

TERMS AND CONDITIONS OF SALE

TERMS OF SALE - These Terms and Conditions of Sale ("Terms") shall apply to any sale of goods from SELLER to BUYER as described in the transaction documents to which these Terms are attached (together with these Terms, the "Transaction Documents"). All purchases by BUYER of goods described in the Transaction Documents ("Product") are expressly limited to and conditioned upon acceptance of these Terms, regardless of whether BUYER purchases Product through any media or means, including but not limited to, written purchase orders, electronic orders, acknowledgements, confirmations, or other writings from BUYER to SELLER (collectively, "Purchase Orders"). Unless such provisions are expressly agreed to in writing and signed by SELLER, any additional or conflicting terms and conditions contained on, attached to or referenced by BUYER's Purchase Orders, or other prior or later communication from BUYER to SELLER, shall have no effect on the purchase of any such Product by BUYER from SELLER and are expressly rejected by SELLER. BUYER's commencement of performance (including ordering, purchasing or taking delivery of Product) shall in all cases constitute BUYER's unqualified and unconditional acceptance of the Transaction Documents.

RISK OF LOSS - Unless otherwise stated in the Transaction Documents, all Product shall be shipped Ex Works _____ (Incoterms 2010). Unless otherwise states in the Transaction Documents, risk of loss, damage and contamination of Product passes to BUYER when SELLER places Product at the disposal of BUYER in accordance with the EXW delivery terms and Product shall be deemed "delivered" at such time. After delivery of the Product to BUYER, BUYER assumes all risk and liability, and SELLER shall not be liable to BUYER for any loss or damage to persons, property or the environment arising out of or related to the Product (except, any death or personal injury arising from SELLER's negligence).

TAXES, PRICE ADJUSTMENT - All taxes (including, without limitation, VAT but excluding any income or franchise taxes), now or hereafter imposed by any governmental authority on SELLER with respect to the Transaction Documents or the sale, delivery, transportation, importation, exportation or proceeds of Product hereunder or on remittance of funds in payment for Product shall be paid by BUYER. If paid, or required to be paid by SELLER, BUYER shall reimburse SELLER for such amounts within ten (10) days of receipt of written notice from SELLER. If any Product is rejected (other than non-conforming Products or quantities shipped in excess of the orders placed by BUYER which are not accepted by BUYER), BUYER shall pay all applicable taxes, duties, tariffs, consular fees, levies, penalties or other charges resulting directly from BUYER's direct failure to re-export Product from the country of destination within such time limits as may be prescribed by Law. (b) In case time of delivery is of more than 2 (two) months, SELLER shall have the right, in its discretion, to increase the prices specified in the Transaction

Documents in case substantial changes have occurred after conclusion of the Transaction Documents in SELLER's labor costs, raw materials and/or energy costs by providing BUYER with written notice. Should SELLER's price increase exceed 5% (five percent), BUYER shall have the right to terminate the purchase of Product by providing written notice to SELLER within 2 (two) weeks from SELLER's notice of price increase.

PAYMENT TERMS/CREDIT - (a) BUYER shall pay all invoices (other than for that portion of any invoice which is disputed subject to BUYER clearly specifying the disputed portion of the invoice and the good faith basis for the dispute), without deduction, via wire transfer of immediately available funds into a bank account designated by SELLER pursuant to the payment terms set forth in the Transaction Documents. Delay in payment will result in BUYER being responsible for interest at a rate of one percent (1%) per month compounded monthly, on the outstanding amount of any unpaid invoice beginning on the day after the payment due date. If the payment due date is a Saturday, Sunday or bank holiday, BUYER shall make such payment on the business day after such due date.

(b) If SELLER determines in its discretion that the creditworthiness or future creditworthiness of BUYER is impaired or unsatisfactory, SELLER may elect to do one or more of the following: (i) require prepayment by wire transfer of immediately available funds at least three (3) days prior to a scheduled shipment of Product; (ii) require immediate payment of all outstanding balance whether or not due; (iii) require Performance Assurance at least three (3) days prior to a scheduled Product shipment; or (iv) cancel delivery of all outstanding orders by BUYER and terminate any further shipments to BUYER until provided with one of the means specified in (i), (ii) and (iii) above to its satisfaction. "Performance Assurance" means collateral in the form of either cash, letter(s) of credit, guaranty, or other security acceptable to SELLER in its sole discretion.

