All orders for product ("Product") are subject to written acceptance by the Evonik entity that is to sell the Product ("Seller"), and to ongoing credit approval. The complete and exclusive agreement between the buyer ("Buyer") is contained in these Terms and in its corresponding document(s), if any, agreed to in writing by Seller and Buyer (collectively, "Contract"), and cancels and supersedes any prior understandings or agreements. BUYER'S SUBMISSION OF ANY PURCHASE ORDER OR LIKE DOCUMENT ("ORDER") NOT SPECIFICALLY AGREED TO BY SELLER IN WRITING IN ADVANCE IS HEREBY REJECTED, AND AUTOMATICALLY CONSTITUTES BUYER'S IRREVOCABLE ACCEPTANCE OF THESE TERMS (AND, IF APPLICABLE, THE REMAINDER OF THE CONTRACT).  

1. ACCEPTANCE/PRICE/PAYMENT: Except as stated therein, quotations are held open for thirty (30) days from the date on the quotation. Prices quoted will be firm for thirty (30) days from the date of the quotation, or for such other period as stated in the quotation. All quotations are subject to cancellation at any time before acceptance by Buyer. Upon Buyer's acceptance, all terms and conditions stated herein shall apply, and Buyer acknowledges receipt of this information. Whether or not an order is accepted, Seller reserves the right to charge Buyer for all costs, expenses, and charges incurred by Seller in connection with its performance under the Contract, including, but not limited to, Buyer's costs, expenses and charges for handling, processing, shipping, and storage of Products delivered under the Contract, or Seller's receipt of any payment. As well, the RIGHTS AND OBLIGATIONS OF SELLER AND BUYER, SHALL BE EXCLUSIVELY GOVERNED BY THESE TERMS (AND, IF APPLICABLE, THE REMAINDER OF THE CONTRACT).  

2. DELIVERY: Delivery to Buyer of Product, and corresponding transfer of title and of all risk of loss exclusively to Buyer, shall occur upon Seller's loading of Product onto the carrier at Seller's shipping point or as otherwise agreed to in the Contract (the "Delivery Point"). Delivery dates, where stated, are approximate and shall not be strictly construed or enforced. 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 proof to the contrary.  

3. EXCLUDED NON-PERFORMANCE: (a) Seller shall not be liable for breach of any obligation directly or indirectly attributable to events or circumstances beyond Seller's reasonable control, and whether affecting Seller or any person or entity whose performance is required by the Contract, including, but not limited to, acts of God, acts of Buyer, war, riots, accidents, fires, explosions, floods, sabotage, terrorism, governmental regulation (including but not limited to those relating to materials, transportation, supplies or other resources or services. Labor difficulties, strike, lockout or other act of workers shall be conclusively presumed to be beyond Seller's reasonable control, and accordingly within the meaning and intent of this Paragraph. (b) Seller, in its sole discretion, may continue or end the Contract or some or all of the quantities of Product deliverable under, or performance by Seller in connection with, this Contract, (in whole or in part) due to force majeure, and absolute discretion, be eliminated and/or suspended from the operation of the Contract (with the elimination and/or suspension of Buyer's corresponding obligations), but such Contract shall remain otherwise unaffected.  

