

TERMS AND CONDITIONS OF SALE – BRAZIL

1. Freight Terms, Title Transfer. Unless otherwise agreed, products shall be shipped EXW (Seller's plant or warehouse) (Incoterms 2000), freight prepaid and added to Seller's invoice. Title to and risk of loss to products shall pass to Buyer upon shipment.

2. Taxes. The amount paid by Buyer to Seller shall be net of all taxes and other charges that Seller may be liable to pay to any government based upon the production, sale, storage or transportation of products hereunder (other than taxes based upon seller's income), except if Buyer satisfactorily evidences that Seller is exempt from such taxes.

3. Terms of Payment. Net 30 days from date of invoice unless otherwise agreed. Invoices not timely paid shall be assessed interest at a rate of 12% per annum or the maximum allowed by law, whichever is lower. In the event of Buyer's default, Buyer shall pay all reasonable costs, including attorneys' fees, incurred by Seller for collection of past due amounts. If at any time Buyer is arrears in payment or Seller doubts Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of satisfactory cash or security or Buyer's payment of all arrearages in advance of delivery.

4. Warranty. The warranties for products manufactured by others and distributed by Seller shall be limited to the manufacturer's warranties, which will be passed along whenever possible to Buyer directly or through Seller. Seller warrants that the products it manufactures shall meet any Seller specifications for them in effect on the date of shipment (the "Specifications"), and any services it provides shall be of good workmanship and provided by qualified personnel. Seller also warrants that it will convey good title to products. (Services and products, whether manufactured by Seller or others, shall collectively be referred to herein as, "Products.") SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, NOT INCLUDED HEREIN INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Buyer assumes all risk and liability for results obtained by the use of the Products.

5. Patent Warranty. For products manufactured by Seller, Seller warrants that the products in the condition and at the time shipped will not infringe any valid claim of any patent granted in Brazil covering the products. The warranty shall not extend to infringement of third party patents attributable to Buyer's combination of products sold hereunder with other compounds, compositions, or materials. Seller may discontinue, without liability, delivery of products hereunder if in its opinion their manufacture, sale or use would constitute patent infringement or if the use or resale of the goods is enjoined.

6. Remedy. Neither party shall be liable to the other for special, indirect, punitive, consequential or similar damages even if such party has been advised of the possibility of such damages. In the event of clear, unquestionable and irreparable defect in a product sold hereunder, Buyer's exclusive and sole remedy for any claim shall be a refund or credit of the amount of the price paid for the Products in respect of which damages are claimed, where applicable a cure of the defect or a discount proportional to the defect, or replacement of non-conforming Products with Products that meet the Specifications.

7. Claims. No claim, whether arising from Products delivered or from non-delivery, shall exceed the purchase price of the Products in respect of which damages are claimed. Failure to give notice of a claim within ninety (90) days from the date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Products at issue (other than the return of any sums paid in case of non-delivery). Products shall not be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller.

8. Prices/Handling Fee. Prices are subject to change without prior notice. On orders accepted for shipment within thirty days, prices in effect at the time of acceptance shall apply unless shipment is delayed beyond thirty days by Buyer, in which event prices in effect at the time of shipment shall apply. A \$30 handling fee shall apply to each order submitted by Buyer. Seller shall invoice Buyer for such handling fee in the first invoice relating to such order.

9. Force Majeure and Acts of God. Seller shall have no liability for delay in performance or non-performance of its obligations directly or indirectly caused by events of force majeure, acts of God, or commercial impracticability. Quantities of products so affected may be eliminated from the order referenced herein, but the order shall remain unaffected otherwise.

10. Product Safety. Buyer acknowledges that there might be risks and liability resulting from the use of the products and represents that it has received Seller's complete information concerning product safety, labeling and other literature concerning the products. Buyer shall forward such information to its employees and any others who may handle or process the products, and shall be liable for any damages resulting from misuse of the products or mistaken interpretation of the information.

11. Technical Information. At Buyer's request, Seller may, at its option, furnish technical information and advice relating to use of the products. Unless otherwise agreed in writing, all such technical assistance and information will be provided without warranty, and Buyer assumes sole responsibility for results obtained in reliance thereon.

12. Assignment. This invoice and any underlying order(s) may not be assigned or transferred by Buyer, in whole or in part, without the prior written consent of Seller.

13. Governing Law. These terms, the underlying transaction, and the respective rights of Seller and Buyer are to be construed, and the respective rights of Seller and Buyer are to be determined, in accordance with the laws applicable to the case and the venue of São Paulo is elected as exclusively competent to resolve all issues in connection herewith.

14. Entirety of Agreement and Amendment. These terms, this invoice and any underlying order(s) contain the entire agreement of the parties with respect to the purchase and sale of the Products. Any previous agreements, understandings or representations, oral or written, which have not been specifically incorporated herein are superseded and may not be relied upon by either party. No amendment or modification of these terms shall be binding on either party unless separately contracted in writing. Failure by either party to enforce any provision hereunder, in whole or in part, shall not be construed as a novation and the party that had tolerated the other party's breach shall be entitled to fully or partially demand its rights at any time, subject to the terms and conditions established herein.