

## TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE SHALL APPLY TO ALL PURCHASE AGREEMENTS OR PURCHASE ORDERS WHICH REFERENCE THESE TERMS AND ALL OTHER PURCHASES MADE BY CYTEC BRASIL ESPECIALIDADES QUÍMICAS LTDA. ("BUYER") UNLESS OTHERWISE AGREED UPON IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER IT MAY NOT BE ADDED TO, MODIFIED OR SUPERSEDED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY A LEGAL REPRESENTATIVE OF BUYER. DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS IN SELLER'S RESPONSES ARE HEREBY OBJECTED TO AND NO SUBSEQUENT CONDUCT BY BUYER SHALL BE DEEMED TO BE AN ACCEPTANCE THEREOF.

1. Seller represents and warrants that all materials, supplies and equipment (herein collectively referred to as "Materials") delivered and services furnished hereunder are and will conform with all applicable laws; that materials, the process by which they are and the use for which they are specifically designed by Seller do not and will not infringe any patent; and that each chemical substance sold hereunder has been reported, if this is the case, to the competent authorities, as determined by law. Seller will defend, indemnify and save harmless Buyer from and against any and all loss, liability and expense by reason of any actual or alleged violation of such laws and any actual or alleged infringement of such patents and Seller shall, upon notification, promptly assume full responsibility for the defense of any suit or proceedings which may be brought against Buyer or any of its companies of the same economic group of Buyer, agents, vendors, employees and/or representatives, by reason of the use or sale of any equipment or processes furnished hereunder (which are not of Buyer's design) for actual or alleged violation of such laws, infringement of patents or trade secrets, or for alleged unfair competition resulting from similarity of design, trademarks or appearance of equipment. Seller further shall indemnify and hold Buyer, or any of its companies of the same economic group of Buyer, agents, vendors, employees and/or representatives harmless from and against any and all expenses, losses, claims, royalties, profits and damages, including court costs and attorney's fees resulting from the bringing of such suit or proceedings or the threat thereof and from any settlement, decree or judgment therein. Buyer reserves the right to control any such suit or proceedings and may be represented by its own counsel in any such suit or proceedings if it so desires. The indemnifications and/or expenses due by Seller to Buyer shall be paid by Seller to Buyer in up to 10 (ten) business days from the receipt by Seller of the written notice from Buyer stating such amounts.

2. In case of default by Seller, Buyer may obtain Materials and services from other sources and hold Seller responsible for any damages occasioned thereby, including but not limited to the positive difference of the price of the Materials and services paid by Buyer from third parties.

3. Seller represents and warrants that materials furnished by it shall (except when otherwise specified on the face of this order) be new and of first grade and that Seller's services will be performed in a skillful and workmanlike manner. Seller represents and warrants that materials are fit for the purpose for which they are

purchased and will meet specifications, if any Seller is responsible for and will make good any defects in workmanship and/or materials covered by its purchase order, which defects become apparent within 12 months from the date of putting same into service. Seller is not relieved of the responsibility imposed by this clause, either as to proper packing, quality of materials or specifications, by reason of acceptance by Buyer. Seller shall provide Buyer a current material safety data sheet ("MSDS") for each material or product supplied to Buyer hereunder on an annual basis or sooner in the event such document has been modified.

4. Materials are subjected to inspection and test by Buyer and ultimate purchase at the plant where they are manufactured. Seller accepts and agrees to receive Buyer at the plant on the date informed by Buyer in up to 48 (forty-eight) hours as from the receipt of the written notice from Seller.

5. If Seller has provided samples or prior supply of materials to Buyer, Seller represents that the process used to manufacture the Materials, including but not limited to the raw materials, testing or quality control and packaging has not changed. If Seller makes a change to any such processes, unless a longer period is required by Buyer's change management process, it shall provide Buyer with a minimum 60 days advance written notice, provided that Buyer may reject the Materials manufactured under such new conditions. In the event of such clause, Buyer may terminate this instrument with just cause, observed clause 17 below.

6. In the event that the Purchase Order concerns a country with which Brazil has a Free Trade Agreement, if Seller manufactures the Materials in such a manner that constitutes merchandise originating in the country at issue, Seller shall furnish certificates of origin covering such Materials, and shall make available to Buyer at Seller's premises, upon reasonable advance notice and during normal business hours, all records supporting the originating status of such Material required to be maintained by Seller.

