

CONDITIONS OF SALE

1. The conditions set forth herein will apply to the sale of the material described herein notwithstanding any other conditions contained in Buyer's purchase order. If these Conditions of Sale are attached to any proposal, bid, or quotation provided by Seller that identifies a product, price, delivery time and location, and quantity, then Buyer acknowledges that these Terms and Conditions, when combined with the proposal, bid, or quotation to which they are attached, constitutes an offer and that Buyer's assent to such offer is sufficient to conclude a legally binding contract. Seller's performance is conditioned on Buyer agreeing to each of these Conditions of Sale and Seller objects to and rejects any and all terms or conditions that are additional to or different from those set forth in these Conditions of Sale. Further, the parties agree that these Conditions of Sale, if provided in response to Buyer's order document, constitute a counteroffer and that Buyer's submission of an order document with mutually agreed product, price, delivery time and location, and quantity constitutes an acceptance of such counteroffer without giving effect to any differing or additional terms or conditions that might be attached to such order document.

2. Seller's weights (or Seller's measurements in case of material sold by volume) taken at shipping points will govern.

3. Notwithstanding any other arrangement or agreement between the parties, any prices quoted for Product are only preliminary proposals and the parties agree that the price for Product will be the published price then in effect at the time of shipment. Seller may publish prices or notify Buyer of a price change at any time provided that notice of such price or price change (a "Price Notice") is provided in writing at least 30 days prior to the shipment date of the Product. In the event of a receipt of a Price Notice, Buyer may terminate any order for Product by providing written notice of termination no more than 10 days after receipt of a Price Notice.

If for any reason Seller's production or purchase costs for the Product (including without limitation costs of energy, equipment, labor, regulation, transportation, packaging, raw material, or Product) increases by more than 5% over Seller's production or purchase costs for the Product in effect at the time the price (including any changes, updates or adjustments thereto) for Product is set, then Seller shall notify Buyer in writing ("Hardship Notice"). Within 30 days of the Hardship Notice to Buyer, Buyer and Seller shall negotiate, in good faith, a price adjustment, with such price adjustment to be effective as of the date of the Hardship Notice. In the event the Parties are not able to agree on a revised Product price within the 30-day negotiation period, then Seller may terminate an order with 30 days written notice to Buyer.

4. Payment hereunder must be made in lawful money of the United States, or other currency as mutually agreed. The acceptance by Seller of bank drafts, checks or other media of payment will be subject to immediate collection of the full face amount thereof. Any tax or other governmental charge, including duties or tariffs, upon the production, sale, and/or shipment of the material sold hereunder, imposed by federal, state or municipal authorities will be added to the price herein provided, and will be paid by Buyer. Seller will invoice Buyer upon shipment (or upon tender of delivery of Product in the case of an Ex Works (Incoterms 2010) delivery term). Payments must be accompanied by remittance detail containing at a minimum the invoice number and amount paid per invoice; Buyer will be invoiced a service fee in the amount of U.S. \$500 for each occurrence for its failure to include the remittance detail and minimum information described above. Payments must be in accordance with the "Remit To" field on each invoice. Seller reserves the right to correct any inaccurate invoices. If Buyer fails to make payment in strict accordance with the Payment terms set forth in the Agreement, then Seller may, in addition to all other remedies, (a) immediately withhold shipments of any additional Product until the delinquent amounts plus late fees, transportation, and storage are paid; (b) repossess Product which has not been paid for; (c) charge late fees at 1.5% per month or the maximum legal rate, if lower, for each month or part thereof on which payment is not timely made; (d) declare breach and terminate, and/or (e) recover all costs of collection, including reasonable attorneys' fees, disbursements, and litigation costs. Seller may, at its discretion, require Buyer to pay cash on delivery or modify Buyer's payment terms if Seller determines that Buyer's creditworthiness is impaired. Seller may recover for each delivery as a separate transaction without reference to any other delivery. Buyer shall pay any undisputed amounts. Buyer may not set off amounts claimed against Seller in a different transaction or against one of Seller's affiliates.

Seller may stop delivery of Products in transit or decline to accept additional orders for Product if Buyer repudiates or fails to make payment due before delivery, or if Buyer is past due in any payments due and owing to Seller. Buyer acknowledges and agrees that Seller's salvage or resale of Product might be impossible or impracticable and that if Buyer is responsible for transportation (or arranging for transportation) of Products and fails to do so by the agreed pick-up date, Seller may, at Buyer's cost and without modifying or affecting the title, risk of loss, and delivery terms under the Agreement, secure transportation to deliver the Product to Buyer's location or secure reasonable storage facilities to warehouse the Product.

