

## GENERAL TERMS AND CONDITIONS OF SALE

**1. ENTIRE AGREEMENT.** These General Terms and Conditions of Sale and any Seller's Credit Application signed by Buyer (collectively the "Agreement") constitute the final expression of the agreement between Buyer and Seller with respect to the subject matter hereof and a complete, fully integrated and exclusive statement of their agreement in this regard and there are no understandings, agreements, covenants, representations or warranties of any kind, express or implied, not expressly set forth herein. No provision of any purchase order or other document issued by Buyer shall alter or add to the terms of this Agreement, and any such provision shall be void and of no effect. No modification of this Agreement by Buyer will be binding unless it is in writing and is signed by an authorized representative of Seller, and no modification of this Agreement shall be effected by the parties' course of dealing, usage, or trade custom. By taking delivery of any product from Seller ("Products"), Buyer shall be conclusively deemed to have accepted and assented to these General Terms and Conditions of Sale. In the event that Buyer and Seller engage in any electronic transactions, including, but not limited to, electronic data interchange or facsimile exchanges, such electronic exchanges shall be considered as valid and legally binding and shall be subject to these General Terms and Conditions of Sale.

**2. SEPARATE TRANSACTIONS.** Each shipment shall constitute a separate and independent transaction and Seller may recover for each such shipment without reference to any other. If Buyer is in default of any term or condition of this Agreement, Seller may at its option, without waiving its right to terminate this Agreement, defer further shipments hereunder until such default is remedied (in which event Seller may elect to extend the term of this Agreement for a period of time equal to the period of time during which shipments were so deferred), or, in addition to any other right or remedy at law or in equity, Seller may decline further performance of this Agreement. Seller may furthermore delay or refuse to ship Products to Buyer if Buyer delays delivery or if in Seller's opinion the sale of Products may result in an environmental, health or safety danger or hazard. It, in the judgment of Seller, the financial responsibility of Buyer shall at any time become impaired. Seller may cancel any unfiled orders and/or decline to make further deliveries under this Agreement except upon receipt, before shipment, of payment in cash or satisfactory security for such payment.

**3. PRODUCTS RETURNS.** No Products sold hereunder shall be returned to Seller without Seller's prior written permission. Approved Product returns shall be subject to a restocking charge equal to 25% of the then current sale price FOB Seller's warehouse as indicated in the Product return approval, with return freight charges for Buyer's account. For Products that cannot be returned, Seller may, in its discretion, provide Buyer with assistance on regulatory issues, disposal options and cost estimates.

**4. WARRANTIES.** 4.1 Subject to clauses 4.2, 4.3 and 4.4, Seller will replace, if necessary any Product that does not meet the specifications (if any) provided by Buyer, of if none, the manufacturer's specifications. Seller may, at its sole option, elect to credit Buyer for the purchase price of any defective Products in lieu of replacement 4.2 Replacement of, or credit for, defective Products is subject to and conditional upon: (a) Buyer's account with Seller being current and in good standing; (b) receipt of written notice from Buyer within seven (7) days of delivery of any Product that does not meet specifications; (c) provision of independent evidence satisfactory to Seller that the Product does not meet specifications; (d) the provision of a sample of the Product to Seller for testing; (e) proper storage of the Product in accordance with Seller's or manufacturer's instructions; (f) decontamination of storage receptacles in accordance with statutory regulations and use of best practices prior to placing any Products in the receptacle; and (g) use of the Products for their intended purpose. 4.3 This Warranty excludes damage to or alteration of Products arising from circumstances outside the control of Seller, including, without limitation, mixing of other chemicals or products. 4.4 Buyer agrees to use the Products in accordance with: (a) any instructions provided to it by Seller from time to time; (b) all federal, state, and local laws and regulations governing the storage, use, and maintenance of the Products; and (c) best industry practices. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.** Determination of the suitability of the Products supplied hereunder for the uses and applications contemplated by Buyer and others shall be the sole responsibility of Buyer. The warranty in clause 4.1 constitutes Buyer's sole remedy and Seller's sole obligation with respect to Products furnished hereunder.

**5. CLAIMS.** No claim shall be allowable after any Product has been processed in any manner, and all claims on account of defect in quality, or loss of, damage to, or shortage in quantity of, the Products shall be deemed to be waived by Buyer unless made in writing within seven (7) days from the date of receipt at destination. No action, regardless of form, arising out of the sale or delivery of Products hereunder, may be commenced by Buyer more than one (1) year after the occurrence of the event giving rise to such cause of action.

