

STANDARD TERMS AND CONDITIONS - SALES

1. Buyer shall give Seller reasonable notice and instruction covering shipments and deliveries. Seller shall have no obligation to deliver product for which Buyer has not given such notice and instructions. Seller shall not be required to deliver in any month more than the monthly amount expressly specified in this contract or, if not so specified, more than the pro rata amount of Seller's maximum obligation. If Buyer fails to take the stipulated or minimum pro rata quantity in any month, Seller may, at its option, cancel the shortfall or include it in subsequent deliveries. If this contract expires or terminates without Buyer taking delivery of any minimum purchase obligation, Seller may within 30 days at its option ship and Buyer shall receive and purchase any shortfall not otherwise reduced pursuant to the terms hereof. Title to, and all risk of loss of, any product sold hereunder shall pass to Buyer upon Seller's delivery to the carrier at shipping point ("Delivery").

2. Each Delivery shall stand as a separate contract and the failure of any Delivery shall not be deemed a breach of contract as to others.

3. Seller shall have no liability for any delay or failure in performance hereunder, in whole or in part, if such delay or failure arises from (i) compliance in good faith with any regulation, order or request of any foreign or domestic governmental official or agent, whether or not later shown invalid, unauthorized or inapplicable; (ii) the occurrence of any contingency the nonoccurrence of which was a basic assumption at the time this contract was made, including without limitation acts of God, fire, flood, accident, riot, war, terrorism, sabotage, strike, lock-out, slowdown, labor trouble or shortage, breakdown or failure of equipment, or embargo; (iii) Seller's inability to obtain any required raw material or intermediate product, energy source, equipment, labor, or transportation at prices and on terms deemed by Seller to be acceptable; (iv) Seller's incurring increased costs for compliance with environmental protection, health or safety regulations; or (v) any event or occurrence not within the reasonable control of Seller, whether or not foreseeable, that makes performance impracticable. If any such circumstances affect only a part of Seller's capacity to perform, Seller may allocate production and deliveries among its customers and its own requirements as Seller may determine in its sole discretion. When Seller is a reseller of the product sold hereunder, the provisions of this paragraph shall apply to any delay or failure in performance of Seller or of the manufacturer of such product. Seller is not obligated to purchase product from other sources to satisfy its obligations under this contract. Quantities affected by this paragraph may, at the option of either party, be eliminated from the contract without liability, but the contract shall remain otherwise unaffected.

4. Payment shall be made in full, in United States Dollars, net 30 days from date of invoice by electronic funds transfer using the CTX format of the Automated Clearing House (ACH) system. Late payments will bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less. If Buyer fails to timely pay for any one shipment, then (i) the payment terms hereunder shall be cash in advance notwithstanding any other term of this contract, and (ii) Seller may, among other remedies, cancel this contract or suspend further deliveries hereunder. Seller may require payment in advance or satisfactory security if any invoice is not paid in full when due, or if Buyer's financial condition becomes unsatisfactory to Seller, and Seller may refuse to ship product hereunder unless such requirements are met.

5. Seller warrants to Buyer that: (i) Buyer shall obtain good title to the product sold hereunder; (ii) at Delivery product sold hereunder shall conform to Seller's specifications; and (iii) the sale or use of

product sold hereunder will not infringe the claims of any U.S. patent covering the product itself, but Seller does not warrant against infringement arising by the use of said product in any combination with other products or arising in the operation of any process. **SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF THAT PURPOSE IS KNOWN TO SELLER. ANY INFORMATION OR ASSISTANCE THAT SELLER MAY FURNISH TO BUYER IS GRATUITOUS AND SHALL IN NO WAY BE DEEMED PART OF THE SALE OF PRODUCT HEREUNDER OR A WARRANTY OF THE RESULTS OBTAINED THROUGH USE OF SUCH PRODUCT.**

