

## MIRA INFORM REPORT

<b>Report No. :</b>	534753
<b>Report Date :</b>	19.10.2018

### IDENTIFICATION DETAILS

<b>Name :</b>	VERTELLUS LLC
<b>Registered Office :</b>	251 Little Falls Drive Wilmington New Castle DE 19808
<b>Country :</b>	United States
<b>Financials (as on) :</b>	2017 (Summarized)
<b>Date of Incorporation :</b>	1857
<b>Legal Form :</b>	Limited Liability Company
<b>Line of Business :</b>	Subject manufactures and markets chemicals including heiscore salts and solutions, quaternary ammonium compounds including cetylpyridinium chloride, and alkanes.
<b>No. of Employees :</b>	315

### RATING & COMMENTS

(Mira Inform has adopted New Rating mechanism w.e.f. 23<sup>rd</sup> January 2017)

<b>MIRA's Rating :</b>	A+
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Credit Rating	Explanation	Rating Comments
A+	Low Risk	Business dealings permissible with low risk of default

<b>Status :</b>	Excellent
<b>Payment Behaviour :</b>	Regular
<b>Litigation :</b>	Clear

#### NOTES :

Any query related to this report can be made on e-mail : [infodept@mirainform.com](mailto:infodept@mirainform.com) while quoting report number, name and date.

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**ECGC Country Risk Classification List**

Country Name	Previous Rating (30.06.2018)	Current Rating (30.09.2018)
United States	A1	A1

Risk Category	ECGC Classification
Insignificant	A1
Low Risk	A2
Moderately Low Risk	B1
Moderate Risk	B2
Moderately High Risk	C1
High Risk	C2
Very High Risk	D

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**UNITED STATES - ECONOMIC OVERVIEW**

The US has the most technologically powerful economy in the world, with a per capita GDP of \$59,500. US firms are at or near the forefront in technological advances, especially in computers, pharmaceuticals, and medical, aerospace, and military equipment; however, their advantage has narrowed since the end of World War II. Based on a comparison of GDP measured at purchasing power parity conversion rates, the US economy in 2014, having stood as the largest in the world for more than a century, slipped into second place behind China, which has more than tripled the US growth rate for each year of the past four decades.

In the US, private individuals and business firms make most of the decisions, and the federal and state governments buy needed goods and services predominantly in the private marketplace. US business firms enjoy greater flexibility than their counterparts in Western Europe and Japan in decisions to expand capital plant, to lay off surplus workers, and to develop new products. At the same time, businesses face higher barriers to enter their rivals' home markets than foreign firms face entering US markets.

Long-term problems for the US include stagnation of wages for lower-income families, inadequate investment in deteriorating infrastructure, rapidly rising medical and pension costs of an aging population, energy shortages, and sizable current account and budget deficits.

The onrush of technology has been a driving factor in the gradual development of a "two-tier" labor market in which those at the bottom lack the education and the professional/technical skills of those at the top and, more and more, fail to get comparable pay raises, health insurance coverage, and other benefits. But the globalization of trade, and especially the rise of low-wage producers such as China, has put additional downward pressure on wages and upward pressure on the return to capital. Since 1975, practically all the gains in household income have gone to the top 20% of households. Since 1996, dividends and capital gains have grown faster than wages or any other category of after-tax income.

Imported oil accounts for more than 50% of US consumption and oil has a major impact on the overall health of the economy. Crude oil prices doubled between 2001 and 2006, the year home prices peaked; higher gasoline prices ate into consumers' budgets and many individuals fell behind in their mortgage payments. Oil prices climbed another 50% between 2006 and 2008, and bank foreclosures more than doubled in the same period. Besides dampening the housing market, soaring oil prices caused a drop in the value of the dollar and a deterioration in the US merchandise trade deficit, which peaked at \$840 billion in 2008. Because the US economy is energy-intensive, falling oil prices since 2013 have alleviated many of the problems the earlier increases had created.

The sub-prime mortgage crisis, falling home prices, investment bank failures, tight credit, and the global economic downturn pushed the US into a recession by mid-2008. GDP contracted until the third quarter of 2009, the deepest and longest downturn since the Great Depression. To help stabilize financial markets, the US Congress established a \$700 billion Troubled Asset Relief Program in October 2008. The government used some of these funds to purchase equity in US banks and industrial corporations, much of which had been returned to the government by early 2011. In January 2009, Congress passed and former President Barack OBAMA signed a bill providing an additional \$787 billion fiscal stimulus to be used over 10 years - two-thirds on additional spending and one-third on tax cuts - to create jobs and to help the economy recover. In 2010 and 2011, the federal budget deficit reached nearly 9% of GDP. In 2012, the Federal Government reduced the growth of spending and the deficit shrank to 7.6% of GDP. US revenues from taxes and other sources are lower, as a percentage of GDP, than those of most other countries.

Wars in Iraq and Afghanistan required major shifts in national resources from civilian to military purposes and contributed to the growth of the budget deficit and public debt. Through FY 2018, the direct costs of the wars will have totaled more than \$1.9 trillion, according to US Government figures.

