OPTION 4

GENERAL REFERENCE GUIDE

GENERAL INFORMATION	
CHEMPOINT INFORMATION: Corporate Address: 411 108 th AVE NE Suite 1050 Bellevue, WA 98004 Phone: 800.485.9569 Fax: 425.378.8675 Email: orders@chempoint.com Federal Tax ID: 91-1971926 Date of Incorporation: May 27, 1999 State of Incorporation: Nevada Parent Corporation: Univar USA DNB ID: 12-293-2978 UBI#: 601-957-427 GST: 862244498RT0001	US BANKING INFORMATION: Bank: Bank of America Branch: Atlanta, GA Account Number: 334025806357 Routing Number: 061000052 Address: 6000 Feldwood Road College Park, GA 30349 Contact: Commercial Account Service Center Telephone: 800.874.4421 CANADIAN BANKING INFORMATION USD(\$) ACCT: 46666104 CPA Routing #: 024156792 CAD(\$) ACCT: 46666203 Bank #: 241 SWIFT: BOFACATT Transit #: 56792
REMIT TO ADDRESS	
Orders shipped within US and invoiced in (\$) USD	ChemPoint.com, Inc. 13727 Collection Center Dr. Chicago, IL 60693
Orders shipped within CAN and invoiced in (\$) CAD	ChemPoint.com, Inc. C/O 911400 PO Box 4090 STN A Toronto, ON M5W-0E9
Orders shipped from US to CAN and invoiced in (\$) USD	ChemPoint.com, Inc. C/O 911401 PO Box 4090 STN A Toronto, ON M5W-0E9
<i>For Remit to Reference, Please See Product Invoice</i> We are a paperless company please provide an email address for electronic invoicing	
WIRE TRANSFER INFORMATION	
Wire Transfer:	Bank of America ABA: 0260-0959-3 ACCT: 334025806357 SWIFT: BOFAUS3N
CONTACT INFORMATION	
Customer Solutions	Phone: 800.485.9569 Fax: 425.378.8675 Email: orders@chempoint.com
Credit	Phone: 425.378.8678 Fax: 425.378.8684 Email: creditspecialists@chempoint.com
Accounts Receivable / EFT Contact	Phone: 800.485.9569 Fax: 425.378.8651 Email: accountsreceivable@chempoint.com

STANDARD TERMS AND CONDITIONS OF SALE

1. TERMS

These Terms and Conditions of Sale (“T&Cs”) are the exclusive contract between Buyer and Seller, there are no terms, understandings, agreements, other than those stated herein. Seller’s commencement of work on the Products subject to Buyer’s order, shipment of the Products, or performance of all or a portion of the services subject to an order, whichever occurs first, shall constitute an acceptance of Buyer’s purchase order and these Terms and Conditions without any additional or different terms. These Terms and Conditions may not be altered amended, nor waived except in writing signed by an officer of the party to be bound thereby. Acceptance of Buyer’s purchase order is subject to acceptance of the express Terms and Conditions contained herein. If any provisions of Buyer’s purchase order or other writings are different from or are otherwise in conflict with these Terms and Conditions, these Terms and Conditions shall govern and the terms contained in Buyer’s purchase order or other writings are expressly rejected by Seller.

2. PRICE

Quoted prices are based upon present taxes (other than sales taxes or consumption taxes), freight rates, any Tariff classifications and import or export duties. Buyer shall pay any increased costs resulting from such changes or from Buyer’s selection of means of transportation. Buyer shall reimburse Seller for all taxes or other charges by any national, state or municipal government upon the sale, use, production, or transportation of Product, which Seller is required to pay.

3. PRICE ADJUSTMENTS

Seller may adjust Product prices at any time. Buyer may suspend orders immediately upon notice of a price increase. In the event price protection is stated in a written agreement between the parties, Seller may temporarily suspend such Product’s price protection in extraordinary market conditions as determined by Seller in its discretion. Seller shall reinstate the Product’s price protection upon Seller’s determination that the market condition for the Product is no longer extraordinary.

4. PAYMENT

Payment terms are net 30 days from date of invoice. Past due balances are subject to a late payment charge of 1 1/2% per month, or the maximum amount permitted by applicable law, whichever is less. Buyer shall pay all charges, costs and legal fees incurred in collecting amounts owed.

