1. **Scope of General Terms and Conditions.** These General Terms and Conditions govern all purchase orders and other contracts (individually and collectively, this “Contract”) in which buyer (“Buyer”) purchases or accepts goods or products (individually, a “Product” and collectively, the “Products”) from Wacker Chemical Corporation (“Seller”). All other terms of purchase or sale in any purchase order, order confirmation, invoice or other Buyer document are rejected unless expressly accepted in writing signed by at least two (2) of Seller’s authorized signatories.

2. **Payments, Costs, Credit, Quantities, Orders, and Disputes.** Any pricing offered, whether contained herein or in Seller’s quotes, order confirmations, or other documents, is not considered a “firm offer” under the Uniform Commercial Code or any other law. Any such offers are subject to acceptance by each shipment of Products whether or not Buyer has any claims or defenses arising out of other shipments. Seller’s agreement to ship without payment is an extension of credit that is a financial accommodation to Buyer and may be stopped or changed at any time at Seller’s sole discretion. Buyer shall reimburse Seller for all costs and any additional costs arising from customs, duties, tariffs, and any other governmental charges that are required to be paid on or on that are measured by the sale, production, transportation, or use of any Products. All orders by Buyer are irrevocable, no cancellations will be accepted, and Seller retains the right to allocate available Products. Buyer’s use or incorporation of any Products or any other acts of Buyer shall not vest ownership in or otherwise alter Seller’s rights to or interest in the Products or in any intellectual property rights related thereto. Seller reserves the right to make iterative changes and improvements in the Products without notice to Buyer. Buyer will immediately purchase all balances outstanding past the due date. Buyer shall pay all of Seller’s reasonable costs and expenses (including reasonable collection agency and attorneys’ fees) to enforce and preserve Seller’s rights hereunder.

3. **Defaults.** Buyer will be in default of this Contract if any of the following have occurred: (1) a proceeding under 11 U.S.C. or any other federal or state insolvency law is started by or against Buyer; (2) Buyer fails to pay any amount due hereunder; (3) Buyer violates its obligations under this Contract, or any related agreements, or the enforceability of any Product or Product related information is determined by a court to be void, voidable, unenforceable, or invalid; (4) Buyer is in violation of any future performance; or (4) Buyer is otherwise in breach of this Contract. If Buyer defaults, Seller may: (a) stop extending credit, change credit terms or place Buyer on “C.I.A.”; (b) suspend further shipments until such defaults are cured and Seller has received assurance of future performance satisfactory to Seller; (c) terminate this Contract; and/or (d) pursue any other remedy or obligation under law or equity. Buyer’s default under this or any other agreement between Buyer and Seller shall be deemed a default under all agreements between Buyer and Seller until such default is cured. Each of the rights and remedies reserved to Seller in this paragraph shall be cumulative, and Seller’s assertion of any right or remedy shall not preclude Seller’s assertion of any other rights or remedies.

4. **Shipping; Risk of Loss.** Unless otherwise stated in writing, all Products will be shipped FCA (Incoterms 2010) from Seller’s location. Risk of loss shall pass to Buyer in accordance with the applicable Incoterm. Seller shall retain a security interest in the Products until Seller’s receipt of payment in full from Buyer. Any delivery dates or lead times provided by Seller are estimates only and subject to change without notification.

5. **Suitability of Products; Inspection.** Determination of the suitability of the Products purchased by Buyer for the use(s) contemplated by Buyer or Buyer’s customers is the sole responsibility of Buyer. Seller’s personnel may advise and/or provide information on the use and/or application of Products; however, any such information is provided solely for informational purposes and must be assessed and vetted by Buyer. Seller is a raw material supplier only, and as such, does not offer consulting or professional services. Products sold to Buyer are for Buyer’s internal use only and shall not be resold unless authorized in writing by an authorized signatory of Seller. In order to mitigate or reduce damages, Buyer is responsible for ensuring all Products received conform to the Contract. Buyer shall promptly, and in any event prior to use and/or comingle, inspect Products for any damage to packaging, shortage, or non-conformance to this Contract. All claims for damage to packaging, shortage, or non-conformance which could reasonably be discovered in the course of such investigation shall be waived unless Buyer notifies Seller, in writing, within thirty (30) days following the date of delivery, describing the non-conformity with reasonable specificity. Failure to promptly inspect the Products and to notify Seller in writing of non-conforming Products constitutes a waiver of all claims and actions related to the non-conformity. Buyer shall do all that is necessary or desirable to preserve nonconforming Products for inspection and testing, and shall cooperate with Seller in providing nonconforming Products, to cooperinate with Seller in implementing the remedies under this Contract, and to protect nonconforming Products until Seller has agreed to the disposition or care of the nonconforming Products.

6. **Compliance with Laws.** Buyer will comply with all rules, regulations, ordinances and laws including those relating to Buyer’s use of the Products and shall reimburse Seller for any costs incurred due to Buyer’s failure to comply with such laws.

