

Gaylord Chemical General Conditions of Sale

1. GENERAL. These General Conditions of Sale (“Conditions of Sale”) apply to all communications relating to the sale of products and all sales and delivery of products (“Products”) made by Gaylord Chemical Company, L.L.C. (“Seller”) to the buyer of such Products (“Buyer”). Seller’s acceptance of Buyer’s order or proposal is expressly conditioned on Buyer’s assent to these General Conditions of Sale. No other agreements or general conditions will be applicable unless expressly agreed to by the Seller in writing. References herein to “the Contract” relate to any sales contracts, purchase orders, and any other communication relating to the sale and delivery of the Products, which are all subject to these General Conditions of Sale. Buyer’s assent to these General Conditions of Sale will be conclusively presumed by Buyer’s acceptance of Product. Seller reserves the right to change these General Conditions of Sale at any time. Any section of these General Conditions of Sale with obligations that extend beyond the term of a Contract will survive termination of such Contract. **UNLESS OTHERWISE EXPRESSLY AGREED BY SELLER, PRODUCTS SUPPLIED UNDER THE CONTRACT ARE FOR BUYER’S CONSUMPTION ONLY AND NOT FOR RESALE.**

2. PRODUCT QUANTITY, ORDERS AND SHIPMENTS. Seller will not be required to deliver a quantity of Products exceeding that specified in the Contract. If no monthly quantity is specified, Seller may limit the quantity to be supplied at Seller’s discretion. All orders placed by Buyer will be placed within Seller’s standard lead times and will be for full load shipments of one Product each. Orders placed outside of Seller’s standard lead times, and/or orders for mixed load or less than full load shipments, will be subject to Seller’s consent and to Seller’s standard upcharges. For purposes hereof, a full load shipment is a fully packed container based on the logistics mode selected for transportation of an order. Shipments of Products will be made only at the location specified by Seller, and Seller will select the origin of shipment, the carrier and the manufacturing location from which Products are supplied, subject to any facility qualifications required by Buyer. The quantity of all shipments will be determined in accordance with Seller’s usual weighing practices, with Seller’s quantity determination governing. Any delivery date indicated by Seller is an approximate estimate. Buyer will promptly unload each shipment at its own risk and expense and inspect the Products. For deliveries made in Seller owned or leased equipment, Buyer will be responsible for the payment of demurrage or detention charges if Buyer holds Seller’s equipment for longer than the allowable free time for delivery notified by Seller. Unless otherwise specified, title to, and risk of

loss of, the Products will pass from Seller to Buyer at Seller’s shipping location, with freight from the shipping location to Buyer’s destination for Buyer’s account.

3. PRICE AND PAYMENT TERMS. Unless otherwise agreed, the price for each Product is as specified by Seller and such price is subject to change at any time upon notice to Buyer. Any tax (other than income), duty or other governmental charge now or hereafter imposed on the Products or on any raw material used in manufacturing the Products (or on Seller or required to be paid or collected by Seller by reason of the manufacture, transportation, sale or use of such Products or raw material) will be paid by the Buyer in addition to the price. Funds are due in Seller’s bank or financial institution in accordance with the terms of Seller’s invoice. If Seller is prevented by law, regulation, or governmental action from increasing or continuing any price already in effect under the Contract, Seller may terminate the Contract on thirty (30) days’ notice. If, in Seller’s judgment, Buyer’s credit becomes impaired at any time, or Buyer fails to pay any indebtedness to Seller (whether or not under a Contract), Seller may, in addition to any other remedies, suspend shipments, change terms of payment or terminate the Contract by notice to Buyer. Seller will further have the right to charge interest at the then-maximum interest rate allowable by law, or off-set any amounts due from Seller to Buyer (whether or not under the Contract) on any amount due hereunder. Buyer’s obligation to perform will not be limited by any previous waiver by Seller. In the event Buyer breaches any term or condition of the Contract, Buyer shall reimburse Seller for all costs and expenses related to Seller’s pursuit of payment for any claim in any way arising from such breach, including but not limited to reasonable attorneys’ fees.