(c) SELLER reserves title and full ownership to Product delivered until all payments have been received and any received cheques and bills which arise from the business connection with Buyer have been irrevocably credited. If a current account relationship exists, the reservation of title shall extend to the balance recognized. BUYER is authorized to utilize and/or sell the reserved Product solely in the ordinary course of business. Any treatment or processing of the reserved Product by BUYER shall always be carried out on behalf of SELLER without placing the latter under an obligation. If the reserved Product is blended, compounded or combined with other goods, SELLER shall acquire joint title to the new goods in proportion to the net invoiced value of the reserved Product compared with the other components. BUYER shall be entitled to resell the reserved Product or the new goods in the course of ordinary business dealings; however, BUYER hereby assigns to SELLER in advance in full all claims for payment arising from the resale or reuse. BUYER shall be entitled to collect the claims for payment assigned to SELLER provided it meets its payments obligations concerning the collected proceeds. The aforementioned rights of BUYER shall be deemed automatically rescinded, if BUYER defaults on any payments to SELLER. In this case, BUYER must grant SELLER's representatives access to its storage

facilities to enable it to determine quantities of Product remaining in storage, and organize the removal of such Product as shall be determined by SELLER. In addition, SELLER may demand in this case that BUYER discloses to SELLER the assigned claims for payment and their respective debtors, provides all the information required for collection, surrenders the relevant documents and notifies its debtors of the assignment. Taking back reserved Product does not constitute withdrawal from the Transaction Documents. If SELLER declares its withdrawal, it may sell the goods by private treaty.

So long as the Products have not been fully paid for, BUYER shall not pledge or lien the Products or grant any other right with respect of the Products to any third party. SELLER shall be notified immediately of any access by third parties to the reserved Products. BUYER shall bear any costs accruing from the prevention of access unless they can be recovered from the third party.

(d) If the value of securities provided by BUYER exceeds its outstanding balance due to SELLER by more than 10% (ten percents), SELLER may, at BUYER's request and at its discretion release securities it holds in the corresponding amount exceeding 10%.

DELIVERIES - (a) SELLER will deliver all Product orders in one shipment when possible, but reserves the right to make delivery in installments, if necessary. All such installments will be separately invoiced and shall be payable and due as provided therein. Subject to the above, to the extent flexibility is allowed by the Transaction Documents for time or size of deliveries, the parties will cooperate to the extent reasonable to coordinate periods and times for deliveries hereunder, and BUYER will give reasonable prior notice as to quantities and scheduling desired, all subject to the quantities set forth in the Transaction Documents.

(b) SELLER reserves the right to select the form of transportation and the carriers to the point of delivery. BUYER shall bear the costs of any special transportation arrangements made on its request.

(c) BUYER may refuse to offload/unload, transfer or handle any Product under any conditions it deems, in its reasonable discretion, unsafe, including, but not limited to, conditions caused by drivers, personnel, equipment, procedures, and/or weather conditions.

(d) For all deliveries under the Transaction Documents, BUYER is solely responsible for offloading/unloading, transferring and handling all Product. To the extent BUYER fails to offload/unload the entire quantity of Product (over which there is no dispute between the parties as to its quality) from the transport utilized for shipment (i) any residual or remaining Product shall be deemed to have been abandoned by BUYER for the beneficial use or re-use by SELLER, and will become the property of SELLER when received and accepted by SELLER at the facility designated in writing by SELLER; (ii) BUYER will not receive credit, payment or other consideration for any such residual or remaining Product;

COMPLIANCE WITH LAW - (a) The parties agree to comply with all applicable laws, treaties, conventions, directives, statutes, ordinances, rules, regulations, orders, writs, judgments, injunctions or decrees of any governmental authority having jurisdiction ("Laws") pertaining to the fulfillment of the Transaction Documents.

(b) If any license or consent of any government or other authority is required for the acquisition, carriage or Use of Product by either BUYER or SELLER, said party will obtain the same at its expense, and if necessary, provide evidence of the same to the other party on request.

(c) The Product will not be sold, supplied or delivered by BUYER directly or indirectly to any party or destination that, at the time of such sale, supply or delivery, is declared an embargoed/restricted party or destination under applicable Laws. Within seven (7) days after SELLER's request, BUYER will provide SELLER with appropriate documentation to verify the final destination of any Product delivered hereunder.