**6. LIMITATION OF LIABILITY; Limitation of Damages; Remedies BUYER ASSUMES ALL RISKS AND RESPONSIBILITY RESULTING FROM THE HANDLING, USE, STORAGE, OR RESALE OF THE PRODUCTS, WHETHER USED SINGLY OR IN A COMBINATION WITH OTHER PRODUCTS. SELLER ASSUMES NO OBLIGATION OR LIABILITY FOR THE TECHNICAL ADVICE GIVEN BY SELLER WITH REFERENCE TO THE USE OF THE PRODUCTS OR THE RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IS GIVEN AND ACCEPTED AT BUYER'S SOLE RISK. BUYER WAIVES ALL CLAIMS AGAINST SELLER FOR CONSEQUENTIAL DAMAGES, LOSS OF OR DAMAGE TO GOODWILL, LOSS OF PROFITS OR BUSINESS OR ANY OTHER DIRECT, INDIRECT, SPECIAL INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OR HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, AND BUYER AGREES TO DEFEND, INDEMNIFY AND HOLD SELLER ITS SUBSIDIARIES, AFFILIATED COMPANIES AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS (COLLECTIVELY "SELLER GROUP") HARMLESS AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITY, COSTS AND EXPENSES ARISING OUT OF SUCH USE, HANDLING, STORAGE OR RESALE. BUYER'S EXCLUSIVE REMEDY AND SELLER GROUPS TOTAL LIABILITY WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE IN CONNECTION THEREWITH SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH SUCH CLAIM IS MADE. BUYER HEREBY SPECIFICALLY WAIVES ALL OTHER RIGHTS, IF ANY, TO INDEMNIFICATION BY SELLER WHICH MAY BE AVAILABLE AT LAW, INCLUDING INDEMNIFICATION UNDER STATE, FEDERAL, OR COMMON LAW.**

**7. SAFETY.** 7.1 Buyer acknowledges that there may be hazards associated with the possession and use of the Products and its containers and shall assume all liability resulting from, or in any way connected with, their possession, transportation, handling, resale or use or their suitability for any particular use. Buyer acknowledges the hazardous nature of the Products, and that it has a duty to warn, protect and train as appropriate all persons who may be exposed to these hazards. Buyer also acknowledges that Seller has provided it with appropriate Material Safety Data Sheet(s) ("MSDS"). Upon request of Buyer, Seller shall supply Buyer with additional MSDS. Buyer understands that the Products must not be handled or used without first consulting the MSDS. Buyer shall ensure that all of its employees and all other persons who might become exposed to the Products receive and refer to copies of the MSDS. 7.2 In the event that Seller elects to respond to an emergency involving Products sold by Seller, Buyer hereby consents to, and releases Seller Group, from liability for, any actions Seller Group may take or fail to take in connection with such an emergency. Buyer furthermore agrees to defend, indemnify, and save Seller Group harmless from and against all losses, damages, injuries, liabilities, actions, claims, or proceedings of whatever nature, arising directly or indirectly in connection with such emergency, whether or not based on Seller Group's acts or omissions.

**8. RETURNABLE CONTAINERS.** Buyer acknowledges that all returnable containers shall remain the property of Seller and shall not be used by Buyer for purposes other than the storage of Products delivered therein by Seller. Buyer undertakes to return such containers to Seller promptly when empty, but in no event later than ninety (90) days from the date of delivery. Buyer shall pay Seller's container deposit charges, as established by Seller from time to time, and shall remit the amounts of such charges when making payment for the Products delivered therein. Container deposit charges shall be refunded to Buyer upon return of the containers provided they are returned to Seller in good and reusable condition (normal wear and tear excepted) within ninety (90) days of the date of delivery and have been used only for storage of the original contents. If returnable containers are not returned in such condition within ninety (90) days of delivery, the deposit shall be forfeited and retained by Seller. In addition to the forfeiture of the deposit, Buyer shall be liable to Seller for an amount equal to the difference between the deposit and the replacement value of any returnable container that is not returned to the Seller. Buyer accepts sole responsibility for the disposal of any non-returnable containers in accordance with applicable law. Buyer agrees to defend, indemnify, and save Seller Group harmless against any claim, loss, damage, liability, cost, or expense arising from Buyer's handling, use, storage, or disposal of any returnable container.