4. WARRANTIES. Seller warrants that each Product will, upon receipt by Buyer, meet the specifications agreed in the Contract or the specifications otherwise designated by Seller. Seller reserves the right to change the specifications of any Product at any time on at least thirty (30) days’ notice. Seller also warrants that it will comply with all applicable laws in the jurisdiction where the Products are manufactured. Notwithstanding the foregoing, where Products are sold after Seller has identified them as developmental, sample, pilot, test lot, scrap, or off-specification, they are sold to the Buyer “AS IS” at Buyer’s own risk, with no warranty whatsoever. **BUYER AGREES IT IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF ANY MATERIALS OR SELLER PRODUCTS IT SELECTS FOR ANY INTENDED**

PURPOSE AND ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS BY OR FROM SELLER REGARDING THE SUITABILITY FOR USE OF ANY SELLER PRODUCTS IN ANY INTENDED APPLICATION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO OTHER WARRANTIES OF ANY NATURE WHATSOEVER REGARDING THE PRODUCTS, WHETHER OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SHELF LIFE OR OTHERWISE, AND NONE WILL BE IMPLIED. FURTHER, SELLER MAKES NO REPRESENTATIONS AND ASSUMES NO RESPONSIBILITY WHATSOEVER WITH RESPECT TO FREEDOM FROM INFRINGEMENT OF ANY PATENT AND/OR COPYRIGHT RESULTING FROM BUYER'S USE OF PRODUCTS OR SELLER'S INFORMATION.

5. CLAIMS. Receipt by Buyer of any Products delivered hereunder constitutes unqualified acceptance of and waiver by Buyer of its rights to make any claim of any nature whatsoever with respect to the Products unless Buyer gives Seller written notice of such claim within thirty (30) days after receipt of such Products or, in case of non-delivery, within thirty (30) days of the date on which delivery was scheduled. Use or disposition of any portion of the Products by Buyer will be a waiver of all claims with respect to such portion. Buyer is not entitled to deduct from an invoice the amount of any claim asserted against Seller without Seller's written consent.

6. LIMITATION OF LIABILITY. BUYER'S EXCLUSIVE REMEDY AND SELLER'S EXCLUSIVE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF SELLER'S MANUFACTURE AND SUPPLY OF PRODUCTS HEREUNDER, OR FOR NON-DELIVERY, WHETHER SUCH CLAIM OR LIABILITY IS BASED ON NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, OR ANY OTHER LEGAL BASIS, IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH SUCH CLAIM IS MADE (PLUS TRANSPORTATION COSTS, IF ANY, PAID BY BUYER FOR SUCH PRODUCTS) OR, AT SELLER'S OPTION, THE REPLACEMENT OF SUCH PRODUCTS AT BUYER'S DESTINATION. NO PARTY IS TO BE LIABLE FOR LOSS OF PROFITS, LOSS OF PRODUCTION, INDIRECT, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF NEGLIGENCE. Nothing in the Contract excludes or restricts either Buyer's or Seller's liability for any matter that may not be excluded or limited as a matter of applicable law.

7. INDEMNIFICATION. Buyer will indemnify, defend and forever hold Seller and its directors, officers, employees, agents, suppliers, parents, affiliates, subsidiaries, successors and assigns harmless from any and all fines, penalties, suits, actions, claims, liabilities, judgments, costs, and expenses (including attorneys' fees and expenses) resulting or arising from: (a) Buyer's transportation, use, sale, handling, storage, or disposal of the Products or any product or waste derived therefrom;

(b) any product, substance or material created (directly or indirectly) by Buyer, which incorporates the Products (the "Buyer Product"), together with any application or use of Buyer Product, or (c) any failure of Buyer to comply with any of Buyer's representations, warranties, covenants or agreements set forth herein. The foregoing indemnification applies, but is not limited to, injury to person (including death) or damage or harm to property or the environment. Buyer is not obligated to indemnify Seller to the extent a claim is solely attributable to the failure of the Product to meet specifications.

8. FORCE MAJEURE. Neither party shall be liable in any respect for failure to perform hereunder (except for failure to pay amounts owing hereunder) if hindered or prevented, directly or indirectly for a reason outside its reasonable control including, without limitation, war, national emergency, terrorism, riot, inadequate transportation facilities, inability to secure materials, supplies, fuel or power, plant breakdown, fire, flood, windstorm, explosion, accident or other act of God, strike or other labor dispute, order or act of any government, whether foreign, national or local, whether valid or invalid, or any other cause of like or different kind (a "Force Majeure Event"). If either party is unable to perform its obligations hereunder due to a Force Majeure Event, or if either party considers it likely that it may become so unable, then that party shall, as soon as reasonably practicable, notify the other of the estimated extent and duration of such inability. Any quantity of Product so affected will be deducted from the total quantity obligation of Buyer. Seller, during any period of shortage due to a Force Majeure Event, may allocate its available supply of Product among its internal requirements and its customers on whatever basis Seller may deem fair and practical. Seller will not be required to procure Product from third parties to satisfy its obligations to Buyer hereunder during any period of shortage due to a Force Majeure Event.

