

INEOS Joliet

INEOS Joliet LLC

GENERAL TERMS AND CONDITIONS OF SALE

- 1. TERMS OF SALE.** These Terms and Conditions of Sale ("Terms"), along with the order acknowledgement or any agreement signed by Seller to which these Terms may be attached ("Sales Agreement") and, together with the Terms, the "Agreement") will apply to Seller's sale of product ("Product") to Buyer. All purchases from Seller by Buyer are expressly limited to and conditioned upon acceptance of these Terms, regardless of the means or media of Buyer's purchases of Product, including without limitation, written purchase orders, electronic orders via EDI, acknowledgements, confirmations, or other writings from Buyer to Seller (collectively, "Purchase Orders"). Any additional or conflicting terms and conditions contained on, attached to or referenced by Buyer's Purchase Orders, or other prior or later communication from Buyer to Seller, are expressly rejected by Seller and will have no effect on the purchase of any such Product by Buyer from Seller unless such provisions are expressly agreed to by Seller in a writing signed by Seller. These Terms are deemed an offer for sale by Seller. Buyer's commencement of performance (including ordering, purchasing or taking delivery of Product) will in all cases constitute Buyer's unqualified and unconditional acceptance of the Agreement. If these Terms are attached to an Agreement, then: (a) if there is a conflict between these Terms and the specific provisions contained in the Sales Agreement, the specific provisions contained in such Sales Agreement will control; and (b) capitalized terms not defined herein will have the meanings set forth in the Sales Agreement.
- 2. TITLE AND RISK OF LOSS.** Unless otherwise stated in the Sales Agreement, all Product will be shipped FCA Seller's designated shipping point (Incoterms® 2020). After passage of title of the Product to Buyer, Buyer assumes all risk and liability, and Seller will not be liable to Buyer for any loss or damage to persons, property or the environment arising out of or related to the Product. Seller will not place a valuation upon Product shipments unless specifically required in writing by Buyer or required for export purposes.
- 3. TAXES AND DUTIES.** The prices quoted above do not include Taxes. Buyer will be responsible for and pay the full amount of any Tax imposed on, with respect to or that is measured by the Product delivered hereunder, regardless of whether such Tax is separately stated on Seller's invoices to Buyer. Buyer hereby acknowledges that it must furnish to Seller, where applicable, Tax exemption certificates or other like documentation completed in accordance with applicable law prior to being entitled to an exemption from Taxes in connection with the transactions set forth herein. Buyer further agrees to defend, indemnify, and hold harmless Seller and its affiliates, their agents and suppliers (including, but not limited to, the owner of the bonded premises from which the Product is dispatched) from any claim, loss or expense arising from Buyer's failure to duly and timely pay such Taxes, including, for the avoidance of doubt, the cost of defense (such as attorneys' fees, court costs and other similar expenses) associated with any audit, litigation or other proceedings concerning any liability for Taxes relating to the transactions contemplated herein. For purposes of this Agreement, the term "Tax" or "Taxes" means all sales, use, goods and services, value added, transfer, transportation, production, severance, withholding, excise, superfund, oil spill, emissions or pollution-related (such as a "carbon tax" or "cap and trade system") taxes, fees, duties, levies and assessments or similar charges in the nature of a tax, whether or not in existence at the time of this Agreement, and any interest, fines and penalties thereon, imposed by any governmental authority (within or without the U.S.) on the manufacture, storage, delivery, receipt, purchase, sale, exchange, use or inspection of the Product. Any Taxes hereafter becoming effective increasing the cost to Seller of producing, selling or delivering the Product or of procuring materials used therein may, at Seller's option, be added to the price for such Product.
- 4. PRODUCT STEWARDSHIP.** Buyer acknowledges the hazards associated with the handling, unloading, discharge, storage, transportation, use, disposition, processing, admixture or reaction (the "Use") of Product supplied under the Agreement and assumes the responsibility of advising those of its employees, agents, contractors, and customers in connection with such Use of the hazards to human health or human or environmental safety, whether such Product is used singly or in combination with other substances or in any processes or otherwise. Buyer acknowledges that it has expertise and knowledge in the handling, processing, storage, transportation and sale of products into which the Product will be incorporated. If Buyer is provided a Safety Data Sheet ("SDS") by Seller for Product, Buyer will advise all of its employees, agents, contractors and customers who will Use the Product of the MSDS, and any supplementary SDS or written warnings that it may receive from Seller from time-to-time. In addition, if Buyer believes or has reason to believe the SDS or other information provided to Buyer by Seller is inaccurate or in any way insufficient for any purpose, Buyer will immediately notify Seller of the same, and provide Seller a reasonable opportunity to supplement or correct the information. Failure of Buyer to timely provide such notice will be deemed a waiver by Buyer of any and all claims, demands or causes of action for personal injury, damage to the environment or property arising from or attributable to the Use of Product. To the fullest extent permitted by Law, Buyer will defend, indemnify and hold Seller, its affiliates and their respective employees, officers, directors and stockholders (collectively "Indemnitees") harmless from and against any and all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including attorneys' fees and expenses) and costs and liabilities of every kind and character ("Claims") which may arise for any reason whatsoever, including personal injuries, death, damage to property or to the environment, regardless of whether based on negligence, strict liability, contract, or breach of warranty, arising out of or related to a breach of its obligations under this Agreement or the sale or Use of Product or material made in whole or in part from Product sold hereunder. Seller reserves the right, among other remedies, either to cancel this Agreement or suspend further deliveries in the event Buyer fails to unload, handle, store, use, process, sell, or dispose of Products in a safe or environmentally

