

TSCA CHEMICAL IMPORT AGREEMENT

THIS MUTUAL AGREEMENT, made this _____ day of 20_____, is by and between [REDACTED] (Manufacturer) whose address is [REDACTED], and RW Specialty Imports, LLC (Importer) having its place of business at Monroeville, Pennsylvania, United States of America, 15146, both of which are “Parties” to this Agreement

WHEREAS, the Parties desire to establish a Chemical Import Agreement through which Importer will file for and obtain, EPA-TSCA approval for import and distribution of the chemical(s) Manufacturer wishes to export into the United States.

NOW, THEREFORE, in consideration of the undertakings of each to the other contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Importer shall utilize the services of Reddwall Solutions, LLC, (Consultant) with whom Manufacturer currently has a relationship, to complete and manage all EPA-TSCA filings associated with Manufacturer’s chemical(s).
 - a. These services shall continue until such time as the Importer transfers ownership and control of EPA’s Consent Order to Manufacturer via EPA’s Successor in Interest process.
 - b. Thereafter, and unless Manufacturer wishes to import additional chemical(s) under this agreement, the arms-length relationship between Importer and Consultant under this agreement, will terminate.
2. During the period in which Importer and Consultant are processing a request for EPA-TSCA approval of Manufacturer’s chemical(s) for import into the United States, Consultant shall pay for any direct expenses incurred by Importer for EPA processing of Importer applications. Thereafter, the Consultant will be responsible for reimbursement from the Manufacturer for expenses incurred.
3. All EPA-TSCA consultation services provided by Consultant during the period of this agreement, shall be billed directly to Manufacturer by Consultant. Importer will have no financial obligation for payment of services to Consultant.
4. Upon successful attainment of the final EPA-TSCA Consent Order, allowing import of Manufacturer’s chemical(s), Manufacturer will export to Importer a single lot of the new chemical(s).
 - a. Upon receipt of Manufacturer’s export notice, Importer utilizing the services of Consultant, will file with EPA a Notice of Commencement.
 - b. Thereafter, and once processed by EPA, the chemical(s) will be added to the TSCA Chemical Inventory, allowing Importer to receive and distribute the approved chemical(s) on behalf of Manufacturer.

RW SPECIALTY IMPORTS, LLC

**PO Box 381; Monroeville, PA 15146
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5. Under this agreement, Manufacturer will have the ability to avail itself of Importer distribution services so that Manufacturer can sell and transfer chemical(s) to downstream clientele.
 - a. To compensate Importer for these services, Manufacturer will provide Importer with a statement of total value received by Manufacturer, following shipment and receipt of chemical(s) by Manufacturer's downstream customer(s).
 - b. Based on the gross income Manufacturer receives from its downstream customer(s) for the chemical(s) distributed by Importer, Manufacturer will pay Importer 10% of the total value as commission for Importer's facilitation of Import and distribution activity.
 - c. Manufacturer will also reimburse Importer for all expenses associated with distribution and shipping to Manufacturer's downstream customers.
 - d. Distribution expenses incurred by Importer will be submitted to Manufacturer immediately following receipt and acceptance of Manufacturer's chemical(s) by the downstream customer(s).
 - e. The total amount of reimbursement requested by Importer from Manufacturer shall be 110% of the amount paid by Importer for distribution to Manufacturer's downstream customers.
6. While Manufacturer is under no obligation to establish an annual export projection with Importer, Manufacturer will provide Importer with financial remuneration for the services provided, including:
 - a. During the period of this agreement, Manufacturer shall pay Importer a fixed monthly fee, starting at \$1,000 each month and escalating thereafter, as Manufacturer's chemical(s) exceed 30 cubic meters of storage demand.
 - i. Incremental increases in the monthly fee will only be made when necessary to accommodate the Manufacturer's export demand and will not be lowered once increased.
 - ii. The maximum amount that can currently be anticipated is a monthly fee of \$2500 per month which reflects a storage capacity of 550 cubic meters.
 - iii. Significant increases in chemical Import and/or changes in the monthly service fee will not occur unless both Manufacturer and Importer provide written agreement to the change.
7. While the Manufacturer shall have a right to cancel this Agreement at any time with 30 days' notice, Importer shall have no rights to cancellation, absent a Force Majeure event, until the applicable TSCA Successor in Interest authorization has been fully transferred to the Manufacturer.
8. It is understood by the Parties to this agreement that rapid and consistent payment of Importer expenses and commissions, is an important part of the agreement and that financial remuneration is critical to the long-term success of Importer. Thus, Manufacturer will make every effort to reimburse Importer for expenses incurred and commissions earned by paying Importer its approved expenses and commissions on a bi-weekly basis throughout the term of this agreement.

9. This agreement is written in accordance with Pennsylvania law and shall be subject to the Legal Jurisdiction of the Commonwealth of Pennsylvania. Should any single point of agreement be designated unlawful, the balance of this agreement will continue to be enforceable.

IN WITNESS WHEREOF, the authorized representatives for each party have duly executed this CHEMICAL IMPORT AGREEMENT to be effective as of the above-referenced date.

RW SPECIALTY IMPORTS, LLC.



(Signature)

(Signature)

Donald Ewert
(Printed Name)

(Printed Name)

Operations Manager
(Title)

(Title)

(Date)

(Date)