

## **GENERAL TERMS AND CONDITIONS FOR THE SALE OF PRODUCT**

All sales of products ("Product") by LyondellBasell group entities ("Seller") to Buyer ("Buyer") will be subject to these General Terms and Conditions ("General Terms"). These General Terms are incorporated by reference into the sales contract attached hereto (this "Contract"), and together with Buyer's submitted credit application and any exhibits attached hereto, if any, will constitute the Parties' agreement. Buyer's terms and conditions relating to Product sale or purchase, if any, are expressly rejected. If there is more than one Seller in the Contract, each Seller will be responsible only for its own performance under this Contract, and no joint and several liability or performance obligation on the part of any other Seller will be expressly or implicitly created.

All capitalized terms not defined in these General Terms will have the respective meanings ascribed to them in the Specific Provisions of this Contract, attached hereto.

### **TITLE AND RISK OF LOSS**

Title to, and risk of loss for, Product will pass from Seller to Buyer as Product passes the flange between the delivery line and the receiving connection into the transportation equipment at Seller's shipping point.

Except as provided elsewhere in this Contract, Buyer will have no responsibility or liability on account of anything which may be done, happen or arise with respect to Product before risk of loss has passed to Buyer, and Seller will have no responsibility or liability on account of anything which may be done, happen or arise with respect to Product after risk of loss has passed to Buyer.

### **MEASUREMENT AND INSPECTION**

Product quantity will be determined based on Seller's weights and measures. The quantity of Product hereunder as determined by Seller will be binding on the Parties. Product quality will be determined based on Seller's test results of samples taken by Seller at the point of shipment, or in the absence of same, based on Seller's test results of Product samples submitted by Buyer to Seller for analysis. Seller's inspection and test methods will determine whether Product specifications have been met and will be conclusively binding, unless Buyer proves to Seller's reasonable satisfaction by a preponderance of evidence that Seller's analysis report is erroneous. All measurements and/or tests will be made in accordance with the ASTM, ISO, or other standard test methods or Seller's internal test methods.

### **INVOICES AND PAYMENT**

Prior to delivery of any Product, and at any time thereafter upon Seller's request, Buyer will promptly provide Seller, and hereby authorizes Seller to obtain from Buyer or any third party, such credit information and documentation as Seller may reasonably require to determine Buyer's creditworthiness. If at any time, in the sole opinion of Seller, the financial responsibility of Buyer is impaired or unsatisfactory, or Buyer fails to promptly provide such credit information and documentation, Seller may suspend deliveries (with, at Seller's option, a reduction in Seller's Annual Maximum quantity obligation in an amount equal to any amount not delivered due to such suspension) or may place Buyer on a cash-in-advance status until arrangements are made for security satisfactory to Seller or, at Seller's option, until all indebtedness is paid.

Buyer will pay Seller for Product by means of wire transfer or EFT in immediately available funds into Seller's account, per Seller's written instructions, without deduction, setoff or counterclaim, in such manner that will place Seller in possession of United States currency or equivalent bank demand deposit funds in the amount of the invoice within thirty (30) days from invoice date. Payments which fall due on a non-banking day (weekend or

holiday) must be received by the preceding banking day. Buyer will pay interest on all past due amounts at the lower of (i) 1.5% per month (18% per annum) or (ii) the maximum non-usurious rate permitted by applicable law. Notwithstanding anything to the contrary in this Contract, if, in Seller's sole and absolute discretion, reasonable doubt exists as to Buyer's financial responsibility to make payments when due, or if Buyer fails to comply with any of the stated payment terms, Seller reserves the right, without liability, without prior notice, and without prejudice to any other remedies under this Contract or by operation of law or equity, to (i) suspend performance, decline to ship, or stop any Product shipment in transit until Seller receives payment of all amounts owing to Seller, whether or not due, (ii) reclaim delivered Product, (iii) require Buyer to make payment on a cash in advance basis or provide a satisfactory bank letter of credit securing payment until Seller, in its discretion, determines that the financial responsibility of Buyer has returned to a level where Seller no longer has reasonable doubt as to Buyer's ability to make payments when due, and/or (iv) if Buyer fails to cure such payment obligation within ten days of notice of payment default, Seller may forthwith (a) terminate this Contract, (b) exercise rights of recoupment or setoff with respect to any sums due by Seller or its affiliates to Buyer or its affiliates; (c) initiate legal action to recover sums due and owing; and/or (d) enforce its security interests. In the event that Buyer tenders payment to Seller or its agents in a manner purported by Buyer to serve as payment in full of an invoice, Seller or its agent's acceptance of such payment (i) will not act as an accord and satisfaction and (ii) will be without prejudice to Seller's right to pursue full payment of such invoice, in accordance with the governing law of this Contract. For purposes of Seller's right of reclamation Buyer may not assert either that it received Product or that Product had become part of its inventory prior to Seller's receipt of notice of Product delivery (i.e., Buyer has fully unloaded the barge or rail car, as applicable). Buyer agrees to pay all of Seller's collection costs including attorneys' fees, litigation expenses and court costs. All payments under this Contract will be made at the full invoiced amount; no prompt payment or other type of discount will apply. Notwithstanding anything to the contrary, rebates, if any, will accrue only with respect to Product for which Buyer has paid Seller in full. Any preexisting obligation of Buyer to make payment for Product delivered hereunder will survive termination of this Contract.

