

**SALES CONFIRMATION
TERMS AND CONDITIONS**

THE SALE OF THE GOODS DESCRIBED ON THE FACE HEREOF (THE “GOODS”) IS UPON THE FOLLOWING TERMS AND CONDITIONS, WHICH TOGETHER WITH THE PROVISIONS SPECIFIED ON THE FACE HEREOF SHALL CONSTITUTE THE ENTIRE CONTRACT (THE “CONTRACT”) BETWEEN THE SELLER SET FORTH ON THE FACE OF THE SALES CONFIRMATION (“SELLER”) AND THE BUYER SET FORTH ON THE FACE OF THE SALES CONFIRMATION (“BUYER”).

1. CONTRACT

(a) The formation, validity, construction, and performance of this Contract shall be governed by and construed under the laws of the State of New York, United States (“U.S.” or “U.S.A.”), without reference to the conflict of laws principles thereof. Unless the context otherwise requires, the International Chamber of Commerce’s Incoterms as prevailing on the date of this Contract shall govern the trade terms herein. The parties expressly agree that the application of the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded and shall not apply to this Contract.

(b) This Contract shall become binding and enforceable against Buyer when (i) signed or accepted by Buyer or its agent; (ii) delivered by Seller to Buyer unless Buyer gives Seller written notice of objection to its contents within ten (10) days after receipt hereof; (iii) any instructions have been given to Seller as to delivery or specifications of the Goods; (iv) the letter of credit has been opened; or (v) Buyer has paid for or accepted delivery of any part of the Goods, whichever is earlier.

(c) This Contract will be valid and effective during the term set forth on the face of the sales confirmation, unless sooner terminated as provided herein.

(d) This Contract, together with any master written agreement between Seller and Buyer for the purchase and sale of the Goods (the “Master Agreement”), contains the entire agreement between Seller and Buyer and supersedes any prior or contemporaneous discussions or agreements (including Buyer’s purchase order or contract) as well as usage of trade or course of dealing. If a Master Agreement applicable to the purchase referenced above has been signed between Seller and Buyer, then the purchase and sale of the Goods under this Contract will be governed by the Master Agreement, and the following will apply: (i) if the Master Agreement specifically references any particular terms of this Contract, then only such terms of this Contract will be applicable; or (ii) if the Master Agreement does not specifically reference any particular terms of this Contract, then all terms of this Contract will apply in addition to the Master Agreement, but in case of contradiction, the Master Agreement will prevail.

(e) The terms of this Contract (and any order received by Seller) may not be waived, canceled, amended, or modified except by a writing executed by Seller. Fulfillment of Buyer's order does

not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend the terms of this Contract.

2. PRICE AND QUANTITY

(a) Buyer shall purchase the Goods from Seller at the price (the "Price") set forth in Seller's sales confirmation.

(b) Prices and payment terms quoted herein are not subject to any discount, rebate, or modification except as specifically stated herein.

(c) If the Goods are bulk goods, the quantity stipulated on the face hereof shall be subject to a variation of plus or minus 10% at Seller's option.

(d) If Seller delivers to Buyer a quantity of Goods of up to 10% more or less than the quantity set forth on the face hereof, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the Price set forth in this Contract adjusted pro rata.

3. PAYMENT

(a) Payment from Buyer shall be deemed to be duly made when Seller has actually received such payment in the currency stipulated on the face hereof, without recourse of any party.

(b) Any payment received from Buyer may be applied by Seller against any obligation owing by Buyer to Seller under this or any other contract, regardless of any statement or condition appearing thereon or referring thereto.

(c) If payment for the Goods is to be made by a letter of credit, promptly after the date of this Contract, Buyer shall establish in favor of Seller an irrevocable, confirmed, and transferable at sight letter of credit satisfactory to Seller.

(d) The Price stated is exclusive of any federal, state, municipal, or other taxes now or hereinafter imposed with respect to the Goods. Such taxes shall be separately itemized on Seller's invoice and paid by Buyer.

(e) All amounts payable by Buyer shall be promptly paid without set-off, counterclaim, recoupment, or other withholding. Specifically, Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy, or otherwise.

(f) In the event Buyer fails to make any payment when due, Buyer shall pay overdue interest to Seller on any overdue amount from the due date until the date of Seller's actual receipt of full payment, at the prime rate of Citibank, N.A., New York, U.S.A. plus 5% per annum or the maximum legal rate of interest available in Buyer's country or state, whichever is lower, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in

collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Contract or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for ten (10) days following written notice thereof.

