

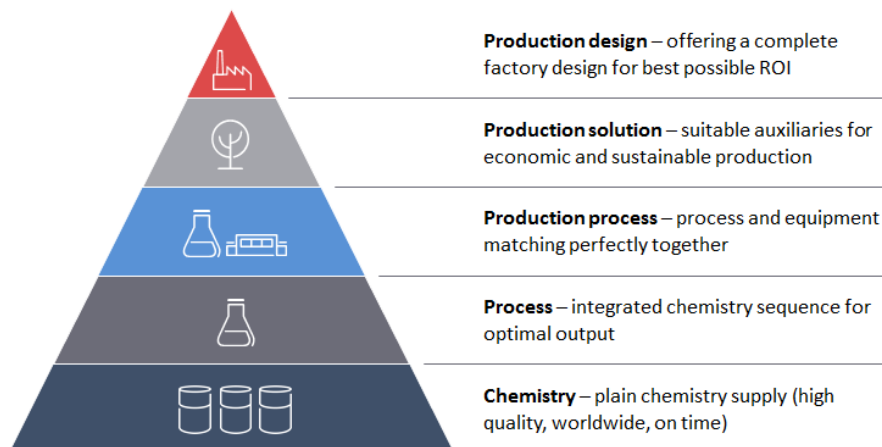
# Industrial Chemical Product Line

COPPER CHEMICALS	PLATING FLUOBORATES	MSA CHEMISTRY
Electropure® Liquid Copper Sulfate Electropure® Copper Sulfate, Crystal Copper Sulfate Fine Crystal Copper Pyrophosphate Copper Carbonate Copper Chloride 18% Copper Chloride Crystal	Electropure® Cadmium Fluoborate Electropure® Copper Fluoborate Electropure® Fluoboric Acid 48% Electropure® Nickel Fluoborate Electropure® Lead Fluoborate Electropure® Tin Fluoborate Electropure® Zinc Fluoborate Electropure® Iron Fluoborate	BASF - Lutropur® MSA-70% * BASF - Lutropur® MSA-100 * ARKEMA - MSA 70% * Copper Methane Sulfonate Lead Methane Sulfonate Tin Methane Sulfonate
SPECIALTY CHEMICALS	TIN CHEMICALS	FILTER AIDS
Barium Carbonate Boric Acid, Granular Boric Acid, Powder Activated Carbon, Powder Activated Carbon, Granular Potassium Chloride Hypophosphorous Acid Zinc Chloride Solution 62.5% Salt Spray Solution 5% Nickel Sulfamate PH Controller (CH) Sulfate Reducer Custom Gold Solutions	Potassium Stannate Sodium Stannate Stannous Chloride, Dihydrate Stannous Chloride, Anhydrous Stannous Chloride, Solutions Stannous Oxide Stannous Sulfate, Crystal Stannous Sulfate, Solutions K-Sol A (Potassium Stannate Solution) Hydrochlor™1000 (Stannous Chloride Soln)	Dicaflor Grade 10 Hyflosupercel
NICKEL CHEMICALS	ANODES	FLUORIDES
Nickel Bromide, Liquid Nickel Carbonate, Plating Grade 46% Nickel Carbonate, Instant 38% Nickel Carbonate, Paste 30%, or 38% Nickel Chloride, Crystal Nickel Chloride, Liquid Nickel Nitrate 14% Solution Electropure® Nickel Sulfamate 24 oz. Nickel Sulfate, Crystal Nickel Sulfate, Liquid Nickel Acetate Crystal Nickel Acetate Liquid Nickel Oxide	"OF" Copper Anodes "Phos" Copper Anodes Vale Nickel S-Rounds™ Vale Nickel R-Rounds™ Vale Nickel S-Pellets™ Extruded Oval Depolarized Nickel Pure Tin Anodes Lead Anodes Tin Lead Anodes Antimony Lead Anodes Tin Lead Antimony Anodes Zinc Anodes Falconbridge Crowns Falconbridge D Crowns	Ammonium Bifluoride Ammonium Fluoborate Barium Fluoride Chromium Fluoride Dibutyltin Difluoride Fluotitanic Acid 60% Hexafluorozirconic Acid 45% Potassium Bifluoride Potassium Fluoborate Potassium Fluoride Potassium Titanium Fluoride Sodium Fluoborate Strontium Fluoride
		* MSA = Methane Sulfonic Acid Effective: 2018-09-19

# Industrial Chemicals

## Atotech USA, LLC

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 Atotech.com



## CONTACT INFORMATION

**TO ORDER:**      **Customer Service T: 1.800-PLATING 1.800.752.8464**  
**Customer Service F: 803.817.3602**  
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*Terms are Net Thirty (30) days*  
*Prices may be subject to an energy surcharge based on the gross weight of the shipment.*  
*Ex Works or applicable shipping terms apply*

Quotations are not offers. This is a solicitation of a purchase order from a prospective buyer and any purchase order delivered to Atotech must be accepted by Atotech USA, LLC at its corporate offices in Rock Hill, South Carolina. Final acceptance of any purchase order is subject to credit approval by Atotech. Any resulting sale will be subject to Atotech's Terms and Conditions for Chemistry Sales.