## **TAXES**

Buyer will pay, in addition to the Price, the amount of Tax now or hereafter (i) imposed on Product or the raw material from which such Product is made or (ii) imposed on, or required to be paid or collected by, Seller by reason of the manufacture, transportation, sale or use of such Product or raw material from which such Product is made. For purposes of this Contract, the term "Tax" will include, without limitation, sales and use taxes, value added taxes (including any Canadian transactional taxes such as the GST, HST, QST, PST or the like), duties (including anti-dumping duties or countervailing duties), or other charges (including Superfund levies or the like), but such term will not include any income or franchise tax measured by Seller's net income or margin, or any gross receipts tax imposed by any jurisdiction on Seller for the privilege of Seller doing business in that jurisdiction. Seller reserves its rights to claim U.S. Customs duty drawback and Buyer acknowledges and consents to such reservation.

If Buyer is exempt from the payment of any Tax, Buyer will provide to Seller, within a commercially reasonable time, properly completed exemption certificates, taxpayer identification number, or other documentation acceptable to Seller to cover Product purchased hereunder; provided, however, if Seller is ever liable for such tax on the sale of Product hereunder, Buyer will promptly reimburse Seller for such tax, including any interest, penalties and attorneys' fees related thereto. Any personal property Taxes assessed upon the value of Product will be paid by the Party having title thereto at the time such taxes are assessed.

## **WARRANTIES AND DISCLAIMERS**

Seller warrants that, at the time of shipment, Product will meet, in all material respects, the specifications set forth in Exhibit A. Notwithstanding the foregoing, when Seller gives or sells Product to Buyer identified as

developmental, sample, pilot, test lot, scrap, non-specification, off-specification, or the like, it is given or sold to the Buyer "AS IS," at Buyer's own risk, with no warranty whatsoever.

**SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW, CONTRACT, STATUTE OR OTHER LEGAL THEORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY AS TO QUALITY OR CORRESPONDENCE WITH ANY DESCRIPTION OR SAMPLE, ALL OF WHICH ARE SPECIFICALLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.**

Buyer assumes all risk and responsibility for handling Product, for the results obtained by the use of Product in manufacturing processes or otherwise, and for the results obtained by the use of Product in combination with other substances, irrespective of the fact (i) such use or any handling of Product is in accordance with any description, advice or suggestion of Seller or (ii) Product did not conform with specifications or applicable law at the time of delivery.

#### **CLAIMS; LIMITATION OF DAMAGES**

**BUYER WILL EXAMINE PRODUCT PROMPTLY AFTER RECEIPT AND PRIOR TO USE OF PRODUCT. WITHIN ONE HUNDRED (100) DAYS AFTER RECEIPT OF PRODUCT, BUYER WILL NOTIFY SELLER IN WRITING OF ANY NONCONFORMITY DISCOVERED BY BUYER. BUYER'S FAILURE TO PROVIDE SUCH NOTICE WITHIN ONE HUNDRED (100) DAYS, OR BUYER'S USE OF PRODUCT, WHETHER OR NOT SUCH NOTICE HAS BEEN GIVEN, WILL CONSTITUTE BUYER'S ACCEPTANCE OF, AND WAIVER OF ALL CLAIMS WITH RESPECT TO, PRODUCT. ANY CAUSE OF ACTION THAT BUYER MAY HAVE AGAINST SELLER UNDER THIS CONTRACT MUST BE BROUGHT NO LATER THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUES, FAILING WHICH BUYER WILL BE DEEMED TO HAVE WAIVED ITS RIGHTS THERETO. BUYER WILL BE SOLELY RESPONSIBLE FOR DETERMINING THE SAFETY AND FITNESS OF PRODUCT FOR BUYER'S USE. BUYER ASSUMES ALL RISK AND LIABILITY RESULTING FROM THE USE OF PRODUCT WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES.**

**BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM FOR LOSSES OR DAMAGES OF ANY KIND OR NATURE RELATING TO OR ARISING OUT OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO LOSSES OR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT (INCLUDING THAT OF SELLER), NEGLIGENCE (INCLUDING THAT OF SELLER), OR OTHER TORT, STRICT LIABILITY, PATENT INFRINGEMENT OR OTHERWISE, WILL BE DAMAGES, WHICH DAMAGES WILL NOT EXCEED THE PURCHASE PRICE OF THE PORTION OF PRODUCT IN RESPECT OF WHICH SUCH CLAIM IS MADE AND PROVED. SELLER MAY, AT ITS DISCRETION, REPLACE PRODUCT OR REFUND THE PURCHASE PRICE PAID BY BUYER FOR THE QUANTITY DETERMINED TO BE NONCONFORMING. IN NO EVENT WILL SELLER BE LIABLE FOR ANY LOST PROFITS, OR ANY SPECIAL, CONSEQUENTIAL, CONTINGENT, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS OF LITIGATION, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS. BUYER WAIVES ANY RIGHTS THAT BUYER MAY HAVE UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT (OR OTHER STATE'S SIMILAR ACT IF THIS CONTRACT IS NOT GOVERNED BY TEXAS LAW) TO THE EXTENT THAT BUYER MAY LAWFULLY WAIVE SAME.**

**BUYER HEREBY AGREES TO WAIVE ANY RIGHT TO EQUITABLE RELIEF, INCLUDING, WITHOUT LIMITATION, ANY INJUNCTIVE RELIEF, TO ENFORCE THE TERMS HEREOF. THE**

**PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY IN THIS AND OTHER PROVISIONS OF THIS CONTRACT AND THE ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH SELLER WOULD NOT HAVE ENTERED INTO THIS CONTRACT. SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.**

#### **TECHNICAL ASSISTANCE**

Any technical advice, assistance, testing or reports furnished by Seller or any of its affiliates to Buyer for any reason, including, but not limited to (i) the selection, processing or use of Product delivered to Buyer or (ii) the storing, handling or usage of Product (collectively, the "Technical Assistance") will be given and accepted at Buyer's sole risk, and Seller will have no liability whatsoever for the use of, or results obtained from, the Technical Assistance. Buyer agrees that Seller, its affiliates, agents, officers, directors, employees, representatives and insurers will not be liable or responsible for any aspects of the Technical Assistance, including, but not limited to, the content, preparation and delivery thereof.

#### **DUTY TO WARN**

BUYER ACKNOWLEDGES THAT IT IS FAMILIAR WITH PRODUCT AND HAS BEEN ADEQUATELY WARNED BY SELLER OF THE RISKS ASSOCIATED WITH HANDLING, TRANSPORTING, USING, STORING AND DISPOSING OF PRODUCT, INCLUDING, WITHOUT LIMITATION, THOSE SET FORTH IN SELLER'S SAFETY DATA SHEET FOR PRODUCT ("SDS"). BUYER FURTHER ACKNOWLEDGES ITS SEPARATE AND INDEPENDENT KNOWLEDGE OF SUCH RISKS, WHICH ARE KNOWN IN BUYER'S INDUSTRY. BUYER AFFIRMS IT HAS RECEIVED AND UNDERSTANDS THE CONTENTS OF SAID SDS, INCLUDING END-USE PROHIBITIONS AND RESTRICTIONS. BUYER WILL MAINTAIN COMPLIANCE WITH ALL APPROPRIATE SAFE HANDLING AND USE PROCEDURES, AND ALL SAFETY AND HEALTH-RELATED GOVERNMENTAL REQUIREMENTS CONCERNING PRODUCT, AND WILL TAKE SUCH STEPS AS NECESSARY TO INFORM ITS EMPLOYEES, AGENTS, CONTRACTORS, CUSTOMERS AND OTHER THIRD PARTIES OF PROPER USE, STORAGE, HANDLING, TRANSPORTATION, AND DISPOSAL OF PRODUCT. SUCH STEPS INCLUDE, BUT ARE NOT LIMITED TO, DISSEMINATION OF PERTINENT INFORMATION CONTAINED IN THE SDS, AS APPROPRIATE. BUYER WILL NOT DELIVER OR CONSIGN COMMERCIAL OR SAMPLE QUANTITIES OF PRODUCT TO ANY PARTY WHOM BUYER REASONABLY BELIEVES WILL HANDLE, TRANSPORT, USE, STORE OR DISPOSE OF SAID PRODUCT IN A DANGEROUS MANNER OR CONTRARY TO LAW OR THE ADVICE OF SELLER. Buyer hereby agrees that Seller will have the right to immediately cease delivery of Product to Buyer, pursuant to this Contract or otherwise, if, in Seller's reasonable opinion, Buyer fails to take necessary action to prevent or mitigate imminent endangerment to human health, safety, or the environment with regards to Buyer, or Buyer's representatives or agents' handling, transportation, use, storage, and disposal of Product.