responsible manner, or with due regard to health and industrial hygiene. Buyer's duty under this Agreement will survive the termination, cancellation or expiration of the order contemplated by the Agreement and the cessation of any business transactions between Buyer and Seller, and Buyer's obligations herein will remain in full force and effect as necessary for the purposes of compliance with the terms of this Section.

5. **COMPLIANCE WITH LAW.** (a) The parties will comply with all applicable laws, treaties, conventions, directives, statutes, ordinances, rules, regulations, orders, writs, judgments, injunctions or decrees of any governmental authority having jurisdiction ("Laws") pertaining to the Agreement.

(b) Buyer will be responsible for compliance with all Laws applicable to Product once the Product has been delivered by Seller in accordance with this Agreement, including those related to operations, safety, maintenance, equipment, size and capacity and pollution prevention. In connection with this Agreement, each Party agrees it will not pay, promise to pay or authorize the payment of any money or anything of value (including any gifts or entertainment), directly or indirectly to any officer, employee or representative of any governmental authority, agency, instrumentality for the purpose of attempting to influence such government official or to obtain an improper advantage. In compliance with Title VII – Wall Street Transparency and Accountability Act of 2010, each party represents that it has the capacity to make or take delivery of the Commodity in the ordinary course of its business, and is entering into this transaction in connection with its business; and it intends to make or take physical delivery of the Commodity.

(c) If any license or consent of any government or other authority is required for the acquisition, carriage or Use of Product by Buyer, Buyer will obtain the same at its expense, and if necessary, provide evidence of the same to Seller on request. Failure to do so will entitle Seller to withhold or delay shipment, but failure to do so will not entitle Buyer to withhold or delay payment of the price therefor. Any expenses or charges incurred by Seller resulting from such failure will be paid for by Buyer within ten (10) days of receipt of Seller's written request.

(d) Product will not be sold, supplied or delivered by the Buyer directly or indirectly to any party or destination that, at the time of such sale, supply or delivery, is declared an embargoed/restricted party or destination by the government of the United States of America or by the United Nations. Within two (2) days after Seller's request, Buyer will provide Seller with appropriate documentation to verify the final destination of any Product delivered hereunder. Notwithstanding any other provision of this Agreement, no party will be required to take or refrain from taking any action.

