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Terms & Conditions of Sale

These Terms & Conditions of Sale ("Terms") apply to all products manufactured, blended, packaged, labeled, repackaged, or shipped ("Products") by Scranton Associates, Inc. ("Scranton") for any customer ("Customer"). These Terms are incorporated into Scranton's quotations, order acknowledgments, invoices, purchase orders, shipping documents, website references, onboarding materials, and other customer-facing documents. By placing an order or accepting delivery, Customer accepts and agrees to these Terms. Scranton rejects any additional or different Customer terms unless accepted in a writing signed by Scranton.

1.0 Customer Specifications. Scranton manufactures Products to the formula, specifications, and instructions provided or approved by Customer ("Specifications"). Customer represents that it owns, controls, or has obtained all rights necessary to use the formulation, design, trade names, trademarks, trade dress, labels, packaging, and intended application of each Product. Scranton does not maintain house formulations, does not sell Products under its own brand, and does not market or advertise Products manufactured for Customer.

1.1 Product Assistance. If Customer requests assistance during formula review or approval, Scranton may provide options for Customer's election based on Customer-provided information and data. Customer acknowledges that Scranton's assistance does not constitute participation, substantial or otherwise, in the design or formulation of the Product and does not make Scranton the designer, owner, registrant, labeler, marketer, warrantor, or guarantor of the Product. Customer retains exclusive, ultimate and final decision-making authority for the formula, claims, warnings, directions for use, packaging, suitability, compatibility and end-use performance.

1.2 Intellectual Property. Customer represents that the manufacture, packaging, labeling, repackaging, sale, and shipment requested by Customer and performed by Scranton in accordance with Customer's Specifications and instructions will not infringe, misappropriate, or violate any third-party patent, trade secret, trademark, trade dress, copyright, labeling right, registration right, or other proprietary right. Customer's indemnity obligations in Section 9.1 apply to claims arising from or related to intellectual property, formulations, labels, product names, claims, warnings, directions for use, packaging, or other materials.

1.3 Confidentiality. Each party shall use commercially reasonable efforts to protect the other party's non-public business, technical, formulation, customer, pricing, sourcing, and regulatory information relating to the Products at issue. Scranton may use Customer's confidential formulations and customer information only to manufacture, package, ship, and support Products for Customer. Confidential information does not include information that is generally known in the industry, already known to Scranton without confidentiality restrictions, received from another source without confidentiality restrictions, or publicly available. These Terms do not restrict

Scranton from using general industry knowledge, skills, experience, processes, know-how, raw materials, or other non-confidential information, or from manufacturing similar products for others, as long as Scranton does not use or disclose Customer's confidential formulations or customer information. Upon written request, each party will return or destroy the other party's confidential materials, provided that Scranton may retain formulas, labels, SDS, production records, certificates, shipping records, and related items as reasonably necessary for legal, regulatory, quality-control, insurance, record-retention, compliance, defense, and business-record needs.

2.0 Customer-Provided Information. Customer shall provide full, correct, complete, and current information needed to manufacture, package, label, store, and ship Products, including Specifications, intended use, hazards, SDS and label content, registrations, destinations, storage and handling instructions, proprietary rights, product claims, and customer-directed raw-material requirements. Customer intends that Scranton rely on Customer-provided information without independent verification. Customer shall promptly notify Scranton of any change in formula, Specifications, regulatory status, labeling requirement, destination, storage or handling instruction, or intended use that could affect manufacturing, shipping, safety, or compliance.

2.1 Customer Approval & Testing. Customer acknowledges that it is the learned and professional commercial intermediary between Scranton and any end users. Before resale, redistribution, repackaging, field application, or end-use, Customer shall inspect and test the Product, label, SDS, packaging, and performance claims as appropriate to confirm suitability and compatibility for the intended end use, customer, system, and application.

3.0 Labels, SDS & Regulatory Compliance. If Customer provides or arranges for the preparation of its own SDS or labels by a third party, or elects not to use Scranton's SDS and label preparation services, Customer is solely responsible for the content, accuracy, ownership, regulatory compliance, and completeness of all labels, SDS, marketing materials, trademarks, trade dress, product names, claims, warnings, directions for use, and product literature. Scranton may review Customer-provided SDS and labels before shipment solely as a courtesy to identify obvious errors that would prevent shipment, but such review does not constitute approval,

verification, or acceptance of responsibility. Customer shall fully and completely defend, indemnify, and hold Scranton harmless from any claim, loss, damage, fine, penalty, regulatory action, cost, or expense arising from or related to Customer-provided or third-party-prepared SDS, labels, or regulatory materials. Products shipped from Scranton's facility must bear labels that comply with OSHA, DOT, and applicable regulations. Customer shall provide those labels unless Scranton is separately engaged to prepare them. Customer shall provide accurate and up-to-date SDS to end users, and any SDS not prepared by Scranton must be made available to Scranton upon request.

