

## **SOLVAY's General Sales Terms and Conditions**

**1. Price and Taxes** - Products shall be priced at the price applicable hereunder on the date of shipment by Seller. Any tax, excise (manufacturer's or otherwise), fee, duty (import or export), assessment, or other charge which is imposed by any governmental authority upon the Products, transactions, and/or services contemplated hereunder (including the delivery, sale, use, production or consumption of the Products or privilege of doing any of the same), and/or which is imposed on or measured by the price of the Products or the proceeds of sale hereunder, and/or which is incurred by Seller in connection with the Products sold hereunder due to any governmental action concerning the regulation, control or limitation of greenhouse gases (each a "Tax"), shall be added to the price or prices set forth herein and shall be paid by Buyer or be reimbursed by Buyer to Seller in the event Seller may be required to pay any such Tax, unless said price or prices specifically state that they include any such Tax.

**2. Purchase and Shipments – (a)** Unless otherwise expressly agreed in this Agreement, Product shipments shall be made in approximately equal monthly quantities, provided that Seller reserves the right to limit monthly deliveries to the prorated estimated or minimum quantity provided for in this Agreement. Buyer shall submit written purchase orders to Seller specifying shipping instructions and desired quantities and delivery dates for Products, which purchase orders shall be subject to Seller's written acceptance. A time or date stated for delivery is an estimate only. Each Product shipment shall constitute a separate and independent transaction and Seller shall be entitled to be paid in full by Buyer for each such shipment without regard to any other: **(b)** Unless Buyer is purchasing Product(s) as an authorized Seller distributor or reseller, all purchases of Product(s) shall be used by Buyer solely and exclusively for further manufacturing, excluding the manufacture of biomaterials, and Buyer shall not resell or distribute the Product(s) to any third party in violation of such obligation; **(c)** If Buyer is an authorized Seller distributor or reseller of the Product(s), Buyer will not (i) resell the Product(s) to any party which engages in research concerning, or the production of, any military devices, armaments, or instruments of warfare of whatever type or form without having previously received Seller's written permission, or (ii) repackage the Product(s) from that provided by Seller or change or remove Seller labels without having previously received Seller's written permission; **(d)** Buyer shall unload and properly return any transportation equipment furnished by Seller as promptly as possible, and any demurrage or detention charges payable to Seller's transportation carrier which is not caused by fault of Seller shall be for the account of, and payable by, Buyer. Buyer will bear all risk of loss and damage to such transportation equipment while the equipment is located on Buyer's property or the property owner at any Buyer designated delivery location. If Seller's containers are furnished for shipment hereunder, all returnable containers are Seller's property and shall be used by Buyer only for proper storage of Seller's Product originally delivered therein and returned by Buyer within two (2) months of receipt to Seller's shipping point in good condition. Buyer shall make a deposit as security for the return of such containers, equal to Seller's current deposit charge therefor at the time of shipment, which deposit shall be credited to Buyer's account subject to Buyer's compliance with its return obligations or retained by Seller in addition to any other rights available to Seller if Buyer has not so

complied with such obligations; **(e)** Unless otherwise expressly specified in the Agreement, Buyer shall take title to, and shall bear all risk of loss of, the Product(s) when they are loaded to the carrier at the shipping point and at all times during transit; **(f)** Freight charges incurred by Seller which are to be reimbursed by Buyer will not be adjusted for any allowances or payments Seller may receive from the carrier, including those for supply of equipment, or performance of services; **(g)** Buyer shall reimburse Seller for all reasonable costs and expenses incurred by Seller in providing any communication and emergency response system services in connection with Product sold hereunder, except to the extent that such services are required due to Seller's breach of this Agreement or Seller's negligence; and **(h)** for Composite division (formerly Cytec) Product sales, Seller will be entitled to an operational tolerance of plus/minus ten percent (10%) of any fixed quantity agreed with Buyer, and Buyer will be obligated to purchase and pay for such quantity.

**3. Credit Terms** – Payment is due thirty (30) days from the date of Seller's invoice. If a payment due date falls on a weekend or a holiday, payment is due on the first banking day prior. Credit terms are subject to change at any time by Seller in its sole discretion. The representations, warranties and agreements of Buyer in any application for credit from Seller are hereby incorporated by reference. Seller reserves the right to suspend further deliveries upon failure of Buyer to make any payment when due pursuant to this or any other agreement with Seller. Additionally, if, in the judgment of Seller, Buyer's financial responsibility becomes impaired, however evidenced, Seller may, among other remedies, refuse to deliver prior to Seller's receipt of payment in full from Buyer, or receipt of a letter of credit or other form of credit support or security acceptable to Seller in its sole discretion. Any delinquent or overdue invoices shall be subject to a finance charge of two percent (2%) per month or the maximum rate allowed by law, whichever is less.

