

Any purchase order or like document ("Order") for product ("Product") by the buyer ("Buyer") are subject to written acceptance by ("Seller") and to credit approval. The complete agreement between Seller and Buyer is contained in these Terms and in other document(s), if any, agreed to in writing by Seller and Buyer (collectively, "Contract").

BUYER'S SUBMISSION OF AN ORDER AUTOMATICALLY CONSTITUTES BUYER'S IRREVOCABLE ACCEPTANCE OF THESE TERMS. ANY PERFORMANCE OR OTHER ACTION UNDERTAKEN BY SELLER FOLLOWING ITS RECEIPT OF SUCH ORDER, INCLUDING SELLER'S RECEIPT OF ANY PAYMENT, AS WELL AS THE RIGHTS AND OBLIGATIONS OF SELLER AND BUYER, SHALL BE EXCLUSIVELY GOVERNED BY THESE TERMS (AND, IF APPLICABLE, THE REMAINDER OF THE CONTRACT). ANY TERM IN THE ORDER SUBMITTED BY THE BUYER AND NOT SPECIFICALLY AGREED TO BY SELLER IN WRITING IS HEREBY REJECTED AND SHALL NOT BE APPLICABLE TO THE CONTRACT.

1. **ACCEPTANCE AND PRICE:** Except as stated therein, quotations by the Seller are held open for thirty (30) days from the date on the quotation. Prices quoted will be firm for orders scheduled by Seller to be delivered within sixty (60) days after the quotation date; otherwise, Seller reserves the right to apply prices in effect at the time of delivery, including any surcharges applicable to the cost of production, distribution or storage of Product. Prices do not include sales, use, excise, or other similar taxes or governmental charges, and all such present and future taxes and charges will be paid by Buyer. Payment terms are as set forth in the Contract, or Sale Confirmation / Acknowledgment. If any government action, order or request prevents Seller from adjusting or continuing in effect the price stated in this Contract, Seller shall have the right to cancel this Contract with respect to all or a portion of Product deliverable thereunder, without any liability whatsoever. Each delivery of Product is a separate and independent transaction, and payment for each delivery shall be made accordingly. All payments are to be made in the currency quoted by the Seller and in full, and are not subject to set-off, recoupment, abatement, counter-claim or any other adjustment by the Buyer.

2. **DELIVERY:** Delivery to Buyer of Product, and corresponding transfer of title and of all risk of loss, shall occur upon Seller's loading of Product onto the carrier at Seller's plant, or as may otherwise be agreed in the Contract (the "Delivery Point"). Delivery dates, where stated, are approximate. Buyer grants Seller a purchase money security interest in all Product delivered hereunder until full payment therefor has been received by Seller, and shall execute such related documents as reasonably requested. Seller reserves the right to pack the Product otherwise than as specified by Buyer but otherwise in a commercially reasonable manner. Seller's weights shall govern, absent manifest error.

3. **RETURNABLE CONTAINERS:** Except as provided below, returnable containers, if any, shall remain the property of Seller. Buyer shall pay a deposit fee, per container, to be determined from time to time by Seller. Upon Buyer returning such container, freight prepaid, within ninety (90) days from the date of invoice, in good and fully reusable condition, properly cleaned and without any residue of Product or any other materials, such deposit will be returned. If any returnable container is not so returned, title and all responsibility with respect to such container shall be deemed to have been transferred to Buyer at the Delivery Point, and the deposit fee shall be non-refundable and shall be retained by Seller. Applicable taxes, if any, on such deemed transfer shall be borne by the Buyer.

4. **EXCUSED NON-PERFORMANCE:** (a) Seller shall not be liable for breach of any obligation directly or indirectly attributable to circumstances beyond Seller's reasonable control. Such circumstances include, but are not limited to, acts of God, acts of Buyer, war, riots, accident, fires, explosions, floods, sabotage, terrorism, governmental laws, regulations, orders or action, national defense or security requirements, acts or failure to act of its suppliers or other third parties, natural disaster, weather conditions, or shortages of or inability to obtain (as and when required and upon Seller's usual terms and from its usual sources of supply) suitable or sufficient energy, labor, machinery, facilities, raw materials, transportation, supplies or other resources or services. Labor difficulties, strike, lockout or injunction shall be conclusively presumed to be beyond Seller's reasonable control, and accordingly within the meaning and intent of this Paragraph 4. All or some of the quantities of Product deliverable under this Contract, or other performance by Seller, that is affected by this Paragraph 4 may, in the sole and absolute discretion of Seller, be eliminated and/or suspended from the operation of this Contract (with the elimination and/or suspension of Buyer's corresponding obligations), but such Contract shall remain otherwise unaffected.