In March 2010, former President OBAMA signed into law the Patient Protection and Affordable Care Act (ACA), a health insurance reform that was designed to extend coverage to an additional 32 million Americans by 2016, through private health insurance for the general population and Medicaid for the impoverished. Total spending on healthcare - public plus private - rose from 9.0% of GDP in 1980 to 17.9% in 2010.

In July 2010, the former president signed the DODD-FRANK Wall Street Reform and Consumer Protection Act, a law designed to promote financial stability by protecting consumers from financial abuses, ending taxpayer bailouts of financial firms, dealing with troubled banks that are "too big to fail," and improving accountability and transparency in the financial system - in particular, by requiring certain financial derivatives to be traded in markets that are subject to government regulation and oversight.

The Federal Reserve Board (Fed) announced plans in December 2012 to purchase \$85 billion per month of mortgage-backed and Treasury securities in an effort to hold down long-term interest rates, and to keep short-term rates near zero until unemployment dropped below 6.5% or inflation rose above 2.5%. The Fed ended its purchases during the summer of 2014, after the unemployment rate dropped to 6.2%, inflation stood at 1.7%, and public debt fell below 74% of GDP. In December 2015, the Fed raised its target for the benchmark federal funds rate by 0.25%, the first increase since the recession began. With continued low growth, the Fed opted to raise rates several times since then, and in December 2017, the target rate stood at 1.5%.

In December 2017, Congress passed and President Donald TRUMP signed the Tax Cuts and Jobs Act, which, among its various provisions, reduces the corporate tax rate from 35% to 21%; lowers the individual tax rate for those with the highest incomes from 39.6% to 37%, and by lesser percentages for those at lower income levels; changes many deductions and credits used to calculate taxable income; and eliminates in 2019 the penalty imposed on taxpayers who do not obtain the minimum amount of health insurance required under the ACA. The new taxes took effect on 1 January 2018; the tax cut for corporations are permanent, but those for individuals are scheduled to expire after 2025. The Joint Committee on Taxation (JCT) under the Congressional Budget Office estimates that the new law will reduce tax revenues and increase the federal deficit by about \$1.45 trillion over the 2018-2027 period. This amount would decline if economic growth were to exceed the JCT's estimate.

Source : CIA

## **STATUTORY INFORMATION**

Order	Vertellus LLC
Address in the order	P.O. Box 951193 Cleveland OH 44193 United States (The address in the order corresponds to Vertellus Health & Specialty Products LLC, part of the Vertellus Group.)
Legal Name	VERTELLUS LLC
Trade Name	VERTELLUS / VERTELLUS GROUP
ID	ID
ID Details	6138970
Creation Date	1857
Incorporation Date	8/31/2016
Legal Address	REGISTERED AGENT INFORMATION Name: CORPORATION SERVICE COMPANY Address: 251 LITTLE FALLS DRIVE City: WILMINGTON County: New Castle State: DE Postal Code: 19808 Phone: 302- 636-5401
Operative Address	201 N ILLINOIS ST STE 1800 INDIANAPOLIS, IN, 46204-4235 United States
Telephone	+1 (317) 247-8141
Fax	+1 (317) 247-8141
Legal Form	Limited Liability Company
E-Mail	privacy@vertellus.com / cwalling@vertellus.com
Registered In	DELAWARE
Website	www.vertellus.com
Contact	Rich Preziotti, President and Chief Executive Officer
Staff	315 employees
Activity	SIC Code 2869, Industrial Organic Chemicals, NEC NAICS Code 325199, All Other Basic Organic Chemical Manufacturing

## **BANKS**

Name of Bank	Reported Amount
There are not informed banks	
Description	The company does not make its banking data public.

## **HISTORY**

History  
Key Developments  
Parent Company

The company was founded in 1857  
NA  
The company is a subsidiary of Vertellus Holdings LLC.

## **PRINCIPAL ACTIVITY**

General Description

VERTELLUS LLC manufactures and markets chemicals including heiscore salts and solutions, quaternary ammonium compounds including cetylpyridinium chloride, and alkanes.

Service/Product Description

The company offers piperidylpropanes, vinylpyridines, alkanes, alkenyl succinic anhydrides, castor oil products, citrate and sebacate esters, citrate derivatives, cetylpyridinium chloride bactericides, cyanopyridines, dichlorodiphenyl sulfones, repellent actives and intermediates, dimethyl-four-amino pyridines, esters, oils, organometallic catalysts, and PC biomaterials. It also provides PDHP, picolinates, picolines, piperidines, polymer systems, pyridine and derivatives, quats, resins, salts, sebacic acid derivatives, colloidal sulfurs, surfactants, vinyl pyridines, vitamin B3, reducing agents, copolymers, plasticizers, sebacates, and solvents. The company caters to agriculture, industrial, nutrition, personal and consumer care, pharmaceuticals, plastics and polymers, and medical markets.