(g) All banking charges including acceptance, payment, confirming and collecting commissions, and stamp fees shall be borne by Buyer.

4. ADJUSTMENT TO PRICE AND TERMS

At any time prior to shipment, Seller may, upon written notice to Buyer, change the Price, transportation, or payment terms specified herein effective on the date set forth in such notice. Buyer's failure to make written objection of any such change within ten (10) days of such notice shall be deemed acceptance thereof. If Buyer does make objection within ten (10) days thereof, Seller shall notify Buyer of Seller's election to either terminate this Contract or to supply Buyer upon such terms as in effect immediately prior to the announced change. Seller reserves the right, without any liability, to immediately terminate this Contract on written notice if any governmental authority in any way restricts or limits Seller's Price or any payment to Seller.

5. INCREASED COSTS

If Seller's costs of performance are increased after the date hereof by reason of any (i) increased or additional taxes or other governmental charges, freight rates (including any freight surcharge), insurance rates (including war risk) or duty/tariffs rates; (ii) unforeseen increase in the cost of the Goods to Seller; (iii) Force Majeure events as described herein; or (iv) change in exchange rates, Buyer shall compensate Seller for such increased costs immediately upon Seller's demand. The amount of such increase as computed by Seller shall be conclusive.

6. BUYER'S CREDIT

If Seller believes for any reason that any amount due or to become due to Seller will not be duly paid, upon Seller's request, Buyer shall provide adequate security satisfactory to Seller covering such amounts.

7. DELIVERY

(a) Unless otherwise specified on the face hereof, the Goods are sold under FCA shipping point (the "Delivery Point") and acceptance by a common carrier shall constitute a delivery to Buyer, upon which title and risk of loss shall pass from Seller to Buyer, subject to Seller's rights as an unpaid vendor including stoppage in transit. As collateral security for the payment of the Price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to, and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Goods invoiced and held at Buyer's request at any place, for whatever reason,

shall be at Buyer's sole risk and account.

(b) Delivery of any installment of Goods within thirty (30) days after the date specified therefor shall constitute a timely delivery.

(c) In case Seller is responsible for arranging transportation hereunder, the timing of the shipment shall be subject to shipping space being available. In other cases, Buyer shall provide necessary shipping space on berth terms and give shipping instructions in a timely manner. Otherwise, Seller may make such shipping arrangements including prepayment of freight for Buyer's risk and account, without prejudice to Seller's other rights.

(d) Transshipments and partial shipments shall be allowed, at Seller's option. In case of partial shipments, each lot shall be regarded as a separate and independent contract. The date of the bill of lading (or the receipt by a common carrier) and the description of the Goods in a quality certificate or similar document shall be accepted as conclusive of the date of shipment and of the quantity, weight, and quality of Goods.

(e) All costs, expenses, and damages in connection with discharge of the Goods, including demurrage, shall be borne by Buyer. Seller shall not be liable for any delays, losses, or damages in transit.

(f) Buyer shall furnish Seller with necessary instructions for packing, marking, and/or other arrangements, if any, in time for preparation or shipment of the Goods. If Seller has not timely received any particulars relating to the manner of shipment, such particulars shall be arranged by Seller at its sole discretion. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(g) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses, or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage, and insurance).

(h) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(i) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

8. INSPECTION AND REJECTION OF NON-CONFORMING GOODS

(a) Buyer shall inspect the Goods immediately upon receipt (the "Inspection Period"). Buyer will

be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order, or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller as directed by Seller. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in this Section 8 are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under this Section 8, all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Contract to Seller.

9. INSURANCE

(a) If Seller is required to provide marine insurance, such insurance shall be provided for an amount equivalent to 100% of Seller's invoice amount, covering marine insurance of "Free from Particular Average" unless otherwise agreed. Any additional insurance requested by Buyer, if available, shall be for Buyer's account and shall be added to the invoice amount, for which the L/C shall provide accordingly. If Buyer is to provide marine insurance, the L/C shall exempt Seller from providing insurance certificates.

(b) During the term of this Contract, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in an amount reasonably sufficient to cover potential loss of the Goods with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing such insurance coverage.

10. WARRANTY, CLAIMS, AND LIMIT TO SELLER'S LIABILITY

(a) ALL WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE HEREBY EXCLUDED AND DISCLAIMED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SELLER SHALL NOT BE LIABLE FOR ANY PRODUCT LIABILITY CLAIMS MADE AGAINST, OR LIABILITY INCURRED BY, BUYER IN RELATION TO PERSONAL INJURY AND/OR PROPERTY DAMAGE ARISING FROM THE SALE OR USE OF GOODS.

