



GENERAL TERMS AND CONDITIONS OF SALE (END USER)

1. These General Terms and Conditions of Sale are referred to herein as the "Terms". Each executed Agreement by and between the Parties that incorporates these Terms and the Exhibits is referred to below as the "Contract". Capitalized terms used but not defined in these Terms have their meaning as defined in the Agreement or its Exhibits. The Contract contains the entire and exclusive agreement between the parties regarding the sale and purchase of each Product referenced in the Contract. No modification or addition to the Contract shall be effected by any course of dealing or usage of trade, or acceptance or acknowledgement by Seller of any purchase order or other form submitted by Buyer containing additional or different terms or conditions; any terms or conditions provided unilaterally by Buyer are hereby expressly rejected by Seller. No addition to or modification of the Contract shall be valid unless made in a writing signed by an authorized representative of the party to be bound thereby and specifically referencing the Contract.

If any term in an Exhibit is inconsistent with the terms of the Agreement or these Terms, the Agreement and these Terms control. If the Agreement and these Terms are inconsistent with each other, the Agreement control. Acceptance or use by Buyer of a shipment of Product after the tender of the Agreement by Seller (but before the Contract is signed by both parties or before Buyer otherwise makes a definite and timely act or expression of acceptance) shall constitute acceptance of the terms of the Contract as to that shipment but shall not in itself constitute an acceptance of the Contract with respect to future shipments.

2. Payment of the full amount of each invoice shall be made to Seller in the currency stated in the Agreement, without deduction or offset, and shall be tendered to the address indicated on such invoice.

3. If Buyer breaches any term of the Contract or other contractual obligation in favor of Seller, Seller may (a) suspend performance of any executory obligations of Seller (including without limitation the payment of rebates and the issuance of credits) until Buyer cures its breach, or (b) by delivery of written notice to Buyer describing the breach, immediately terminate the Contract and any other contractual obligation to Buyer. In the event of a termination, all outstanding payment obligations or other indebtedness of Buyer to Seller shall be due and payable no later than fifteen (15) days after delivery of notice of termination. No termination shall have any effect on any breach of the Contract occurring prior thereto.

Seller may recover the price for each shipment hereunder as a separate transaction, without reference to any other shipment. Seller shall have the right to offset any and all past due payment obligations or other indebtedness of Buyer against any outstanding payment obligations or other indebtedness that Seller or any of its affiliates may owe Buyer. Buyer agrees to pay all costs of Seller incurred in collection of past due amounts, including collection agency and/or attorney's fees, whether suit is filed thereon or not. Past due amounts will be charged interest, compounded monthly and payable on demand, at 0.8333% per month (10% per annum).

4. Seller shall not be obligated to fulfill any purchase order submitted by Buyer unless and until Seller confirms acceptance of such purchase order in writing. Seller may require at least sixty (60) days' prior notice of quantities to be delivered during each calendar month. It is intended that BUYER will order each Product in approximately level quantities over the term, subject to normal seasonal fluctuations that SELLER has accepted in writing.

5. Failure of Seller to supply, or Buyer to take, any one or more deliveries when due, if caused by (a) natural or man-made events or forces, any other cause or contingency beyond the reasonable control of the affected party, (b) any regulation, law, or restriction of any governmental authority, agency, court, or other instrumentality of any supranational organization of sovereign states or political subdivision thereof (a "Governmental Authority"), seizure or requisition of Product by any Governmental Authority, or compliance with a demand or request for such Product for purposes of national or supranational defense, (c) inability of Seller to obtain from Seller's usual sources of supply any required raw material, energy source, equipment, labor or transportation, at prices and on terms deemed by Seller to be practicable, shall not subject the party failing to perform to any liability to the other during the period of such inability to make or take delivery. Quantities so affected may, at the option of either party, be eliminated from the Contract without liability, but the Contract shall remain otherwise unaffected. Seller may allocate its available supply among its purchasers, including departments and divisions of Seller and its affiliates, on such basis as Seller may deem fair and practical without liability to Buyer.