7. Bills of lading reflecting the information contained in the invoice should be dated and sent to Buyer at the time of shipment. Invoices should be dated and sent any time after the delivery of the materials and a separate invoice must be made for each destination showing point of shipment and how shipped. Invoices bearing transportation charges must be supported with attached original receipted transportation bills and, in the case of consolidated carload shipments must show weight and rate. The payment due date and discount period, if any, shall be calculated from the date of

receipt by Buyer of a correct invoice from Seller. Unless otherwise stated on the face of the Purchase Order issued by Buyer or agreed in a writing signed by an authorized representative of Buyer, payment shall be made observed the relevant legal withholdings, 60 days from the date of Buyer's receipt of a correct invoice.

8. If this purchase order requires Seller to furnish, for a lump sum amount, Materials or services, Seller shall provide Buyer with a breakdown of such amounts.

9. Buyer may set off any amount owed to Seller or any of the companies from its same economic group against any amount payable by Buyer in connection herewith.

10. If the manufacturing, transportation, delivery, receipt or use of any Material or services covered hereby is prevented, restricted or interfered with by reason of any event or cause whatsoever beyond the reasonable control of the party so affected, such party, upon prompt notice to the other party (and, in case Buyer gives such notice, in advance of actual shipment) the defaulting party shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference. At Buyer's option, deliveries so omitted or the services not provided shall be made, upon notice thereof to Seller, in up to 5 (five) business days upon cessation of such contingency. Also, if the event described above lasts for more than 30 (thirty) days, it is agreed between the parties that Buyer is authorized to purchase Materials and have the services rendered by third parties, being Seller obliged to return to Buyer, if this is the case, the amounts paid in advance for the Materials and services which were not delivered or rendered to Buyer.

11. Neither party may assign its rights or delegate its obligations hereunder without the other party's written consent which shall not be unreasonably withheld, except to the assignee of substantially all the assets to which this purchase order relates.

12. If Seller's employee, subcontractors or others under Seller's control perform services hereunder at Buyer's premises or at premises of others, Seller shall maintain and shall require subcontractors, if any, to maintain all the mandatory insurances inherent to their corporate purposes, as well as the following kinds of insurance, with a insurance company duly licensed to provide such types of insurance, with minimum limits: (a) Employer's Civil Liability: the equivalent in the currency at issue to \$1,000,000 (one million Dollars) each accident-disease; (b) Comprehensive General Civil Liability Bodily Injury & Property Damage (includes Products/Completed Operations, with no Contractual Liability Exclusion) - Bodily Injury/Property Damage: the equivalent in the currency at issue to US\$1,000,000 (one million Dollars) per occurrence, the equivalent in the currency at issue to US\$2,000,000 (two million Dollars) annual aggregate; (c) Auto Civil Liability (for owned, non-owned and hired vehicles) – Bodily Injury & Property Damage:

the equivalent in the currency at issue to US\$500,000 (five hundred thousand Dollars) combined single limit per occurrence/annual aggregate. Before commencing to perform such services, Sellers shall furnish insurance certificates as directed by Buyer, satisfactory in form and substance to Buyer, showing the above coverage's, and providing for at least 30 days prior written notice to Buyer by the insurance company of cancellation or modification.

13. If Seller's employees, subcontractors or others acting under Seller's control or instructions perform services at Buyer's premises or at Buyer's direction at premises of others, (i) such persons shall comply with all rules and regulations of such premises and (ii) Seller shall keep materials and the premises on which the work is/shall be done free and clear of all liens for material and labor incident to the performance of Seller's services hereunder.

14. Seller agrees to protect, defend, indemnify and save Buyer harmless from and against any and all expenses, claims, demands or causes of action of every kind and character arising in favor of any person, including employees of both Buyer and Seller, on account of personal injuries or death or damage to property, arising out of, incident to or resulting directly or indirectly from the performance/non-performance by Seller hereunder, in up to 10 (ten) business days from the receipt of the notice by Seller from Buyer in this sense.

15. To the extent this document requires or results in the Seller preparing, writing, designing or composing any written, pictorial, graphic, sculptural, musical or three-dimensional work (such as, but not limited to, reports, manuals, books literature, forms, print, radio and television advertising and promotional material, video tapes, slides, movies and audio-visual materials and computer programs and operating systems), Seller agrees that all worldwide intellectual property rights, including but not limited to copyrights in same, and in derivative works based on same, are the property of Buyer. Depositing payment from Buyer pursuant hereto constitutes written assignment by Seller of such rights to Buyer, and no further amounts will be due by the Buyer for the assignment of such intellectual property rights. Seller agrees to execute without cost any further assignment or other documents requested by Buyer so as to further evidence and confirm Buyer's ownership of all rights therein. Seller warrants that it has obtained from its employees and/or services providers the rights necessary to guarantee the ownership of the Buyer of the intellectual property rights mentioned in this Section.