6. If any product sold hereunder fails to meet the warranties of paragraph 5 above, Seller shall, at Seller's option, either replace the nonconforming product at no cost to Buyer or refund to Buyer the purchase price thereof. The foregoing is Buyer's sole and exclusive remedy for failure of Seller to deliver or supply product that meets such warranties. Notwithstanding anything to the contrary set forth in this contract, Seller's maximum liability and Buyer's exclusive remedy with respect to any and all claims arising from or relating to or in connection with this contract and the product covered by it shall not exceed the purchase price of the portion of such product as to which such liability arises. Seller shall not be liable for any injury, loss or damage resulting from the handling or use of any product shipped hereunder, whether in the manufacturing process or otherwise. Seller shall not be liable, and Buyer waives all claims against Seller for special, incidental or consequential damages, business interruption, loss of profits or capital or business opportunity, product recalls, downtime costs, claims of customers or employees of Buyer, court or litigation costs and expenses and attorneys' fees, in all cases, even if known or foreseeable. Failure to give Seller notice of any claim within 90 days of Delivery of the product concerned shall constitute a waiver of such claim by Buyer. Notwithstanding any applicable statute of limitations to the contrary, any action by Buyer relating to a claim must be instituted no later than two years after the occurrence of the event upon which the claim is based. All of the limitations in this paragraph shall apply regardless of whether Buyer's claim is based upon breach of contract, breach of warranty, negligence, strict liability, or any other legal theory, and this paragraph shall survive the expiration or termination of this contract. The limitations described in this paragraph will apply notwithstanding the failure of the essential purpose of any remedy in this contract. Any product credit received by Buyer hereunder, if not used, shall automatically expire one year from the date the credit was granted.

7. Buyer shall indemnify, defend and hold Seller harmless from and against all claims, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and other defense costs, judgments, settlements or damages) (collectively, "Claims") that Seller may incur or be required to pay to any third party (including without limitation any employee of Buyer, regardless of whether such employee is barred under applicable law from asserting claims against Buyer) which Claims are caused or contributed to by any act or omission of Buyer, including without limitation that portion of Claims also caused or contributed to by the concurrent or joint negligence of Seller. If Buyer resells any product sold hereunder, Buyer will use its best commercial efforts to obtain from its purchaser an indemnification similar to the foregoing for the benefit of Buyer and Seller. This paragraph shall survive the expiration or termination of this contract.

8. Buyer shall bear and pay all taxes, excises or other charges imposed by any local, state or federal authority arising from or related to the product purchased hereunder, except those based on the income of Seller (collectively, "Taxes"). Buyer shall indemnify, defend and hold Seller harmless from and against any and all Claims for Taxes.

9. Seller's measurements shall govern, except in case of proven error.

10. Upon Delivery, Buyer assumes full responsibility and liability for compliance with federal, state and local laws, rules and regulations relating to the product purchased hereunder, including without limitation those governing unloading, discharge, storage, handling, use disposal and/or resale thereof.

11. If product is supplied hereunder in returnable packaging, such packaging is loaned to Buyer and remains the property of Seller. Buyer shall within 90 days of receipt thereof return such packaging to Seller in good condition; F.O.B. Seller's shipping point, unless otherwise specified. When such packaging is billed on the invoice, it is billed as a deposit, Buyer shall pay such deposit with such invoice, and Seller shall return the deposit upon Buyer's return of such packaging. When such packaging is billed on memorandum charge, Buyer shall reimburse Seller at Seller's current deposit charge immediately upon the loss of, damage to, or failure to timely return such packaging. "Returnable packaging" does not include railcars.

12. If, at any time during the term of this contract, there shall be substantial change in technical, financial (including without limitation exchange rates), commercial, regulatory or market conditions that either party did not foresee and could not have reasonably foreseen at the time this contract was executed, as a result of which such party suffers and will continue to suffer substantial economic hardship in complying with this contract, the party suffering such hardship (the "affected party") may notify the other party in writing of the precise nature of such hardship and the requested relief under this contract. The parties shall thereafter meet within 30 days of such notice and consider the requested relief or any other relief that may be appropriate and acceptable to both parties. If the parties are unable to reach agreement on the affected party's request for relief within 60 days of its notice to the other party, the affected party may elect to terminate this contract as of the end of the then current contract year or the 90th day following the giving of written notice of termination, whichever occurs last, provided such hardship is reasonably expected to continue beyond such termination date.