6. In addition to the purchase price, Buyer shall pay or reimburse Seller for any supranational, state or local sales, excise, use or other tax, assessment, license, fee or other charge, and all increases thereof, which Seller may be required to pay upon the sale, production, transportation, delivery or use of the Product.

7. At any time(s) during the term of the Contract but effective upon not less than fifteen (15) days' prior written notice, Seller may adjust the price of any Product. The price applicable to any order shall be the price in effect on the date of shipment.

8. Buyer will familiarize itself and comply with all information and precautions to be taken in the transportation, delivery, unloading, discharge, storage, handling and use of each Product, all as described in applicable hazardous communications provided by Seller ("Information"). Buyer will instruct its employees, agents, contractors, customers or any third party which may be exposed to the Product about such Information and make copies available to such parties. Buyer assumes full liability and responsibility for compliance with the Information and all applicable laws, statutes, ordinances and regulations of any Governmental Authority ("Applicable Law") related to the processing, transportation, delivery, unloading, discharge, storage, handling, disposition, sale or use of each Product ("Uses") Buyer further agrees to protect, defend and hold harmless Seller from and against all claims, demands, causes of action, damages, losses, liabilities, costs, expenses (including reasonable attorneys' fees), penalties, and judgments ("Claims") resulting from Buyer's negligence, willful misconduct or breach of Buyer's obligations hereunder, as well as all Claims resulting from Uses of any Product after delivery by Seller which are (i) inconsistent with any Information provided to Buyer, (ii) in violation of any Applicable Law, or (iii) within Buyer's assumed liability and responsibility under this Contract.

Any technical advice furnished or recommendation made by Seller or any representative thereof concerning any Uses of any Product is provided in good faith, but **SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ITS COMPLETENESS OR ACCURACY OR THE RESULTS TO BE OBTAINED FROM USE THEREOF.**

9. SELLER MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, BY FACT OR LAW, OTHER THAN SELLER'S (I) OBLIGATION TO DELIVER PRODUCT COMPLYING WITH SELLER'S PUBLISHED SPECIFICATIONS (AS MAY BE REVISED BY SELLER FROM TIME TO TIME) OR, IF APPLICABLE, THE PRODUCT SPECIFICATIONS OTHERWISE REFERENCED IN THE AGREEMENT AND (II) IMPLIED WARRANTIES OF TITLE AND FREEDOM FROM ENCUMBRANCE. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY SUCH WARRANTIES THAT MAY OTHERWISE BE IMPLIED ARE EXPRESSLY DISCLAIMED.

10. SELLER'S TOTAL LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ASSOCIATED WITH THE CONTRACT, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, IS EXPRESSLY LIMITED TO REPLACEMENT OF NONCONFORMING PRODUCT OR PAYMENT IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE SPECIFIC QUANTITY OF PRODUCT FOR WHICH DAMAGES ARE CLAIMED, AT SELLER'S OPTION. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, WITHOUT LIMITATION, ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES.

BUYER SHALL INSPECT THE PRODUCT SUPPLIED HEREUNDER IMMEDIATELY AFTER DELIVERY. BUYER'S FAILURE TO GIVE NOTICE TO SELLER OF ANY CLAIM WITHIN THIRTY (30) DAYS AFTER THE DATE OF DELIVERY SHALL CONSTITUTE UNQUALIFIED ACCEPTANCE OF THE PRODUCT AND A WAIVER BY BUYER OF ALL CLAIMS WITH RESPECT THERETO. THE WEIGHTS, TARES AND TESTS ESTABLISHED BY SELLER SHALL GOVERN UNLESS PROVEN TO BE INCORRECT.

11. Buyer assumes full liability and responsibility for quality control, testing and determination of suitability of any Product for its subsequent intended application or use in any process or as a component of any other product, and agrees to protect, defend and hold harmless Seller from and against all Claims associated therewith including, without limiting the generality of the foregoing, Claims associated with infringement of any third party's intellectual property rights, patents on processes practiced by Buyer or patents on products made by Buyer.