### **PRODUCTS:**

1,3-Di-4-Piperidylpropane (DI-PIP® Amine)  
2-Vinylpyridine  
Alkanes  
Alkenyl Succinic Anhydrides  
Castor Oil Products - Industrial Specialties  
Castor Oil Products - CASE  
Castor Oil Products - Personal & Consumer Care  
Catalysts and Ligands  
Citrate and Sebacate Esters  
Citrate Derivatives  
CPC Bactericides  
Cyanopyridines  
DCDPS  
DEET

DMAP - Agriculture  
DMAP - Plastics & Polymers  
Esters - Personal & Consumer Care  
Esters - Fine Chemicals  
Imidazolines  
Morflex® Plasticizers, Sebacates, and Solvents  
Oils (Fish/Linseed/Soya)  
Organometallic Catalysts  
PC Biomaterials  
PDHP  
PIBSA / PIBSI  
Picolinates  
Picolines  
Piperidines - Agriculture  
Piperidines - Industrial Specialties  
Polymer Systems  
Pyridine & Derivatives  
Pyridine and Derivatives - Agriculture  
Pyridine and Derivatives - Fine Chemicals  
Quats  
Reagents  
Reillex® Resins  
Resins - Personal & Consumer Care  
Resins - Fine Chemicals  
Salts - Industrial Specialties  
Salts - Personal & Consumer Care  
Salts - Fine Chemicals  
Sebacic Acid Derivatives  
Sodium Borohydride - Industrial Specialties  
Sulfidal® Colloidal Sulfur  
Surfactants  
Topanol®  
Vinylpyridines - Industrial Specialties  
Vinylpyridines - Plastics & Polymers  
Vitamin B3 - Nutrition  
Vitamin B3 - Personal & Consumer Care  
Vitride® Reducing Agent - Agriculture  
Vitride® Reducing Agent - Industrial Specialties  
Vitride® Reducing Agent - Plastics & Polymers  
Vitride® Reducing Agent - Personal & Consumer Care  
ZeMac® Copolymers

**APPLICATIONS**

Acid Scavenging Process Aids  
Active Pharmaceutical Ingredients  
Additives  
Adhesives  
Agriculture Intermediates  
Animal Health

Animal Nutrition  
Antioxidants  
Antiperspirants & Deodorants (APDO)  
Astringents  
Bactericide  
Biopolymer Additives  
Branching Agent  
Catalysts - CASE  
Catalysts - Fine Chemicals  
Catalysts - Plastics & Polymers  
Catalysts - Agriculture  
Catalysts - Industrial Specialties  
Cationic Surfactant  
Chain Extenders  
Coatings and Inks  
Compatibilizer  
Conditioner  
Corrosion Inhibitors  
Cosmetics  
Dispersing Aids  
Dye Fixatives  
Dye Transfer Inhibitors  
Elastomers  
Encapsulants  
Epoxy Curing  
Excipients - Personal & Consumer Care  
Excipients - Fine Chemicals  
Flavor & Fragrance  
Glass Sizing  
Glove Donning  
Health & Beauty  
Human Nutrition  
Hydrolysis Enhancers  
Insect Repellents  
Intermediates  
Ion Exchange Resins  
Lubricants  
Medical Device & Drug Delivery  
Metal Working Fluids  
Microencapsulation  
Monomers - Plastics & Polymers  
Monomers - CASE  
Nutrients & Buffers  
Nutrition Intermediates  
Nylon Additives  
Oilfield Chemicals  
Oral Care  
Pharmaceutical Intermediates  
Phase Change Materials

	Phase Transfer Catalysts - Fine Chemicals	
	Phase Transfer Catalysts - Personal & Consumer Care	
	Plasticizers - CASE	
	Plasticizers - Industrial Specialties	
	Plasticizers - Plastics & Polymers	
	Polymer Systems	
	Polyols	
	Preservatives - Industrial Specialties	
	Preservatives - Personal & Consumer Care	
	Process Aids	
	PVC Additives	
	Reagents - Personal & Consumer Care	
	Reagents - Fine Chemicals	
	Reagents - Industrial Specialties	
	Reagents - Agriculture	
	Recycling Agents	
	Rubber & Tire	
	Sealants	
	Skin & Lip Care	
	Surfactants	
	Urethane Foams	
	Wipes	
	Wire & Cable	
	Wholesale and Retail	
Sales	National and International	
Operations Area	China, UK and India	
Imports From	Colombia, Mexico and Paraguay	
Export To	315 employees	
Employees	Regular	
Payments With Suppliers		
Brands		
Brand	Comments	
Castorwax	NA	
Morflex	NA	
Reillex	NA	
Sulfidal	NA	
Topanol	NA	
Vitride	NA	
ZeMac	NA	
Clients		
Name of Client	Country	Comments
FEHRMANN S A	COLOMBIA	NA
ROHM AND HAAS MEXICO SA CV	MEXICO	NA
S C JOHNSON AND SON SA DE	MEXICO	NA

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CV		
UNILEVER MANUFACTURERA S. DE R.L. DE C.V.	MEXICO	NA
MATER PRIM COMERCIAL E INDUSTRIAL SRL	PARAGUAY	NA

