

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 Chile Limitada ("**Buyer**") unless otherwise agreed upon in writing, signed by an authorized representative of Buyer (hereinafter the "**Purchase Order**") This document may not be added nor modified except by a written instrument signed by an authorized representative of Buyer. Any difference or addition to these terms and conditions to be included 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 delivered and services furnished hereunder (herein all materials, supplies and equipment collectively referred to the "**Materials**" and the services related thereto, which are to be provided by Seller as "**Services**") will always conform with all applicable laws; that Materials, the process by which they are made and the use for which they are specifically designed by Seller will not infringe any registered patent; and that each chemical substance sold hereunder complies with the requirements of the Chilean Environmental Authorities, as well as with applicable laws and regulations. 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 subsidiaries, affiliated companies, agents or vendors by reason of the use or sale of any Materials or Services provided 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 material. Seller further shall indemnify and hold Buyer, its subsidiaries, affiliated companies, agents and vendors 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.

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.

3. Seller represents and warrants that Materials furnished by it shall (except when otherwise specified on the face of this Purchase 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 shall be responsible for and will make good any defects in workmanship and/or Materials covered by this Purchase Order, which defects may appear 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.

4. The execution and volume of Materials remittance shall be subject to the instructions set forth in the Purchase Order within the specified term. No additional expenses may be charged on account of storage, packing or for any other service or concept, unless expressly accepted by Buyer.

5. In the event of failing to comply with the delivery terms agreed hereunder, Buyer reserves the right to rescind the Purchase Order or to receive or accept the Materials, as the case may be, and Seller agrees to pay for expenses and damages resulting from Seller's failure.

6. Materials are subject to inspection and test by Buyer and its end customer at the plant where they are manufactured.

7. 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, Seller shall provide Buyer with a minimum of 60 calendar days advance written notice to time when the change thereof will become effective.

8. In the event that the Purchase Order identifies Chile as Buyer's source location or another country with which Chile has a Free Trade Agreement, Seller shall manufacture the Materials in such a manner that all Materials sold to Buyer under this Purchase Order will constitute Chile originating merchandise or originating merchandise as defined under the applicable Free Trade Agreement. Seller shall furnish certificates of origin covering all such Materials, and shall make available to Buyer at Seller's premises, upon reasonable advance notice given by Buyer and during normal business hours, all records supporting the originating status of such Material required to be maintained by Seller.

9. Buyer's representatives shall be entitled to visit, at any time and without prior notice, Seller's plants and facilities, as well as to inspect and test the

manufacturing processes, used materials, manual labor and materials, even during the manufacturing term. Seller agrees to allow Buyer's representatives free access to its plant and facilitates without any restriction.

10. Seller represents and warrants that the sale of Materials and the rendering of Services subject matter hereof shall be carried out with the personnel hired by Seller, accordingly all obligations or responsibilities that may exist between Seller's employees and contractors shall be its exclusive responsibility.

11. Bills of lading showing full routing, car numbers, etc. should be dated and mailed at the time of shipment. Invoices should be dated and sent any time after the delivery of the Materials or performance of the Services and a separate invoice must be issued 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 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 Purchase Order issued by Buyer or agreed in a writing signed by an authorized representative of Buyer, payment shall be made Net 60 days from the date of Buyer's receipt of a correct invoice.

12. Neither delivery of Materials or of invoices shall be accepted, except when covered by a written Purchase Order.

13. If this Purchase Order requires Seller to furnish, for a lump sum amount, Materials or Services, Seller shall furnish Buyer with the analysis and breakdown of such amount, that Buyer may reasonably require.

14. Seller hereby agrees to become jointly and severally liable on any debt owed by any of its affiliated companies, payable by Buyer in connection herewith. Buyer may set off any amount owed to Buyer or any of its affiliated companies from Seller or any of its affiliated companies against any amount payable by Buyer in connection herewith.

15. The risk of the Materials shall be assumed by Buyer only when same are delivered by Seller and received and accepted by Buyer.

16. If the manufacture, transportation, delivery, receipt or use by either party 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), shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference but, at Buyer's option, deliveries so omitted shall be made, upon notice thereof to Seller, upon cessation of such contingency.

17. 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.

18. If Seller's employees, subcontractors or other 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 contract and maintain the insurances with minimum coverage as set forth below in US Dollars or its equivalent in Chilean Pesos:

- (i) Employer's liability \$500,000 each accident-disease
- (ii) Contractor's comprehensive general bodily injury \$250,000 each person, liability (including contractual liability \$1,000,000 each occurrence), and, if subcontractors are employed, Property damage \$500,000 each occurrence contractor's protective liability)
- (iii) Automobile public liability bodily injury \$250,000 each person, (including hired automobiles \$500,000 each occurrence, and non-ownership liability) Property damage \$100,000 each accident.

Before commencing to perform such Services or to deliver the Material, Seller shall furnish insurance certificates as directed by Buyer, satisfactory in form and substance to Buyer, showing the above coverage and including the obligation of the insurance company to give notice to Buyer at least thirty days in advance of any cancellation or modification thereof.

19. If Seller's employees, subcontractors or others under Seller's control perform services at Buyer's premises or at Buyer's direction at premises of

others, (i) such persons shall comply with all safety rules and regulations of such premises and (ii) Seller shall keep Materials and the premises on which the work is done free and clear of all liens for material and labor incident to the performance of Seller's services hereunder.

20. Seller will provide the Services and Materials set forth herein, through its own personnel, directly employed by Seller, and Seller represents and warrants that there shall not exist any labor or employment relationship between Seller's employees and Buyer. Neither party shall act as agent, employee or representative of the other. 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 brought forth against the Buyer, its affiliated and related companies, its directors, managers, employees and agents resulting directly or indirectly from the performance of the Services or provision of the Materials by Seller hereunder.

21. 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 (including, 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 copyright rights in same, and any derivative works based on same, are the property of Buyer.

22. Depositing payment from Buyer pursuant hereto constitutes written assignment by Seller of such ownership rights to Buyer, and 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.

23. Seller hereby recognizes that as result of its relations with Buyer, Seller shall have access to confidential information ("**Confidential Information**"), whereby Seller agrees not to disclose to third parties said information nor to use same for any other purpose than the one subject matter hereof. Seller shall restrict the use and access to the Confidential Information to its employees and contractors who are expressly required to accomplish Seller's obligations hereunder. This confidentiality obligation shall continue after the termination of the relationship between the parties.

24. Seller acknowledges that it is Buyer's policy to maintain a drug and alcoholism free work environment for its employees, and therefore, the presence on the job site of employees of Seller who are under the influence of drugs or alcohol would be inconsistent with said policies, and a violation of Seller's obligations to complete its work in a safe and efficient manner. Accordingly, 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.

25. 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. Any employee

removed from Buyer's work site pursuant to this provision shall not thereafter be allowed to enter Buyer's work site.

26. Seller acknowledges that 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 lots and material storage areas.

27. In the event any of the purchase conditions hereof may be nullified for any reason, the validity of the remaining conditions and clauses shall not be affected.

28. Both parties agree that in the event of any controversy or legal action regarding this Purchase Order, the laws and jurisdiction of the competent courts of Chile shall apply. This Purchase Order is executed in both the English and Spanish language, however, in the case of doubt as to the proper interpretation or construction thereof, the Spanish text shall prevail. The parties agree to exclude the application of the UN Convention on Contracts for the International Sale of Goods.

29. 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.)), 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 Materials 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.