12. Buyer represents and warrants that it will not give or offer anything of value, including cash, personal favors, entertainment, meals and travel, political and charitable contributions, business opportunities, or medical care, directly or indirectly, to any government official or any commercial party for the purpose of improperly obtaining or retaining a business advantage. Buyer further represents and warrants that it will not solicit or accept payments. Buyer represents and warrants that it will comply with all applicable anti-corruption laws, including the UK Bribery Act, United States Foreign Corrupt Practices Act, the People's Republic of China Criminal Law and Anti-Unfair Competition Law, and all local equivalents.

13. Buyer represents and warrants that it is not subject to any economic sanctions and the buyer will not engage in any business or dealings with embargoed countries, blocked persons, or individuals or entities listed as a sanctions target by applicable legislation; or facilitate transactions with third parties that involve embargoed countries, blocked persons, or individuals or entities listed as a sanctions target by applicable legislation. Buyer represents and warrants that it will comply with all applicable sanction laws, including the U.S. Department of the Treasury's Office of Foreign Assets Control sanctions regulations, the U.S. Export Administration Regulations, the UK Export Control Act of 2002, the E.U. sanctions regulations, and all local equivalents.

14. If at any time the financial condition or prospects of Buyer or the credit risk to Seller shall become unsatisfactory to Seller (in its sole discretion), Seller may require cash or satisfactory security prior to shipments or deliveries hereunder; such election shall not affect the obligation of Buyer to take and pay for the contracted materials. Additionally, Seller may terminate the Contract and all undelivered orders immediately without notice if Buyer becomes insolvent, dissolved, liquidated, makes a general assignment for the benefit of its creditors, files or has filed against it a petition in bankruptcy, or has a receiver appointed for a substantial part of its assets.

15. Unless explicitly provided in the Contract, delivery of Product shall be at that facility of Seller or a third party where Product is finished or stored by or on behalf of Seller. Title to and risk of loss of all Products sold hereunder shall pass to Buyer at the Seller's point of shipment whether or not Seller pays all or any part of freight, and notwithstanding any designation of FOB elsewhere in the Contract.

16. The Contract shall bind and inure to the benefit of the successors and permitted assigns of the parties. The Contract and any right or obligation hereunder is not assignable or transferable by either party in whole or in part without the prior written consent of the other party except that Seller shall have the right to assign this Contract and its rights and obligations hereunder, without obtaining the consent of Buyer, to (1) any entity with which Seller (a) merges, (b) sells a substantial part of its assets or businesses, or (c) sells a substantial part of its assets or business relating to the manufacture and/or sale of a Product and (2) any affiliate of Seller. Seller and its assigns shall have the right to assign any right to receive payment under this Contract to any person, without the prior written consent of Buyer.

17. The rights and obligations of each Party which by their nature or of necessity survive the termination or expiration of the Contract shall survive the termination or expiration of this Contract.

18. The Contract shall take effect and be construed in accordance with the laws of People's Republic of China, and excluding the conflict of laws principles of such jurisdiction, the provisions of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. Buyer agrees to exclusive personal jurisdiction and venue in the state and federal courts in the contract signed city for all matters arising out of or relating to this Contract; provided nothing shall prevent Seller from choosing a different jurisdiction for any such matters. Failure of either party to exercise any right it has under the Contract on one occasion shall not operate or be construed as a waiver by such party of the same right on another occasion or any other rights it has; any waiver must be in a writing signed by the waiving party. In the event that any provision of the Contract shall be adjudicated to be invalid or unenforceable, the remaining provisions of this Contract will remain in full force and effect, and the affected provision or portion thereof will be deemed modified so that it is enforceable to the maximum extent permissible. Nothing in the Contract shall be construed as creating any direct or beneficial right in or on behalf of any third party.

19 The Terms valid 12 months (from to). [Note: a maximum period of one year.] All orders signed within this validity period comply with the Terms.