6. **MEASUREMENT.** Product quantities will be determined by Seller's measurement equipment at Seller's designated shipping point, unless proven to be in error. No adjustments will be made for (a) any quantities delivered more than ten (10) days prior to the date of any proven measurement confirming such error, or (b) any claims for less than one percent (1%) of the quantities measured by Seller at the shipping point. Product quality will be governed by a sample of Product taken by Seller at Seller's designated shipping point.

7. **SHIPMENT.** (a) If Seller is responsible for payment of freight, Seller may select the carrier and routing. If Buyer requires delivery by a different carrier or a different route, Buyer will be responsible for any increased freight cost. If Buyer is responsible for nomination and payment of freight, all carriers nominated by Buyer will be subject to Seller's vetting process and requirements. Seller may reject any rail cars, trucks, pipelines, or other transport vessels presenting for loading/unloading/transfer that would present an unsafe or potentially unsafe situation. Seller may refuse to load/unload/transfer any product under any condition deemed unsafe, that is caused by, including but not limited to, drivers, personnel, equipment, procedures, and/or weather conditions. Any increase in freight rates paid by Seller on deliveries covered by this Agreement, may, at Seller's option, be added to the price of the affected Product as a separate line item on the Product invoice or as a separate invoice. Any demurrage or detention fees charged by a carrier or Seller on delivery vehicles (including railcars), machines, or equipment will be paid by Buyer. In addition, any railcars owned or leased by Seller and in Buyer's possession beyond ten (10) days from constructive placement will be subject to Seller's then-current railcar detention schedule.

(b) If a release occurs after transfer of title and risk to Buyer, Buyer will make all release notifications and reporting's that are legally required and will provide Seller with written notice of such release notifications and reporting's within three (3) business days of making such notifications and reporting's. Further, as between Seller and Buyer, Buyer will be responsible for, and will clean up, all such releases pursuant to applicable governmental standards and agency directives.

(c) Buyer will exercise diligence in the care of Seller's rail cars in Buyer's possession, will provide safe and adequate storage facilities, and will protect the same against the loss, depreciation, deterioration or damage. Buyer will be responsible for, and will indemnify Seller against any damage to Seller's rail cars while in Buyer's possession, whether said damage is caused by theft, pilferage, deterioration, fire, natural catastrophe, negligent act or omission of Buyer or otherwise. Buyer will immediately report to Seller any rail car damage while in Buyer's possession. Buyer must notify Seller prior to diverting any of Seller's railcars to a destination other than originally nominated destination. All diversion and return to Seller's designated origin expenses will be the responsibility of the Buyer, which may include but are not limited to empty and loaded freight, diversion fees and detention fees.

(d) Buyer will be responsible for preparing and filing all required Electronic Export Information (EEI) for any shipment in which the foreign entity arranges transportation across the U.S. border and/or authorizes a U.S. agent to facilitate the export from the U.S. (defined as a Routed Export Transaction in 15 CFR § 30.1), irrespective of any obligations implied or required by agreed to Incoterms® 2020.

(e) Where Product will be shipped FCA Seller's designated shipping point (Incoterms® 2020), Buyer and its carriers will at all times adhere to INEOS's Seven Life Savings Rules set forth below while on the Seller's facilities.

The Seven INEOS Lifesaving Rules are:

1. No consumption or being under the influence of alcohol or drugs on company property.
2. No smoking outside dedicated smoking areas.
3. No work on live equipment/machines to commence without authorization.
4. Safety critical devices/interlocks must not be disabled or overridden without authorization.

5. Persons working at height must use proper fall protection.
6. No entry to confined space without authorization and gas test.
7. Lifting & hoisting; no unauthorized person to enter the defined danger zone where objects can fall.

The Buyer shall be responsible to notify transportation carriers working for or on behalf of the Buyer of the INEOS Life Saving Rules and Buyer shall be responsible for any breaches of the INEOS Life Saving Rules by its transportation carriers while on Seller's facilities.