7. **Warranties; Buyer’s Remedy; Seller’s Liability Limitation.** Buyer is responsible for ensuring that the Products and specifications are adequate for Buyer’s needs. Any specifications changes shall not bind Seller unless agreed in writing, as evidenced by a document signed by at least two (2) of Seller’s authorized signatories. Seller warrants that the specifications of the Products will be, at delivery, within the upper and lower limits of those technical data fields reflected on the Certificate of Analysis and/or Inspection Certificate, as applicable, which accompanies the shipment of such Products. SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY SERVICES WARRANTIES OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. **Future Performance.** Seller’s obligation to perform under this Contract, including but not limited to: inability to obtain (on terms deemed economically and commercially practicable by Seller) raw materials, fuel or transportation; fire, floods, inclement weather and other acts of God; strikes, lockouts or other stoppages; inability to obtain equipment; cost increases in raw materials; or any other unforeseen events, contingencies, causes, or circumstances beyond Seller’s control, whether or not from which Buyer’s damages were caused; and Seller’s total liability under this Contract for all claims, suits, and actions, whether based in contract, tort, or any other legal theory or manner, shall not exceed $100,000. IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS CONTRACT, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR MANNER. ANY OTHER REVENUES, LOSS OF PROFITS, LOSS OF PRODUCTION DELAYS, OR LOSS OF GOODWILL, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. All legal proceedings by Buyer relating to the Products must be brought within one (1) year following the date of its shipment or, with respect to legal proceedings related to non-delivery, the requested delivery date, and Buyer waives all legal proceedings not brought within such period and all claims and defenses that could have been asserted in such proceedings. Buyer assumes all risk of loss, in contract or tort, for consequential damages, property damage, and personal injury arising from Buyer’s use of the Products or its surroundings to the fullest extent of Buyer’s ability to assume such risk, and any other risk to Buyer’s employees, customers, and its employees, customers, and their employees, and any of their respective representatives and agents, parent, subsidiary and affiliate companies, and assigns. Buyer shall not be liable for the delay or failure of or its inability to meet its obligations under this Contract, or the consequences to Buyer, arising from any event beyond Seller’s control, including but not limited to: war, act of war, terrorism, insurrection, riot, civil commotion, or political interference; strike, lockout, or other stoppage; or entry of any governmental order, direction, or regulation. Buyer shall be indemnified by Buyer for all costs and liabilities arising from this Contract or related to the Products in state or federal courts of Hamilton County, Tennessee. The parties hereby disclaim the United Nations Convention on Contracts for the International Sale of Goods and expressly disclaimer all claims, suits, actions, or proceedings related to or arising out of this Agreement or any aspect thereof made by Buyer or any other person or entity to which, or any part to which, the Products are sold, even if the same are made available by Seller shall be and remain the legal property of Seller, and shall be held confidential by Buyer. Buyer acknowledges Seller’s right to injunctive relief with respect to the foregoing. Buyer will cease to use such proprietary information upon termination of this Contract and will permanently return to Seller any and all such designs, drawings, specifications, and all other confidential information and data furnished.

9. **Patriot Act.** All orders, invoices, shipping documents, and all other references or markings made on or appearing on any package delivered under this Agreement shall be sufficient evidence of the receipt of the goods and shall constitute a waiver of any claim or defense by Buyer, its employees, agents, or representatives. Seller will comply with all applicable anti-money laundering laws, regulations, orders, and decrees, and any rules and regulations implemented thereby and any contract or agreement entered into in connection therewith, including, but not limited to, the U.S. federal laws regulating the financial industry and any other local, state, or federal laws, regulations, or decrees, and any rules and regulations implemented thereby.

10. **Patriot Act.** Seller shall, at its own expense, defend and control any suit against Buyer for infringement of any United States Letters Patent alleging the manufacture of the Products. Seller may, without liability or obligation and at any time: (i) cease or discontinue the manufacture and/or sale of any of the Products; (ii) consolidate Products with other of Seller’s products; (iii) introduce new versions of any Product; and/or (iv) make iterative changes in Product manufacture (including location, method, and raw materials). Seller shall endeavor to provide notice to Buyer of any such cessation or discontinuation; however, advance notice may not be possible, especially if such action is prompted by a governmental directive or suggestion, or if undertaken for the purpose of safeguarding human health or safety.

11. **Non-Prohibition.** Neither Buyer nor any person that directly or indirectly owns 10% or more of the outstanding equity in Buyer (collectively, the “Buyer Persons”) is, has been determined by the U.S. Secretary of the Treasury to be, or is a ‘Prohibited Party’ under the Office of Foreign Assets Control (the “OFAC”). Any credit extended hereunder to Buyer or any Buyer Person is subject to the following requirements: (i) no portion of any interest in the Products is prohibited from entering into transactions or (ii) from whom such an interest is prohibited from receiving money or other property or interests in property, pursuant to Executive Orders, regulations promulgated by the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”), or otherwise. In addition, no Buyer Person is located in, or operating from, a country subject to U.S. economic sanctions administered by OFAC. Should Buyer be found in violation of any of the aforementioned obligations, Buyer may immediately suspend sales and shipments to any and all Buyer facilities and terminate this Agreement without liability and