**9. DELIVERY.** 9.1 Unless otherwise agreed in writing by Seller: (a) all prices are net, FOB carrier, Seller's warehouse; and (b) title to and risk of loss of the Products shall pass to Buyer at F.O.B. point. Seller is not responsible for any loss, damage, or delay that may occur after Products have been accepted for shipment by the carrier. Claims for shipping damages must be made directly with the carrier. Applicable taxes, duties, foreign exchange, and other charges shall be calculated at the rate in effect at the time of transfer of title to Buyer. 9.2 The Buyer shall cooperate fully with Seller's efforts to deliver Products, and shall be appropriately prepared to safely and promptly receive Products when delivered. 9.3 Buyer is responsible for checking all Products to ensure that the correct volume, concentration levels, and type of Products have been received. Any shortage, excess, mis-shipment, or defect in any Products must be reported to Seller within seven (7) days of receipt of the Products by Buyer. Seller shall not be responsible for any claim for shortages or failure to meet specifications after this time. In the case of bulk carload or tank car shipments, Seller's weight shall govern, absent manifest error. 9.4 Buyer shall provide adequate access to on site tanks, or other suitable receptacles, to allow for the efficient unloading of the Products. 9.5 Late delivery or failure to supply shall in no event entitle Buyer to vary or cancel this Agreement, or to claim damages in respect thereof. Delivery of Products to Buyer's location shall constitute delivery to Buyer; and all risk of loss or damage shall thereupon be assumed by Buyer. 9.6 Upon Buyer's reasonable request, Seller may, at its option, assist Buyer in loading or unloading Products, but such assistance will be rendered at Buyer's sole risk. **BUYER SHALL DEFEND, INDEMNIFY AND**

**SAVE SELLER GROUP HARMLESS FROM AND AGAINST LOSSES, DAMAGES, INJURIES, LIABILITIES, ACTIONS, CLAIMS OR PROCEEDINGS OF WHATEVER NATURE ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE LOADING, DELIVERY OR UNLOADING OF THE PRODUCTS, WHETHER OR NOT BASED ON SELLER GROUP'S ACTS OR OMISSIONS.**

**10. DEMURRAGE AND BUYER'S DELAY.** If Products are shipped in tank wagons or hopper trucks furnished by a carrier, all charges made by the carrier for detention at destination shall be for Buyer's account and shall be payable to Seller. Buyer shall unload and return delivery equipment to the carrier within the tariff or contracted period without incurring any demurrage and/or detention charges. If delivery of Products is delayed or prevented by circumstances caused by Buyer including, without limitation, by Buyer's inability to accept delivery, Buyer shall pay all costs associated with the delayed delivery, storage of the Products, insurance, and any costs incurred by Seller in making further attempts to deliver the Products.

**11. REVISION OF PRICE.** Seller shall have the right to revise the price of any Products by written notice to Buyer. In the event Seller is prevented by any governmental restriction from increasing any price herein or from continuing any price already in effect, Seller may terminate this Agreement upon fifteen (15) days prior written notice to Buyer.

**12. PAYMENT; PRICE AND NON-PRICE CHARGES; CREDITS.** 12.1 Until a specific order is accepted by Seller, quoted prices are subject to change without notice. Orders may not be cancelled once accepted by Seller. Seller reserves the right to correct any clerical or mathematical errors. 12.2 Unless otherwise agreed in writing by Seller, payment terms are Net 30 days. All payments due hereunder shall be made to Seller in lawful money of the United States at the location indicated on Seller's invoice. Acceptance by Seller of sales drafts, checks or other forms of payment is provisional only and is subject to immediate collection of the full face amount thereof. Buyer agrees to pay all taxes (if any) upon the sale, delivery, storage, and use of the Products. Buyer shall reimburse Seller for all taxes, increases in or new taxes, excises or other charges which Seller may be required to pay to any government (national, state, provincial, or local) upon, or measured by, the production, sale, transportation, or use of, any Products sold hereunder. 12.3 If Buyer does not pay on time, Seller may: (i) place Buyer on C.O.D.; (ii) suspend deliveries; and/or (iii) charge interest at a rate of 2% per month (24% per annum), or the maximum allowed under applicable law, if less, on all overdue charges and interest. 12.4 Buyer shall pay the fees and prices set forth in this Agreement and any other special non-price charges (including temporary emergency, plant outage, and fuel and energy surcharges) that Seller may assess, from time to time. Non-price charges are not subject to the provisions of Paragraph 11 and may be amended or added at Seller's discretion. Any credit issued by Seller to Buyer on account of Products may only be applied against future purchases by Buyer and will not be paid in cash. Any such credit will expire one (1) year after the date of issuance, and Seller will have no obligation with respect thereto in the event that Buyer does not apply the credit against the cost of purchases from Seller prior to such expiry date.

