

**EMS-CHEMIE (North America) Inc.
Business Unit EMS-GRIVORY America**

General Terms and Conditions of Sales

1. Conclusion of Contract

The goods to be supplied will be exclusively defined and agreed in the contract.

A contract is only concluded/valid following confirmation of purchaser's order by EMS-CHEMIE (North America) Inc. (the "supplier") in writing. With confirmation of the order, purchaser recognizes these general sales terms and agrees to be bound by them. In any contract providing for supply of goods to a purchaser, only these general sales terms apply. No conflicting purchaser specific requirements or other terms and/or conditions, especially purchaser's general terms and conditions, form any part of the contract, unless their applicability is expressly agreed to in writing by supplier. Subsequent changes are only valid with supplier's written agreement. Samples constitute a non-committal average delivery form of the goods and in no event constitute confirmation of an order.

2. Selling Prices

Unless otherwise agreed in writing, the sales prices shall be understood to be in U.S. Dollar (USD/kg), exclusive of packing, Carriage and Insurance paid to the delivered location (CIP) in the domestic U.S., as per definitions of Incoterms 2010. Prices shall be based on the applicable factors/rates at the time of conclusion of the contract (material price, wage, freight, customs' duty and other rates). Should any factors/rates change by any appreciable amount to supplier's disadvantage, for example as the result of official measures, supplier shall be entitled to adapt its prices accordingly within the limits allowed pursuant to the laws applicable to this contract.

The Prices shall be understood to be exclusive of any taxes or other charges to be levied on the Prices - in compliance with the law and regulations - by any tax authorities or other government agencies in supplier's or purchaser's country.

3. Retention of Title

The goods delivered remain the property of supplier and may be demanded back from purchaser at purchaser's costs at any time until the purchase price has been fully paid. Purchaser agrees to execute all documentation and perform all actions required under applicable law to protect the rights of supplier under this section. If in purchaser's country the property may not remain with supplier until the purchase price has been fully paid, purchaser will provide other equivalent security on supplier's request.

4. Delivery / Force Majeure

Delivery dates and/or periods shall be considered approximations only, unless otherwise agreed in writing, and will not be binding as to supplier's delivery obligations. In case of delay, purchaser must give supplier written notice asking for performance within an appropriate time and only then supplier's failure to then deliver shall give rise to supplier's default.

No liability shall result for supplier from delay in performance or non-performance caused by circumstances which are beyond its control or unforeseeable at the time of conclusion of this contract such as, but not limited to, natural disasters, strikes, lock-outs, shortages of energy or raw materials, disruption of transport or official measures, delays of sub-suppliers, as well as by circumstances rendering performance uneconomic for the foreseeable future. Such circumstances shall release supplier from its obligation to supply for the duration of such circumstances including its after-effects without subjecting it to any obligation to deliver at a later date. Such circumstances shall entitle supplier to terminate this contract wholly or partially and shall not entitle purchaser to damages of any kind or nature.

5. Warranty

Supplier warrants to purchaser that the goods supplied hereunder will be delivered in accordance with the product description whereby it is understood, that such warranty shall cover only first quality goods but not lower grade or special offer goods. The warranty period will be 8 (eight) weeks from the date of delivery thereof (hereinafter "Warranty Period"), provided that the goods in question have been stored and used in accordance with ordinary industry practices and conditions. Purchaser must inspect the goods upon delivery. Purchaser shall in writing notify supplier within 14 (fourteen) days upon such delivery of any defect which can be determined in the course of a customary examination of any of the goods delivered by supplier to purchaser hereunder; otherwise the goods are deemed accepted. As to other defects, supplier must be notified in writing within 14 (fourteen) days upon detection of the defect and in any event within the Warranty Period (any claim for defective product not brought to supplier's attention in writing within the Warranty Period is barred). The sole and exclusive liability of supplier shall be to make up shortages as to agreed quantity of the goods in question and moreover at the sole discretion of supplier either take back or replace the goods or grant purchaser an adjustment of the purchase price, provided the defect is not due to purchaser's fault. In any event, purchaser may not return any goods without supplier's approval. If purchaser fails to notify within 14 (fourteen) days upon delivery or as far as latent defects are concerned within 14 (fourteen) days upon detection and in any event within the Warranty Period, the goods shall be deemed acceptable for use. In case the goods are replaced, the warranty period shall be extended but only for a period, which is no longer than 16 (sixteen) weeks from the date of initial delivery.