9. SAFETY AND HEALTH COMMUNICATIONS. Buyer acknowledges that it has consulted Seller's documents, including information set forth on Seller's Safety Data Sheets regarding the Products and other technical bulletins and publications containing safety, health, handling and environmental hazard information concerning Products and their properties, that it has read and it understands such information, and that it agrees to incorporate such information into its personnel safety programs. Buyer shall fully and adequately inform its employees, contractors, agents and other third parties who may become exposed to Products after delivery to Buyer hereunder, of any hazards associated with Products, and of the proper storage, handling and use procedures for Products, whether disclosed in such documents or in additional documents which are transmitted to Buyer during the term of the Contract. Buyer acknowledges its independent obligation to fully

and adequately incorporate available information, such as that supplied by Seller, into its product safety communications and to provide to all of its employees, contractors, agents and customers copies of such hazard communication documents. If Product is further processed, mixed or incorporated into another product, Buyer shall likewise disseminate appropriate health and safety information to all persons Buyer foresees may be exposed to such product.

10. COMPLIANCE; RESTRICTIONS ON USE. The obligations stipulated in the Contract shall be performed in an ethical manner, using sound business practices and in accordance with applicable law, including but not limited to, laws prohibiting commercial bribery, improper payments to public officials and money laundering. Buyer agrees to comply with all applicable laws and regulations of all jurisdictions governing the export, re-export, transport, trafficking and brokering of the Products including, but not limited to, the export control and sanctions laws and regulations of the country in which the Buyer conducts its business, and the export control and sanctions laws and regulations of the United States. Buyer represents and warrants that it is not purchasing any Product in violation of Seller's DMSO Sales Policy and agrees to comply with the use restrictions in such Policy. Any failure to comply with the foregoing provisions will be considered a breach of the Contract subject to damages and any other remedies available under the Contract and at law including, without limitation, the right of the non-breaching party to immediately terminate the Contract.

11. ASSIGNABILITY. The Contract (including all rights, duties and obligations hereunder) will be binding upon and inure to the benefit of the respective successors and assigns of the parties, and may not be transferred or assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, that Seller has the right to assign the Contract without Buyer's consent to an affiliate of Seller, or to a purchaser or other successor to Seller's assets used in the manufacture of the Products.

12. GOVERNING LAW. The Contract is governed by, and is to be construed in accordance with, the laws of the State of Louisiana, without regard to the conflicts of laws provisions thereof. The rights and obligations of the parties under the Contract are not to be governed by or construed in accordance with the provisions of the Convention for the International Sale of Goods.

13. MEDIATION; ARBITRATION. In the event any dispute arises in connection with the Contract, the parties agree to use their best efforts to settle such dispute by consulting and negotiating with each other in good faith to reach a just and equitable solution satisfactory to both parties. In the event that the parties are unable to resolve a dispute within 45 days, the dispute will be referred to

JAMS for mediation. If the parties are unable to resolve the dispute by mediation, the dispute will be finally settled by arbitration in front of one arbitrator in accordance with the rules of JAMS. The arbitrator will be unaffiliated in any manner with either of the parties and will be generally familiar with the chemical industry. The arbitration will take place in Slidell, Louisiana. The arbitrator will have authority to award relief under legal or equitable principles, and to allocate responsibility for the costs of the arbitration and to award recovery of attorneys' fees and expenses in such manner as is determined to be appropriate by the arbitrator. The arbitration award will be final and binding on the parties, and will deal with the question of costs of arbitration and all matters related thereto. Judgment upon the award rendered may be entered into any court having jurisdiction, or application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be. The arbitration will be governed by the choice of law set forth herein. Anything herein to the contrary notwithstanding, Seller need not resort to mediation or arbitration for resolving disputes related to Seller's right to enforce payment for the Products, and Seller may bring suit against Buyer to enforce its right to payment in any competent court having jurisdiction over Buyer or its assets, wherever located.

14. NO USE OF SELLER'S MARKS. Buyer will not use Seller's trade names, trademarks, logos or other similar identifying marks or characteristics for the manufacture, sale or promotion of Buyer's products without Seller's prior written consent.

15. NOTICES. Notice by either Seller or Buyer will be made only by e-mail to the address set forth in the Contract with confirmation, or by letter addressed to the other party at its address in the Contract, and will be considered given as of (a) the time it is confirmed by read receipt for e-mail or (b) the business day immediately following the day on which it is deposited with a recognized overnight courier (postage or charges prepaid). If no contact information is provided in the Contract, notices to Seller should be made by e-mail to csr@gaylordchem.com.

16. SEVERABILITY. In case any one or more of the provisions contained in these General Conditions of Sale should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect against any party hereto, such invalidity, illegality, or unenforceability will only apply to such party in the specific jurisdiction where such judgment is made, and the validity, legality, and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby. These General Conditions of Sale will not be reformed in any way that will deny any party the essential benefits of the Contract, unless such party waives its rights to such benefits in writing.