

CYTEC TERMS & CONDITIONS

1. **REVISION OF PRICE.** SELLER may from time to time revise the price of any material hereunder on at least 30 days' advance notice to BUYER. The revised price shall be paid on all shipments made after such notice period, irrespective of the dates when the orders for such shipments were placed, unless, in the case of an increase in price, SELLER shall, within 20 days after the date of SELLER's notice, receive from BUYER written notice that BUYER is unwilling to accept such increase. Upon receipt of such notice, SELLER shall have the right within ten days thereafter to terminate this contract as to such material by mailing written notice to BUYER of such termination. If SELLER is prevented from revising any price hereunder by any law, governmental decree, order or regulation, or if any price at any time in effect hereunder is nullified or reduced by reason of any law, governmental decree, order or regulation, SELLER shall have the right to terminate this contract by giving written notice of termination to BUYER which shall be effective upon the receipt thereof.

2. **WEIGHTS; SHIPMENTS.** SELLER's weights taken at shipping point shall govern. SELLER reserves the right to route shipments.

3. **NONPAYMENT; CREDIT.** If any lot or parcel shall not be accepted and/or paid for in accordance herewith, or any stated periodic minimum quantity shall not be ordered out, then SELLER may without prejudice to other lawful remedy defer shipments until settlement is made, terminate this contract or treat such failure as substantially impairing the value of the whole contract and hence as a breach hereof. If in the opinion of SELLER the financial responsibility of BUYER shall at any time become impaired, SELLER may decline to make further shipments except on advance receipt of cash or satisfactory security.

4. **WAIVER.** Failure of SELLER to exercise any right under this contract shall not be deemed a waiver thereof.

5. **TAXES.** BUYER shall reimburse SELLER for all taxes, excises or other charges which SELLER may be required to pay to any government (national, state or local) upon, or measured by, the production, sale, transportation, delivery or use of the materials sold hereunder.

6. **PATENTS.** SELLER reserves the right to discontinue deliveries hereunder of any material if, in the opinion of SELLER, its manufacture, sale and/or use would infringe any Letters Patent now or hereafter issued and under which SELLER is not licensed.

7. **WARRANTY; LIABILITY.** Seller warrants that the material sold hereunder shall be of merchantable quality and shall conform to the attached specifications, if any, and otherwise to SELLER's standard specifications for such material and that upon payment of the purchase price, BUYER will receive good title to all such material free from any lien or encumbrance. **NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER OF FITNESS OR AGAINST INFRINGEMENT OR OTHERWISE, IS MADE AS TO THE MATERIAL SOLD OR ANY INSTRUCTIONS OR TECHNICAL ADVICE PROVIDED.** On passage of title to BUYER, BUYER assumes all responsibility and liability for, and agrees to defend and indemnify SELLER against, all claims, loss or damage resulting from BUYER's storage, handling or use of the materials purchased, alone or in combination with other substances, or their containers.

8. **LIMITATION OF CLAIMS.** No claim by BUYER of any kind shall be greater in amount than the purchase price of the materials in respect of which damages are claimed. In addition, SELLER shall have no liability whatsoever for special, incidental, indirect, punitive or consequential damages (including, but not limited to, damages for injuries to persons or to property). Failure by BUYER to give SELLER written notice of claim within 30 days from date of delivery or, in the case of nondelivery, from the date fixed for delivery, shall constitute a waiver by BUYER of all claims in respect of such materials. Any action for breach of this contract (other than for nonpayment of the purchase

price) must be commenced within one year after the cause of action has accrued.

9. **SAFETY; HEALTH.** Seller will provide BUYER Material Safety Data Sheets for the materials sold hereunder which will provide warnings and safety and health information about such materials. BUYER agrees to provide such warnings and information to all persons whom BUYER can reasonably foresee may be exposed to hazards of such materials.

10. **EXCUSES FOR NONPERFORMANCE.** If the manufacture, transportation, delivery or receipt by either party of any material covered hereby is prevented, restricted or interfered with by reason of any event or cause whatsoever beyond the reasonable control of the party so affected, such party shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference. If by reason of any such event or cause, the quantities of the materials covered hereby, or of any materials used in the production thereof, reasonably available to SELLER shall be less than its total needs for its own use and for sale, SELLER may allocate its available supply of any such materials among its existing or prospective purchasers and/or its own departments and subsidiaries in such manner as SELLER deems proper, without thereby incurring liability for failure to perform this contract. SELLER shall have no obligation to purchase supplies of any material sold hereunder to enable it to perform its obligations hereunder.

11. **LAW AND JURISDICTION.** This contract is to be construed, and the respective rights and duties of BUYER and SELLER are to be determined according to the law of the State of New Jersey. The parties agree to exclude the application of the UN Convention on Contracts for the International Sale of Goods. The parties agree that any litigation arising out of this contract shall be brought only in the federal or state courts in the state of New Jersey and both parties consent to the jurisdiction of such courts.

12. **COMPLETE CONTRACT.** This document constitutes the complete and exclusive statement of the terms of the contract between the parties hereto with the reference to the subject matter hereof, and no statements or agreements, oral or written, made prior to or at the signing hereof shall vary or modify the written terms hereof. None of BUYER's inconsistent and/or additional terms and conditions submitted in acknowledging or accepting this contract or in issuing purchase orders, releases, shipping instructions or other documents shall apply. Neither party shall claim any modification or rescission from any provision hereof unless such modification or rescission is in writing, signed by the other party's authorized representative.

13. **ASSIGNABILITY.** This contract is not assignable or transferable by either party, except to the party's successor or to the transferee of all or substantially all the party's assets to which this contract relates. SELLER and BUYER may also assign any of their respective rights and obligations hereunder to any of their affiliated entities. No assignment hereunder shall relieve any party of its obligations under this contract.

14. **FAIR LABOR STANDARDS ACT.** SELLER represents that the materials covered hereby have been produced in compliance with the requirements of Section 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended.