

## **GENERAL TERMS AND CONDITIONS OF SALE (“Terms and Conditions”)**

1. **GENERAL:** Unless otherwise agreed in writing, these Terms and Conditions, together with relevant sales agreement, sales confirmation, price lists, price schedules, invoices, and/ or other attached schedules (“Individual Contract Documents”), as the case may be, constitutes the entire agreement between the Seller identified in this Agreement including any of its Affiliates (Collectively, “Seller”) and the buyer (“Buyer”) (Seller and Buyer each a “Party” and collectively, the “Parties”) identified in the Individual Contract Documents for the purchase and sale of Product and there are no understandings, commitments, representations or warranties of any kind, express or implied, written or oral, not expressly set forth in the Individual Contract Documents or these Terms and Conditions (together, this “Agreement”). Upon the earlier of Seller’s acknowledgement or statement of intent to furnish any Product or acceptance of delivery of the Product from the Seller, Buyer shall be deemed to be bound by and to have accepted this Agreement.

### **2. QUALITY:**

(a) Seller shall sell the Product to Buyer free and clear of all encumbrances and in accordance with the product specifications identified by Seller in the specification sheet attached to this this Agreement the (“Specifications”). No claim may be asserted by Buyer for Seller’s failure to deliver Product which meets the Specifications unless (i) with respect to the physical characteristics of the Product, Buyer gives written notice to Seller of such failure within three (3) business days of the transfer of title in the Product to Buyer, and (ii) with respect to the chemical analysis of the Product, Buyer gives written notice to Seller within seven (7) business days of the transfer of title in the Product to Buyer. Should the Buyer at any time commingle the Product with other product(s), Buyer shall be deemed to have accepted the Product as meeting the Specifications and it shall be deemed to have waived any claims in that regard. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR ANY PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

(b) If Buyer properly notifies Seller that the Product does not meet the Specifications (“Off-Specification Product”) and provides evidence that the Product is Off-Specification Product, then Buyer may choose at its option to keep the Product and pay a mutually agreed reduced price or request Seller replace the Off-Specification Product with Product that meets the Specifications or credit Buyer’s account with the amounts paid for the Off-Specification Product, as Seller may elect. If the Seller does not agree with the Buyer that the Product is Off-Specification Product, the Parties shall resolve the dispute in accordance with Section 19 hereof.

### **3. FORCE MAJEURE:**

(a) Neither Party shall incur any liability to the other by reason of failure or delay in fulfilling its obligations (except with respect to payment for Product) where such failure or delay is beyond the reasonable control of the Party affected (“Affected Party”), has a material impact on the Affected Party and is caused by or results from acts of God, floods, fires, explosions, strike, lockouts, cessation, slowdown or stoppage of labour, sabotage, riots, war, enemy action, laws, regulations, rulings or acts of any governmental body or authority, inability to obtain electricity or other type of necessary energy, raw materials or labor, failure of equipment, storage, loading facilities, interruption of transportation or pipelines not due to the acts or omissions of the Party claiming force majeure, failure of third party machinery due to accident or breakage, governmental restriction or prohibition of exports or imports, governmental blockade or hostility, governmental seizure or expropriation, the inability or failure by Seller’s production facility to produce or deliver, either wholly or partially, the Product, or the inability or failure by a supplier of product to Seller, to produce or deliver, either wholly or partially, the product, or the closure of international trade routes, or any reduction of demand for one product produced in a co-product Seller’s Facility resulting in a limited supply of the Product, or any other cause, whether of the same type or nature to the foregoing or not, beyond the reasonable control of the Affected Party and that would have a material impact on the Affected Party to perform its obligations, whether or not the contingency is of the same type or nature as those enumerated above (collectively called “Force Majeure”).