1. All sales of products are limited to and made expressly conditional on Buyer's acceptance of these terms and conditions. Seller expressly objects to and rejects any terms and conditions that may be proposed by Buyer which are in addition to or differ from these terms and conditions. No modification shall be effected by the acknowledgment or acceptance of purchase order forms containing different terms or conditions. Made-to-order product orders, orders for raw materials, orders that have been manufactured, and orders which are accepted may not be cancelled.

2. Seller may at any time revise any price or other provision herein without notice and such revision shall prevail for an order not yet shipped.

3. Delivery dates requested by Buyer are not binding unless agreed to in writing by Seller. Where a date has been agreed to, and Seller is solely responsible for a delivery delay, damages to the delay shall be limited to a maximum of 0.1% per day of the purchase price of the delayed product up to a maximum of 5% of the purchase price of the delayed product. This shall be Buyer's sole remedy in the case of delayed delivery of product. Unless otherwise agreed, upon delivery by Seller of product purchased hereunder to a common carrier or other carrier or vehicle ("Delivery"), the Buyer assumes the entire risk of damage to or loss of any products from any cause including the risk of delay in transportation and/or delivery, as well as all other risks of any kind, regardless of the form of bill of lading, and irrespective of whether title to such products has passed. Each Delivery shall stand as a separate contract and failure of any Delivery shall not be deemed a breach of the contract as to other deliveries.

4. No liability shall result from failure by Seller to perform any obligations hereunder, in whole or in part, due to causes which are beyond the reasonable control of Seller, including, but not limited to, compliance with governmental laws, rules and regulations, acts of God, fire, flood, accident, riot, war, sabotage, strike, labor trouble, breakdown or failure of equipment, and shortages of or inability to secure or delay in securing services, supplies or materials including raw materials. Seller's (i) inability to obtain, at prices and on terms deemed by it to be practicable, any required raw material, energy source, equipment, labor or transportation, or (ii) incurring increased costs for compliance with environmental health or safety regulations, shall be sufficient to relieve Seller of its obligation to perform hereunder. If any of such circumstances affect only a part of Seller's capacity to perform, Seller shall have the right to allocate production and deliveries among its customers and its own requirements in a manner and at such times as Seller may determine. Quantities affected by this paragraph may, at the option of either party, be eliminated from the contract without liability, but the contract shall remain otherwise unaffected.

5. Payment shall be made in United States dollars. Seller retains title until full payment by Buyer. Seller reserves the right, among other remedies, either to cancel this contract or to suspend further deliveries under it in the event Buyer fails to pay for any shipment when payment becomes due. Should Buyer's financial stability become unsatisfactory to Seller, cash payments or satisfactory security may be required by Seller. Payment terms are net thirty (30) days from date of invoice. There is no right to set-off or counterclaim on the amount due hereunder. Late payments may be subjected to a late charge of the maximum rate permitted by law.

6. Upon delivery, Buyer will immediately inspect the product and notify Seller of any visible deficiencies or defects within ten (10) days of receipt. Where deficiencies or defects are not visually identifiable, Buyer will notify Seller immediately on discovery of such defects.

7. Seller warrants title to the product sold hereunder, and that at the time of delivery to a common carrier or other carrier or vehicle for shipment to Buyer, that the product conforms to Seller's specifications. If the product fails to meet said warranties, Seller shall repair or replace the nonconforming product at no cost to Buyer. This warranty is limited to 12 months after delivery or to the product shelf life, whichever occurs first. The foregoing is Buyer's sole and exclusive remedy for failure of Seller to deliver or supply product that meets the foregoing warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS OF THAT PRODUCT FOR ANY PARTICULAR PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO SELLER, OR THE IMPLIED WARRANTY AGAINST INFRINGEMENT AS TO ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY. ANY APPLICATION INFORMATION OR ASSISTANCE WHICH SELLER MAY FURNISH TO BUYER IS GRATUITOUS AND SHALL IN NO WAY BE DEEMED PART OF THE SALE OF PRODUCT HEREUNDER OR A WARRANTY OF RESULTS OBTAINED THROUGH USE OF SUCH PRODUCT.