The foregoing expressed warranties are not transferable and are in lieu of any other warranty by supplier with respect to goods furnished hereunder. Supplier grants no other warranty and makes no other representation, either express or implied with respect to the goods. **Supplier expressly disclaims all warranties of merchantability and fitness for a particular purpose.** In any event, goods are deemed to conform to the contract, despite minor discrepancies in appearance and characteristics due to conditions of raw materials and manufacture.

6. Terms of Delivery

Unless otherwise agreed in writing, delivery terms shall be CIP (Carriage and Insurance Paid To) in the domestic U.S, as per Incoterms 2010. Should dispatch be delayed or prevented through no fault of supplier, the goods will be kept in storage at the cost and risk of purchaser.

7. Weights

All quantities and weights agreed upon shall be accepted with a tolerance of +/- 10%. Unless an official weighing is expressly required, the weight, as determined by supplier, shall serve as basis for calculating the selling price.

8. Late Payments

Payments are due as specified in the contract. Should purchaser fall into arrears in timely fulfilling its payment obligations, supplier shall be entitled to charge interest on any past due balance at a rate of 1.50% per month (18.0% per annum) and to suspend further deliveries - even those in transit - and to cancel any periods of grace granted in respect of payment for past deliveries.

In case of doubt concerning the solvency of, or performance by, purchaser, especially where there are arrears in payment, supplier may require that further deliveries be made only against pre-payment or on such other terms as supplier in its sole discretion may deem appropriate.

Should purchaser fall into arrears or otherwise default in its obligations under the contract, supplier shall also be entitled to termination of the contract with immediate effect and without further notification and further obligations whatsoever.

In the event purchaser defaults on payment, buyer shall be liable for all collections costs occurred by supplier including, but not limited to, reasonable attorney fees and costs of collection.

9. Supplier's Advice to Purchaser

Supplier may advise purchaser to the best of its knowledge on the basis of research work and experience. However, any data and information provided by supplier with respect to the suitability and application of the goods is without warranty, non-binding and shall not release purchaser from conducting its own tests and trials. Purchaser assumes the risk associated with relying on such advice and releases Supplier therefrom. Purchaser shall be responsible for complying with laws and regulations when using supplier's goods.

10. Limitation of Liability

Notwithstanding anything provided for to the contrary in the contract/general sales terms and to the fullest extent permitted by law, supplier shall only be liable to purchaser for loss incurred in connection with the contract upon proof of supplier's gross negligence or intentional conduct and total liability shall be limited to the purchase price under the contract and there shall be no liability for any special, indirect or consequential or incidental damages or losses such as but not limited to loss of revenue, loss of profits, loss of use, loss of capital, loss of production or costs connected with interruption of operation.

11. Partial Invalidity

If any provision of the contract or the application thereof to any person or circumstances, to any extent, is invalid or unenforceable, the remainder of the contract and the application of such provision to persons or circumstances other than those held invalid or unenforceable should not be affected. The parties shall replace any such provisions with applicable and legally valid provisions, which achieve the same purpose as the original purpose of the provisions being replaced.

12. Place of Performance, Jurisdiction and Applicable Law

The place of performance and jurisdiction for all disputes arising out of, or in connection with this contract shall lie with the courts of competent jurisdiction at the place of supplier in the State of South Carolina, and the purchaser consents to the jurisdiction of the courts of South Carolina with respect to any dispute hereunder.

This contract shall be governed by the laws of the State of South Carolina without regard to the principles of conflict of laws and to the exclusion of the UN Convention on Contracts for International Sale of Goods.