(b) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Goods. For the

avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(c) If any model or sample of the Goods was shown to Buyer, such model or sample was shown to illustrate the general type and quality of the Goods and is not necessarily a representation that the Goods will conform to the model or sample. Seller shall not be liable for any manufacturing defects or for variations from specifications or for any damage or deterioration in quality or loss in weight, if applicable, during transit or due to natural causes.

(d) IN NO EVENT SHALL SELLER OR ITS AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES BE LIABLE TO BUYER OR ANY THIRD PARTY FOR (i) ANY LOSS OF USE, REVENUE, OR PROFIT; (ii) ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) ANY PERSONAL INJURY AND/OR PROPERTY DAMAGE ARISING OUT OF THE POSSESSION, USE, OR SALE OF GOODS (OR PRODUCTS MADE THEREFROM) BY BUYER OR OTHERS, AND BUYER ASSUMES RESPONSIBILITY FOR AND SHALL INDEMNIFY SELLER AGAINST ANY LIABILITY FOR SUCH INJURY OR DAMAGE.

(e) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

11. FORCE MAJEURE

(a) In no event shall Seller be liable for non-delivery, delay in delivery, destruction or deterioration of the Goods, or for any failure or delay in the performance of this Contract arising directly or indirectly from acts of God, war, threat of war, invasion, terrorism, hostilities, civil commotion, governmental laws, orders or regulations, actions by governmental agencies, flood, fire, earthquake, epidemics, explosion, accidents, strikes, labor disputes, trade and other restrictions, shortage or control of energy supplies or raw materials, inability of Seller to purchase materials at a commercially reasonable price, a default by Seller's supplier, unavailability or delay of transportation, or other similar or dissimilar circumstances affecting Seller or any entity directly or indirectly connected with the sale, manufacture, or delivery of the Goods or components thereof (each, a "Force Majeure" event), and Seller's time for performance shall be extended for a period not less than the period of the delay. Seller may at its option and without liability or loss extend the time of delivery of the Goods or cancel this Contract or the

portion so affected. The foregoing provisions shall apply even though such Force Majeure event may occur after the performance by Seller has been initially delayed for other causes. Notwithstanding the foregoing, Buyer shall not be excused by any reason whatsoever from any obligation to pay money when due.

(b) In the event of a Force Majeure event, Seller may allocate its available supply of Goods, without obligation to purchase similar goods from other sources, among itself and its customers, including those not under contract, on such basis as it determines in its sole discretion to be reasonable. Except to the extent of cancellation of deliveries or allocations of supply hereunder, this Contract shall remain unaffected.

(c) In the event of Buyer's inability to accept the delivery of Goods by reason of any Force Majeure event, Seller at its option may cancel this Contract without liability to Buyer or extend the time for delivery originally specified for a period equal to the period of Buyer's disability.

12. INTELLECTUAL PROPERTY

(a) SELLER SHALL NOT BE LIABLE FOR ANY ALLEGED INFRINGEMENT OF OR CLAIM IN ANY JURISDICTION RELATING TO ANY PATENTS, MODELS, TRADEMARKS, TRADE NAMES, DESIGNS, COPYRIGHTS, OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS IN RELATION TO THE GOODS OR CONTAINERS, AND ANY CONSEQUENCES OF SUCH CLAIM SHALL BE BORNE BY BUYER. Nothing herein may be construed as passing ownership or giving the right of use of any intellectual property rights, and such ownership and right is expressly reserved to the lawful owner(s) thereof.

(b) If an infringement claim arises out of compliance with Buyer's design, specifications, brand names, trade names, patents, or labels, or out of any addition to or modification of the Goods or any combination thereof with other products after delivery by Seller, or from use of the Goods in a process or system specified by Buyer or any of its customers, Buyer shall indemnify and hold Seller harmless from and against all claims, losses, or liabilities arising therefrom.

13. COMPLIANCE WITH LAW

Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Contract. Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Contract or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Contract if any governmental authority imposes antidumping or countervailing duties or any other penalties on the Goods.