Comments -

**Suppliers**

Supplier Name	Country	Comments
QINGDAO BENZO CHEMICAL CO., LTD.	CHINA	NA
JAYANT AGRO ORGANICS LTD.,	INDIA	NA
KANDLA AGRO & CHEMICALS PVT.LTD.	INDIA	NA
ESSECO UK LTD.	UK	NA

Comments -

**LOCATION**

Headquarters	201 N ILLINOIS ST STE 1800 INDIANAPOLIS, IN, 46204-4235 United States
Branches	The company has facilities in: 1) BAYONNE, NEW JERSEY 2) DELAWARE WATER GAP, PENNSYLVANIA 3) GREENSBORO, NORTH CAROLINA 4) LEDGEWOOD, NEW JERSEY 5) PARSIPPANY, NEW JERSEY 6) ZEELAND, MICHIGAN
Industries	NA

**GROUP STRUCTURE AND SUBDIARY COMPANIES**

Listed at the stock exchange	NO
Capital	NA
Shareholders (%)	This is a private company. The company does not disclose information on shareholders. The following information has been obtained through private sources and could not be confirmed:

The company is a subsidiary of Vertellus Holdings LLC.

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Information about Vertellus Holdings LLC

Address:

Vertellus Holdings LLC  
201 N ILLINOIS ST STE 1800  
INDIANAPOLIS, IN, 46204-4235 United States

Telephone:

(317) 247-8141

Contact:

Anne Frye, General Counsel

Main Activity:

Vertellus Holdings LLC operates as a holding company.  
The Company, through its subsidiaries, manufactures  
agricultural chemicals.

Management

Rich Preziotti, President and Chief Executive Officer  
Ken Atkins, IT Manager  
Todd Donmoyer, Director  
Colin McAteer, R&D Group Leader  
Timothy Wonnell, Senior Business Analyst  
Curt Bakker, IT Analyst  
Renee Hargrove, Senior. Research Scientist  
Katherine Cook, Buyer  
Chuck Burkert, Quality Assurance Manager  
NA

Subsidiary Companies

Vertellus Health & Specialty Products LLC  
P.O. Box 951193 Cleveland OH 44193 United States

Related Companies

Vertellus Specialties, Inc.  
1500 South Tibbs Avenue Suite 1800, Indianapolis, IN  
46241, United States

**FINANCIAL INFORMATION**

General Description

The company does not make its financial statements  
public. The following information has been provided by  
private sources:

Year/Currency

2017 USD

Gross Sales

480,000,000

Money Flow

Normal

Import Fob Dollar

Year

Amount

There are not Import Fob Dollar informed

Export Fob Dollar

Year

Amount

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There are not Export Fob Dollar informed

## **LEGAL FILINGS**

### Supplier Terms And Conditions

Priority. Any purchase of Goods and/or Services by Buyer from Seller is subject to the following terms and conditions: (1) any written agreement signed by both parties regarding the Goods and/or Services, (2) any Riders incorporated by reference or attached to the Purchase Order, (3) all terms and conditions listed below and on the purchase order or scheduling agreement, quantity contract or dollar contract (hereinafter referred to as the "Purchase Order"), including other documents incorporated by reference by Buyer on the Purchase Order, and (4) all specifications and drawings accepted or approved in writing by Buyer. Collectively and separately, the documents listed above shall be referred to as the "Agreement." Notwithstanding the foregoing, any Seller's terms and conditions are hereby expressly excluded from the Agreement. Buyer's documents or agreements comprising the Agreement are intended to be complementary. If there is a conflict or inconsistency between the Agreement documents, the order set forth above shall govern such conflict inconsistency.

Definitions. The term "Buyer" means the entity identified as Buyer on the face hereof or its duly authorized representative. The term "Seller" means the person or entity selling Goods and/or Services hereunder. The term "Goods" means the goods, equipment, materials, Work Product (defined in applicable Rider) or other deliverables listed on the Purchase Order or developed in connection therewith. The term "Services" means the services to be performed by Seller pursuant to this Purchase Order or developed in connection therewith. "Rider or Rider(s)" shall mean the document(s) that contain additional terms and conditions related to the performance of Services or delivery of Goods. "Samples," "Buyer's Property," and "Instructions" are defined in the applicable Rider. To the extent this Purchase Order is for the performance of Services, the Vertellus Services Rider located at <http://www.vertellus.com/services-rider> is hereby incorporated by reference and made a part hereof.

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Acceptance. Seller's written acceptance or commencement of any performance pursuant to this Purchase Order shall constitute Seller's acceptance of all Agreement terms and conditions. Buyer objects to, and rejects, all terms or conditions proposed by seller in connection with any quotation, order acknowledgment, invoice, packaging or otherwise, which conflict with or are in addition to any of the provisions hereof, and such terms or conditions shall not become a part of the terms and conditions that control the relationship between buyer and seller. If this Purchase Order is deemed to be an acceptance of a prior offer by Seller, such acceptance is conditional on Seller's assent and acceptance to all additional or different terms or conditions contained in this Purchase Order. No modification of the Agreement terms and conditions shall be binding upon Buyer unless made in writing and signed by Buyer's authorized representative.