In addition to and in precedence of any of the existing rights and obligations as set out in this Agreement, the Buyer has been clearly informed that in the event of any breach of the INEOS Life Saving Rules by the employees of the Buyer or transportation carrier working for or on behalf of the Buyer while at Seller's facility then the following shall apply:

(i) The individual who breached any INEOS Life Saving Rule shall be immediately removed from Seller's facilities by the Buyer on request of Seller. The individual shall then not be allowed to return to the facilities or any other INEOS site for the subsequent twelve (12) months and only then if adequate evidence of suitable training to prevent re-occurrence can be provided.

(ii) Additionally, the Seller shall pay per infringement of INEOS Lifesaving Rules as liquidated damages an amount equal to \$2,000. Should a second breach of the INEOS Life Saving Rules occur within twelve (12) months by the Buyer or its transportation carriers working for or on behalf of Buyer while at Seller's facility then such breach of the INEOS Lifesaving Rules shall be considered as a material breach under this Agreement where in addition to per infringement liquidated damages, Seller shall reserve the right to terminate the Agreement with immediate notice.

8. **CLAIMS.** Buyer will, at its sole cost and expense, inspect Product delivered hereunder immediately after receipt. Within ten (10) days of Buyer's receipt of Product and before the use, disposition, processing, admixture, reaction or other change from the original condition of any part of the Product (except for reasonable test and inspection quantities), Buyer will notify Seller in writing if Product is found non conforming or short in any respect. Any Use of any of Product (except for reasonable tests and inspection quantities) or Buyer's failure to give written notice to Seller of such non-conformance or shortage within such ten (10) day period will constitute an unqualified acceptance of the Product and a waiver by Buyer of all claims with respect thereto.

9. **RECLAMATION OF PRODUCT.** In the event of insolvency of Buyer, Seller hereby makes a demand for reclamation of Product delivered to Buyer but not yet paid for by Buyer, in accordance with Section 2-702 of the Uniform Commercial Code and Section 546(c)(1) of the United States Bankruptcy Code. Buyer will promptly notify Seller of such insolvency, and waives any defenses to Seller's right of reclamation of such Product, and will promptly return possession to Seller of such Product at Buyer's expense.

10. **PAYMENT TERMS/CREDIT.** (a) Buyer will pay all invoices, without deduction, in US currency via wire transfer of immediately available funds into a U.S. bank account designated by Seller. If the Agreement does not state payment terms, payment will be received by Seller no later than thirty (30) days from the date of Seller's invoice. Delay in payment will result in Buyer being responsible for interest at a rate of one and a half percent (1½%) per month compounded monthly (19.6% per annum), or the maximum rate allowed by Law, whichever is less, on the outstanding amount of any unpaid invoice beginning on the day after the payment due date. If the payment due date is a Saturday, Buyer will make payment on the preceding Friday. If the payment due date is Sunday or holiday where banks located in the State of New York are authorized or required to be closed, Buyer will make such payment on the business day after such due date.

(b) Seller makes no assurance or guarantee regarding any amount of credit or the continuation of such credit to Buyer. If Seller, in its sole discretion, provides Buyer with a line of credit to facilitate purchases of Product from Seller under the Agreement, such credit line may be amended, decreased or terminated at any time at Seller's sole discretion.

(c) If any such credit provided to Buyer, or Performance Assurance is required by Seller of Buyer, Buyer will provide to Seller any or all annual reports containing Buyer's and/or the Buyer's Performance Assurance provider's audited consolidated financial statements for a particular fiscal year. In all cases, the statements will be for the most recent accounting period and prepared in accordance with generally accepted accounting principles.

(d) Notwithstanding the foregoing, if Seller determines, in its sole discretion, that the creditworthiness or future performance of Buyer is impaired or unsatisfactory, Seller may (i) suspend deliveries of Product, (ii) require prepayment by wire transfer of immediately available funds at least three (3) days prior to a scheduled shipment of Product, and/or (iii) require Performance Assurance at least three (3) days prior to a scheduled Product shipment. Buyer hereby waives written notice of any such action. "**Performance Assurance**" means collateral in the form of either cash, letter(s) of credit, guaranty, or other security acceptable to Seller in its sole discretion.