14. SELLER'S REMEDIES

(a) In the event (i) Buyer or any entity affiliated with Buyer fails to perform any of its obligations under this Contract or any other contract with Seller or any of its affiliates; (ii) of the death or

insolvency of Buyer; (iii) of any dissolution, bankruptcy, reorganization, or similar proceeding instituted by or against Buyer; (iv) of any other adverse condition affecting Buyer or its affiliates; or (v) Seller does not insure with respect to Buyer's performance hereunder, Seller shall have the right to (1) stop and/or suspend without notice the performance of any and all of its obligations under this Contract and/or any other contract with Buyer; (2) extend the time of delivery hereunder; (3) stop Goods in transit; (4) hold or dispose of any or all of the Goods (including those bearing Buyer's logos or other marks) for Buyer's risk and account; and/or (5) cancel forthwith this Contract and/or any other contract with Buyer. In addition, all sums owing to Seller under this Contract and any other contract with Buyer shall immediately become due and payable without notice or demand and Buyer shall be liable to Seller for any loss and damage arising therefrom.

(b) Any property held for Buyer or its affiliates which is in the possession of Seller or any of its affiliates (whether paid for or not) shall be deemed security for Buyer's obligations hereunder.

(c) All of Seller's rights specified herein or available to Seller at law or equity are cumulative. No failure, delay, or partial exercise of any right hereunder and no course of dealing shall operate as a waiver of any of Seller's rights.

(d) Seller may at any time set off any amounts payable to Buyer with amounts receivable from Buyer and/or its affiliates.

15. JURISDICTION, ARBITRATION, AND CERTAIN LIMITATIONS

(a) Any claim or controversy arising out of or relating to this Contract, or any of the transactions contemplated hereby, or any of the Goods ("Controversies"), shall be brought exclusively in the State or Federal courts located in the City and State of New York, U.S.A. The parties each hereby submit to the personal jurisdiction of said courts for that purpose. Service of any process in such suit may be effected by any manner authorized by such court or, in lieu thereof, by certified mail to the party to be served. Any judgments of such courts may be enforced in any court having jurisdiction of the parties, or the subject matter. BUYER AND SELLER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING AND AS TO ANY CONTROVERSIES (WHETHER BASED UPON CONTRACT, TORT, VIOLATION OR LAW OR OTHERWISE).

(b) At Seller's sole and exclusive option, and without waiver of Seller's ability to secure injunctive relief in aid of arbitration and regardless of whether either party shall have previously commenced suit pursuant to subparagraph (a) above, any Controversies shall be settled by an arbitration proceeding to be conducted in the City and State of New York, U.S.A., in accordance with the commercial arbitration rules of the American Arbitration Association and the award of the arbitrators shall be final, binding, and conclusive on the parties. Judgement upon the award may be entered in any court having jurisdiction of the parties or the subject matter. The arbitrators shall not have the power to change, modify, or alter any express provision of this Contract or to render an award which has such effect, and to that extent the scope of the authority is limited.

(c) BUYER MAY INSTITUTE A PROCEEDING AGAINST SELLER ONLY WITHIN ONE (1) YEAR AFTER THE SHIPMENT OF THE GOODS, AND FAILURE TO DO SO SHALL CONSTITUTE A WAIVER BY BUYER OF ALL SUCH CLAIMS.

16. MISCELLANEOUS

(a) This Contract shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties.

(b) Neither this Contract nor any rights or obligations hereunder shall be assigned or delegated by Buyer without the prior written consent of Seller, in its sole discretion, and any attempted assignment or delegation without such consent shall in no event relieve Buyer in whole or in part of its obligations hereunder. Any purported assignment in violation hereof shall be null and void. Seller may assign this Contract without the consent of Buyer.

(c) Any notice, request, consent, or demand to either party shall be given in writing, by hand delivery, overnight courier, first class mail, or facsimile to the address of such party set forth on the face hereof.

(d) If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of Seller in order to carry out the intentions of the parties hereto as nearly as may be possible; and (ii) such invalidity or unenforceability shall not affect the validity or unenforceability of such provision in any other jurisdiction.

(e) In any action to enforce this Contract, Seller shall be entitled to reasonable attorneys' fees in addition to any other relief to which Seller may be entitled.

(f) The headings in the Contract are for purposes of reference only and shall not affect the meaning hereof.

(g) Buyer shall not (and shall cause its employees and agents to not), directly or indirectly, disclose by any means to any person any information acquired as a consequence of this Contract associated with any business, affairs, or property of Seller without Seller's prior written consent, except as is absolutely necessary to perform this Contract. Upon request, Seller shall release Buyer from its non-disclosure obligations hereunder with respect to information which was or became without violation hereof generally available to the general public or is required to be disclosed by law, court order, or legal process. Buyer shall promptly notify Seller of receipt of such order or process.

(h) The relationship between the parties is that of independent contractors. Nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Contract.

(i) Provisions of this Contract which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Contract.