

The Advancion U.S. Purchase Order Explained

In the example below of the Purchase Order from our U.S. corporate entity, the elements highlighted in green will be updated as part of the rebranding and corporate name change of ANGUS Chemical Company to Advancion Corporation. As a reminder, the templates used for, and information presented on the updated Invoice will not change outside of the company name, logo and corporate (U.S.) legal entity information, and Terms & Conditions outlined below.

Purchase Order			
Advancion Corporation 1500 E. LAKE COOK ROAD BUFFALO GROVE IL 60089-6553 - USA	Purchase Order No. 0123456789	PO Date: 12.06.2023	Validity Start: 20.12.2017 Validity End: 31.12.9999
			Page: 1 of 5
Payment Terms: A405 - NET 30 DAYS FROM INVOICE DATE			
Vendor Number: 123456789 VENDOR NAME 1234 HEADQUARTERS AVE CITY, STATE 012345 COUNTRY		Terms of Delivery: PPA, PREPAID AND ADD	
Invoice To: Email PDF: APINVOICES@ADVANCIONSCIENCES.COM Mailing Address: ADVANCION CORPORATION PO Box 1288 Sterlington, LA 71280	Delivery Address: Advancion Sterlington LA 350 LOUISIANA HWY 2 STERLINGTON LA 71280 USA Delivery Instruction: Please send any PO fulfillment questions or change requests to JSmith@advancionsciences.com		
Payment Inquiries: Inquiries for payment status, remittance details or any other queries related to invoice & payment should be sent to APinquiries@advancionsciences.com			
PO Related Inquiries: Contact Name: John Smith Phone Number: 1500 E. LAKE COOK ROAD Fax Number: Email: JSmith@advancionsciences.com			
NOTE: ALL INFORMATION SHOWN IS FOR EXAMPLE ONLY.			

1

If the purchasing entity previously referenced ANGUS Chemical Company it will change to Advancion Corporation. **(PLEASE NOTE: purchasing entities referencing other non-U.S. entities will not change.)**

2

Email addresses will change to our new website address / domain name **advancionsciences.com**. @angus.com email addresses will be forwarded to the new address to ensure continuity of service and communications.

3

If the Delivery Address previously referenced ANGUS, it will change to Advancion. **(PLEASE NOTE: deliveries addressed to our German plant legal entity, ANGUS Chemie GmbH, or other non-U.S. entities will not change.)**

4

If the Invoice To / Mailing Address previously referenced ANGUS Chemical Company it will change to Advancion Corporation