**13. FORCE MAJEURE; ALLOCATION OF PRODUCTS.** 13.1 Seller shall not be liable, in damages or otherwise, for delay or impairment or failure of performance by reason of causes beyond Seller's control including, without limitation, claims of force majeure, allocation of Products, work stoppages, slow-downs or price increases by Seller's suppliers, strikes, labor difficulties, shortage of fuel, power, raw materials or supplies, inability to obtain shipping space, transportation delays, fire, floods, accidents, riots, acts of God, war or terrorism, governmental interference or embargo, and Buyer waives any right to assert a claim against Seller in respect thereof. 13.2 If, at any time, in Seller's opinion there is a period of shortage of supply of Products for any reason, Seller may allocate its inventory between Buyer and Seller's other customers in its sole discretion with no liability on Seller's part for failure to deliver the quantity or any portion thereof specified on any order, and Buyer waives any right to assert a claim against Seller in respect thereof.

**14. SHIPPING METHODS AND SCHEDULES.** Unless at the time of Buyer's acceptance of Seller's quotation, Buyer specifies in writing the desired method of transportation (air express, motor freight, etc.), Seller will use its judgment in selecting the carrier and route. Delivery schedules are estimated and assume timely receipt of all necessary information and documentation from Buyer, and Seller assumes no responsibility for delays. If Buyer delays delivery of any Products, Seller may invoice Buyer for such Products, and hold them at the Buyer's sole risk and expense pending instructions from Buyer.

**15. GENERAL PROVISIONS.** 15.1 If Buyer takes the benefit of or becomes subject to any provision of applicable bankruptcy or insolvency law, Seller shall have the right, by written notice, to immediately terminate this Agreement. Seller may also terminate this Agreement, in addition to any other rights Seller may have at law or in equity, if within ten (10) days of being notified by Seller, Buyer has failed to remedy a monetary or any other default. 15.2 Buyer may not assign this Agreement without the prior written consent of Seller. For purposes of this Agreement, assignment shall include any assignment by merger or other operation of law. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each of the parties hereto. Buyer shall obtain a written assumption of this Agreement, in form acceptable to Seller, from any permitted transferee of Buyer. 15.3 This Agreement shall be governed by and enforced in accordance with the laws of the state or province in which the Seller's corporate office is located without reference to its conflict of law rules. Buyer, by taking delivery of any Products, shall be conclusively deemed to have consented to personal jurisdiction in the afore-mentioned state or province and to have waived any right to object to such jurisdiction on any basis, including, but not limited to, forum non conveniens. The parties expressly waive their right to a jury trial. The parties also expressly exclude the application of The United Nations Convention on Contracts for the International Sale of Goods to this Agreement. 15.4 Any notices required or given in connection with this Agreement shall be sent or delivered in writing. Notice shall be deemed given on the date on which it is actually received or refused by the other party. 15.5 The waiver by either party of any of its rights under this Agreement shall not be construed as constituting a precedent, and shall not in any way affect, limit or prevent such party's right thereafter to enforce and compel strict compliance with each and every term or condition contained herein. The acceptance by the Seller of any payment after the specified due date shall not constitute a waiver of the Buyer's obligation to make further payments on the specified due dates. Seller shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, in any suit brought by Seller in connection with this Agreement. 15.6 If any provision of this Agreement shall be held to be illegal or unenforceable, the legality and enforceability of the remaining provisions shall not in any way be affected or impaired. 15.7 All specifications, formulae, drawings, illustrations, descriptive matter, and particulars contained in Seller's catalogs, website and marketing documents (the "Descriptions") are indicative only, do not form part of this Agreement, and are not representations or warranties of any kind. No discrepancy between the Products and the Descriptions shall entitle Buyer to rescind this Agreement or seek any compensation or damages. 15.8 Seller may vary or amend this Agreement by notice in writing to Buyer at any time. Any variations or amendments including, without limitation any price increases, will apply to all orders placed by the Buyer after the date of the notice. 15.9 If Buyer requests any amendment to this Agreement, Seller may increase the price of Products to account for any increased costs occasioned thereby. 15.10 Unless Buyer is authorized to distribute the Products delivered hereunder pursuant to a written agreement with Seller, the Products are supplied to Buyer for Buyer's internal use only, and Buyer may not repackage, resell or otherwise distribute the Products to third parties without the prior written consent of Seller. 15.11 It is the express wish of the parties that this Agreement be written in English, and that only the English version of this Agreement binds the Parties. Any translation of this Agreement into French is for informational purposes only. C'est le souhait des parties que seulement la version anglaise de cet accord lie les parties. N'importe quelle traduction française de cet accord est pour but informatif seulement.