RETURNABLE CARRIERS AND CONTAINERS - Returnable carriers or containers of goods which were delivered are not sold to the BUYER and are the property of SELLER. BUYER shall return them undamaged, freight collect, to the destination designated by SELLER within the period specified by SELLER. Any deposit made by BUYER on such carriers or containers of goods shall be forfeited in the event of failure to return them undamaged within specified period. Where no deposit is required, BUYER agrees to reimburse Seller for the value of any such carriers or containers which are damaged or not returned within the specified period and for any demurrage or other expense or loss resulted by any delayed unloading or return of containers by BUYER.

MEASUREMENT - Product quantities will be determined by SELLER's measurement equipment at SELLER's designated shipping point according to BISFA Agreement, unless proven to be in error. No adjustments will be made for (i) any quantities delivered more than ten (10) days prior to the date of any proven measurement confirming such error, or (ii) any claims for less than one-half of one percent (0.5%) of the quantities measured by SELLER at the shipping point. BUYER shall be responsible for taking a sample of the Product upon arrival and prior to discharge of the Product. Product quality shall be governed by this sample. SELLER's representative shall be entitled, at all times, to inspect such sampling and measurements, and BUYER shall, promptly after such sampling has taken place, furnish SELLER with any report and/or document issued with respect to such measurement.

CLAIMS - BUYER shall, at its sole cost and expense, inspect Product delivered hereunder immediately after receipt. Within thirty (30) days of BUYER's receipt of Product and subject to the terms hereunder, before the use, disposition, processing, admixture, reaction or other change from the original condition of any part of the Product (except for reasonable test and inspection quantities), BUYER shall

notify SELLER in writing if Product is found defective or short in any respect. Subject to the terms hereunder, any Use of any of Product (except for reasonable tests and inspection quantities) or BUYER's failure to give written notice to SELLER of such defect or shortage within such thirty (30) day period shall constitute an unqualified acceptance of the Product and a waiver by BUYER of all claims with respect thereto.

LIMITED WARRANTY - SELLER warrants only, at the time of delivery, in accordance with the _____ delivery terms, that: (i) First grade quality Products shall conform to the agreed upon specification attached to the Transaction Documents for the Product sold hereunder (such warranty shall not apply to waste or goods sold as sub-standard quality); and (ii) SELLER will deliver good title to the Product and that the Product shall be delivered free and clear of any liens or encumbrances. Source of Product shall be approved by BUYER. BUYER, having the expertise and knowledge in the intended Use of Product sold hereunder and any Use or other product or material made therefrom, assumes all risk and liability for results obtained by the Use of Product, whether Used singly or in combination with other substances or in any process. SELLER's warranty shall be limited only to Products it supplied and not to products in any treated/processed condition. EXCEPT AS SET FORTH IN THIS SECTION, AND TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE, CONDITION OR QUALITY OF THE PRODUCT, ANY TRADE USAGE OR DEALING. ANY DETERMINATION OF THE SUITABILITY OF THE PRODUCT FOR THE USE CONTEMPLATED BY BUYER IS BUYER'S SOLE RESPONSIBILITY.

LIMITATION OF LIABILITY AND LIMITED REMEDIES - IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR ANY LOST OR PROSPECTIVE PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST EARNINGS, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER OR NOT BASED UPON SELLER'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, IN TORT OR ANY OTHER CAUSE OF ACTION. BUYER's exclusive remedy against SELLER for any cause of action under the Transaction Documents (except any relating to death or personal injury resulting from SELLER's negligence), including for failure to deliver or late delivery, is, at the Transaction Documents of SELLER and BUYER limited to (i) replacement of the non-conforming Product if Product acceptable to BUYER is available to SELLER from its manufacturing facilities; or (ii) if Product is not delivered or delivered late or is not so available in SELLER's determination, refund to BUYER the portion of the purchase price attributable to such non-conforming Product or to such undelivered or late delivered Product (subject to return of late delivered Product as a condition of such refund). Except any relating to death or personal injury resulting from SELLER's negligence, in no event shall SELLER's cumulative liability exceed the price of Products sold which was the direct cause of the alleged loss, damage or injury. IN ANY EVENT, BUYER AGREES THAT THE

RETURN OF THE FULL SALES PRICE FOR THAT PRODUCT SOLD WHICH WAS THE CAUSE OF THE ALLEGED LOSS, DAMAGE OR INJURY WILL PREVENT THE FOREGOING REMEDIES FROM FAILING OF THEIR ESSENTIAL PURPOSE, AND THAT SUCH REMEDY IS FAIR AND ADEQUATE.