11. **INDEMNITY.** SUBJECT TO THE LIMITATION OF LIABILITY PROVISION SET FORTH IN SECTION 13, EACH PARTY WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY HERETO FROM AND AGAINST ALL ACTUAL OR ALLEGED LIABILITY, LOSS, OR DAMAGE TO THIRD PARTIES RESULTING FROM THE INDEMNIFYING PARTY'S BREACH OF THIS AGREEMENT, OR FROM THE HANDLING, USE OR DISPOSAL OF OR EXPOSURE TO A PRODUCT WHILE SUCH PRODUCT IS IN THE INDEMNIFYING PARTY'S POSSESSION OR CONTROL.

12. **LIMITED WARRANTY.** Seller warrants only, at the time of delivery, that: (a) Product will conform to Seller's then current specifications for the specific Product sold hereunder; and (b) Seller will deliver good title to the Product and that the Product will be delivered free of liens or encumbrances. Buyer acknowledges, represents, and warrants that it has all necessary expertise and knowledge in the intended Use of Product sold hereunder and any Use or other product or material made therefrom, assumes all risk and liability for results obtained by the Use of Product, whether Used singly or in combination with other substances or in any process. EXCEPT AS SET FORTH IN THIS SECTION, SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE, CONDITION OR QUALITY OF THE PRODUCT, ANY TRADE USAGE OR DEALING. ANY DETERMINATION OF THE SUITABILITY OF THE PRODUCT FOR THE USE CONTEMPLATED BY BUYER IS BUYER'S SOLE RESPONSIBILITY.

13. **LIMITATION OF LIABILITY AND LIMITED REMEDIES.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR ANY LOST OR PROSPECTIVE PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST EARNINGS, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER OR NOT BASED UPON SELLER'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, IN TORT OR ANY OTHER CAUSE OF ACTION. Buyer's exclusive remedy against Seller for any cause of action under the Agreement, including without limitation for failure to deliver or delivery of non-conforming Product, is, at Seller's option limited to (a) replacement of the non-conforming Product; or (b) refund to Buyer of the portion of the purchase price paid by Buyer and attributable to such non-conforming or undelivered Product. In no event will Seller's cumulative liability exceed the price of Product sold which was the direct cause of the alleged loss, damage or injury. IN ANY EVENT, BUYER ACKNOWLEDGES AND AGREES THAT THE RETURN OF THE FULL SALES PRICE FOR THAT PRODUCT SOLD WHICH WAS THE CAUSE OF THE ALLEGED LOSS, DAMAGE OR INJURY WILL PREVENT THE FOREGOING REMEDIES FROM FAILING OF THEIR ESSENTIAL PURPOSE, AND THAT SUCH REMEDY IS FAIR AND ADEQUATE.

14. **DEFAULT.** (a) Upon the occurrence of any of the following events (each an event of "Default" and the Party committing such Default, the "Defaulting Party" and the party claiming the Default, the "Non-Defaulting Party"): (i) the failure by Buyer to provide Performance Assurance when due; (ii) Seller will not have received a payment due from Buyer hereunder by the date such payment is due under the Agreement, and such failure remains uncured for a period of two (2) days; (iii) the failure of a Party to perform any other obligation in the Agreement and such failure is not excused or cured within ten (10) days after written notice thereof; (iv) the occurrence of a Bankruptcy Event; (v) the failure of Buyer to timely provide prepayment or Performance Assurance as set forth in Section 10(d) above; or (vi) the failure by any Performance Assurance provider of Buyer to perform any obligation of such Performance Assurance provider under any document executed and delivered in connection herewith, then the Non-Defaulting Party, in its sole discretion and without prior notice to Defaulting Party, may do any one or more of the following: (a) suspend performance under the Agreement or any other agreement between Buyer and Seller; and/or (b) cancel the Agreement or any other agreement between Buyer and Seller, whereby any and all obligations of the Defaulting Party, including payments or deliveries due, will, at the option of the Non-Defaulting Party, become immediately due and payable or deliverable, as applicable.