(b) In the event of inability for any reason to supply the quantity of Product stated in this Contract, Seller may in its sole discretion, without any liability, allocate its available supply among any or all purchasers, as well as itself and its affiliates, in a manner that is fair and reasonable. Affiliate shall mean any Company controlling, controlled by or under common control with the Seller. Control meaning in this context the direct or indirect ownership of at least fifty (50%) percent of the voting rights/ shares of a Company or the power to nominate at least half of the directors, or the power otherwise to determine the policy of a company or organization.

(c) Seller shall have the right, without any liability, to discontinue all or any of its performance obligations under this Contract if, in its sole and exclusive good faith opinion, the manufacture, export, import, sale and/or use of the Product, or of any related component or process, by it or any of its affiliates may infringe any patent or intellectual property right.

5. **PRODUCT SAFETY:** BUYER WARRANTS AND AGREES TO TRANSPORT, STORE, HANDLE, USE, DISPOSE OF AND OTHERWISE DEAL WITH PRODUCT SAFELY AND IN STRICT COMPLIANCE WITH ALL LAWS AND REGULATIONS AND ALL APPLICABLE STANDARDS OF CARE, INCLUDING IN A MANNER NO LESS STRINGENT THAN AS SET FORTH IN SELLER'S LABELS, MATERIAL SAFETY DATA SHEETS AND OTHER SAFETY AND HEALTH INFORMATION. Seller does not warrant the safety of the Product or its use, whether alone or in combination with any other substance or in any process. Buyer assumes all responsibility for warning its employees, customers and independent contractors of any hazards associated with the Product, including incorporation of the Product into Buyer's substances or processes. Seller assumes no liability for Buyer's failure to comply with Buyer's obligations under the E.U. REACH (Registration, Evaluation, Authorization, and Restriction of Chemicals) regulations and any such other applicable regulations that may be in force and operation from time to time to the extent that it is more stringent than the said EU (REACH) Regulations.

6. **WARRANTY:** SELLER MAKES NO WARRANTY OF, AND SHALL HAVE NO LIABILITY FOR, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF SELLER IS AWARE OF SUCH PURPOSE) OR OTHERWISE, WHETHER EXPRESS OR IMPLIED, OTHER THAN THAT THE PRODUCT, UPON DELIVERY TO BUYER AT THE DELIVERY POINT AND NOT ALTERED OR MODIFIED BY BUYER OR ANY THIRD PARTY, SHALL MEET THE SPECIFICATIONS UNDER THIS CONTRACT. NO OTHER WARRANTY OR LIABILITY WHATSOEVER, EXPRESS OR IMPLIED, AND WHETHER ARISING BY OPERATION OF LAW OR CUSTOM, SHALL APPLY. Buyer agrees to inspect the Product immediately upon such delivery and to give notice in writing to Seller of any claim within thirty (30) days of such delivery. Failure to give notice in writing as aforesaid within the specified time constitutes an unqualified acceptance of the Product and a waiver of all claims with respect thereto. Other than Seller's affiliates, there are no third-party beneficiaries to these Terms or the Contract.

7. **LIABILITY:** Seller's total liability shall be limited to the purchase price of the Product supplied (or to have been supplied) hereunder in respect of which damages are claimed. All technical or other advice, recommendation or assistance by Seller, whether or not at Buyer's request, with respect to the Product, its processing, further manufacture, other use or resale or otherwise, is given *gratis* by Seller and Seller shall not be liable for, and Buyer assumes all risk of, same and the consequences thereof.