16. Seller acknowledges that it is Buyer's policy to maintain a drug free work environment for its employees and to discourage alcoholism, and that the presence on the job site of employees of contractor who are under the influence of drugs or alcohol is inconsistent with and a violation of, contractor's

obligation to complete its work in a safe and efficient manner. Accordingly, contractor agrees as follows:

(i) Seller will inform and will not permit or condone its employees, subcontractors and materialmen, or employees of its subcontractors and materialmen bringing any alcoholic beverage or any illegal drug onto any Buyer work site or working while under the influence of alcohol or the intoxicating effects of any drug.;

(ii) Seller will remove from Buyer's work site any of its employees found to be in possession of, or under the influence of any alcoholic beverage or any controlled dangerous substance while on Buyer's work site and will cause its subcontractors and materialmen to take similar action with respect to their employees. Any employee removed from a Buyer work site pursuant to this provision shall not thereafter be allowed to enter a Buyer work site.

(iii) Seller acknowledges the failure to comply with the provisions of this section shall constitute grounds for termination of this contract, for cause. As used herein, Buyer's work site includes not only the portion of Buyer's property on which Seller is performing services hereunder, but also all of Buyer's adjacent property, including other areas of its plant, access roads, parking lot and material storage areas.

17. In the event of termination of this instrument with just cause, Seller shall promptly deliver Buyer the Materials already paid or reimburse Buyer as regards the Materials already paid and not delivered, at the sole discretion of Buyer. The payment mentioned herein shall be made in up to 10 business days from the receipt by Seller of a written notice sent by Buyer.

18. This agreement shall be governed, construed and enforced in accordance with the laws of the Federative Republic of Brazil. In case the parties seek judicial assistance, the Courts of the City of São Paulo, State of São Paulo, Federative Republic of Brazil, shall have jurisdiction. The parties agree to exclude the application of the UN Convention on Contracts for the International Sale of Goods.

If any purchase hereunder is for supplies, materials, or services constituting "commercial items," which will be used in the performance by Buyer of any U.S. Government prime contract or subcontract, Seller agrees to comply with the following FAR clauses: 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS---COMMERCIAL ITEMS, 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS---COMMERCIAL ITEMS, 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS COMMERCIAL COMPONENTS, and corresponding DFARS (for DoD commercial item acquisitions) or other agency regulations specific to commercial item procurements for that agency.

19. Seller represents, warrants, certifies and covenants that: (a) No materials supplied to Buyer have been or will be produced utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of the laws governing minimum working age, minimum wage, hours of service, and overtime in the country of manufacture; (b) Seller will not directly or indirectly pay, offer, give, promise to pay or give, or authorize the payment or giving of any money or anything of value to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with the supply of materials or services hereunder; and Seller will comply with all applicable country laws relating to anti-corruption or anti-bribery, including, but not limited to, legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention"), the U.S. Foreign Corrupt Practices Act, as amended, (FCPA) (15 U.S.C. §§78dd-1, et. seq.), the U.K. Bribery Act 2010 (Bribery Act, 2010, c. 23 (U.K.)), the Brazilian Clean Company Act (Law 12.846/13), and any other applicable country laws relating to anti-corruption or anti-bribery; (c) Seller complies with Section 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank") and its implementing regulations and any other applicable country laws relating to "conflict minerals" (columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives including tungsten, tin and tantalum) mined in the Democratic Republic of Congo or its adjacent countries; (d) Seller has established an effective program to ensure that any suppliers it utilizes to provide any goods or services that will be incorporated into products or services supplied hereunder will be in conformance with the requirements of 7(a) (i) to (xii) of Dodd-Frank cited above; (e) No materials supplied hereunder will contain any conflict minerals mined in the Democratic Republic of Congo or its adjacent countries unless Seller certifies that such conflict minerals are conflict-free; and (f) From time to time, at Buyer's request, Seller shall provide certificates to Buyer relating to compliance with any applicable legal requirements, including those listed in Section 7(a) of Dodd-Frank.