4. PRODUCT SAFETY: BUYER COVENANTS AND AGREES TO TRANSPORT, STORE, HANDLE, USE, PROCESS, AND DISPOSE OF THE PRODUCT SO AS TO COMPLY WITH ALL LAWS, REGULATIONS, SPECIFICATIONS, AND OTHER REQUIREMENTS THAT MAY BE APPLICABLE. BUYER AGREES TO KEEP THE PRODUCT FREE OF ANY HAZARDS OR CONDITIONS THAT MIGHT IMPAIR, IMPAIR, OR IMPLY, AT LAW OR IN EQUITY OR OTHERWISE, OTHER THAN THAT (A) THE PRODUCT, UPON DELIVERY AT THE DELIVERY POINT AND NOT ALTERED OR MODIFIED IN ANY WAY, INCLUDING AS A RESULT OF ANY HA ZARD OR CONDITION, WILL COMPLY WITH ALL LAWS, REGULATIONS, SPECIFICATIONS, AND OTHER REQUIREMENTS THAT MAY BE APPLICABLE, OR (B) SELLER SHALL TRANSFER TO BUYER GOOD TITLE, TITLE TO THE PRODUC T, UPON DELIVERY AT THE DELIVERY POINT AND NOT ALTERED OR MODIFIED IN ANY WAY, INCLUDING AS A RESULT OF ANY HAZARD OR CONDITION, WILL BE FREE OF ALL LIENS, SECURITY INTERESTS, OR OTHER CLAIMS. THE SPECIFICATIONS STATED IN THE CONTRACT, AND (B) SELLER SHALL TRANSFER TO BUYER GOOD TITLE, TITLE TO THE PRODUCT, UPON DELIVERY AT THE DELIVERY POINT AND NOT ALTERED OR MODIFIED IN ANY WAY, INCLUDING AS A RESULT OF ANY HAZARD OR CONDITION, WILL BE FREE OF ALL LIENS, SECURITY INTERESTS, OR OTHER CLAIMS. ALL PRODUCT 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 or equipment. Buyer assumes all responsibility for warning its employees, customers, and contractors of any hazards associated with the Product, including those arising from incorporation of the Product into any subsequent process. The Product or any portion thereof and any subsequent process, is performed, and using the Product, or of any related items or processes or procedures that use the Product. In the event of a breach of any of the above warranties or representations, Buyer, in its absolute discretion, be eliminated and/or suspended from the operation of the Contract (with the elimination and/or suspension of Buyer's corresponding obligations), but such Contract shall remain otherwise unaffected.  

5. WARRANTY: SELLER MAKES NO WARRANTY OF, AND SHALL HAVE NO LIABILITY FOR, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF SELLER IS EXPRESSLY OR IMPLIED, AT LAW OR IN EQUITY OR OTHERWISE, OTHER THAN THAT (A) THE PRODUCT, UPON DELIVERY AT THE DELIVERY POINT AND NOT ALTERED OR MODIFIED IN ANY WAY, INCLUDING AS A RESULT OF ANY HAZARD OR CONDITION, WILL COMPLY WITH ALL LAWS, REGULATIONS, SPECIFICATIONS, AND OTHER REQUIREMENTS THAT MAY BE APPLICABLE, OR (B) SELLER SHALL TRANSFER TO BUYER GOOD TITLE, TITLE TO THE PRODUCT, UPON DELIVERY AT THE DELIVERY POINT AND NOT ALTERED OR MODIFIED IN ANY WAY, INCLUDING AS A RESULT OF ANY HAZARD OR CONDITION, WILL BE FREE OF ALL LIENS, SECURITY INTERESTS, OR OTHER CLAIMS. ALL PRODUCT 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 or equipment. Buyer assumes all responsibility for warning its employees, customers, and contractors of any hazards associated with the Product, including those arising from incorporation of the Product into any subsequent process. The Product or any portion thereof and any subsequent process, and using the Product, or of any related items or processes or procedures that use the Product. In the event of a breach of any of the above warranties or representations, Buyer, in its absolute discretion, be eliminated and/or suspended from the operation of the Contract (with the elimination and/or suspension of Buyer's corresponding obligations), but such Contract shall remain otherwise unaffected.  