(b) The Affected Party shall promptly provide notice to the other Party (“Notice”) of the Force Majeure event (“Force Majeure Event”) explaining in detail the full particulars of the Force Majeure Event and the expected duration thereof. The Affected Party may elect to suspend performance of all or any portion of its obligations to the other Party for such time as may be reasonably necessary under the circumstances and shall use its commercially reasonable efforts to remedy the Force Majeure Event. At the end of a Force Majeure Event, either Party may at its option choose to terminate any orders that have not been delivered to the Buyer (“Terminated Orders”). Thereafter, neither Party shall have any further obligations with respect to the Terminated Orders and any minimum quantity purchase or sale contractual commitments in this Agreement, if applicable, shall be reduced by the amount of the Terminated Orders. If Seller chooses to terminate an order at the end of a Force Majeure Event, Buyer shall issue a new order in accordance with the terms hereof. In the event a Force Majeure Event extends for more than 90 days and the Force Majeure Event caused material harm to either Party, either Party may terminate this Agreement upon written notice to the other Party.

4. **DELIVERY/COLLECTION – TITLE AND RISK:** Unless mutually agreed upon in writing, for all Product sold hereunder, title, ownership and risk of loss shall pass to Buyer at the time the Product is loaded with carrier free carrier (“FCA”) origin Seller’s designated facility at Seller’s plant, storage facility or terminal (in each case “Seller’s Facility”), as applicable. Thereafter the Buyer shall bear all risk of the Product. For collection of the Product, Buyer shall comply with the standard policies, rules and procedures applicable to the relevant terminal or site. Buyer shall return all pallets, containers, vehicles and other receptacles intended to be returned without delay, clean and in good condition. Buyer shall unload Seller’s equipment, as applicable, as soon as reasonably practicable and Buyer shall pay Seller’s usual detention charges for each unit of Seller’s equipment held at destination over stated free time. No reconsignment or other transfer whatsoever of Seller’s equipment shall be made except with Seller’s prior written consent.

5. **SHIPMENTS:** Where this Agreement covers more than one shipment of Product, Buyer shall give Seller at least ten (10) days’ notice of shipping dates, accompanied by shipping instructions, with respect to each delivery required hereunder. Seller shall make reasonable efforts to ship in accordance with Buyer’s requested dates and instructions, taking into account Seller’s production and shipment schedules and inventory stocks. Seller shall not be liable for failure to meet Buyer’s requested shipping dates and instructions, except as may be expressly agreed by Seller in writing. Seller shall not be required to deliver in any month more than the monthly quantity specified in this Agreement, or, if no monthly quantity is specified, more than a pro rata amount of the entire quantity of said goods sold hereunder during one calendar year. In the event that Buyer fails to take said specified or pro rata quantity in any month, Seller may, at its option, cancel such quantity or include same in subsequent deliveries hereunder.

6. **PRODUCT WEIGHTS:** Seller’s weights FCA Seller’s Facility, as specified in the invoice, shall govern, unless proven in error. Product weight shall be rounded to the nearest three decimal places.

7. **REMEDIES AND TERMINATION FOR DEFAULT:**

(a) If Buyer shall default in the payment of any amount for a period of 10 days beyond the due date of such payment, Seller shall, in its sole discretion, be entitled to (i) stop any Product in transit and defer any further deliveries or require cash in advance of any delivery until Seller has been satisfied of Buyer’s ability to pay or creditworthiness, as the case may be, (ii) charge a reasonable rate of interest on any amounts owing, and/or (iii) terminate this Agreement between Seller and Buyer with immediate effect.

(b) Either Seller or Buyer may terminate this Agreement upon 10 days’ prior written notice to the other Party in the event of the occurrence of any of the following events of default: (i) breaches of any material term or condition hereof by the defaulting Party; or (ii) if the defaulting Party shall be or become insolvent or if the normal conduct of business (or such defaulting Party’s credit) shall become substantially impaired by such defaulting Party’s credit problems; (iii) if the defaulting Party shall call any meeting of creditors or if a receiver or trustee shall be appointed for it or its assets; or (iv) if any petition, proceeding or action under any bankruptcy proceeding shall be filed or instituted by the defaulting Party or against it and, in the event such proceeding is filed against the defaulting Party, such proceeding is not dismissed within 30 days; provided that during the above 10 day notice period, the defaulting Party may cure its default and thereby

abate the termination; and provided further, that the Party giving notice of such default may, in its sole discretion, extend the period within which the defaulting Party may cure its default. In the event of termination as set forth in this section, the Party terminating this Agreement shall have, subject to any limitations contained in this Agreement, all rights and remedies available to it at law or in equity against the defaulting Party.