Shipment. Notice of shipment of Goods shall be couriered, faxed or emailed to Buyer on the same day that the Goods are shipped and Seller shall provide Purchase Order number, quantity, description of Goods, mode of transportation and the identification number (e.g. car or container number). Seller shall not charge any premium delivery charge unless it is approved by Buyer prior to shipment of the Goods.

Delivery; Risk of Loss. TIME IS OF THE ESSENCE. Seller acknowledges that Buyer has strict requirements as to scheduled delivery dates for Goods and performance dates for Services which are essential to Buyer's business. Deliveries must be made in accordance with the requirements of the Purchase Order. Buyer is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries. Unless otherwise specified, all Goods shall be sold DDP Buyer's designated facility (INCOTERMS 2010) with shipment of the Goods to commence upon Buyer's approval. Unless otherwise agreed to by Buyer and expressly stated on the Purchase Order, all expenses (including customs duty, taxes and other charges) and risk of loss for damage incurred in the transportation of the Goods, including loss during loading or unloading, shall be borne solely by Seller and shall not pass to Buyer until delivery of Goods and after Buyer has inspected and accepted the Goods. If specified on the Purchase Order, the Goods shall be tendered in a

single delivery. At Buyer's request, Seller shall provide Buyer with a shipment schedule.

Packing. All packaging shall be clearly marked with Purchase Order number, gross, tare and net weights. Seller shall package and label the Goods in accordance with all applicable customs, safety and other applicable regulatory requirements, and such that they will arrive undamaged and in such a condition as to permit easy handling and unloading and 6 months' storage under normal conditions without detrimental effects. No charges will be paid by Buyer for boxing, crating, demurrage, packing, or storage of Goods unless expressly stated on the Purchase Order or agreed to in writing by Buyer. A packing slip must be enclosed in all shipments of Goods showing Purchase Order number and exact quantity or weight and description of Goods shipped. If Goods are not accompanied by a proper packing slip, Buyer's count or weight shall be conclusive.

Inspection; Rejection. All delivered Goods are subject to Buyer's rights of inspection and rejection. Buyer may, at its option, retain all or some part of such Goods. Any rejected Goods may be returned within a reasonable time to Seller at Seller's expense, including all storage, transportation, duties, labor and other charges and expenses paid by Buyer. All rejected Goods shall be subject to Seller's risk and liability. No replacement of rejected Goods may be made without Buyer's prior consent. Seller shall refund to Buyer all monies paid to Seller for rejected Goods. Payment for non-conforming Goods shall not constitute an acceptance thereof, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects. Seller shall remedy any defect or non-conformity and shall pay for any damages or injury suffered by Buyer resulting therefrom. Buyer and its representatives shall at all times have the right to inspect Goods and Seller's performance of the Services. Neither Buyer's inspection nor failure to inspect shall relieve Seller of any obligation under the Agreement.

Price. All prices are firm and complete, and unless otherwise specified, are in U.S. dollars. Seller certifies that the prices being charged under the Purchase Order are not higher than prices being charged to other purchasers of similar goods and services at similar

volumes. If Seller's prices for similar goods and/or services are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone at any time prior to shipment), Seller shall reduce the price for the Goods and/or Services, and Buyer will be billed at such reduced prices. Buyer reserves the right to change quantities, specifications and delivery dates. Price differences resulting from such changes shall be adjusted by Buyer and Seller shall proceed without delay with its performance.

Taxes. Unless expressly stated on the Purchase Order or agreed to in writing by Buyer, any and all taxes, including but not limited to any federal, national, provincial, state, and/or local sales taxes, value added taxes (VAT), goods and services taxes (GST), employment taxes, unemployment compensation, withholding and social security taxes that are now or shall hereafter be levied upon Seller or its subcontractors, fees, import duties and/or stamp taxes are to be paid and assumed by Seller, and Seller shall indemnify Buyer against such liability. Seller shall accept any valid sales or use tax exemption certificates.

Payment. Payment terms shall be specified on the Purchase Order. No invoice shall be issued prior to delivery of Goods and/or Services or by any party other than Seller. Payment due dates and discount deadlines shall not begin until correct and complete invoices are received by Buyer. Payment is deemed to be made for purposes of earning a discount on the date of mailing of Buyer's payment. The Purchase Order number must be included on all invoices, otherwise such invoice may be returned and payment delayed. Neither the final payment nor any part thereof shall become due until: (1) Seller has fulfilled to Buyer's satisfaction Seller's obligations under the Agreement; and, (2) Seller has delivered to Buyer a complete release of all liens and claims from Seller and all subcontractors, materialmen and equipment and material suppliers arising out of the Agreement, in a form satisfactory to Buyer. No liens shall be placed on Buyer's real or personal property by Seller or Seller's agent. If liens or claims are filed on the Goods, Buyer may withhold any payment until such lien or claim is removed or otherwise covered by Seller to the satisfaction of Buyer.

