

TERMS AND CONDITIONS OF SALE

1. Delivery Terms, Title Transfer. Unless otherwise agreed, products shall be shipped F.O.B. (Seller's plant or warehouse), delivery charges added to Seller's invoice. Title to and risk of loss to products shall pass to Buyer upon shipment, except that for sales by Seller's entities in the U.S. to customer locations anywhere outside the U.S. except Canada, ownership, risk of loss, right to possession, and title to products shall remain with Seller until products are delivered to Buyer at a point outside the United States. Such point shall be the designated point of entry. Upon delivery to the designated point of entry, the ownership, risk of loss, right to possession and title to products shall pass to Buyer. Neither the time, method, or place of payment, method of shipment, form of shipping document, manner of consignment, nor place of acceptance of Buyer's order shall alter the foregoing.

2. Taxes. In the absence of satisfactory evidence of exemption supplied to Seller, Buyer shall reimburse Seller for all taxes (other than taxes based upon Seller's income) or other charges that Seller may be required to pay to any government based upon the production, sale, storage, or transportation of products hereunder.

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, and Buyer shall pay all reasonable costs, including attorneys' fees, incurred by Seller for collection of past due amounts. If at any time 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. Seller warrants that the products manufactured by Seller, in the condition and at the time shipped, will not infringe any valid claim of any U.S. patent covering the products, unless the products are made pursuant to Buyer's specifications or instructions, in which case Seller makes no patent warranty. The warranty shall not extend to infringement of third party patents attributable to the 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 any similar damages even if such party has been advised of the possibility of such damages. Buyer's exclusive and sole remedy for any claim shall be, at Seller's option, a refund or credit of the amount of the price paid for the Products in respect of which damages are claimed, or, where applicable, cure of 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. Products shall not be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller.

8. Prices. Prices are subject to change without 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, in which event prices in effect at the time of shipment shall apply.

9. Force Majeure. Seller shall have no liability for delay in performance or non-performance, directly or indirectly caused by circumstances beyond its control, including, but not limited to, acts of God, fire, explosion, war, acts of any government, inability to obtain required inputs, 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 may be risks and liability resulting from the use of the products and it has received Material Safety Data Sheets, labeling, and literature concerning the products. Buyer shall forward such information to its employees and any others who may handle or process the products.

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 and the underlying transaction are to be construed, and the respective rights of Seller and Buyer are to be determined, in accordance with the laws of the State of New York, without regard to choice of law or conflicts principles that might otherwise be applicable.

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 this agreement shall be binding on either party unless separately contracted in writing. Failure of either party to exercise any right or insist upon strict performance of any provision of these terms shall not be construed as a waiver.