(b) If Seller suspends performance and withholds Product delivery as permitted above, Seller may sell the Product to a third party and deduct from the proceeds of such sale the purchase price and all reasonable costs resulting from Buyer's default as identified above, including, without limitation, all costs associated with the transportation (including, without limitation, demurrage and other vessel or shipping related charges), storage, and sale of the Product. The foregoing rights, which include, but are not limited to, specific performance, will be cumulative and alternative and in addition to any other rights or remedies to which the Non-Defaulting Party may be entitled at Law or in equity. In addition, Non-Defaulting Party will be entitled to recover from the Defaulting Party all court costs, attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the Defaulting Party's default, and interest on past due amounts at the rate specified in Section 10(a) hereof. "Bankruptcy Event" means the occurrence of any of the following events with respect to a Party or any Performance Assurance provider for Buyer: (i) filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law; (ii) making of an assignment or any general arrangement for the benefit of creditors; (iii) having a bankruptcy petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (iv) otherwise becoming bankrupt or insolvent (however evidenced); (v) having a liquidator, administrator, custodian, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (vi) being generally unable to pay its debts as they fall due.

15. **EXCUSED PERFORMANCE.** (a) *Force Majeure:* The parties will be excused from their respective performances hereunder (except Buyer's payment obligations) if performance is prevented or delayed by any acts of God, fire, explosion, flood, unusually severe or abnormal weather, riots or other civil disturbances, wars, acts of terrorism, actions of governments, voluntary or involuntary compliance with any Law or request of any governmental authority, strikes, lockouts or other labor difficulties, failure of usual sources of raw materials or other sources of supply, failure of computer systems to operate properly, destruction or loss of electronic records or data, failure of mechanical or chemical function or equipment normally used by Seller for manufacturing, handling or delivering of Product, or internally produced intermediates used in manufacture of any of the Product, plant shutdowns, any necessity to not operate, or to reduce operation of, equipment in order to protect the safety of people or to protect the environment, or any circumstances beyond the reasonable control of the party seeking excuse from performance ("*force majeure*"). Promptly after a party determines a *force majeure* condition exists, that party will notify the other of the circumstances and consequences claimed. Neither party will be obligated to settle any demands of, or disputes with, laborers; nor will Buyer be excused from paying monies due or complying with Seller's credit terms. Quantities affected by *force majeure* will be deleted from the Agreement, but the Agreement will otherwise continue in full force and effect for the term set forth in the Agreement. In periods of shortage of Product due to *force majeure*, Seller may apportion any reduced quantity of Product among itself and its customers and affiliates in a fair and reasonable manner. Seller will not be required to acquire Product to replenish any shortfall in Product arising as a result of a *force majeure*. Should Seller acquire any quantity of Product following a *force majeure*, Seller may use or distribute, without apportioning, such Product at its sole discretion. Notwithstanding the aforementioned, any quantity of Product Seller acquires and distributes to any non-affiliated customers will be equitably apportioned to all of Seller's non-affiliated customers. Under no circumstances will Seller be obligated to obtain Product for delivery hereunder except from its designated source(s) of supply, or if none is so designated by Seller, from its usual, customary and/or most recent source(s) of supply.

(b) *Shortages:* If for any reason shortages occur in Seller's supply of the goods or products necessary to produce Product, unless Buyer has provided Seller with written notice, and Seller agrees in writing, that each source of supply must be a qualified source of supply, Seller may, without obligation to Buyer, obtain similar products from other sources and allocate all such products produced among its customers, its own requirements and the requirements of its divisions, subsidiaries and affiliates, in a manner and amount that is fair and reasonable. Seller may deduct the quantity not shipped because of this allocation from the quantity under the Agreement without liability to Buyer for failure to deliver.