5. SELLER'S WARRANTIES ARE EXCLUSIVELY LIMITED TO THE FOLLOWING: (A) PRODUCT SOLD HEREUNDER WILL BE DELIVERED TO BUYER WITH GOOD TITLE; (B) AT DELIVERY SUCH PRODUCT WILL CONFORM TO SELLER'S SPECIFICATIONS ATTACHED TO THE SALES AGREEMENT FORM; AND (C) PRODUCT DELIVERED HEREUNDER DOES NOT INFRINGE UPON ANY U.S. PATENT EXTANT AS OF THE DATE OF THE AGREEMENT COVERING PRODUCT ITSELF, BUT SELLER DOES NOT WARRANT AGAINST INFRINGEMENT WHICH MIGHT ARISE BY THE USE OF SUCH PRODUCT ALONE OR IN ANY COMBINATION WITH OTHER MATERIALS, BY THE OPERATION OF ANY PROCESS OR OTHERWISE. SELLER MAKES NO OTHER REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AND IN PARTICULAR, SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF THAT PURPOSE IS KNOWN TO SELLER, AND DISCLAIMS ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF THE TRADE. ANY APPLICATION INFORMATION OR ASSISTANCE WHICH SELLER MAY FURNISH TO BUYER IS GRATUITOUS AND WILL IN NO WAY BE DEEMED PART OF THE SALE OF PRODUCT HEREUNDER OR A WARRANTY OF THE RESULTS OBTAINED THROUGH USE OF SUCH PRODUCT.

6. Claims on account of weight, quality, loss of or damage to the material, or any dispute over amounts due on an invoice are waived unless made in writing within ten days after arrival thereof at destination, and any action for breach of any obligation with respect to the purchase or sale of said material other than for non-payment hereunder, must be commenced within one year of the date of delivery, or due date of delivery in the event of non-delivery of the particular shipment upon which such claim is based. Seller's liability for damages, whether based on Seller's negligence, breach of contract, breach of warranty, strict liability or otherwise, will not exceed the purchase price of the particular shipment with respect to which such damages are claimed and will not include liability for lost profits, loss of production, loss of goodwill, or special, incidental, indirect, punitive or consequential damages.

7. Seller will not be liable to Buyer for damage to persons or property resulting from the use of said material in manufacturing processes, or in combination with other substances, or otherwise. Seller assumes no obligation or liability for any technical or safety advice if furnishes concerning the material, the parties agreeing that unless otherwise agreed all such advice is given without charge or warranty and accepted at Buyer's risk.

8. Failure of the Seller to make, or of Buyer to take, any one or more deliveries hereunder (or portions thereof) when due, if occasioned by (i) act of God or the public enemy, fire, explosion, perils of sea, flood, drought, war, riots, sabotage, accident, embargo, government priority, requisitioned or allocation of other action of any government authority, or (ii) any circumstances of like or different character beyond the reasonable control of the party so failing, or (iii) interruption of or delay in transportation, shortage or failure of supply of materials or equipment, labor trouble, partial or complete suspension of Seller's plant operations, or (iv) compliance with order or request of government or any officer, department, agency, or committee thereof, will not subject said party to any liability to the other, and at the option of either party, the total quantity to be delivered hereunder will be reduced by the quantity of the delivery or deliveries (or portions thereof) so omitted. The provisions of this paragraph will be effective even through the circumstance or contingency invoked by Seller or Buyer will have been operative on the date hereof.

9. Where rail car or tank truck shipments are made in Seller's equipment, Buyer shall pay Seller's usual detention charges for each unit of Seller's equipment held at destination over stated free time. No reconsignment or other transfer whatsoever of Seller's equipment may be made except with Seller's prior written consent. Carboys, drums, barrels or other returnable containers are the property of Seller and are loaned to Buyer. Buyer may use such containers only for reasonable storage of Seller's goods originally delivered therein and shall promptly return same in good condition (thoroughly drained, but not washed, and with original closures inserted) EXW. Incoterms 2010 Seller's shipping point unless otherwise specified. Buyer agrees to comply with any applicable transportation regulations concerning empty containers used for the shipment of any hazardous materials.

10. Seller certifies that the material covered hereby was produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act of 1938, as amended. Buyer acknowledges that United States or another country's laws and related regulations may under certain circumstances forbid the reexport of material (or associated technical data) sold hereunder. Buyer agrees that it will comply with any and all such laws and regulations.