**4. Claims** - Shipper's shipping weights shall be conclusive of Product shipment quantity unless proven to be erroneous by more than five percent (5.0%) from the amount stated in the relevant shipping documentation. Buyer's receipt at Buyer's destination of Product(s) delivered hereunder shall be an unqualified acceptance of, and waiver by Buyer, of any and all claims with respect to such Product(s) unless Seller receives written notice of such claim within thirty (30) days after Buyer's receipt or, in case of non-delivery, within thirty (30) days after the agreed date for delivery. In addition, legal proceedings concerning any cause of action accruing to Buyer and relating to this Agreement must be commenced within two (2) years after the date of such accrual, failing which Buyer will be deemed to have waived any and all claims with respect thereto.

**5. Limitation of Liability; Indemnity** - Buyer's exclusive remedy for any cause of action against Seller associated with this Agreement shall be limited to the recovery of monetary damages or, if requested by Buyer and agreeable to Seller in its discretion, the delivery of replacement Product, whether such cause of action is based on contract, warranty, negligence, strict liability, or otherwise, and such monetary damages shall not exceed the purchase price applicable hereunder to the Product(s) to which the

cause of action relates. SELLER SHALL IN NO EVENT BE LIABLE TO THE BUYER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOST GOODWILL, LOST PROFITS, INCREASED MANUFACTURING COST, OR BUSINESS INTERRUPTION, REGARDLESS OF THE FORM OR BASIS OF BUYER'S CAUSE OF ACTION. Buyer shall defend, indemnify and hold harmless Seller, Seller's affiliates, and their respective officers, employees, agents and representatives from any and all claims and liabilities that arise as result of Buyer's handling, storage, use or disposal of the Product(s) sold hereunder, except to the extent that any such claim or liability results from Seller's breach of its Product quality warranty hereunder or Seller's willful misconduct.

**6. Force Majeure; Allocation – (a)** In the event that a party's performance of any of its obligations hereunder (except for the payment of money) shall be delayed or prevented because of reasons which are not within such party's control, including without limitation compliance, whether voluntary or obligatory, with any law, decree, request or order of any governmental agency or authority, riots, war, terrorism, acts of sabotage, public disturbances, strikes, lockouts, differences with workmen, fires, floods, hurricanes, tornadoes, acts of God, mine collapse, accidents of navigation, breakdown of machinery or failure of transportation or transportation facilities, lack of access to roads, inability to obtain raw materials, fuel, power, labor, containers or transportation facilities (each a "force majeure event"), then such party shall be excused from liability for failure to perform such obligations caused by any such force majeure event. Quantities of Product(s) that are not delivered hereunder due to a force majeure event shall be deducted from the quantity of the relevant Product(s) that must be sold and purchased hereunder. If Seller is affected by a force majeure event, Seller will not be obligated to purchase or otherwise source replacement supplies of Product(s) for sale to Buyer hereunder from suppliers and/or manufacturing facilities different from those through which Seller obtained such Product(s) prior to the occurrence of such force majeure event. Notwithstanding anything to the contrary herein contained, the settlement of strikes or labor controversies shall remain within the sole discretion of the party so affected; **(b)** If for any reason shortages occur in Seller's supply of Product, Seller may allocate its available supply on such basis as is fair in Seller's reasonable judgment, without liability for any failure of performance which may result therefrom, taking into account factors Seller determines to be relevant, in its discretion, which may include the needs of regular customers not then under contract and the needs of Seller and its affiliates for further manufacture.

**7. Governing Law** - The formation of this Agreement and the rights and obligations of the parties hereunder will not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods, as amended, but shall be exclusively governed by and construed in accordance with the laws of the State of Delaware, U.S.A. expressly excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.

**8. Compliance with Export Regulations** - Buyer acknowledges that all Products sold by Seller and any documentation and other technology of Seller are subject to applicable export control and sanction laws, regulations and orders. Buyer agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations (EAR) maintained by the U.S. Department of Commerce, trade and economic sanctions regulations maintained by the Treasury Department's Office of Foreign Assets Control (OFAC), and the International Traffic in Arms Regulations (ITAR) maintained by the Department of State. Buyer agrees to indemnify Seller (including its officers, directors, employees and agents) for any fines, penalties, claims, losses, damages, costs (including legal costs), expenses and liabilities that may arise as a result of Buyer's breach of this provision.