6. 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, 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 6, SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENT OR OTHER DAMAGES, AND REGARDLESS (i) WHETHER THE DAMAGES ARE CAUSED BY BREACH OF CONTRACT, BREACH OF ANY IMPLIED OR STATUTORY WARRANTY, OR WHETHER DIRECTLY OR INDIRECTLY CAUSED BY ANY ACT OR OMISSION OF SELLER, ITS AFFILIATES, OR ANY OF THEIR EMPLOYEES, AGENTS OR OTHER PERSONS, WHETHER BY NEGLIGENCE OR OTHERWISE, AND (ii) WHETHER SELLER WAS OR SHOULD HAVE BEEN AWARE OF SUCH DAMAGES. Seller shall not be liable for any reason, claim, suit, proceeding, damages, costs, fees, expenses (including reasonable attorneys' fees and expenses), liabilities, losses, obligations, judgments, and penalties ("Damages") arising out of, or in connection with, the Product, delivery, or performance of the Contract, and also from Buyer's transportation, use, storage, handling, disposal, resale of or other dealing with the Product.  

7. LIMITATIONS OF ACTIONS: Subject to Paragraph 5, Buyer's right to commence a legal action arising out of or in connection with the Contract or the Product expires one (1) year after the cause of action has accrued. Buyer hereby waives any other applicable statute of limitations. Failure by Buyer to commence a legal action within one year from Buyer commencing any legal action with respect thereto.  

8. MANUFACTURING DEVICES AND CONFIDENTIAL INFORMATION: All manufacturing, design, and other information or inventions arising out of or in connection with the Contract will remain Seller's and/or its affiliates' property, and Buyer shall not have any rights thereto, nor any right to disclose such items or information to any third party. Nothing in this Contract shall be construed (by implication, express, 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: Notwithstanding any prior credit approval, if Buyer fails to pay in full for any one invoice when payment is due, or if at any time Seller in its sole discretion, be eliminated and/or suspended from the operation of the Contract (with the elimination and/or suspension of Buyer's corresponding obligations), but such Contract shall remain otherwise unaffected.  

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 or re-export of Product (especially if not end-use). Seller's export of Product and any related technical information may be subject to laws and regulations controlling the export and re-export of products and data. Seller shall not be obligated 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 such registrations or authorizations. Seller reserves the right, at its option, to rescind a sale if the necessary registrations or authorizations cannot be obtained or are delayed.  

11. BINDING EFFECT/ASSIGNMENT: The Contract shall be binding on the successors and assigns of Seller, and Buyer hereby irrevocably assigns and transfers all of its rights and obligations under the Contract, or suffer the same to occur without the prior written consent of Seller. Other than Seller's affiliates, there are no third-party beneficiaries to the Contract.  

12. WAIVER/SEVERABILITY: (a) Seller’s failure in any instance to insist upon strict performance of any provision of the Contract will not constitute a continuing waiver of such provision, or a waiver of any other provision. No waiver by Seller shall be deemed to arise or modify the course of dealing or trade custom, and will only be effective if set forth in a separate writing specifically identifying the matter waived, and signed by Seller. (b) If any provision of the Contract is held invalid by reason of being partly invalid, the remainder provisions shall not be affected.  

13. GOVERNING LAW/CONSTRUCTION/WAIVER OF JURY TRIAL: The Contract shall be interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to the United Nations Convention on the Foundation of Goods and any other international law (whether construed as applying to commercial matters or not). All disputes arising out of, or in any manner relating to or connected with the Contract, or any defense to any suit, action or proceeding initiated by Buyer based upon improper venue or personal jurisdiction under the Contract, and Buyer agrees not to assert any defense to any suit, action or proceeding initiated by Seller based upon improper venue or personal jurisdiction under the Contract. ANY DEFENSE TO ANY SUIT, ACTION OR PROCEEDING, WHETHER BY WAY OF CLAIM OR COUNTERCLAIM, BROUGHT BY IT RELATED TO THE CONTRACT SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. BUYER HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.  

14. LANGUAGE: Seller and Buyer expressly agree that the Contract as well as all documents and notices issued hereunder or relating hereto will be in English. Les parties ont expressément exigé que ce contrat, ainsi que tous documents et avis émis en vertu de celui-ci ou s’y rattachant, soient en anglais. 