11. All delivery dates specified or notices given are approximate. Seller will use all reasonable efforts to make deliveries in accordance with requested dates, but Seller does not guarantee such dates and accepts no responsibility of failure to meet such delivery dates. Seller or Buyer may be required to insure the shipment of product, consistent with generally accepted practices in the United States for the pricing terms and shipping directions indicated on the front page of this invoice. Each delivery will stand as a separate contract and the failure of any delivery is not a breach of the order as to others. Unless otherwise specified, Product will be delivered Ex Works (Incoterms 2010) Seller's plant in accordance with Seller's standard lead times then in effect. Title to Product will pass to Buyer upon tender for delivery; provided, however, that notwithstanding any term to the contrary, title to any Product exported from the United States will pass from Seller to Buyer at the time immediately after the goods first leave the territory of the United States (including its borders if shipped by ground or its territorial waters or airspace if shipped by sea or air), or upon tender for delivery, whichever is earlier. In the case of an F.O.B. Origin delivery term the word "delivery" will include tender of delivery of the Product to Buyer or carrier.

If the price includes freight, Seller may increase the price on 15 days' notice to Buyer to reflect increased transportation and handling costs. Notwithstanding any other provision to the contrary, failure to provide forecasts by the specified dates will relieve Seller of any obligation to deliver Product during such period. In addition, Seller may discontinue deliveries of any Product, the manufacture, sale or use of which in its opinion would involve patent infringement. Upon delivery, Buyer assumes full responsibility and liability for compliance with government laws, rules, and regulations relating to the Product, including without limitation those relating to unloading, discharge, storage, handling, use, and/or disposal of the Product. Seller will not be required to deliver in any month more than the amount expressly specified herein or more than the pro rata amount of Seller's maximum obligation. If Buyer fails to take the stipulated or minimum pro rata quantity in any month, Seller may, at its option, cancel the shortfall or include it in subsequent deliveries.

12. Confidentiality and Data Rights.

a. Confidentiality:

Buyer shall keep confidential the terms and conditions of this Agreement and the parties' performance hereunder, as well as any preceding negotiations and any proprietary or nonpublic information of Seller, whether furnished orally or in writing or gathered by inspection, and regardless of whether specifically identified as "confidential," together with analyses, compilations, studies or other documents prepared by Seller or its officers, directors, agents, representatives (including attorneys, accountants, and financial advisors) or employees which contain or otherwise reflect such information (collectively, the "Confidential Information"). The term "Confidential Information" does not include information which (i) becomes generally available to the public other than as a result of a disclosure by Buyer in breach of this agreement, (ii) was available to Buyer on a non-confidential or non-restricted use basis prior to its disclosure by Seller, (iii) becomes available to Buyer from a source other than the Seller or its representatives, provided that Buyer has no knowledge that the source of such information is not prohibited from disclosing such information to Buyer by a legal obligation, or (iv) is independently developed by Buyer without reference to or reliance on the Confidential Information.

b. Data Rights:

Buyer retains all rights that it already holds in data and other information that it or persons acting on its behalf in-puts, uploads, transfers or makes accessible in relation to, or which is collected from Buyer's or third party devices or equipment by, the Product ("Input Data"). Seller and its affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise use Input Data to provide, protect, improve or develop Seller's products or services. Seller and its affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Buyer. Any Buyer personal data contained within Input Data will only be processed in accordance with the data privacy terms of this Agreement and applicable law. All information, analysis, insights, inventions and algorithms derived from Input Data by Seller and/or its affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Seller and are the Seller's confidential information. This Section survives termination of this Agreement.

13. Data Privacy. Each party acknowledges and agrees that it may process certain business contact details relating to individuals engaged by the other party in the performance of that other party's obligations under this Agreement ("Staff"). Each party will take appropriate technical and organizational measures to protect such personal data against any security breaches and shall securely delete it once no longer required for the purposes for which it is processed. Where appropriate and in accordance with the applicable data protection legislation, each party shall inform its own Staff that they may exercise their rights in respect of their personal data against the other party by sending a written request with proof of identity to the other party to the address set forth in this Agreement.

14. The terms and conditions stated herein set forth the entire agreement between the parties with respect to the subject matter hereof, and may not be modified, varied or supplemented by any course of dealing, usage of the trade or otherwise except by a writing signed by the parties hereto. This transaction will be governed by the laws of the State of New York, and the terms and conditions stated herein will bind and inure to the benefit of the executors, administrators, successors, and assigns of the parties hereto. Seller and Buyer expressly exclude the United Nations Convention on Contracts for the International Sale of Goods from this transaction. Seller's waiver of any breach, or failure to enforce any of the terms and conditions of this contract, at any time, will not in any way affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.