Cancel; Termination. Buyer may cancel all or part of the Purchase Order, without incurring any liability from Seller, if Seller (a) fails to timely perform Services or deliver Goods, (b) repudiates or breaches any term or condition of the Agreement and fails to cure such breach within five (5) days after delivery of written notice to Seller specifying such breach, or (c) becomes insolvent, makes an assignment for the benefit of creditors, is the subject of a proceeding for the appointment of a receiver or trustee, or files a voluntary petition in bankruptcy or is the subject of an involuntary petition in bankruptcy. Buyer reserves the right to terminate the Agreement for the sole convenience of Buyer, at any time prior to shipment of Goods or delivery of Services, in which event Seller shall be entitled to the actual incurred costs evidenced by written documentation submitted to Buyer. In addition to its other rights herein, if Seller fails to perform or complete the Services or delivery of the Goods in accordance with the Agreement, Buyer may, without prejudice to any other remedy hereunder, perform or contract for the performance of the Services or delivery of the Goods and may deduct the cost thereof from any payment then or thereafter due to Seller.

Intellectual Property. To the extent that any intellectual property rights are used and/or embodied in the Goods and/or Services, Seller grants Buyer a worldwide, irrevocable, royalty-free, perpetual, non-exclusive right and license: (a) to make, use, sell, manufacture and cause to be manufactured products embodying any and all Goods' and/or Services' intellectual property, (b) to repair, rebuild or relocate and to have repaired, rebuilt or relocated the Goods; and, (c) to use, sell, copy, distribute, create derivative works, display, and sub-license the Goods' and/or Services' intellectual property in connection with Buyer's products and services. Seller hereby represents and warrants to Buyer that neither the manufacture and sale nor the use, reproduction, or distribution of Goods and/or Services will in any way infringe or misappropriate any intellectual property right. All information designs and items developed by Seller for experimental, development or research work performed for Buyer shall be the property of Buyer upon payment for such work.

Representations and Warranty. Seller represents and

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warrants that all Goods and Services, as the case may be, are: (a) owned by Seller or Seller has the right to transfer free and clear title to Buyer, (b) free from defects in materials, design and workmanship, (c) in good working order and condition (d) in strict conformance to the specifications, drawings or descriptions, or Samples, Instructions, performance capabilities and other standards Buyer provides to Seller, (e) do not infringe, violate or misappropriate any patent, copyright or other intellectual property rights; and, (f) the manufacture, production, installation, sale and use by Buyer are in compliance with any and all applicable laws, rules and regulations. Seller knows of Buyer's intended use and expressly warrants that all Goods and Services covered by the Agreement will be fit and sufficient for the purposes intended by Buyer. Statements of Seller, or its agents in its advertising and its promotional material as to quality, grade, performance and use of the Goods and/or Services are Seller's express warranties. All warranties survive any inspection, delivery or acceptance of the Goods and/or Services, or payment for the Goods and/or Services delivered and such warranty shall run to Buyer, Buyer's customers and/or Buyer's successors and assigns, and shall not be deemed exclusive of any other warranties, express or implied. In the event that Buyer is in any way enjoined from using the Goods or any portion thereof, Seller shall promptly, at its expense (including, but not limited to, the payment of any royalties occasioned by the following) either: (a) provide to Buyer non-infringing means of using it; (b) negotiate and procure for Buyer the right to use it without restriction; or, (c) if neither (a) nor (b) can be accomplished within a reasonable time period, reimburse Buyer for all monies paid for it. Seller will comply with the Supplier Code of Conduct located at <http://www.vertellus.com/supplier-code-of-conduct>.

**Manufacturer's Warranties.** In addition to the warranties granted by Seller in the Agreement, if Seller is not the original manufacturer of Goods or source of Services, Seller shall pass through, assign, transfer and convey to Buyer all warranties related thereto provided by the manufacturer and/ or supplier, to the extent that Seller has the legal capacity to do so. If the manufacturer's or supplier's warranties are for a period greater than Seller's warranty to Buyer as otherwise provided in this Agreement, then Seller shall warrant the same to Buyer to the extent and for the duration of such

manufacturer's or supplier's warranty.

Indemnification. Seller hereby does RELEASE and shall INDEMNIFY and HOLD HARMLESS Buyer, its owners, divisions, affiliated or related companies, and their successors, assigns, directors, officers, employees, representatives and agents ("Indemnitees"), and at any Indemnitee's option, DEFEND, from and against any and all claims, actions, damages, awards, judgments and expenses, including reasonable attorney fees and incidental, special and consequential damages ("Claims"), arising or alleged to arise from (a) any actual or alleged infringement, violation or misappropriation of any intellectual property rights, (b) any actual or alleged deficiencies or defects in the Goods and/or Services, whether latent or patent, (c) any violation by Seller of any law, rule, regulation or governmental or administrative order, (d) Seller's breach of any terms or conditions in the Agreement, or (e) the acts or omissions of Seller; irrespective of whether such Claim is caused, or alleged to be caused, in whole or in part by Buyer and regardless of the legal theory upon which the Claim is asserted. this indemnity shall be broadly construed, shall apply to the fullest extent allowed by law, and shall apply regardless of whether it is alleged that the indemnitees or seller were solely negligent, that the indemnitees and seller were jointly negligent, or otherwise. The rights of indemnification contained herein shall survive cancellation or termination of this Purchase Order and/or delivery of Goods or completion of Services. Seller will defend any suits which may be brought for infringement by reason of the use of any property, design, divide, material or process by Seller or Buyer.