#### **RESTRICTED USES**

All references to U.S. FDA, Health Canada, and European Union regulations include another country's equivalent regulatory classification. Buyer hereby warrants that Product will not, directly or indirectly, by Buyer or by any third party, be used in any of the following applications: (i) U.S. FDA Class III Medical Devices; Health Canada Class IV Medical Devices; European Class III Medical Devices; and (ii) applications involving permanent implantation (placed in natural or surgically-created openings in a body with intent to remain there for a period of greater than thirty (30) days).

Buyer hereby warrants that Product will not, directly or indirectly, by Buyer or by any third party, be used in any of the following without the prior written approval by Seller for each specific product or application: (i) U.S. FDA

Class I; Health Canada Class I; and European Union Class I; (ii) U.S. FDA Class II Medical Devices; Health Canada Class II or Class III Medical Devices; European Union Class II Medical Devices; (iii) film, overwrap and/or product packaging that is considered a part or component of one of the aforementioned medical devices; and (iv) packaging in direct contact with a pharmaceutical active ingredient and/or dosage form.

## **INDEMNIFICATION**

NOTWITHSTANDING ANYTHING CONTAINED IN THIS CONTRACT TO THE CONTRARY, BUYER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND SELLER'S PARENTS, AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS ("SELLER INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ALL REASONABLE COURT COSTS AND ATTORNEYS' FEES): (i) FOR PERSONAL INJURY OR DEATH OF ANY PERSON, INCLUDING, WITHOUT LIMITATION, INJURY OR DEATH TO BUYER'S EMPLOYEES; OR DAMAGES TO REAL OR PERSONAL PROPERTY THAT RESULT FROM, ARE CONNECTED WITH, OR RELATE IN ANY WAY TO (A) PRODUCT (INCLUDING USE OF PRODUCT), AFTER BUYER, BUYER'S AGENT OR CARRIER, OR BUYER'S EXCHANGE PARTNER TAKES DELIVERY OR CUSTODY OF PRODUCT OR (B) THE USE, CONTROL, POSSESSION, HANDLING, LOADING OR UNLOADING OF THE TRANSPORTATION EQUIPMENT BY BUYER, ITS EMPLOYEES, CONTRACTORS OR AGENTS; AND (ii) RESULTING FROM OR IN CONNECTION WITH (A) TECHNICAL ASSISTANCE OR ADVICE PROVIDED BY SELLER OR (B) BUYER'S OR ANY THIRD PARTY'S BREACH OF ANY USE RESTRICTIONS ADDRESSED OR INCORPORATED INTO THIS CONTRACT. FOR THE AVOIDANCE OF DOUBT, ANY AND ALL INDEMNIFICATION OBLIGATIONS UNDER THIS CONTRACT WILL SURVIVE THE CANCELLATION, TERMINATION, COMPLETION, OR EXPIRATION OF THIS CONTRACT. SUCH INDEMNIFICATION AND OBLIGATION TO DEFEND WILL APPLY WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING WITHOUT LIMITATION, STRICT LIABILITY OR THE NEGLIGENCE OF A SELLER INDEMNITEE.

