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 express terms and conditions of sale and purchase (the "Contract") are contained in these Terms and in any agreement(s), if any, agreed to in writing by Seller and Buyer (collectively, "Contract"). PARAGRAPH 6, SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, AND REGARDLESS (I) WHETHER THE LOSS OR DAMAGE RESULT FROM ANY FORM OF NEGLIGENCE OR OTHERWISE, AND (II) WHETHER SELLER WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. Upon satisfactory proof of claim by Buyer of Product not meeting specifications as provided in this Contract, and as Buyer’s exclusive remedy, Seller will refund the purchase price for the Product upon return of such non-conforming Product. Buyer claims for replacements and returns for credit will not be allowed unless authorized by Seller in writing. The Buyer shall indemnify, defend and hold harmless Seller and its affiliates from and against all claims, proceedings, damages, costs, fees, expenses (including reasonable attorneys’ fees and expenses), liabilities, losses, obligations, judgments, and penalties ("Damages") arising out of, or in connection with, any actual or alleged breach by Buyer of its obligations under the Contract, and also from Buyer’s transportation, use, storage, handling, disposal, resale or other dealing with 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 commencing any legal action with respect thereto.

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 the Contract will remain Seller’s or its affiliates’ confidential property, and Buyer shall not have any right thereto, nor any right to disclose such items or information to any third party. Nothing in the 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: 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 absolute discretion, be eliminated and/or suspended from the operation of the Contract under, the Contract that is affected by a Force Majeure event may, in Seller’s sole and exclusive good faith judgment determines Buyer’s credit or payment history to be unacceptable, or believes that Buyer’s future credit will be unacceptable, Seller reserves the right, among other remedies and without any liability, (a) to cancel any order or terminate the Contract, (b) to suspend or terminate any shipments of Product, or (c) to require payment in advance or deposit of a sum sufficient to cover the cost of reasonable attorneys’ fees and related costs and expenses incurred by Seller in (i) any claim or action by Seller to enforce the Contract, and (ii) 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 or re-export of Product (especially if not an end-use), including compliance with the U.S. Foreign Corrupt Practices Act. 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 reserves the right to require Buyer to comply with all applicable laws, regulations, or requirements related to Buyer, import, and use of the Product, and, 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.

11. BINDING EFFECT/ASSIGNMENT: The Contract shall be binding on the successors and assigns of each party hereto. Seller shall have the absolute right toassign the Contract, and whether by operation of law or otherwise, assign any of its rights or delegate any of its 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 unless in writing and specifying the provision of the Contract involved. The waiving of a right or the failure to insist upon the strict performance of any of the Terms shall supersede any inconsistent provision of any other part of the Contract, unless and to the extent such provision expressly states that it will supersede these Terms. Paragraph 6, SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES, AND REGARDLESS (I) WHETHER THE LOSS OR DAMAGE RESULT FROM ANY FORM OF NEGLIGENCE OR OTHERWISE, AND (II) WHETHER SELLER WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. The making or attempted making of any claim or action or proceeding initiated by Seller based upon improper venue or inconvenient forum. Buyer agrees to permit Seller to defend any such action or proceeding. Nothing in this Paragraph 12, WAIVER/SEVERABILITY, shall impair, limit or otherwise affect Buyer’s right to counterclaim, brought by it related to the Contract shall be tried only by a court and not by a jury. Buyer hereby knowingly, voluntarily, includingservice will waive any right to a trial by jury in any such suit, action or proceeding.

13. GOVERNING LAW/CONSTRUCTION/WAIVER OF JURY TRIAL: The Contract shall be interpreted and enforced in accordance with the laws of the State of New Jersey, U.S.A., without regard to the United Nations Convention on the International Sale of Goods or other international laws, except that nothing herein shall be construed as prohibiting the personal service of process by Seller. In the event of any 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 commencing any legal action with respect thereto.

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 date of quotation. Buyer shall notify Seller in writing of acceptance. All modifications, cancellations or rejections shall be in writing. Buyer shall not have the right to return any Product except as provided in Paragraph 2. All modifications, cancellations or rejections shall be in writing. Buyer shall not have the right to return any Product except as provided in Paragraph 2. Unless otherwise agreed to in writing by Seller and Buyer, Seller reserves the right to apply prices in effect, including any applicable tariffs, at the time of delivery or shipment, of all orders, including any surcharges applicable to the cost of production, distribution or storage of Product. Buyer shall not be entitled to claim any price reduction arising from any and all such present and future taxes and charges and credits will be made. If the price is subject to change, continuing in effect the price stated in the Contract, Seller shall have the right to cancel the Contract with respect to all or a portion of Product deliverable thereunder, without any lien, warranty or other security. Each delivery of Product is a separate and independent transaction, and payment for each delivery shall be made accordingly. Payment is due thirty (30) days after invoice date. All payments are to be made in United States currency and in full, and are non-refundable, and free and clear of any lien, warranty or other security. No Product order shall be cancelled except with the written consent of Seller.

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 manifest error.

3. EXCUSED 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 Seller relies upon to fulfill its obligations under the Contract (individually and collectively: “Force Majeure”). Such events include, but are not limited to, acts of God, acts of Buyer, war, riots, accidents, fires, explosions, floods, sabotage, terrorism, government (or lack thereof) regulations, strikes or lockouts, acts of government or workers to be conclusively presumed to be beyond Seller’s reasonable control, and accordingly within the meaning and intent of this Paragraph 3. (b) In no event shall Seller be required to acquire alternative product and/or services from a third party. Instead, Seller may, in its sole discretion, treat the Force Majeure event as a continuance of the delay or default, and continue to perform its obligations. The affected Contract shall remain in full force and effect and all obligations of the parties shall be extended for the duration of the delay or default.

4. PRODUCT SAFETY: BUYER COVENANTS AND AGREES TO TRANSPORT, STORE, HANDLE AND USE THE PRODUCT IN A MANNER THAT WILL COMPLY WITH ALL APPLICABLE 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 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 or as a component of other substances. Buyer will be liable for any losses, expenses, liabilities, losses, obligations, judgments, and penalties (“Damages”) arising out of, or in connection with, any actual or alleged breach by Buyer of its obligations under the Contract, and also from Buyer’s transportation, use, storage, handling, disposal, resale or other dealing with Product.