5. CONTAINERS

Seller retains ownership of all returnable containers. Buyer may use the containers only for the storage of original contents. Buyer shall return the containers to Seller empty and in good condition within 90 days from the date of delivery. Buyer shall pay a deposit on all returnable containers. Seller shall credit the deposit, less handling fee, to Buyer’s account if Buyer returns the containers F.O.B. Seller’s return point in good condition within 90 days. If not returned within 90 days, Seller may reject the containers and retain the full amount of the deposit.

6. TITLE AND RISK OF LOSS

Title and risk of loss for Products transfers to Buyer at Seller’s shipping point, unless Products are shipped in Seller’s vehicles in which case title and risk of loss transfers to Buyer when the vehicle first enters Buyer’s property. Buyer shall unload railroad tank cars within 48 hours (Sundays and holidays excepted). Shipping terms used in these T&Cs shall be as defined in Incoterms® 2010.

7. WARRANTY

Seller warrants that Seller branded Products conform to Seller’s published specifications at the time of delivery. Seller warrants that services provided by Seller will be consistent with Seller’s standard specifications or, if none, with Seller’s

standard practices. Buyer acknowledges that Seller acts as a distributor for Products not branded by Seller (Resale Products) and that matters relating to the quality of the Products are not within Seller's control. Accordingly, SELLER MAKES NO WARRANTIES WHATSOEVER CONCERNING RESALE PRODUCTS. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES EXPRESS OR IMPLIED. SELLER EXPRESSLY EXCLUDES WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

8. REMEDIES

Seller's liability for nonconforming Products is exclusively limited, at Seller's option, to replacement of the defective Products or refund of the purchase price of such Products. Seller's liability for any defective or negligent service is limited to Seller re-performing the service or a refund of an amount not to exceed the amount paid for the service, or, if the services were provided free of charge, to pay an amount not to exceed the amount paid for the Products to which the services related in the 12 months prior to the event of the liability.

9. LIMITATION ON LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES FROM ANY CAUSE OR FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF WHETHER THE CLAIM ARISES FROM ACTUAL OR ALLEGED BREACH OF WARRANTY, INDEMNIFICATION, BREACH OF CONTRACT, PRODUCT LIABILITY, CONTRIBUTION OR ANY LEGAL THEORY AND IN NO EVENT WILL SELLER BE LIABLE FOR LOST PROFITS, COSTS OR LOSSES NOT ASSOCIATED WITH DIRECT PHYSICAL DAMAGE TO PROPERTY FOR ANY CLAIMS MADE UNDER OR RELATED TO THE SALE OF PRODUCTS OR SERVICES TO BUYER. IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES THAT ARE THE SUBJECT OF ANY CLAIMS MADE BY BUYER.

10. INDEMNITY

Buyer agrees to defend, indemnify and hold Seller, its officers, directors, agents, and employees harmless from all claims, demands, actions and causes of action relating to personal injury or property damage to third parties, including attorney's fees and actual costs ("Claims") incurred as a result thereof, to the extent of its negligence or arising after delivery of the Products to Buyer. Seller agrees to defend, indemnify and hold Buyer, its officers, directors, agents, and employees harmless from Claims to the extent of its negligence.

11. CLAIMS

Any claim for shortage or non-conforming Products must be made in writing to Seller within 30 days after Buyer's receipt of the Product. Any claim for non-delivery of Product must be made within 30 days after the date upon which the Product was to be delivered. As to any claim not reasonably discoverable within such 30 day period (including claims discoverable only in processing, further manufacture, other use or resale), such claim must be in writing and received by Seller within 180 days after Buyer's receipt of the Products. Failure of Seller to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim. Products may not be returned without Seller's permission and transportation for return will not be paid by Seller unless authorized in advance. Amounts owing to or payable by either party hereunder these Terms and Conditions shall be deemed finally reconciled on the first anniversary of the final delivery under these Terms and Conditions and any outstanding rights of either party to receive overpayments or under payments including rights to unclaimed credits or refunds shall expire on such date.

12. FORCE MAJEURE

Seller is not liable for nonperformance or delay in performance caused by circumstances beyond Seller's control ("Force Majeure Event"). A Force Majeure Event includes, without limitation, (a) acts of God, war, riots, fire, explosions, floods, strikes, lockouts, injunctions, accidents, Product short supply, unforeseen shutdown of major sources of supply, breakage of machinery or apparatus, or national emergency, (b) Seller's inability to obtain at prices Seller deems in its discretion to be commercially reasonable, the Product, fuel, power, raw materials, labor, containers or transportation facilities, (c) the occurrence of any unforeseeable contingency making performance impracticable, or (d) compliance in good faith with any applicable governmental statute, regulation, or order. Any delivery so suspended shall be cancelled without liability, but these Terms and Conditions shall otherwise remain unaffected. This section does not apply to payment obligations.