Remedies; Waiver. In the event that there is a breach by Seller of the Agreement, Buyer shall have the right, among others, to (a) cancel the Purchase Order, in part or whole, (b) return all or part of Goods at Seller's expense (including but not limited to, transportation and insurance costs) or reject the Services, (c) receive reimbursement for payments made by Buyer, and (d) recover all damages suffered by Buyer (including, but not limited to, cost of replacing Goods and/or Services, additional manufacturing costs and import duties and/or special or consequential damages). All rights and remedies of Buyer shall be non-exclusive and cumulative and may be exercised singly or concurrently by Buyer in its sole discretion. If Buyer has any claim

against Seller, it may set-off the amount of such claim against any amounts due or becoming due hereunder.

**Liability Limitation.** In no event shall Buyer be liable for anticipated or lost profits, business interruption or incidental or consequential damages. In no event, shall Buyer be liable for damage, loss, theft or injury to Seller's property at Buyer's facility. Buyer's liability for any claim arising out of or relating to the Agreement shall be limited to the price allocable to the Goods and/or Services or unit thereof which gives rise to the claim. Any action by Seller arising out of or relating to the Agreement must be commenced by Seller within one (1) year after the cause of action has occurred.

**Compliance with Laws.** The Agreement incorporates by reference, and Seller shall comply with, all applicable laws, rules, regulations, ordinances and executive orders of any governmental authority of any nation (or agency or subdivision thereof) ("Laws") related in any way to the Goods and/or Services to be provided hereunder and Seller represents that all Goods and/or Services to be provided hereunder have been manufactured, imported and exported, marked, and otherwise provided in accordance with Laws (including but not limited to Regulation (EC) No. 1907/2006, commonly known as "REACH," if applicable). Permits and licenses necessary for the performance of the Services or delivery of Goods shall be secured and paid for by Seller. If Seller supplies any Goods or Services in violation of the above, Buyer may require Seller, without prejudice to any other rights in may have to modify or replace such Goods or Services at Seller's sole cost. In the event that Buyer requires additional information respecting the Goods and/or Services respecting Buyer's compliance with laws, Seller undertakes to provide such information to Buyer and Buyer agrees to limit its use of such information for such compliance purposes.

**Assignments.** Seller shall not assign, delegate or subcontract any interest in or right or obligation under the Agreement without Buyer's prior written consent. Buyer may assign, delegate or subcontract any interest in or right or obligation under the Agreement.

**Waiver.** Failure of Buyer to enforce at any time any provisions of the Agreement, irrespective of any previous action or proceeding taken by it, shall in no

way be considered (a) to waive such provisions, (b) to affect the validity of the Agreement, or (c) to preclude or prejudice Buyer from exercising the same or any other rights it may have hereunder. Acceptance or payment for all or any part of the Goods and/or Services shall not be a waiver of any of Buyer's rights under the Agreement.

**Site Condition.** Buyer's sites are industrial chemical manufacturing facilities. Seller shall avoid contact with Buyer's chemicals and equipment and with chemicals or residue that may be in or on the ground in either liquid or solid form when at Buyer's site(s). Buyer has material safety data sheets for Seller's reference. Seller is solely responsible for ensuring that all necessary and appropriate safety, training and procedural precautions are taken by Seller and Seller's agents. In the event of any incident of injury or illness involving Seller or Seller's agents, Seller shall promptly notify Buyer and shall, upon Buyer's request, provide Buyer with access to all files, and reports relating to such incident in Seller's custody or control. Access to Buyer's site to perform Services and/or deliver Goods must be authorized by appropriate Buyer's personnel.

**Materials.** All materials used by Seller in connection with the Services or embodied in the Goods shall be of good quality and free from defects in material and workmanship and shall strictly conform to the specifications agreed to in writing or provided by Buyer. Except as otherwise expressly provided for the Purchase Order, Seller shall provide and pay for all materials, labor, tools, equipment, deliverables, utilities, transportation and other facilities necessary for the execution and completion of Services and delivery of Goods. The Seller shall furnish to Buyer evidence as to the kind and quality of materials used by Seller.