3.1 Scranton-Prepared SDS & Labels. If Scranton is separately engaged and compensated to prepare an SDS or label, Scranton is responsible for the accuracy and regulatory compliance of the work product it prepares based on the information Customer provides and the scope of that engagement. Scranton is not responsible for Customer's underlying formula, Product design, intended use, performance claims, marketing claims, registrations, distribution decisions, or Customer revisions to Scranton-prepared materials. As shipper of record, Scranton may perform compliance checks on labels and SDS before initial shipment from its facility. Customer shall ensure that all Product samples are properly labeled. Scranton has no obligation to retain Product samples unless retention is required and arranged in advance.

3.2 Biocides & Registered Products. For registered pesticides, biocides, or other regulated Products, Customer is responsible for required federal, state, and local registrations and for confirming Products are sold, shipped, and used only where proper federal, state, and local registrations are in effect. Scranton cannot control distribution after delivery, including shipment or use in a non-registration state, and is not responsible for any claim, loss, damage, issue, or condition arising from or related to those decisions.

3.3 EPA & Shipping Compliance. Scranton is an approved EPA Establishment, receives FIFRA inspections, provides DOT training to appropriate employees, and maintains applicable SARA Title III reporting. For repackaged registered products, Scranton will follow the approved label and packaging requirements provided under the applicable supplemental registrant or repackaging agreement.

3.4 Relabeling & Repackaging. Scranton will re-label or repack registered Products only in accordance with the applicable registration, approved label, supplemental registrant agreement, repackaging agreement, or other written authorization provided to Scranton. Customer is responsible for ensuring that all label, product name, registrant name, trademark, package-size, claim, direction, and regulatory information supplied to Scranton is authorized, current, and accurate. Scranton is not required to use any third-party registrant name, EPA number, label, advertising material, or product communication unless Customer has secured and

provided the necessary written authorization. Customer shall promptly notify Scranton of any adverse effect, complaint, regulatory inquiry, stop-sale issue, label change, registration change, or other event that could affect relabeling, repackaging, shipment, sale, or use of a registered Product.

4.0 Manufacturing Variations. Scranton will manufacture Products in accordance with Customer's Specifications. Commercially reasonable variations, including but not limited to those in color, odor, viscosity, specific gravity, pH, active concentration, packaging appearance, fill levels, or similar characteristics, may be expected. Such variations are not Manufacturing Defects which are material deviations from the Specification existing at the time of manufacture that cause any claimed harm ("Manufacturing Defects"). The Parties agree that these variations do not constitute Manufacturing Defects and Scranton shall not be liable for any claim or cause of action relating thereto.

4.1 Limited Warranty. Scranton's sole warranty is that, at the time of manufacture, each Product will materially conform to Customer's Specifications. If Scranton verifies a timely claimed Manufacturing Defect, Customer's sole and exclusive remedy, provided by Scranton at Scranton's sole election, is replacement of nonconforming Product, re-manufacture to Specifications, or credit or refund of amounts paid for the nonconforming Product itself. **SCRANTON MAKES NO EXPRESS OR IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, PERFORMANCE, SUITABILITY, COMPATIBILITY, REGULATORY OUTCOME, MARKETABILITY, OR END-USE RESULTS. SCRANTON DOES NOT WARRANT PERFORMANCE OUTCOMES.**

5.0 Suitability & Site-Specific Considerations. Customer has sole responsibility for determining and verifying each Product's suitability, compatibility, safety, efficacy, regulatory compliance, and end-use performance. Scranton is an upstream manufacturer and does not have access to, know, inspect, control, or assume responsibility for the end-use site, system conditions, operating conditions, water chemistry, equipment, customer practices, storage conditions, application methods, or other site-specific considerations that may affect Product suitability or performance. Scranton has no duty or liability for field performance, chemical interactions, misuse, mishandling, improper storage, modification, misapplication, or downstream outcomes.

6.0 Materials & Substitutions. Scranton reserves the right to substitute equivalent materials of an equal or higher quality, at its discretion, unless the Specification provides otherwise. Any permitted substitution under this Section does not constitute a material deviation, Manufacturing Defect, or deviation from the Specifications.