ADVANCION CORPORATION GENERAL TERMS AND CONDITIONS

1. This Order and its performance shall be construed according to the laws of the place where delivery is to be made under the provisions of this Order. The United Nations Convention on Contracts for the International Sale of Goods is excluded. The parties agree that this Order is drawn up in English. Notwithstanding anything to the contrary contained herein, the parties agree that the word "good" or "goods" as used herein means goods and/or services, as applicable.
2. The party from which Advancion Corporation, a Delaware corporation ("BUYER"), is purchasing goods pursuant to this Order ("SELLER") agrees to be bound by, and to comply with, all the terms and conditions set forth in this Order, which include any supplements to it, and all specifications and other documents referred to in this Order.
3. Any goods or material delivered in excess of the amount called for by this Order, and any defective material delivered thereunder, may be refused and returned at the expense of SELLER.
4. If SELLER for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this Order, SELLER will promptly notify BUYER in writing. If SELLER does not comply with BUYER's delivery schedule, BUYER may require delivery by fastest way, and charges resulting from the premium transportation must be fully prepaid and absorbed by SELLER. The rights and remedies of BUYER provided in this Order will not be exclusive and are in addition to any other rights and remedies provided by the Uniform Commercial Code, by law, at equity, or under this Order. No delay or failure by BUYER in the exercise of any right or remedy shall affect any such right or remedy, and no action taken or omitted by BUYER shall be deemed to be a waiver of any such right or remedy.
5. BUYER acting in its sole discretion will determine the actual quantity of goods or services to be purchased. The quantity of goods or services, if any, specified in forecasts supplied by BUYER from time to time, or otherwise, is an estimate only. SELLER bears sole responsibility for managing SELLER's raw materials, work in process, and inventory, and BUYER will have no liability with respect thereto (whether upon termination of this Order or otherwise).
6. No charge shall be allowed for handling, packing, crating, drayage or storage except as expressly agreed to by BUYER.
7. SELLER shall not assign this Order, or any part thereof, without consent of BUYER. Such consent shall not release SELLER from its obligations and liabilities under this Order.
8. Payment for or receipt of the goods under this Order shall not constitute acceptance thereof by BUYER. All goods shall be received subject to inspections and rejection by BUYER.
9. SELLER will provide and maintain an inspection and process control system acceptable to BUYER covering the goods and services ordered. Records of all inspection work by SELLER will be kept complete and available to BUYER during the performance of this Order and for seven (7) years after SELLER's completion of this Order. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Order, including any applicable drawings and specifications, then BUYER, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at SELLER's expense, in which case BUYER shall be entitled to a full refund, or require SELLER to inspect the goods and remove nonconforming goods and/or require SELLER to replace nonconforming goods or services with conforming goods or services. If SELLER fails to make the necessary inspection, removal, and replacement in a time and manner satisfactory to BUYER, BUYER may at its option inspect and sort the goods; SELLER will pay any related costs.
10. At all times BUYER will have the right to make changes to this Order, including changes to drawings, designs, configurations, specifications, quantities, methods of shipment or packing and delivery schedules or location of delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any work under this Order, an equitable adjustment will be made in the contract price or delivery schedule, or both, and this Order will be modified in writing accordingly. Nothing in this Section, including any disagreement with BUYER as to any claimed adjustment, will excuse SELLER from proceeding with this Order as changed. Any claim by SELLER for adjustment under this Section must be in a detailed writing and delivered to BUYER within five (5) days after the date SELLER receives notification of change. Any change will be authorized only by a duly executed amendment to this Order. Information, such as technical information or guidance provided to SELLER by representatives of BUYER, will not be construed as a change within the meaning of this Section.
11. SELLER shall be solely responsible for goods furnished by BUYER to SELLER or designee of SELLER in connection with this Order.
12. Neither party shall be liable for delays or defaults under this Order due to acts of God, acts of government authority, acts of public enemy, war, fires, floods, epidemics, government shutdowns or shelter-in place orders from any governmental agency, strikes, labor troubles, or causes or contingencies reasonably beyond its control, but the provisions of this paragraph shall not prevent BUYER from canceling or terminating this Order in accordance with other provisions of this Order.
13. SELLER further warrants that (a) all goods furnished under this Order are free of any claim of any nature by any third person and that SELLER will convey clear title thereto to BUYER, (b) all services in connection with such goods are performed in a manner acceptable in the industry and in accordance with best manufacturing standards, are free from all defects, are fit for the particular purposes for which they are acquired, and are provided in strict accordance with the specifications or other requirements (including performance specifications) approved or adopted by BUYER, (c) all goods sold will be of merchantable quality, free from all defects in design, workmanship and materials, fit for the particular purposes for which they are purchased, and appropriately packaged for and during transit and interim storage, (d) all goods are appropriately packaged for and during transit and interim storage, and (e) the goods and services are provided in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved or adopted by BUYER.
14. SELLER warrants that the goods covered by this Order are produced and sold free of patent infringements.
15. SELLER shall replace or correct, at BUYER's option and at SELLER's cost, defects of any goods not conforming to these warranties. If SELLER fails to correct defects in or to replace nonconforming goods within ten (10) days from the date BUYER notifies SELLER of the defect or defects, BUYER may, on ten (10) days' prior written notice to SELLER, either (i) make such corrections or replace such goods and charge SELLER for all costs incurred by BUYER in connection therewith, or (ii) revoke its acceptance of the goods, in which event SELLER shall be obligated to refund the purchase price and make all necessary arrangements, at SELLER's cost, for the return of the goods to SELLER, and in each case SELLER shall indemnify BUYER for any and all damages incurred by BUYER in connection therewith. All warranties of SELLER herein or that are implied by law shall survive any inspection, delivery, acceptance, or payment by BUYER. Any attempt by SELLER to limit, disclaim, or restrict these warranties or any remedies of BUYER, by acknowledgment or otherwise, in accepting or performing this Order, will be null, void, and ineffective without BUYER's written consent.
16. Failure of either party to exercise any of its rights under this Order on one occasion shall not waive its right to exercise the same on another occasion. No waiver of or exception to any of the provisions of this Order shall be valid unless specifically agreed to in writing. No waiver of a breach of any provision of this Order shall constitute a waiver of any other breach, or of such provision.
17. This Order is expressly limited to the terms and conditions contained in the provisions of this Order. Any additional, conflicting, or different terms or conditions set forth in any invoice, or in an acknowledgment, or in any document other than this Order as issued by SELLER, shall have no effect.
18. Invoices shall be rendered on completion of services or delivery of goods and shall contain the purchase order number, item number, description of goods or services, quantities, unit prices, date(s) rendered and total purchase price. Each invoice must refer to one, and only one, purchase order.
19. The terms and conditions set forth in this Order may be modified only by a written document signed by duly authorized representatives of BUYER and SELLER.
20. This Order may not be performed at higher prices than last quoted to BUYER without notice to and acceptance by BUYER.
21. SELLER warrants that it is in compliance with all applicable laws, rules and regulations.