13. QUANTITY

Seller is not obligated to deliver in any month more than a proportionate part of the maximum quantity specified, determined

by dividing such maximum quantity by the total number of months included in the period of performance. When in the opinion of Seller there is a period of shortage of supply of said products for any reason, Seller may allocate its available supply among any or all of its various customers upon such basis as it shall deem fair and practicable, with no liability on its part for failure to deliver the quantity or any portion therein specified.

14. PRODUCT STEWARDSHIP

Buyer agrees that Products will be used, handled, stored, transported and disposed of in such a manner as is necessary for the safety and protection of persons, property and the environment, and in accordance with the manufacturer's recommendations and applicable laws and regulations. Buyer agrees to instruct its employees with respect to, and to make certain that they know and understand; procedures necessary to enable them to comply with the requirements set forth herein and make certain that they are adequately trained in the use, handling, storage, transportation and disposition of the Products. Buyer further agrees to deliver the most recent edition of Product literature, including MSDSs, to its employees and customers and to maintain a written record of such deliveries. Buyer shall only sell to those who can handle, use, store, transport and dispose of Products safely.

15. TERMINATION

Any order or delivery may be terminated or suspended, (a) by either party if any proceeding under bankruptcy is brought by or against the party, (b) by a party if the other party defaults in its material obligations and such default is not cured within a reasonable time if such default is curable, or (c) by Seller if it has reason to doubt the ability or willingness of Buyer to pay for the Products.

16. ARBITRATION

The parties will submit any dispute related to this Agreement to arbitration in Seattle, Washington before one arbitrator under the American Arbitration Association's Commercial Arbitration Rules. A party may seek interim relief from any court having jurisdiction without waiving any remedy under this Agreement. The arbitrator may not award punitive damages or other damages not measured by actual damages, or limit, expand or otherwise modify the terms of this Agreement. A party may enter a judgment on an award in any court having jurisdiction. The prevailing party is entitled to an award of reasonable attorney fees. This Agreement is governed by the laws of the state of Washington and shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

17. LANGUAGE

The official language of these T&Cs shall be in English, and all communications in connection with these T&Cs shall be in English. Any translation of these T&Cs or other forms of communication shall be for convenience only and shall not govern any interpretation.

By entering your name below, the applicant states that it has read, understands and agrees to the terms and conditions set forth herein, and further certifies that he/she is authorized to execute this Application on behalf of applicant.

SIGNATURE _____ **TITLE** _____

PRINT NAME _____ **DATE** _____

BUSINESS NAME _____ **TAX ID** _____

ADDRESS _____ **BUSINESS PHONE** _____

CITY _____ **STATE** _____ **ZIP** _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ChemPoint.com, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 411 108th Ave NE Suite 1050	Requester's name and address (optional)	
	6 City, state, and ZIP code Bellevue, WA 98004		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
9	1		1	9	7	1	9	2	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Jimm Schomaker</i>	Date ▶ 1/4/17
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

UNIFORM SALES & USE TAX EXEMPTION/RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales and use tax, subject to the notes on pages 2–4. The issuer and the recipient have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: _____

Address: _____

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged as a registered

- Wholesaler
- Retailer
- Manufacturer
- Seller (California)
- Lessor (see notes on pages 2–4)
- Other (Specify) _____

and is registered with the below-listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) selling (California) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the Seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹		MO ¹⁶	
AR		NE ¹⁷	
AZ ²		NV	
CA ³		NJ	
CO ⁴		NM ^{4,18}	
CT ⁵		NC ¹⁹	
DC ⁶		ND	
FL ⁷		OH ²⁰	
GA ⁸		OK ²¹	
HI ^{4,9}		PA ²²	
ID		RI ²³	
IL ^{4,10}		SC	
IA		SD ²⁴	
KS		TN	
KY ¹¹		TX ²⁵	
ME ¹²		UT	
MD ¹³		VT	
MI ¹⁴		WA ²⁶	
MN ¹⁵		WI ²⁷	

I further certify that if any property or service so purchased tax free is used or consumed as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by thee city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____

(Owner, Partner, or Corporate Officer)

Title: _____

Date: _____