## **EXCUSED PERFORMANCE**

Neither Party will be liable to the extent that performance under the Contract is delayed or prevented by (a) any circumstances (except for the payment of money) beyond the reasonable control of the Party or (b) fires, floods, adverse weather, or other acts of God; accidents, explosions, equipment or machinery breakdown; sabotage, strikes or other labor disturbances (regardless of reasonableness of the demands of labor); pandemic, epidemic, serious illness or plagues, disease, quarantine restrictions, health emergency or outbreak; riots, invasions, terrorism, wars; requisitions, regulations or directions of government; voluntary or mandatory compliance with any request of any governmental authority; shortages of, or inability to obtain at reasonable costs, labor, fuel, power, supplies, feedstock or raw materials; or inability to obtain or delays of transportation or transportation facilities (each a "Force Majeure Event"). Buyer acknowledges that Seller may produce Product at multiple facilities and that a Force Majeure Event at any facility producing Product may constitute a Force Majeure Event under this Contract. Quantities not purchased or sold due to the provisions of this Section need not be made up later. If any law, regulation, or other governmental action requires Seller to reduce any price in effect under this Contract or prevents Seller from increasing any price to the extent it wishes pursuant to its rights under this Contract, Seller may cancel from this Contract the quantities of Product so affected.

If Seller at any time is unable to meet its total commitments for Product, whether as a result of a Force Majeure Event or for any other reason, Seller will have the right to allocate such Product as Seller has available in a fair and reasonable manner among its customers with priority to sole-sourced customers and Seller's own requirements (including, but not limited to, the requirements of divisions, affiliates and subsidiaries of Seller), without liability for any failure of performance which may result therefrom. Seller will not be obligated to make up deliveries of Product affected by any such allocation; or to cause its feedstocks to be allocated to production

of Product; or to produce Product as opposed to other products produced by Seller; or to purchase Product or raw materials or components thereof from other sources in order to meet Buyer's requirements hereunder. Seller will not be obligated to purchase or obtain Product for Buyer on the open market or from other producers or suppliers (including, but not limited to, affiliates and subsidiaries of Seller) of Product. However, in the event that Seller should, nevertheless, determine, in its sole discretion, to purchase or obtain Product on the open market or from other producers or suppliers (including, but not limited to, affiliates and subsidiaries of Seller) of Product, then any such purchase or obtaining of Product will not constitute a waiver or estoppel of Seller's rights, or otherwise preclude Seller from asserting its rights, under this paragraph not to purchase or obtain, or continue to purchase or obtain, Product for Buyer.

## **CHOICE OF LAW AND VENUE**

THE CONTRACT WILL BE CONSTRUED AND ENFORCED UNDER THE LAWS OF THE STATE OF TEXAS, IRRESPECTIVE OF ANY CONTRARY CONFLICTS OF LAW PRINCIPLES. BUYER AGREES TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN HARRIS COUNTY, TEXAS, WITH REGARD TO ANY ACTION RELATING TO THIS CONTRACT. THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AS ADOPTED BY THE STATE OF TEXAS, AND NOT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, WILL APPLY TO ALL SALES OF PRODUCTS. BUYER AND SELLER AGREE THAT ACCEPTANCE OF SALES MADE UNDER THE CONTRACT WILL BE DEEMED THE TRANSACTION OF BUSINESS WITHIN HOUSTON, TEXAS.

## **COMPLIANCE WITH LAWS**

Buyer agrees to comply fully with U.S. federal, state and local laws, rules and regulations, including, but not limited to, anti-bribery, export control, economic sanctions laws, OFAC, EPA, OSHA, and hazardous materials transportation and hazardous communication standards for the labeling, handling, transportation, storage, import, export, resale, disposal, payment, and use of Product. Seller may terminate this Contract without any liability if, in Seller's sole, reasonable determination, Seller believes that it is necessary to do so in order to comply with its obligations under applicable laws, rules or regulations. Should any provision hereof, or any procedure or performance imposed by any provision hereof on either Party, become illegal in whole or in part, such provision will be amended to be consistent with applicable laws, rules or regulations.

In the event Buyer is located in the European Union ("EU"), Product is imported into the EU or Product is otherwise subject to EU law, including but not limited to, Regulation (ED) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals and Regulation (EC) No 1272/2008 concerning the classification, labeling and packaging of substances and mixtures, Buyer will take all action necessary to ensure Product complies with all relevant EU or national law.