ADVANCION CORPORATION GENERAL TERMS AND CONDITIONS

22. SELLER will maintain Comprehensive General Liability (including Contractual Liability coverage insuring the liabilities assumed in these Terms), Automobile Liability and Employers' Liability insurance with limits as reasonably required by BUYER, as well as appropriate Workers' Compensation insurance as will protect SELLER from all claims under any applicable workers' compensation and occupational disease acts. At BUYER's request, SELLER will furnish to BUYER a Certificate of Insurance completed by its insurance carrier(s) certifying that the required insurance coverage is in effect, with waiver of subrogation, naming BUYER as an additional insured.
23. SELLER shall include an itemized packing list with each shipment, using the line item designations as they appear in this Order.
24. All goods must be packaged in the manner specified by BUYER and shipped in the manner and by the route and carrier designated by BUYER. If BUYER does not specify the manner in which the goods must be packaged, SELLER shall package the goods so as to avoid any damage in transit. If BUYER does not specify the manner of shipment, route, or carrier, SELLER shall ship the goods at the lowest possible transportation rates, consistent with SELLER's obligation to meet the delivery schedule set forth in this Order.
25. Any transportation charges set forth in invoices issued by SELLER pursuant to this Order shall be supported with original receipt transportation bills showing weight and rate.
26. In the event that the performance by SELLER under this Order involves performance on premises owned or operated by BUYER, SELLER shall comply with all safety rules and regulations of BUYER. To the maximum extent permitted by applicable law, SELLER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS EACH MEMBER OF THE BUYER GROUP (AS DEFINED BELOW) FROM AND AGAINST ALL CLAIMS WHICH ARE ASSERTED BY OR ARISE IN FAVOR OF SELLER GROUP (AS DEFINED BELOW) (A) WHETHER OR NOT CAUSED BY THE JOINT, COMPARATIVE, AND/OR CONCURRENT NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ANY SUCH MEMBER, AND (B) INCLUDING, FOR SUCH CLAIMS, FROM AND AGAINST THE CONSEQUENCES OF ANY SUCH MEMBER'S OWN NEGLIGENCE, FAULT, OR STRICT LIABILITY OCCURRING JOINTLY, CONCURRENTLY, OR COMPARATIVELY WITH THE NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ANY PERSON OR ENTITY. THE FOREGOING INDEMNIFICATION PROVISIONS SHALL NOT APPLY TO ANY SUCH MEMBER WITH RESPECT TO ANY CLAIM RESULTING FROM SUCH MEMBER'S SOLE NEGLIGENCE (OTHER THAN IMPUTED NEGLIGENCE), UNMIXED WITH THE FAULT OR NEGLIGENCE OF ANY OTHER PERSON OR ENTITY. FOR PURPOSES OF THIS SECTION, "BUYER GROUP" MEANS ANY ONE OR MORE OF THE FOLLOWING: BUYER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES. FOR PURPOSES OF THIS SECTION, "CLAIMS" INCLUDES ALL CLAIMS, LOSSES, COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COST AND OTHER COSTS OF SUIT), DEMANDS, DAMAGES, AND LIABILITIES OF WHATEVER NATURE OR CHARACTER, WHICH IN ANY WAY ARISE OUT OF OR ARE RELATED TO SELLER GROUP'S ACTS OR OMISSIONS IN PERFORMING THIS ORDER ON PREMISES OWNED OR OPERATED BY BUYER, INCLUDING, WITHOUT LIMITATION, CLAIMS DUE TO BODILY INJURY, ALLEGED BODILY INJURY, DEATH, OR LOSS OF PERSONAL PROPERTY. FOR PURPOSES OF THIS SECTION, "SELLER GROUP" MEANS ANY ONE OR MORE OF THE FOLLOWING: SELLER, ITS CONTRACTORS, OR AGENTS, REPRESENTATIVES, DIRECTORS, OFFICERS, EMPLOYEES, INVITEES, SUBCONTRACTORS, INSURERS, SPOUSES, OR RELATIVES, OF SELLER OR ITS CONTRACTORS. FOR PURPOSES OF THIS SECTION, "BODILY INJURY" SHALL BE CONSTRUED TO INCLUDE, BUT NOT BE LIMITED TO, ANY INJURY, PHYSICAL PAIN, ILLNESS, SICKNESS, DISEASE, OR IMPAIRMENT OF PHYSICAL CONDITION OF THE BODY AS WELL AS ANY PERSONAL INJURY INCLUDING, BUT NOT LIMITED TO, ANY INVASION OF PERSONAL RIGHTS SUCH AS LIBEL OR SLANDER, CIVIL OR HUMAN RIGHTS VIOLATIONS, INVASION OF PRIVACY, TORTIOUS INTERFERENCE WITH A CONTRACT, OR MENTAL SUFFERING OF ANY TYPE.
27. BUYER's aggregate liability arising from or relating to this Order is limited to the amount paid by BUYER for the goods and/or services purchased by BUYER pursuant to this Order. To the maximum extent allowable under applicable law, BUYER shall not be liable under this Order for any special, incidental, consequential, indirect, or punitive damages including, without limitation, lost revenues, even if BUYER has been advised of the possibility of such damages.
28. In addition, SELLER shall indemnify and hold BUYER and its affiliates harmless and, on BUYER's request, shall defend each of them from and against any or all third party claims, demands, litigation, or proceedings of whatever kind, whether based upon negligence, breach of express or implied warranty, strict liability, infringement of intellectual property rights, or any other theory, and from and against all direct, indirect, special, exemplary, incidental or consequential damages of every kind whatsoever, arising out of, by reason of, or in any way connected with the goods and/or services, the design, manner of preparation, manufacture, construction, completion, or delivery or non-delivery of any goods and/or services by SELLER, any breach by SELLER of any of its obligations hereunder, or any other act, omission or negligence of SELLER or any of SELLER's employees, workers, servants, agents, subcontractors, or suppliers. SELLER shall, on request, promptly pay or reimburse BUYER or any other party entitled to indemnification hereunder for all costs and expenses, including attorneys' fees, as incurred by BUYER or such other party in connection with any such claim, demand, litigation, proceeding, loss, or damage. In addition, for infringement claims, SELLER will, at its own expense and at BUYER's option, either procure for BUYER the right to continue using the allegedly infringing item, replace it with a non-infringing equivalent, or remove it and refund the purchase price and the transportation and installation costs thereof.
