LIMITED WARRANTY FOR PRODUCTS MANUFACTURED BY DOBER CHEMICAL CORP. AND DISTRIBUTED BY THE COMPANY (THE "DOBER PRODUCT WARRANTY")

This Limited Warranty solely applies to products manufactured by Dober Chemical Corp. ("Dober") and distributed by the Company (the "Dober Products") and is being provided instead of Section 10 of the Colorcon, Inc. Terms and Conditions of Sale (which does not apply to the Dober Products).

- 1. Dober warrants to the Customer that, as of the date of delivery, each Dober Product: (a) meets those technical specifications for the Dober Product published in writing by Dober; (b) was manufactured in compliance with applicable laws of the country to which the Dober Product was originally delivered; (c) was manufactured in accordance with applicable industry standards in the country to which the Dober Product was originally delivered; (d) is not defective in materials or workmanship (and does not contain any foreign material or contaminants); and (e) meets the quality and performance requirements represented by Dober in any written documentation published or agreed to by Dober in writing, for the duration of the shelf life stated in Section 2 below.
- 2. Each Dober Product has a two (2) year shelf life from the date of manufacture; provided that, the Dober Products are stored and maintained in accordance with industry standards and the storage requirements and instructions stated at Section 4 of this Dober Product Warranty.
- 3. Notwithstanding anything stated in this Dober Product Warranty to the contrary, Dober shall have no responsibility or liability for any breach of the warranty set forth in this Dober Product Warranty or any claim, demand, damage, injury, loss or expense to the extent they relate to: (a) carrier handling; or (b) improper handling, improper use, abuse, or neglect of the Dober Products; or (c) use of any Dober Product other than for its intended purpose; (d) any Dober Products that have not been stored and maintained in accordance with Section 4 of this Dober Product Warranty.
- 4. The storage requirements for the Dober Products are as follows:

Storage conditions: Store in a well-ventilated place; Protected from sunlight

Storage Temperatures: Not less than 40° Fahrenheit or more than 100° Fahrenheit

Incompatible products: Strong bases; strong acids

Incompatible materials: Direct sunlight

Maximum storage period: 2 years from the date of manufacture

5. In the event that Customer identifies a reasonably apparent visible defect or nonconformity in the Dober Products, Customer shall notify both the Company and Dober in writing of such issue within thirty (30) days following delivery. However, in the case of a latent defect or nonconformity in the Dober Products, Customer shall notify both the Company and Dober no later than thirty (30) days after the discovery of such

latent defect. Customer shall provide a reasonable description of the defect or nonconformity and any available evidence to support such claim. Such notice shall be sent to: the Company using the following link (www.colorcon.com/about/contact-info/customer-care) and to Dober by email to the following address (customercare@dober.com).

- 6. CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY BREACH OF THIS DOBER PRODUCT WARRANTY SHALL BE FOR DOBER TO (A) REPAIR, REPLACE OR ISSUE A CREDIT TO CUSTOMER FOR THE PRICE PAID FOR THE DEFECTIVE OR NONCONFORMING PRODUCTS: AND (B) APPLICABLE, REIMBURSEMENT OF (I) RELATED DIRECT COSTS, AS DEFINED BELOW, AND (II) THE COST, WITHOUT MARK-UP, OF ANY DAMAGED OR **PRODUCTS** UNUSABLE **FINISHED** OR **RAW** MATERIALS DIRECTLY CAUSED BY DEFECTIVE PRODUCT, PROVIDED THAT DOBER HAS RECEIVED NOTICE OF THE DEFECTIVE WRITTEN NONCONFORMING PRODUCTS IN ACCORDANCE WITH SECTION 5 OF THIS DOBER PRODUCT WARRANTY AND SATISFACTORY EVIDENCE OF THE DEFECT OR NONCONFORMITY. AS USED IN THIS SECTION, "RELATED DIRECT COSTS" **MEANS** REASONABLE FREIGHT, CLEARANCE, DUTY, STORAGE AND HANDLING COSTS ASSOCIATED WITH THE DEFECTIVE OR NONCONFORMING PRODUCTS. IN ADDITION, CUSTOMER SHALL COMPLY WITH ALL REASONABLE INSTRUCTIONS OF DOBER REGARDING THE DISPOSAL OF DEFECTIVE OR NONCONFORMING PRODUCTS, AT DOBER'S **EXPENSE**
- 7. THE WARRANTIES STATED IN THIS DOBER PRODUCT WARRANTY ARE EXCLUSIVE AND IN SUBSTITUTION FOR ALL OTHER REPRESENTATIONS, WARRANTIES OF GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE DOBER PRODUCTS, WHETHER ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT; AND (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR TRADE USAGE.
- 8. IN NO EVENT SHALL DOBER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT COSTS OR DAMAGES, LOST SALES, REVENUE, LOST PROFITS, **BUSINESS** LOST INTERRUPTION. LOSS OF **OPPORTUNITY** DIMINUTION IN VALUE, ARISING FROM OR IN CONNECTION WITH THE DOBER PRODUCTS. REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH LOSS OR DAMAGE WAS FORESEEN OR UNFORESEEN, EVEN IF DOBER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.