6.1 Customer-Provided Materials. If materials specified in a formula are not in Scranton's inventory, or if only small

quantities will be needed, Customer may be requested to provide these materials to Scranton. If Customer requires a specific manufacturer, grade, source, trade name, raw material, or ingredient, Customer assumes the resulting cost, availability, lead-time, performance, regulatory, and infringement risks. Customer is also responsible for the accuracy, condition, suitability, regulatory status, and timely delivery of any Customer-furnished or Customer-directed raw materials, labels, packaging, samples, tools, equipment, formulas, documents, or other property. To the extent a claim arises from or relates to a defect, nonconformance, or representation of any third-party raw material, component, or chemistry not manufactured by Scranton, and not from a Manufacturing Defect caused by Scranton, Customer's sole and exclusive remedy is against the third-party manufacturer or supplier.

6.2 Customer-Owned Materials (Storage). Customer-owned raw materials or finished products stored at Scranton's facility remain Customer's property at all times. If any stored material is no longer actively being used in production, as determined at Scranton's sole discretion, Scranton shall notify Customer in writing and Customer shall retrieve or arrange for removal of such materials within thirty (30) days of notice. This obligation applies regardless of the reason for inactivity, including but not limited to loss of an end-user account, change of ownership, discontinuation of a product line, or cessation of business operations. If Customer fails to retrieve materials within the specified period, Scranton may dispose of or remove such materials at Customer's sole cost and expense, including any disposal, transportation, regulatory, or environmental costs incurred by Scranton. Customer shall defend, indemnify, and hold Scranton harmless from any claim, cost, liability, fine, or expense arising from or related to stored Customer-owned materials, including disposal obligations.

6.3 Order Changes. After Scranton accepts an order, any Customer-requested change to the formula, Specifications, raw materials, packaging, label, quantity, delivery schedule, shipment method, or destination requires Scranton's written approval and may require corresponding adjustments to price, lead time, freight, raw-material costs, work-in-process costs, scrap, testing, labels, or other resulting charges.

7.0 Shelf Life & Storage. Unless otherwise specified in writing, Products have a recommended useful life of six (6) months from the date of manufacture. Scranton makes no warranty and is not responsible for any claim, loss, damage, issue, or condition arising from or related to Products stored beyond six months or not stored according to applicable instructions. Customer is responsible for proper post-delivery storage, rotation, and handling.

7.1 Returns. Returned materials will not be accepted without Scranton's prior written authorization. Returns are at Scranton's discretion and generally limited to items returned for verified Manufacturing Defects. Scranton is not responsible for any claim, loss, damage, issue, or condition arising from or

related to Products opened, used, contaminated, frozen, expired, improperly stored, or damaged after delivery.

7.2 Shipping, Risk of Loss, & Freezing. Unless otherwise agreed in writing, Products are delivered FOB Scranton's facility or other delivery point designated by Customer. Title and risk of loss pass to Customer when Products are delivered to the carrier or otherwise made available at the delivery point. Scranton is not responsible for any claim, loss, damage, issue, or condition arising from or related to transit delay, transit loss, transit damage, freezing, or temperature exposure after risk transfers or when Customer declines recommended freeze protection from the carrier.

7.3 Containers & Handling. Customer is responsible for proper handling, storage, and care of containers and Products after delivery. Scranton is not responsible for any claim, loss, damage, issue, or condition arising from or related to post-delivery container mishandling, improper storage, mechanical damage, dragging, dropping, exposure to temperature extremes, or other Customer or end-user handling practices. Any claim relating to a container defect must be supported by evidence that the container was defective at the time of delivery and was not damaged by post-delivery handling.

8.0 Payment Terms. Standard payment terms are Net 30 days from the invoice date. Prices exclude taxes, freight, duties, governmental charges, special packaging, freeze protection, expedited shipment, and other pass-through charges unless stated otherwise in writing. Customer shall not withhold, offset, or reduce payment because of a claim or dispute unless Scranton issues a written credit.

8.1 Credit Hold & Collections. Invoices unpaid after 45 days may result in follow-up or credit hold. Invoices unpaid after 60 days may result in suspended shipments until the account is current. Past-due amounts may accrue interest at 1.5% per month, or the maximum lawful rate if lower, and Customer shall pay collection costs, including reasonable attorneys' fees.

9.0 Liability Limits. The parties acknowledge that the risks and pricing are allocated so that Scranton's sole and exclusive liability for any Product is limited to damages actually caused by a verified Manufacturing Defect. Scranton's total liability for any claim relating to Products or these Terms shall not exceed the sales price paid to Scranton for the particular order giving rise to the claim. Scranton shall not be liable for design or formulation defects, inadequate warning or instruction claims, failure-to-conform-to-representation claims, or warranty claims except to the extent actually caused by a Manufacturing Defect. Scranton shall not be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, including lost profits, loss of use, business interruption, substitute goods, customer or end-user losses, downstream treatment failures, third-party claims, or environmental remediation costs, regardless of theory of liability.