OTHER THAN AS SET FORTH IN THIS PARAGRAPH 7, SELLER SHALL IN NO EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, AND REGARDLESS (i) WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND (ii) WHETHER SELLER WAS OR SHOULD HAVE BEEN AWARE OF SAME. Upon satisfactory proof of claim by Buyer, and as Buyer's exclusive remedy, Seller will, within a reasonable time, supply Buyer with replacement product of the same or equivalent type, free of charge, freight prepaid or, at Seller's option, refund the purchase price for the Product upon return of the Product or other delivered material, or the unused portion thereof. Buyer charges for replacements and returns for credit will not be allowed unless authorized by Seller in writing.

8. **MANUFACTURING DEVICES AND CONFIDENTIAL INFORMATION:** All manufacturing devices, designs, formulas, data, or other technical information of Seller or any of its affiliates relating to this Contract will remain Seller's or its affiliates' confidential property, and Buyer shall not have any rights thereto, nor any rights to disclose such items or information to any third party. Nothing in this Contract shall be construed (by implication, estoppel or otherwise) as granting, or as an undertaking by Seller to subsequently grant, to Buyer any license, right, title or interest in or to any present or future patent, patent application, know-how, copyright, trademark, trade secret or other proprietary right.

9. **BUYER'S CREDIT/COLLECTION:** Seller reserves the right, among other remedies, either to terminate this Contract, or to suspend further deliveries under it in the event Buyer fails to pay in full for any one delivery when payment is due. Should Buyer's credit standing become unsatisfactory to Seller, in its sole and exclusive judgment, advanced cash payments or satisfactory security may be required by Seller for future deliveries and for Product(s) theretofore delivered. Buyer shall be responsible for the payment of reasonable attorneys' fees and related costs and expenses incurred by Seller in (a) any claim or action by Seller to enforce this Contract, and (b) successfully defending any claim or action by Buyer.

10. **COMPLIANCE:** Seller's policies concerning social, safety and environmental matters can be found at www.evonik.com/responsibility. Seller expects that all parties in its supply chain and anyone using Seller's products for other than an end-use similarly meet such standards. Buyer shall comply with all applicable legal requirements in its import, use, transport, storage, distribution, and export of the product (especially if not an end-use), including compliance with the U.S. Foreign Corrupt Practices Act. Seller's export of this product and any related technical information may be subject to U.S. laws and regulations controlling the export and re-export of products and data. Seller shall not be obligated under these sales terms to export, transfer or deliver any products and related data to Buyer if prohibited by applicable law or until all necessary government registrations or authorizations have been obtained. Seller shall not be liable for any expenses or damages resulting from failure to obtain or delays in obtaining any such required government authorizations and may, at its option, rescind a sale if the necessary registrations or authorizations cannot be obtained or are delayed. The Buyer shall indemnify Seller and its affiliates against, and hold Seller harmless from, any claims, damages, costs, expenses, liabilities, losses, or proceedings whatsoever arising out of, or in connection with, any breach by Buyer of its obligations set forth in these Terms or otherwise in the Contract, and from its use, storage or other handling of or resale of Product.

11. **BINDING EFFECT/ASSIGNMENT:** This Contract shall be binding on the successors and assigns of Buyer and Seller; *provided, however,* that Buyer shall not assign this Contract in whole or in part without the prior written consent of Seller.

12. **WAIVER/SEVERABILITY:**

(a) The failure of Seller to insist upon strict performance of any of the provisions of this Contract will not constitute a waiver of those or any other provisions. No waiver by Seller shall be deemed to arise from any course of dealing or trade custom, and will only be effective if set forth in a separate writing, signed by Seller. (b) Should any provision of this Contract be deemed wholly or partly invalid, this shall have no effect on the validity of the remaining provisions.

13. **GOVERNING LAW/JURISDICTION:** This Contract shall be interpreted and enforced in accordance with the laws of India, without regard to the United Nations Convention on the International Sale of Goods or other international treaty, rule or accord, and without regard to conflicts of law principles. Seller and Buyer hereby irrevocably submit to the exclusive jurisdiction of the competent courts located in Mumbai, India for the resolution of any claim under this Contract, and Buyer agrees not to assert any defense to any suit, action or proceeding initiated by Seller based upon improper venue or inconvenient forum.