13. Buyer shall pay to Seller demurrage on railcars provided by Seller (a) in accordance with Seller's applicable railcar demurrage policy provided to Buyer, or (b) if no such policy is provided, at the rate of US \$75.00 per car (regardless of size, condition or type) per day commencing on the eighth day after delivery to Buyer of the railcar. If Seller permits Buyer to use any of Seller's railcars ("Railcars"), Buyer shall use the Railcars exclusively for product sold under this contract and for no other purpose. Buyer shall be responsible for all costs and expenses of such use, including without limitation all charges and tariffs assessable by the railroads. Buyer shall use its best commercial efforts to manage, fill, ship, unload and return the Railcars to Seller at the earliest possible time. Buyer shall ensure that only qualified, suitably trained persons operate, manage, load, unload, transport or otherwise use (collectively, "Operate") the Railcars. Buyer will Operate the Railcars in compliance with all applicable laws and regulatory requirements. While the Railcars are in Buyer's possession, Seller shall be entitled to all mileage allowances earned by the Railcars, as and when received from the railroads. Buyer shall return the Railcars to Seller in the same operating order, repair, and condition as when received, normal wear and tear excepted, and in a condition such that they are ready for Seller's immediate use under the Interchange Rules of the Association of American Railroads

without repair, alterations, or improvements. Buyer shall reimburse Seller for the costs of any repairs, maintenance or cleaning that Seller deems necessary, however caused, arising during Buyer's possession of the Railcars. Buyer shall indemnify, defend and hold Seller harmless from and against any and all Claims arising during Buyer's possession of the Railcars. This paragraph shall survive the termination or expiration of this contract.

14. This contract (including any executed riders hereto) constitutes the entire agreement between Seller and Buyer relating to the subject matter hereof and supersedes all prior proposals and discussions relating to such subject matter. Buyer may not assign this contract without Seller's prior written consent, and if Buyer does so assign this contract without such consent, Seller may declare this contract void. This contract may be amended only by a written instrument duly executed by the parties. If any provision of this contract is or becomes invalid, unlawful or unenforceable, Seller may in its sole discretion upon notice to Buyer (i) cancel such provision, without affecting the remainder of this contract, or (ii) terminate this contract in its entirety. Any waiver by Seller of any right or breach hereunder must be in writing and no such waiver shall be construed as a waiver of any other right or breach, similar or otherwise.

15. This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any conflicts of laws provision or principle thereof that would result in the application of the laws of any other jurisdiction, and, with respect to paragraph 13 only, any applicable federal laws relating to railcar use and transportation. The parties expressly disclaim the applicability to this contract of the United Nations Convention on Contracts for the International Sale of Goods. Any action brought by or on behalf of Buyer arising out of this contract or the transactions covered hereunder shall be instituted only in the appropriate federal or state court having jurisdiction in Montgomery County, Pennsylvania, and Buyer further submits itself to the jurisdiction of said courts in the event Seller elects to institute any action in said courts. EACH OF THE PARTIES IRREVOCABLY WAIVES A TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING INVOLVING OR RELATING TO THIS CONTRACT OR THE RELATIONSHIP CREATED HEREBY.

16. Seller shall have no further obligations or liability under this contract if in its sole judgment, Seller's continued performance under this contract would violate export controls, sanctions, or other restrictions on trade in products or services imposed by any domestic or foreign governmental authority (collectively "Trade Measures"), including Trade Measures imposed after the effective date of this contract. Additionally, if any domestic or foreign governmental authority imposes new, increased and/or additional tariffs or fees on the products subject to this contract or on raw materials intermediate products or any other materials used to produce such products (collectively "Tariffs"), any such Tariffs may, in Seller's sole discretion, be added to the price of the product sold under this contract, notwithstanding any other provision of this contract.

17. All sales and purchases of products hereunder are limited to and conditional on Buyer's acceptance of these terms and conditions. Seller objects to and rejects any terms and conditions that may be proposed by Buyer that are in addition to or different from the terms and conditions in this contract. No modification of this contract shall be effected by the acknowledgment or acceptance of purchase order forms or other documents or communications from Buyer containing terms or conditions that are in addition to or different from the terms and conditions in this contract.