9.1 Indemnification. Customer shall defend, indemnify, and hold harmless Scranton and its officers, directors, employees, and agents from any claims, damages, losses, costs, and attorneys' fees arising from or related to Customer's formula, Specifications, design, label, SDS, marketing, warnings, product literature, use, compatibility or suitability, storage, handling, application, distribution, registration, resale, end-use decisions, inaccurate information, post-delivery modification, breach of these Terms, design, trade name, trademark, trade dress, label, packaging, product claim, SDS, warning, direction for use, customer-directed raw materials, regulatory violations attributable to Customer, Environmental Liabilities under Section 10.0, or any allegation that Customer-provided or Customer-approved materials infringe, misappropriate, or violate another party's rights.

10.0 Environmental Liabilities. Consistent with its limited role as an upstream manufacturer, Scranton is not responsible for liabilities arising from Hazardous Substances or Environmental Laws except to the extent caused by Scranton's willful misconduct. "Hazardous Substances" includes regulated, hazardous, toxic, or similar chemicals, wastes, products, constituents, pollutants, discharges, releases, or residuals. "Environmental Laws" include but are not limited to all federal, state and local laws, permits, directives, rules, and orders relating to pollution, cleanup, environmental protection, hazardous substances, waste, discharges, releases, storage, handling, transportation, disposal, remediation, and related fines or penalties.

10.1 Environmental Role & Customer Responsibility. Scranton is not an owner, operator, generator, arranger, organizer, disposer, transporter, or potentially responsible party with respect to Customer's Product, formula, wastes, discharges, releases, facility, end-user site, distribution, use, storage, disposal, or Hazardous Substances after delivery. Customer and the end user are solely responsible for environmental compliance, permits, discharge obligations, waste handling, reporting, notifications, and related claims, actions, liabilities, costs, fines, and penalties.

10.2 Environmental Indemnity. Customer shall defend, indemnify, and hold Scranton harmless from any claim, investigation, action, loss, liability, cost, expense, attorney's fee, fine, penalty, remediation obligation, corrective action, or enforcement cost arising from or related to Environmental Laws, Hazardous Substances, waste, effluent, discharge, spill, release, hauling, handling, storage, disposal, Customer's Product, or Customer's environmental obligations, except to the extent caused by Scranton's willful misconduct.

11.0 Claims. Customer shall inspect Products promptly upon receipt and notify Scranton in writing of any deviation from the Specifications, shortage, visible damage, incorrect Product, incorrect label or packaging, or other readily discoverable nonconformance within seven (7) days after receipt. For latent defects, Customer must give written notice within thirty (30) days after first use or discovery, whichever occurs first.

Customer shall stop using affected Product where feasible, and untimely notice waives the claim.

11.1 Evaluation and Cure. Scranton shall have thirty (30) days after timely notice to evaluate, investigate, and, at its option, cure or remedy the claimed nonconformance.

11.2 Mediation. If the parties cannot resolve a dispute during the evaluation and cure period, either party may initiate non-binding mediation in Cuyahoga County, Ohio before a mutually agreed mediator. No party may file suit until mediation has been attempted in good faith.

12.0 Governing Law & Venue. These Terms and any dispute arising from them are governed by Ohio law, without regard to conflict-of-laws principles. Exclusive venue lies in the state or federal courts located in Cuyahoga County, Ohio, and each party consents to those courts' jurisdiction.

13.0 Entire Agreement. These Terms, together with any written agreement signed by both parties, constitute the entire agreement between Scranton and Customer for the subject matter addressed. Amendments or modifications must be in a writing signed by authorized representatives of both parties.

13.1 Force Majeure & Equitable Adjustments. Scranton is not liable for failure, delay, suspension, cost increase, or performance impact caused by events beyond its reasonable control, including supply-chain disruptions, raw-material shortages, freight disruption, labor shortages, weather, governmental or regulatory action, tariffs, trade restrictions, utility interruption, or similar events. Scranton may allocate materials, adjust schedules, suspend performance, or make equitable price and timing adjustments as reasonably necessary.

13.2 No Third-Party Beneficiaries. Scranton and Customer are independent contractors. These Terms do not create a partnership, joint venture, agency, fiduciary, employment, franchise, or distributor relationship. The parties agree that there are no third-party beneficiaries to these Terms or the Products provided by Scranton pursuant to these Terms.

13.3 Survival. Provisions concerning payment, confidentiality, intellectual property, product responsibility, warranty disclaimers, limitations of liability, indemnity, environmental liabilities, dispute resolution, and any other provisions that by their nature should survive shall survive expiration or termination.

13.4 Severability, Waiver, & Notices. If any provision is invalid or unenforceable, the remainder remains in effect. No waiver is effective unless in writing and signed by the waiving party. Notices must be in writing and sent to the addresses in the applicable order documentation or as otherwise provided in writing.

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