DEFAULT - Upon the occurrence of any of the following events (each an event of "Default" and the Party committing such Default, the "Defaulting Party" and the party claiming the Default, the "Non-Defaulting Party"): (i) the failure by BUYER to provide Performance Assurance when due; (ii) SELLER shall not have received a payment due from BUYER hereunder by the date such payment is due under the Transaction Documents, and such failure shall remain uncured for a period of two (2) business days; (iii) failure to deliver or late delivery of Product; (iv) the failure of a party to perform any other obligation in the Transaction Documents and such failure is not excused or cured within ten (10) days after written notice thereof; (v) the occurrence of a Bankruptcy Event; or (vi) the failure by any Performance Assurance provider of BUYER to perform any obligation of such Performance Assurance provider under any document executed and delivered in connection herewith, then the Non-Defaulting Party, in its sole discretion and without prior notice to Defaulting Party, may do any one or more of the following: (a) suspend performance under the Transaction Documents; (b) cancel the Transaction Documents, whereby any and all obligations of the Defaulting Party, including payments or deliveries due, will, at the option of the Non-Defaulting Party, become immediately due and payable or deliverable, as applicable; and/or (c) Set-off against any amount that the Defaulting Party owes to the Non-Defaulting Party under the Transaction Documents or any other Transaction Documents between such parties. If SELLER suspends performance and withholds Product delivery as permitted above, SELLER may sell the Product to a third party and deduct from the proceeds of such sale the purchase price and all reasonable costs resulting from BUYER's default as identified above, including, without limitation, all costs associated with the transportation (including demurrage and other vessel or shipping related charges), storage, and sale of the Product. The foregoing rights, which shall include, but not be limited to, specific performance, shall be cumulative and alternative and in addition to any other rights or remedies to which the Non-Defaulting Party may be entitled at Law or in equity. In addition, Non-Defaulting Party shall be entitled to recover from the Defaulting Party all court costs, attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the Defaulting Party's default, and interest on past due amounts at the rate specified in Section 0(a) hereof. "Bankruptcy Event" means the occurrence of any of the following events with respect to a party or any Performance Assurance provider for BUYER: (i) filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law; (ii) making of an assignment or any general arrangement for the benefit of creditors; (iii) having a bankruptcy petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (iv) otherwise becoming bankrupt or insolvent (however evidenced); (v) having a liquidator, administrator, custodian, receiver, trustee, conservator or similar official appointed

with respect to it or any substantial portion of its property or assets; or (vi) such party is not paying its debts as they become due and payable.

EXCUSED PERFORMANCE - *Force Majeure*: The parties will be excused from their respective performances hereunder (except BUYER's payment obligations) if performance is prevented or delayed by any acts of God, fire, explosion, flood, unusually severe or abnormal weather, riots or other civil disturbances, wars, acts of terrorism, actions of governments, voluntary or involuntary compliance with any Law or request of any governmental authority, strikes, lockouts or other labor difficulties, failure of usual sources of raw materials or other sources of supply, failure of computer systems to operate properly, failure of mechanical or chemical function or equipment normally used by SELLER or BUYER for manufacturing, handling or delivering of Product, or internally produced intermediates used in manufacture of any of the Product, plant shutdowns, any necessity not to operate, or to reduce operation of, equipment in order to protect the safety of people or to protect the environment, or any circumstances beyond the reasonable control of the party seeking excuse from performance ("*force majeure*"). Promptly after a party determines a *force majeure* condition exists, that party will notify the other of the circumstances and consequences claimed and will use reasonable means to remove the cause(s) in question. Neither party will be obligated to settle any demands of, or disputes with, labourers. Quantities affected by *force majeure* will be deleted from the Transaction Documents, but the Transaction Documents will otherwise continue in full force and effect for the term set forth in the Transaction Documents. SELLER shall not be required to acquire Product to replenish any shortfall in Product arising as a result of a force majeure. Should SELLER acquire any quantity of Product following a force majeure, SELLER may use or distribute, without apportioning, such Product at its sole discretion.

