1. Pricing, Products, and Quantity. The goods purchased (the “Products”) and the quantity purchased are set forth in the applicable purchase order (the “PO”). No other terms in the PO shall have legal effect.

Price will be as set forth in Seller’s written acknowledgment, which is subject to these T&C, accepting the PO. The “Acknowledgment” is hereby defined as the application of the late payment terms of the Underlying Contract, if such an agreement exists and states pricing for the Products. The PO (to the extent that it identifies the Products and the quantity ordered), Acknowledgment, any Underlying Contract, and these T&C (to the extent permitted by the Underlying Contract, if any), constitutes the entire “Agreement” between Buyer and Seller. All other terms and conditions included by Buyer with a PO or any other document (except to the extent such terms and conditions match those set forth in the Acknowledgment), Seller’s acceptance of the PO is expressly conditioned on Buyer’s acceptance of these terms and conditions.

2. Orders to Deliver. Seller shall not be obligated to ship or deliver any Products for a period of time prior to the date stated in the Acknowledgment, even if such a date is stated in both the PO and the Acknowledgment. In the event that Seller delivers any Products prior to the date stated in the Acknowledgment, such delivery shall be at Buyer’s risk and expense.

3. Limited Warranty. Damages, and Remedy. Seller warrants that, at the time of delivery, all Products will conform to all material respects with the specifications provided by Seller (the “Specifications”), as measured using the testing methodology and equipment specified by Seller (collectively the “Reference Procedures”). Products not conforming to the Specifications are considered nonconforming. The Acknowledgment identifies any warranty or guarantee expressly provided by such Seller, but no warranty or guarantee is implied with respect to any Product with respect to the results of the application of such advice or product.

4. Shipping and Packaging. All pricing and delivery in EXW Incoterms™ 2010 at Seller’s plant unless otherwise stated in both the PO and the Acknowledgment. If the PO and/or Acknowledgment both state that pricing includes delivery to a location other than Seller’s plant, then Seller will bear all risk of loss and transportation costs until the Product reaches the specified delivery point. In each case, Buyer is responsible for all risk of loss and transportation after delivery. Buyer will not sell, ship, import, store, display, use, or otherwise dispose of the Product without first conforming the Product to all applicable laws, including, without limitation, to any prohibited individual, firm, or entity appearing in the Denied Party List maintained by the Department of Commerce of the United States of America, or any other similar list published by the government of the USA or any other government having jurisdiction. Buyer will comply with all applicable laws and control controls of any government having jurisdiction. Buyer agrees to unblock and return to Seller any products not containing Seller’s Product within 5 days after such railcar arrives at Buyer’s Facility. If Buyer fails to do so, Buyer will be obligated, and agrees, to reimburse Seller for the railcar rent paid by Seller for each day beyond the 5th day that each such railcar is not delivered. Buyer will not store, use, or dispose of products containing Seller’s Product without Seller’s written consent after they are not in use. Buyer will not sell or recondition any Product containing Seller’s Product when the Product is not conforming to Seller’s nonconforming Product in Seller’s Plant, at Buyer’s expense, and promptly send Buyer the same quantity of replacement Product that conforms to the Specifications; or (b) issue a Buyer a credit for the full price of the nonconforming portion of the Product, including freight charges, if paid by Buyer, in exchange for (i) the return of the Product to Seller and (ii) a release acceptable to Seller. Neither party will be liable for any incidental, consequential, punitive, indirect, or special damages, including, but not limited to, lost profits or lost production, whether arising under breach of contract, negligence, strict liability, or other tort, indemnity, or any other cause of action, even if Buyer’s specific substitute is not available or the other party was advised of the possibility of such damages.

4. Taxes. All sales or use taxes, excise taxes or other taxes, transfer fees, or similar charges required to be paid in connection with the transportation, delivery or sale of any Product sold hereunder pursuant to any federal, state, or municipal law or regulation now existing or hereafter enacted will be in addition to the prices herein specified and in any event be paid by the Buyer.

9. Payment Terms. Payment is due net 30 days from date of invoice (the “Due Date”), in US dollars, without deduction or retentions. Any amount not paid in full by the Due Date will be subject to interest, from the Due Date until paid at a rate of 2% per calendar month (or any portion thereof). In the event a bankruptcy proceeding is filed against Buyer, none of the Seller’s undertakings may otherwise affect any Product, including, but not limited to, any losses, damages, or liabilities which are incurred, sustained, or suffered by Seller in respect of any Product included in the sale, arising or arising out of the sale or performance of the Product, or non-compliance with any Product warranty or obligation or breach of any provision contained in any Agreement, including all related, connected, or derivative claims.

10. Termination. Either party may terminate this Agreement by written notice to the other upon the occurrence of any of the following events: (a) breach by the other party of any obligations under this Agreement (including the Buyer’s failure to pay any portion of the purchase price for any Product by the Due Date); (b) the cure period will be 10 days from the Due Date and no notice will be required; or (c) the occurrence of a Force Majeure delay for more than 90 days; or (c) immediately upon the commencement of bankruptcy or insolvency proceedings by the other party, or the appointment of a receiver, trustee, or liquidator of all or any material part of the property of the other party, (d) immediately upon the filing of any petition against the other party under any applicable bankruptcy, insolvency, liquidation, or reorganization law, or (e) immediately upon the obtaining of any judgment, decree, or other order (whether or not such judgment, decree, or order is appealable), (f) constitutes a waiver of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, condition, and such condition will in no way affect the validity of this Agreement or the rights and obligations of the parties hereto. The parties acknowledge that a waiver of a breach of this agreement will not operate as a waiver of any prior breach or as a waiver of any subsequent breach by the same party or any other party to this Agreement. Buyer will provide Seller with a copy of this Agreement as amended, supplemented, or modified by any agreement in writing signed by an authorized officer of each party. Seller may terminate this Agreement for any reason, and, without limitation, Seller may terminate this Agreement in the event of any (i) a change in control of Seller, (ii) a Material Adverse Effect, (iii) bankruptcy, insolvency, dissolution, liquidation, or reorganization of Seller, or (iv) bankruptcy, insolvency, dissolution, liquidation, or reorganization of Buyer.

21. Governing Law. This Agreement will be governed by the laws of Seller’s state. Seller’s state will be used as the place of performance and will be the exclusive forum for any disputes, actions, or claims arising hereunder. Seller is the sole and exclusive beneficiary of this Agreement, and all rights to rights and remedies hereunder are intended for the benefit of Seller only.

23. Third Parties. Nothing herein is intended to confer upon any person or entity, other than the parties hereto and their permitted successors or assigns, any rights, benefits, or remedies of any kind whatsoever.

24. Entire Agreement. This Agreement constitutes the entire agreement between the parties.