8. **PRODUCT SAFETY:** Seller has made Safety Data Sheets, including warnings and safety and health information concerning the Products and/or the containers for such Products sold hereunder available to Buyer. Buyer agrees to promptly and properly disseminate such information so as to give warning of possible hazards, if any, to persons who Buyer can reasonably foresee may be exposed to such hazards, including but not limited to Buyer's employees, agents, contractors or customers.

9. **ASSUMPTION OF RISK:** BUYER REPRESENTS THAT IT IS FAMILIAR WITH THE CHARACTERISTICS, QUALITIES AND USES OF THE PRODUCT IT IS PURCHASING FROM SELLER AND THAT BUYER IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PRODUCT SUITABLE FOR ANY PARTICULAR PURPOSE. BUYER ASSUMES ALL RISK AND LIABILITY WHATSOEVER ASSOCIATED WITH THE PRODUCT, WHETHER SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES, AND FOR ANY AND ALL LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY OF BUYER OR OTHERS ARISING OUT OF THE USE, HANDLING, POSSESSION, OWNERSHIP, STORAGE, TRANSPORTATION, DISPOSAL, RESALE OR OTHER USE OF THE PRODUCT.

10. **TECHNICAL ASSISTANCE:** Upon request, Seller may provide technical assistance to Buyer. This assistance, if provided, is intended to aid employees of Buyer with skill and knowledge of the handling and processing of industrial chemicals. Seller offers such assistance in good faith BUT WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE AS TO THE ACCURACY, COMPLETENESS OR SUFFICIENCY THEREOF. SELLER EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. BUYER ASSUMES ALL RISKS AND LIABILITY FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF SUCH ASSISTANCE.

11. **INDEMNIFICATION:** To the maximum extent allowed by law, Buyer hereby agrees to indemnify, hold harmless and to defend Seller and its Affiliates, subsidiaries and associated bodies corporate and the respective former and current shareholders, directors, officers, employees, servants and agents of each of them (collectively, "Seller Indemnified Parties" from and against any and all actions or causes of action, claims, suits, demands, liabilities, penalties, fines losses, damages, sums, costs or expenses of whatever kind or nature, including attorneys' fees, which Seller may suffer or incur arising out of, related to or in any way connected with (i) negligence or willful misconduct of Buyer, its Affiliates, and their respective employees, subcontractors, agents, representatives or any other person under the control of or acting on behalf of Buyer (collectively, "Buyer Group"); (ii) the presence of any of Buyer Group at Seller's locations; (iii) Buyer Group's use, handling, possession, ownership, storage, transportation, disposal, sale or other use of the Product; (iv) Buyer's breach of or failure to perform or satisfy any of covenants or obligations this Agreement including this Agreement; or (v) Buyer Group's violation or alleged violation of any federal, state, provincial or local laws and regulations. Buyer acknowledges that its liability and indemnity obligations under this paragraph shall be without regard to the fault, negligence or strict liability of Seller Indemnified Parties, whether Seller Indemnified Parties' fault, negligence or strict liability is a joint, concurrent or partial cause excepting only the gross negligence or willful misconduct of a member of Seller Indemnified Parties.

**12. LIMITATION OF LIABILITY:**

(a) Notwithstanding any other provision contained herein, Seller Indemnified Parties' maximum liability to Buyer Group on any claim of any kind for any loss or damage arising out of or in connection with or resulting from the purchase of Product by the Buyer from the Seller or from the performance or breach of this Agreement shall be limited to the purchase price for the Product with respect to which such matter arises or such claim relates.

(b) Notwithstanding any other provision of this Agreement, Seller Indemnified Parties shall not be liable to Buyer Group for any indirect, incidental or consequential damages that may be suffered or incurred by Buyer Group, including but not limited to costs or claims arising from third party contracts, down time, lost production time, lost profits, lost earnings or business interruption. The limitations on, and releases from, liability expressed herein shall apply regardless of how caused and under any theory of liability, including without limitation, negligence (in whole or in part), strict liability, breach of contract, default or otherwise, of Seller Indemnified Parties whose liability is limited, and shall survive completion of the termination of this Agreement for any reason.