CONFIDENTIALITY - Each party agrees to treat as confidential all information supplied by the other party, and not in the public domain, in connection with the Transaction Documents, including, but not limited to: prices, price formulas, specifications, drawings, blueprints, and other technical, business or sales data, or statements of work (collectively referred to as the "Confidential Information"). The receiving party agrees to (i) limit use of aforementioned Confidential Information only to the performance of the Transaction Documents, and (ii) limit the disclosure of the Confidential Information to those of its employees and affiliates necessary for the performance of the Transaction Documents, unless prior written consent has been granted by the disclosing party to permit other use or disclosure. The receiving party shall, upon request or upon expiration, termination or cancellation of the Transaction Documents, promptly return all documents previously supplied, destroy any and all copies that were reproduced, and send written confirmation to the disclosing party certifying such destruction.

TRADE MARKS - Except as may be contained in a separate trademark license, the sale of Product (even if accompanied by documents using a trade mark or trade name) does not convey a license, express or

implied, to use any trademark or trade name and BUYER shall not use a trade mark or trade name of SELLER's in connection with the Product.

SUCCESSOR AND ASSIGNS - The Transaction Documents binds and inures to the benefit of BUYER and SELLER and their respective successors and permitted assigns. Neither party may assign any interest in, nor delegate any obligation under the Transaction Documents, by operation of Law or otherwise, except to its affiliates, without the other party's prior written consent, which consent shall not be unreasonably withheld. Any assignment or attempted assignment in contravention of the foregoing shall be null and void, shall be considered a breach of the Transaction Documents, and shall permit SELLER, in addition to any other rights that it may have, to terminate the Transaction Documents. Notwithstanding the foregoing, if a party refuses to consent to any assignment, the other party may terminate this Transaction Documents upon thirty (30) days written notice.

GOVERNING LAW/VENUE FOR DISPUTES - The validity, performance, construction, and effect and all matters arising out of or relating to the Transaction Documents shall be interpreted in accordance with the Laws of _____, without regard to its conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention shall not apply or govern the Transaction Documents or the performance thereof or any aspect of any dispute arising there from. Any action or proceeding between BUYER and SELLER relating to the Transaction Documents shall be commenced and maintained exclusively in _____, and BUYER and SELLER submit themselves unconditionally and irrevocably to the personal jurisdiction of the _____ courts.

NOTICES - All notices, consents, communications or transmittals under the Transaction Documents shall be in writing and shall be deemed received on the day of delivery if delivered by hand, by nationally recognized overnight courier or delivery service, or by facsimile (with written confirmation of the completed transmittal); or within three (3) business days if mailed by United States mail as certified or registered mail with return receipt, postage prepaid, addressed to the party to whom such notice is given at the address of such party stated in the Transaction Documents.

INDEPENDENT CONTRACTORS - SELLER and BUYER are independent contractors only and are not partners, master/servant, principal/agent or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated under the Transaction Documents or otherwise, and no fiduciary, trust or advisor relationship, nor any other relationship, imposing vicarious liability shall exist between the parties under the Transaction Documents or otherwise at Law.

NO THIRD PARTY BENEFICIARIES - The Transaction Documents is solely for the benefit of SELLER and BUYER, and shall not be deemed to confer upon or give to any third party any right, claim, cause of action or interest herein.

MISCELLANEOUS - These Terms supersede any terms and conditions of previous dates, and if there is a conflict between these Terms and the specific provisions contained in the Supply Transaction Documents, the specific provisions contained in such Supply Transaction Documents shall control. The Transaction Documents may only be amended in a writing signed by all parties to the Transaction Documents. Capitalized terms not defined herein shall have the meanings set forth in the Supply Transaction Documents. The captions and section headings set forth in the Transaction Documents are for convenience only and shall not be used in defining or construction of any of the terms and conditions of the Transaction Documents. Waiver by either party of any breach of the terms and conditions contained herein will not be construed as a waiver of any other or continuing breach. The invalidity or unenforceability of any provision of the Transaction Documents shall not affect the validity or enforceability of its other provisions. If the Transaction Documents is a requirements contract or a partial requirements contract, or if rebates are to be paid, BUYER shall maintain books and records sufficient to document and verify BUYER's purchase obligations and history and shall permit SELLER, during normal business hours, to audit those books and records. No course of dealing, course of performance, or usage of trade shall be considered in the interpretation or enforcement of the Transaction Documents.

[END OF TERMS]