**Management.** Buyer may, in its discretion, dismiss from performance of Services under the Agreement or delivery of Goods any personnel of Seller, including, but not limited to, employees and independent contractors ("Personnel"), for any reason satisfactory to Buyer. The Seller's Personnel shall be subject to and must comply with Buyer's procedures and policies, including, but not limited to, executing Buyer's waiver and release documents that will waive Buyer's liabilities in the event of an accident at Buyer's facilities. Buyer requests that Seller adopt and implement a policy to



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info@mirainform.com  
Website : <http://www.mirainform.com>  
<http://www.miraglobalcheck.com>  
<http://www.miraglobalcollections.com>

extend employment opportunities to qualified applicants and employees on an equal basis, regardless of an individual's age, race, color, sex, religion, national origin, disability or other protected status.

Insurance. Seller shall maintain comprehensive general liability insurance in an amount not less than U.S. \$2 million per occurrence and other insurance in sufficient amounts that Buyer deems adequate to cover the obligations set forth in this Purchase Order, and upon Buyer's request will provide evidence thereof.

Governing Law. Unless otherwise provided in the Agreement, this order shall be governed by the law of the jurisdiction from which this purchase order originated, notwithstanding any country or state's choice of law rules. seller irrevocably consents to the jurisdiction and venue of the courts of that jurisdiction. The United Nations Convention on contracts for the International Sale of Goods shall not apply.

Force Majeure. In the event of strikes or similar labor problems, wars, terrorist acts, any governmental action or inaction (whether valid or invalid), fires, explosions, or other similar occurrences, Buyer, at its option, without penalty or liability, may (a) suspend or cancel the Purchase Order, (b) reduce its purchases from Seller, or (c) have Seller provide the Goods and/or Services from other sources in quantities and at times requested by Buyer and at the price set forth in this Purchase Order.

Severability. The Agreement constitutes the entire agreement between Seller and Buyer relating to the sale and purchase of Goods and/or Services under the Purchase Order. The parties agree that the provisions of the Agreement are reasonable and enforceable; however, they are severable. If any provision of the Agreement is unenforceable, the remaining provisions of the Agreement will remain in full of force and effect. Nothing in this Section or in any other provision of the Agreement shall, or is intended to, limit any other rights or remedies either party may have by virtue of the Agreement or otherwise.

Lawsuits	No records found
Trademarks	No records found
Patents Registered	No records found

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Renewals

LP/LLC/GP Tax - Filing Information

File Number: 6138970  
Name: VERTELLUS LLC  
Tax Year: 2017  
Agent Number: 9000014  
Agent Name: CORPORATION SERVICE COMPANY  
Address: 251 LITTLE FALLS DRIVE  
City: WILMINGTON  
State: DE  
Zip Code: 19808

UCC (Uniform Commercial Code)

No records found

OFAC Sanctions List Search

The company is not listed in the OFAC list.

## **SUMMARY**

Summary

Founded in 1857, VERTELLUS LLC manufactures and markets chemicals including heiscore salts and solutions, quaternary ammonium compounds including cetylpyridinium chloride, and alkanes.

The company has approximately 315 employees and generates an estimated USD 480 million in annual gross sales.

The company imports from China, UK and India, and exports to Colombia, Mexico and Paraguay, operating within national and international markets.

The company is a subsidiary of Vertellus Holdings LLC.

This has been an ACTIVE company incorporated in DELAWARE in 2016.

## **RISK INFORMATION**

Debts

Controlled

Payments

Regular

Cash Flow

Normal

State

ACTIVE

## **INTERVIEW**

First Name

Mollee

Position

Customer Service

Comments

The person contacted confirmed trade name, telephone, website, principal activity and operations area.

She also confirmed that the company has several facilities in USA.

She refused to provide further information through the phone.

**FOREIGN EXCHANGE RATES**

Currency	Unit	Indian Rupees
US Dollar	1	INR 73.48
UK Pound	1	INR 96.87
Euro	1	INR 84.98
US Dollar	1	INR 73.46

**Note** : Above are approximate rates obtained from sources believed to be correct

**INFORMATION DETAILS**

Analysis Done by :	VIV
Report Prepared by :	TRU

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**RATING EXPLANATIONS**

Credit Rating	Explanation	Rating Comments
A++	Minimum Risk	Business dealings permissible with minimum risk of default
A+	Low Risk	Business dealings permissible with low risk of default
A	Acceptable Risk	Business dealings permissible with moderate risk of default
B	Medium Risk	Business dealings permissible on a regular monitoring basis
C	Medium High Risk	Business dealings permissible preferably on secured basis
D	High Risk	Business dealing not recommended or on secured terms only
NB	New Business	No recommendation can be done due to business in infancy stage
NT	No Trace	No recommendation can be done as the business is not traceable

NB is stated where there is insufficient information to facilitate rating. However, it is not to be considered as unfavourable.

This score serves as a reference to assess SC's credit risk and to set the amount of credit to be extended. It is calculated from a composite of weighted scores obtained from each of the major sections of this report. The assessed factors are as follows:

- Financial condition covering various ratios
- Company background and operations size
- Promoters / Management background
- Payment record
- Litigation against the subject
- Industry scenario / competitor analysis
- Supplier / Customer / Banker review (wherever available)