16. **FACILITY SHUTDOWN.** Seller may terminate this Agreement, without liability to Buyer, if Seller elects to permanently shut down the facility that produces the Product; provided Seller gives Buyer at least three (3) months' advance notice of early termination.

17. **TRADEMARKS**. Except as may be contained in a separate trademark license, the sale of Product (even if accompanied by documents using a trademark or trade name) does not convey a license, express or implied, to use any trademark or trade name and Buyer will not use a trademark or trade name of Seller's in connection with the Product.

18. **SUCCESSOR AND ASSIGNS**. The Agreement binds and inures to the benefit of Buyer and Seller and their respective successors and permitted assigns. Buyer may not assign any interest in, nor delegate any obligation under the Agreement, by operation of Law or otherwise, without Seller's prior written consent. Any assignment or attempted assignment in contravention of the foregoing will be null and void, will be considered a breach of the Agreement, and will permit Seller, in addition to any other rights that it may have, to terminate the Agreement.

19. **GOVERNING LAW/VENUE FOR DISPUTES**. This Agreement will be governed by the laws of the State of Texas. Any disputes arising out of or related to this Agreement will be finally settled by arbitration in USA and will be conducted by, and in accordance with the Rules of Conciliation and arbitration of the International Chamber of Commerce in effect at that time. In either case, neither the Convention relating to a uniform law on the International Sale of Goods 1964 nor the United Nations Convention on Contracts for the International Sale of Goods 1980 will apply to this Agreement.

20. **SEVERABILITY**. If for any reason any provision contained in this Agreement is held to be invalid, illegal, unenforceable, or otherwise void by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected and shall continue in full force and effect.

21. **AMENDMENT**. No salesperson is authorized to bind Seller; orders placed with a salesperson are not binding on Seller until confirmed in writing by Seller's authorized employee. All technical advice, services and recommendations by Seller are intended for use by persons having skill and know-how, and are accepted by Buyer at its own risk and Seller assumes no responsibility for results obtained or damages incurred from their use. No statements or agreements, oral or written, not contained herein or in a future amendment hereto executed by both parties will vary or modify the terms hereof. Neither party will claim any amendment, modification or release of any provisions hereof unless the same is in writing and such writing: (i) specifically refers to the Agreement; (ii) specifically identifies the term amended; and (iii) is signed by duly authorized representatives of Seller and Buyer.

22. **NOTICES**. All notices under this Agreement shall be in writing and (i) if delivered personally or by an internationally recognized overnight courier, be deemed given upon delivery; (ii) if sent by registered or certified mail, return receipt requested, be deemed given upon receipt; or (iii) if transmitted electronically, be deemed given on the business date accessible electronically. Notwithstanding the foregoing, any notice under this Agreement regarding a claim, demand, breach, termination or assignment, shall be sent by an internationally recognized overnight courier. A party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it shall become effective.

23. **INDEPENDENT CONTRACTORS**. Seller and Buyer are independent contractors only and are not partners, master/servant, principal/agent or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated under the Agreement or otherwise, and no fiduciary, trust or advisor relationship, nor any other relationship, imposing vicarious liability will exist between the parties under the Agreement or otherwise at Law.

24. **NO THIRD PARTY BENEFICIARIES**. The Agreement is solely for the benefit of Seller and Buyer and will not be deemed to confer upon or give to any third party any right, claim, cause of action or interest herein.

25. **MISCELLANEOUS**. These Terms supersede any terms and conditions of previous dates. The captions and section headings set forth in the Agreement are for convenience only and will not be used in defining or construction of any of the terms and conditions of the Agreement. Waiver by either party of any breach of the terms and conditions contained herein will not be construed as a waiver of any other or continuing breach. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of its other provisions. If the Agreement is a requirements contract or a partial requirements contract or a consignment agreement, or if rebates are to be paid, Buyer will maintain books and records sufficient to document and verify Buyer's purchase obligations and history and will permit Seller, during normal business hours, to audit those books and records. No course of dealing, course of performance, or usage of trade will be considered in the interpretation or enforcement of the Agreement.

[END OF TERMS]