29. Except as expressly stated otherwise in this Order, delivery shall be FOB (Free on Board) SELLER's facilities, with title to and risk of loss of the goods passing to BUYER at the point of delivery to BUYER's possession.
30. If BUYER rightfully rejects the goods, receives a non-conforming tender, or revokes its acceptance, risk of loss and title shall be deemed to have remained with SELLER. The responsibility for freight damaged merchandise will be assumed by SELLER. No charges for unauthorized transportation will be allowed. Any unauthorized shipment, which will result in excess transportation charges, must be fully prepaid by the SELLER.
31. As applicable, SELLER shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), Walsh-Healey Public Contracts Act (41 C.F.R. 50-201.1 et seq.), Convict Labor Act (FAR 22.201 et seq.), Standard Form 32 (SF32), Buy American Act (41 U.S.C. 8301 et seq.), Executive Orders 11, 141, 11246, 11375, the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 U.S.C. 4212 et seq.), the Rehabilitation Act of 1973 (29 U.S.C. 701 et seq.), the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), the Civil Rights Act of 1991 (42 U.S.C. 1981 et seq.), the Americans with Disabilities Act (42 U.S.C. 12111 et seq.), the Equal Pay Act (29 U.S.C. 206(d) et seq.), the Age Discrimination in Employment Act (29 U.S.C. 623 et seq.), and all other applicable Federal, State and Local laws and regulations. This Order incorporates by reference the Equal Opportunity clause and all other required clauses under all such laws or regulations. Upon BUYER's request, SELLER shall provide a Certificate of Nonsegregated Facilities to BUYER. SELLER agrees and covenants that none of its employees, or employees of its subcontractors, who provide goods or services to BUYER pursuant to this Order are "unauthorized", as defined in the Immigration Reform and Control Act of 1986 (8 C.F.R. 588 et seq.).
32. In the event performance under this Order requires SELLER's employees to work at BUYER's facility, BUYER (as principal employer at BUYER's sites in Louisiana) and SELLER (as the direct employer of SELLER's employees at BUYER's sites in Louisiana) mutually agree that, with respect to the work and/or services provided to BUYER in Louisiana under this Order, it is their intention to recognize BUYER as the statutory employer of (a) SELLER's direct employees and (b) employees which would otherwise be recognized as SELLER's statutory employees.
33. BUYER will be entitled at all times to set off any amount owed at any time by SELLER or any of SELLER's affiliates to BUYER or any of BUYER's affiliates against any amount payable at any time by BUYER in connection with any goods and/or services supplied by SELLER. No extra charges of any kind will be allowed unless specifically agreed to in writing by BUYER. All applicable taxes arising out of transactions contemplated by the Order will be borne by SELLER except as otherwise specified by the parties in writing. If SELLER reduces its prices for such goods and/or services during the term of this Order, SELLER shall correspondingly reduce the prices of goods and/or services sold thereafter to BUYER under this Order.
34. Time is of the essence of this Order.
35. Notwithstanding any document marking to the contrary, any knowledge or information that SELLER has disclosed or may later disclose to BUYER, and which in any way relates to the goods or services covered by this Order will not, unless otherwise specifically agreed to in writing by BUYER, be deemed to be confidential or proprietary information, and will be acquired by BUYER, free from any restrictions. SELLER will not transmit to BUYER any sensitive personal information, including, but not limited to, identified health information, financial information, social security numbers, biometrics or other personally identified or identifiable information of like sensitivity. SELLER will keep confidential any technical, process, economic, or other information derived from drawings, specifications and other data furnished by BUYER in connection with this Order (in whatever form or format) and will not divulge, export, or use, directly or indirectly, such information for the benefit of any other party without obtaining BUYER's prior written consent. Except as required for the efficient performance of this Order, SELLER will not use such information or make copies or permit copies to be made of such drawings, specifications, or other data without the prior written consent of BUYER. If any reproduction is made with prior consent,