**9. Warranties** - The Seller represents and warrants that the Product(s) sold hereunder shall meet Seller's standard specifications for such Product(s) in effect at the time of manufacture or, if applicable, the particular specifications expressly agreed to in writing under the terms of this Agreement. SELLER MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER. Determination of the suitability of the Product(s) sold hereunder for the uses and applications contemplated by Buyer is the sole and exclusive responsibility of Buyer. BUYER ASSUMES ALL RISK AND LIABILITY FOR ALL LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, INCLUDING WITHOUT LIMITATION POLLUTION, ENVIRONMENTAL DAMAGE AND RESTORATION OR REMEDIATION LIABILITY, RESULTING FROM (I) THE USE OF SAID PRODUCT, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES, OR (II) THE STORAGE HANDLING AND DISPOSAL OF THE PRODUCT. All technical advice and recommendations of Seller rendered to Buyer, if any, are intended for use by persons having the appropriate education and skill, and Seller shall not be liable for any use or non-use of such advice and/or recommendations.

**10. Termination** - If Buyer is in default with respect to any terms or conditions of this Agreement, then, in addition to any other legal remedy available to Seller, Seller may, at its option, defer further shipments hereunder until such default be remedied (in which event Seller may elect to extend the term of this Agreement for a time equal to that for which shipments were so deferred), or, Seller may by written notice terminate the Agreement without prejudice to its rights. In addition to the foregoing, Seller may, at its option and by written notice, terminate the Agreement without prejudice to its rights if (a) Buyer becomes insolvent or bankrupt, (b) under any applicable law, rule, regulation or order, Buyer is or becomes a sanctioned person or entity or any country or place where Product(s) are delivered hereunder is or becomes a barred destination, (c) there is any change in ownership or control of Buyer, (d) any regulation, order or decree is imposed that regulates or impact on the prices that may be charged by Seller or (e) Seller reasonably believes that the Product sold to Buyer is being used in an unsafe manner. If any provision hereof is, or becomes, violative of any law, or rule, order or regulation

issued thereunder, Seller shall have the right, upon notice to Buyer, to cancel such provision, without effect upon the other provisions, or to cancel this Agreement in its entirety, in each case effective upon issuance of written notice to Buyer.

**11. Federal Contractor** - The Equal Opportunity Clause required by Executive Order 11246, as amended (41-CFR 60-1,4), the Employment Assistance to Veterans Clause required by Executive Order 11701 (41 CFR 60-250,4) and the Employment of the Handicapped Clause required by the Rehabilitation Act of 1973 (41 CFR 60- 741,4) are part of this Agreement and binding upon Buyer unless exempted by rules, regulations or orders of the Secretary of Labor. Unless exempted by rules, regulations or orders of the Secretary of Labor, **Seller and Buyer shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.** Furthermore, unless exempted by rules, regulations or orders of the Secretary of Labor, **Seller and Buyer shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.** The word "Contractor" in the above regulations and clauses shall mean Seller, as applicable.

**12. Miscellaneous Terms** - This Agreement contains the entire understanding between Buyer and Seller concerning the subject matter hereof, to the exclusion of any other agreement, understanding, representation or warranty. This Agreement may only be amended or modified by writing signed by both parties, and without limiting the foregoing, will not be changed amended or modified by Seller's acceptance of any purchase order issued by Buyer and containing inconsistent or supplemental terms or conditions, and all such terms set forth in Buyer's purchase orders or similar documents are hereby rejected by Seller. This Agreement shall be binding, and shall inure solely to the benefit of the parties and their respective successors and permitted assigns. Waiver by either party of any breach, or failure to enforce any of the terms and conditions of this Agreement at any time, shall not in any way affect, limit, or waive the right of that party thereafter to enforce this Agreement and compel strict compliance with every term and condition hereof. This Agreement may not be assigned, in whole or in part, by Buyer without the prior written consent of Seller. Seller may assign this Agreement without Buyer's consent to any affiliate of Seller or to a company or other entity acquiring all or substantially all of Seller's business to which this Agreement relates. The English version of this Agreement shall govern and control any translation of this Agreement into another language.

*(Dated: September 2018)*