8. Seller's liability with respect to this sale and the products purchased or delivered hereunder shall not exceed the purchase price of the portion of such product as to which liability arises. Buyer's exclusive remedy hereunder shall be a claim for monetary adjustment to the purchase price or product replacement, at Seller's option. Failure to give Seller notice of any claim within sixty (60) days of discovery of any claim shall constitute a waiver of such claim by Buyer. Seller's obligation, and Buyer's sole remedy, should an injunction issue, is (i) to provide non-infringing products; (ii) alter the products so they are non-infringing; or (iii) arrange for a license. Notwithstanding any applicable statute of limitations to the contrary, any action by Buyer relating to a claim hereunder must be instituted no later than two (2) years after the occurrence of the event upon which the claim is based. All of the foregoing limitations shall apply irrespective of whether Buyer's claim is based upon breach of contract, breach of warranty, negligence, gross negligence, tort, strict liability, infringement

or any other legal theory. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, including, but not limited to, loss of profits, capital or business opportunity, downtime costs, or claims of customers of Buyer.

9. Returnable containers, although loaned to Buyer, remain the property of Seller and will be returned to Seller in good condition, DAP (Incoterms 2010) Seller's shipping point, unless otherwise specified, within ninety (90) days from the date of shipment. When returnable containers are billed on the invoice, Buyer agrees to pay such deposit when the invoice for the contents is paid, and Seller shall return the deposit upon receipt of containers in good condition within ninety (90) days from the date of shipment. Buyer agrees to reimburse Seller immediately at Seller's current deposit charge if containers are lost, damaged or not returned within ninety (90) days from the date of shipment.

10. Prices are exclusive of taxes and duties. Liability for all taxes, excises or other charges, imposed by any local, state, or federal authority which have to do with or affect the product herein ordered (except those based on the income of Seller), shall be assumed and paid by Buyer. Buyer further agrees to indemnify Seller against any and all such liabilities for taxes as well as any legal fees or costs incurred by Seller in connection therewith.

11. All product returns shall be subject to Seller's customer return procedure. Products in Buyer's possession for six (6) months or more may not be returned.

12. Seller's weights and measurements shall govern, except in case of proven error.

13. Atotech USA, LLC is committed to the ethical values and principles expressed in Atotech's Code of Conduct. They include, but are not limited to, compliance with statutory provisions applicable to dealings with employees, environmental protection, occupational health and safety, respect for human rights, respect for the rules of free competition and rejection of all forms of corruption, whether public or private, active or passive. Buyer acknowledges that it is familiar with the content of the Atotech Code of Conduct and will comply with corresponding values and principles. Atotech's Code of Conduct is available at [www.atech.com/our-values/](http://www.atech.com/our-values/). Buyer shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with Seller's interests. Buyer's effort shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations for the purpose of influencing individuals to act contrary to applicable laws or Seller's best interest.

14. If Seller discloses confidential information to Buyer, including or related to, but not limited to, Seller's products, processes, pricing, specifications, or technical information, Buyer shall only disclose such information to its employees who have a need to know. Further, Buyer shall not disclose, directly or indirectly, such information to any third parties. Buyer shall take any and all reasonable precautions to prevent its employees and agents from disclosing Seller's confidential information. This obligation shall last until such confidential information is no longer considered by Seller to be confidential.

15. Upon delivery, Buyer assumes responsibility and liability for compliance with federal, state and local regulations governing unloading, discharge, storage, handling, disposal and use of the product supplied by Seller. Seller shall not be liable for any injury, loss or damage resulting from Buyer's storage, handling or use of the product shipped hereunder whether in the manufacturing process or otherwise. Buyer agrees to indemnify, defend, and hold Seller harmless from and against that portion of any liability, cost, expense (including reasonable attorney's fees), claim, judgment, settlement or damage that Seller may incur or be required to pay to any third party (including but not limited to, any employee of Buyer who alleges or proves that he or she has been injured in the course of his/her employment while working with the products supplied by the Seller under this Agreement) which is caused or contributed to by the negligence or fault of Buyer.

16. In case the Buyer is a distributor or resells the products supplied by the Seller, Buyer shall incorporate these terms and conditions as part of the sale.

17. These terms and conditions constitute the entire contract of sale and purchase of the product ordered hereunder. It is not assignable by Buyer without the written consent of Seller. No modification of these terms and conditions shall be of any force or effect unless in writing signed by both parties. If any provision of these terms and conditions is or becomes a violation of any law or rule, order or regulation, Seller shall have the right, upon notice to Buyer, to cancel such provision, without affecting the other provisions of these terms and conditions or to cancel the order in its entirety. The failure by Seller to require performance of any provision shall not affect Seller's right to require performance at any time thereafter, nor shall a waiver of any breach or default hereof constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

18. These terms and conditions shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to its conflict of laws provisions. The federal and state courts of the State of South Carolina shall have exclusive jurisdiction over any dispute arising hereunder.

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\*Terms and Conditions for equipment sales and service are provided separately.