(c) Any action by Buyer Group for breach of this Agreement must be commenced within two-years from the date of delivery of the Product with respect to which such matter arises or such claim relates.

(d) For purposes of this Agreement, the term "Affiliate" shall mean a Party's ultimate parent company and any company more than 50% owned directly or indirectly by such ultimate parent company and for greater certainty, in the case of a Party being a partnership, a partner of the partnership shall be considered an Affiliate.

13. **CONFIDENTIALITY:** The Parties agree that the contents hereof, all offers, prices and other information exchanged are confidential and, except as required by law, all information shall be kept strictly confidential and shall not be disclosed to any other person or company without the prior written consent of the other Party.

14. **PRICE:** Invoice price shall be governed by time of shipment (bill of lading date), unless otherwise specified in this Agreement.

15. **TAXES:** Any tax, assessment, duty, excise fee, or other governmental charge (collectively "Governmental Assessments") upon the sale and/or shipment of the Product sold hereunder (including if applicable any anti-dumping, countervailing, or other special duties) imposed by any governmental authority shall be added to the price herein provided and shall be paid by Buyer. For purposes of this paragraph 15, Governmental Assessment shall not include income taxes payable by Seller. Buyer will indemnify, release and hold Seller harmless from and against any and all liability for Governmental Assessments that are Buyer's responsibility under this Agreement. If Buyer or the transactions hereunder are exempt from any Governmental Assessments, Buyer will timely provide Seller such certificates of exemption and or other information as Seller may reasonably request and Buyer agrees that until it does so, Seller will not be required to recognize any such exemption. The parties agree to cooperate with one another and provide such information to each as is reasonably requested and necessary to facilitate the filing of any returns for the Governmental Assessments described herein.

16. **COMPLIANCE WITH LAWS:** Buyer and Seller shall comply with the relevant provisions of any national, state, federal, provincial or local law or ordinance and all lawful orders, rules and regulations issued thereunder, which are applicable to the operation of Buyer's or Seller's respective businesses and the delivery and purchase of the Product as set forth herein.

17. **GOVERNING LAW:** The validity, interpretation, construction and performance of this Agreement, and the rights of the Parties, shall be governed by the laws in force in (i) the State of Illinois, United States of America if the Seller is a resident of the United States of America when this Agreement is entered into; and (ii) the Province of Alberta, Canada, if the Seller is a resident of Canada when this Agreement is entered into.

18. **WAIVER OF JURY TRIAL:** Each party, knowingly, voluntarily, and intentionally, waives its right to trial by jury in any proceeding arising out of or related to matters set forth herein whether arising in tort, contract or otherwise.

19. **DISPUTE RESOLUTION:** Except for claims by Seller against Buyer for nonpayment of moneys due, prior to initiation by any party of any legal or other action or proceeding against any other party, the parties shall attempt in good faith to resolve any controversy or claim arising from or relating to this Agreement promptly by negotiations between representatives of the respective parties. The disputing party shall give the other party written notice of the dispute. Within 20 days after receipt of such notice, the receiving party shall submit a written response to the other party. The notice and response shall include a statement of each party's position and arguments supporting its position. The representatives shall meet at a mutually acceptable time and place within 30 days after the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved through negotiation within 60 days after the date of the disputing party's notice, then either party may take such action or inaction as it deems appropriate. Alternatively, if either party will not meet with the other party within 30 days after the date of the disputing party's notice, then either party may take such action or inaction as it deems appropriate without waiting for the expiration of the 60 day resolution period. Notwithstanding the above, at any time, either party may seek injunctive or equitable relief to protect against irreparable harm. All deadlines specified in this paragraph may be extended by mutual agreement of the parties.