## **TRADEMARKS**

Buyer will not use Seller's trademarks without Seller's prior written approval. No license or right to use Seller's trademarks is implied or granted by this Contract.

## **MISCELLANEOUS**

The Contract, including these General Terms and Conditions, the Specific Terms and Conditions, Credit Application terms, and Consignment and Security Agreement, if any, constitutes the entire agreement between Seller and Buyer with respect to the purchase and sale of Product covered hereby and supersedes and replaces any prior agreement or understanding between the Parties with respect thereto. There are no oral representations,

stipulations, warranties, agreements or understandings with respect to the subject matter hereof which are not fully expressed herein, and neither the Contract nor its execution has been induced by any representation, stipulation, warranty, agreement or understanding of any kind other than those expressed in writing in the Contract. Buyer's acceptance of Product sold hereunder will be equivalent to an authentication of, and will constitute Buyer's acceptance of and assent to the terms and conditions of, the Contract. No amendment, addition to, alteration, modification, extension, release or waiver of all or any part of the Contract, whether by acknowledgment or acceptance by Seller of Buyer's purchase order forms or other documents stipulating additional, different, contrary or conflicting terms or conditions, or otherwise, will be binding on Seller or of any force or effect unless agreement thereto is expressed in writing signed by an authorized representative of Seller and Buyer and specifically described as same. If the provisions of any correspondence, purchase order, order acknowledgment or other similar document conflict, modify, or add to the provisions of this Contract, then such other provisions are expressly rejected and the provisions of this Contract will prevail. Nothing contained herein, nor any course of conduct or series of sales or transactions will imply or be construed to impose any obligation on Buyer or Seller, or to constitute a contract between Buyer and Seller, for the purchase or sale of any additional quantities of Product other than those either expressly covered by the Contract or elsewhere expressly agreed to in a writing signed by an authorized representative of each Party. Failure of either Party to require performance of any provision of the Contract will not affect either Party's right to require full performance thereof at any time thereafter, and the waiver by either Party of a breach of any provision hereof will not constitute a waiver of a similar breach in the future or of any other breach, or nullify the effectiveness of such provision. Buyer has relied and will rely solely upon the representations made by Seller herein and its own independent investigation. Seller and its affiliates disclaim all liability and responsibility for any representation, warranty, statement or information orally or in writing made or communicated to Buyer not included in this Contract.

Neither this Contract nor any of the rights, interests or obligations under this Contract shall be assigned or transferred, in whole or in part, by operation of law, stock sale, or otherwise by Buyer without the prior written consent of Seller. Seller may assign, in its sole discretion, this Contract and all its rights, interests and obligations under this Contract to Seller's parent company ("Parent"), to any direct or indirect wholly owned subsidiary of Parent, or to a successor to all or substantially all of the business or assets of Seller which are utilized in the manufacture or processing of Product sold hereunder. Any purported assignment in violation of this Section shall be void. Subject to the terms of this Section, this Contract will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Each Party will not, without the prior written consent of the other Party, disclose or permit this Contract or its terms to be disclosed to anyone other than such Party's directors, officers, employees, agents, potential acquirers of all or a material portion of Buyer's or Seller's business that produces or utilizes Product, lenders and/or other financial institutions who have a legitimate need to know of this Contract or its terms, except to the extent required by law, administrative process or any standards or rules of any stock exchange to which such Party or any of its affiliates is subject, and except for information which is available to the public as of the date hereof, or thereafter becomes available to the public other than as a result of a breach of this Section or obtained from another source not subject to a confidentiality obligation.

Unless otherwise specified, all notices and other communications which are required or may be given pursuant to the terms of the Contract will be in writing and will be delivered to the addresses set forth on the first page of the Specific Terms as follows: (i) by hand, (ii) by certified mail, postage prepaid, return receipt requested, (iii) electronically, or (iv) by overnight courier. The effective date of any such notice or other communication will be the date of receipt thereof.

This Contract may be executed in counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

The Parties specifically agree that an electronically-maintained, original, signed copy of this Contract and any amendments thereto ("Electronic Copy") may be utilized for any and all purposes that an original, signed hard copy of this Contract could be utilized, including but not limited to, evidentiary purposes in an administrative, legal or equitable proceeding. To that end, each Party waives any and all objections that it has or may have to the introduction and use of an Electronic Copy of this Contract in any administrative, legal or equitable proceeding under any rules of evidence, including but not limited to, the so-called "Best Evidence Rule."