ADVANCION CORPORATION GENERAL TERMS AND CONDITIONS

this notice will be provided. Upon completion or termination of this Order, SELLER will promptly return to BUYER all materials incorporating any such information and any copies, except for one record copy. SELLER agrees that no acknowledgment or other information concerning this Order and the goods or services provided will be made public by SELLER without the prior written agreement of BUYER.

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The Terms & Conditions on the U.S. Purchase Order will be updated to reflect the corporate name change to Advancion. Additional content updates have also been made to the Advancion Terms & Conditions.

The Advancion International Purchase Order Explained

In the example below of the Invoice from one of our non-U.S. international legal entities, the elements highlighted in green will be updated as part of the rebranding and corporate name change of ANGUS Chemical Company to Advancion Corporation. As a reminder, the templates used for, and information presented on the updated Invoice will not change outside of the company name, logo and corporate (U.S.) legal entity information outlined below.

1

If the purchasing entity previously referenced a non-U.S. entity, it will not change. **(PLEASE NOTE: purchasing entities referencing ANGUS Chemical Company will change to Advancion Corporation.)**

2

If the Invoice To / Mailing Address previously referenced a non-U.S. entity, it will not change.

3

If the Delivery Address previously referenced a non-U.S. entity, it will not change.

4

Email addresses will change to our new website address / domain name **advancionsciences.com**. @angus.com email addresses will be forwarded to the new address to ensure continuity of service and communications.

Purchase Order			
1 ANGUS CHEMIE GMBH ZEPPELINSTR. 30 D- 49479 IBBENBUEREN Germany	Purchase Order No. 4700003519	PO Date: 23.05.2023	Validity Start:
	Advancion VAT Number: DE125499850		Validity End:
Page: 1 of 7			
Payment Terms: A224 - 30 DAYS UPON RECEIPT OF INVOICE			
Vendor Number: 0123456789 VENDOR NAME 1234 HEADQUARTERS AVE CITY, STATE 012345 COUNTRY		Terms of Delivery: DDP, IBBENBUEREN	
Invoice To: 2 ANGUS Chemie GmbH Zeppelinstrasse 30 49479 Ibbenbueren Germany		3 Delivery Address: ANGUS Chemie GmbH Zeppelinstrasse 30 Ibbenbüren NW 49479 Germany	
Payment Inquiries: Please send invoices (pdf) and payment request to: 4 ANGUS.IBB.RECHNUNG@ADVANCIONSCIENCES.COM		Delivery Instruction: Please send any PO fulfillment questions or change requests to: JSmith@advancionsciences.com 4	
ANGUS CHEMIE GMBH, Ibbenbueren ist nach ISO 9001:2015 und ISO 50001 zertifiziert.			
PO Related Inquiries: Contact Name: John Smith Phone Number: +001234-56- Fax Number: +001234-56-789 Email: JSmith@advancionsciences.com 4			
NOTE: ALL INFORMATION SHOWN IS FOR EXAMPLE ONLY.			