20. **PAYMENT AND CREDIT TERMS:** Payment of sums due shall be made upon terms set forth in the invoice. All credit terms are subject to approval of Seller. Seller may recover for each delivery hereunder as a separate transaction, without reference to any other delivery. If Seller, in its sole judgment, concludes that Buyer is in unsound financial condition, or if Buyer is in default with respect to any of the terms and conditions of this agreement with Seller beyond any applicable cure period, including the terms of Buyer's credit application, Seller shall forthwith have the right to decline to make deliveries hereunder or to demand cash payment until such time as said credit has been reestablished or default cured to Seller's satisfaction or, without prejudice to any other legal remedy available to Seller, to decline further performance hereof. If Buyer places order for future delivery at a set price ("Forward Sale(s)"), this Agreement will confirm Buyer's binding order and any required down payment. Buyer's Forward Sale down payment is non-refundable, confirms acceptance, and binds Buyer to accept delivery and make payment in full.

21. **NOTICE:** Any notice permitted or required by this Agreement must be in writing and, unless otherwise stated, may be given in person or by courier, electronic mail or fax, to the recipient at the address set forth on the first page of this Agreement. Any such notice is deemed to be given: (a) if delivered in person, at the time of delivery; (b) if sent by courier, upon receipt, as evidenced by a delivery notice from the courier; (c) if sent by fax, at the time specified in the fax transmission report of full transmission, free of errors, to the recipient's fax number; (d) an electronic mail message is deemed to be: (i) dispatched or sent when it enters an information system outside the control of the sender; and (ii) received at the time when it enters an information system designated by the addressee. When an electronic message is sent to an information system other than that designated by the addressee, the electronic message is deemed to be received at the time when the addressee becomes aware of the message.

22. **ASSIGNMENT:** Buyer may not assign this Agreement without the prior written consent of Seller, such consent not to be unreasonably or arbitrarily withheld.

23. **MISCELLANEOUS:**

(a) This Agreement constitutes the full and complete agreement between the Parties hereto related to the subject matter hereof and supersede all prior or contemporaneous understandings, statements, or agreements between the Parties on such subject matter. The Buyer acknowledges and agrees that no employee, officer, agent or representative of the Seller has the authority to make any representations, statements or promises in addition to or in any way different than those contained herein, and that it is not agreeing to this Agreement in reliance upon any representation, statement or promise of the Seller except as expressly stated herein. No changes, amendments or clarifications of any of this Agreement shall be valid or effective unless in writing and signed by an authorized representative of the Seller.

(b) All purchase orders issued by the Buyer to the Seller are subject to this Agreement as if such provisions were fully set forth in such purchase orders. No other terms and conditions, whether on the reverse side of

the purchase orders, or otherwise presented, shall have any application, or any transactions occurring pursuant thereto, unless this Agreement are specifically amended in writing by the Seller and the Buyer.

(c) The provisions of this Agreement are severable, and if any one or more provisions contained herein may be found to be judicially unenforceable, in whole or part, the remaining provisions shall nevertheless be binding and enforceable.

(d) Each remedy contained herein shall be cumulative and in addition to any other remedy provided by law except that the Buyer's sole remedy for any claims arising out of or relating to a breach or alleged breach of Specifications shall be as stated in Section 2 above. The failure of either Party to insist on strict performance of any provision herein, or to take advantage of any right hereunder, shall not be construed as a waiver of such provision or right.

(e) This Agreement, and all the terms and provisions hereof, shall endure to the benefit of and be binding upon the Parties hereto, and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

(f) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the Parties and delivered to the other Parties. A manual signature on the signature page to an agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of the signature page an agreement or other document to be delivered pursuant to an agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery for all purposes.

(g) Seller shall have the right to apply any monies due from Buyer under any contract between the Seller or any of its Affiliates and Buyer toward the payment of any sums which Buyer may now or hereafter owe to Seller or Seller's Affiliates under any agreement. In addition, in the event that Buyer defaults in payment due to Seller, Seller shall have the right to withhold any unpaid sums due by Seller or any of its Affiliates to Buyer under any contract with Buyer and to apply such sums to the amount owing by Buyer to Seller or any of Seller's Affiliates.

(h) The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including, but not limited to, any indemnities or expressed limitations of or releases from liability, shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion or expiration.