

GENERAL TERMS AND CONDITIONS

1. The Agreement. The agreement between Manufacturers Chemicals, LLC or CRI Tolling, LLC (each referred to as "Supplier") and Buyer with respect to the sale of Product (the "Product") shall consist only of these terms or any terms mutually agreed to in writing hereafter by Supplier and Buyer. Supplier objects to and shall not otherwise be bound by any additional or different terms, whether printed or otherwise, in Buyer's Purchase Order (the "PO") or in any other communication from Buyer to Supplier. The agreement shall be for the benefit of Supplier and Buyer and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by an authorized representative of Supplier, to the extent they differ from, modify, add to or detract from the agreement, shall not be binding on Supplier. There are no agreements, promises or understandings, either verbal or written, which are not fully expressed herein. No statements, recommendations, or assistance by either party has been relied upon by either party or shall constitute a waiver by either party of the provisions. Buyer's acceptance of any proposal or quotation attached hereto must be made in writing and forwarded to the contact person listed. Prices quoted in any proposal or quotation are offered for a period of 30 days unless otherwise stated; after which, the offered terms expire.

2. Termination or Modification. The agreement may be modified or terminated only upon Supplier's prior written consent. ONCE THE PO IS CONFIRMED, THE AGREEMENT BETWEEN THE PARTIES SHALL BE CONSIDERED COMPLETELY NON-CANCELLABLE AND NON-REFUNDABLE.

3. Terms of Payment. Terms of payment are determined by Supplier's credit department at time of credit set up, and are subject to change in Supplier's sole discretion. Any balances unpaid after the due date will be charged interest of 1.5% per month or \$50.00 per month late payment charge, whichever is greater, from the date such payment was due. Buyer specifically agrees that there will be no setoff of any claims or back charges against invoices. In addition, should Supplier seek collection of late payments through litigation, Buyer shall be responsible for the full cost of such litigation, including, but not limited to, reasonable attorneys' fees and court costs. If a shipment is delayed by Supplier at the request of Buyer, payment therefore shall become due on the date when Supplier is prepared to make shipment thereof. All prices and shipments are F.O.B. Supplier's facility (shipping point) unless otherwise expressly agreed to in writing by an authorized representative of Supplier. Supplier is entitled to perform periodic credit reviews of Buyer. Whenever, in the sole discretion of Supplier, the financial condition of Buyer does not justify the continuation of production or shipment on the specified terms of payment, Supplier may require full or partial payment in advance. All accounts are payable in United States Dollars, free of collection, exchange or any other changes. Any sales, excise or other sales-related taxes that may be applicable to any sale hereunder shall be Buyer's sole responsibility, unless otherwise agreed to in writing by Supplier.

4. Delivery. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by Supplier of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Supplier's reasonable control. Supplier shall in good faith endeavor to meet estimated delivery dates. Supplier reserves the right to withhold delivery of the Product if, for any reason, Buyer fails to pay to Supplier any portion of the purchase price for the Product(s) in the amount(s) and at the time(s) specified. Supplier reserves the option, unless otherwise specifically agreed in writing, to make partial shipments. Payments for partial shipments are due on the basis of dates of invoices covering them. Supplier shall not be responsible for claims for latent errors in quantity, weight or number not made within 10 business days after Buyer's receipt of Product. All other claims for shortages or damages in transit must be made upon receipt of Product and must be noted on the delivery ticket or bill of lading. Under no circumstances shall Supplier be liable for any damages or losses arising out of or resulting from any delay of any kind whatsoever, unless there is specific written agreement between the Supplier and the Buyer to the contrary.

5. Risk of Loss. Unless other terms are expressly agreed to by Supplier upon acceptance of Buyer's PO, Buyer assumes all risk of loss of Product upon delivery of Product by Supplier to carrier (F.O.B. Shipping Point). Risk of loss and ownership for all Buyer supplied raw materials shall remain with Buyer while situated at Supplier's facility; provided that Supplier shall be liable for any losses to Buyer's raw materials at Supplier's facility caused by Supplier's negligence or intentional misconduct.

6. Returns. Goods may not be returned to Supplier without Supplier's prior written approval. Stock items, when returned, will be credited at the lowest prevailing price, and subject to a minimum charge of 20% for handling and restocking plus any reconditioning charges. Return transportation charges must be prepaid. Non-standard or specialty items are not subject to cancellation, change, reduction in amount, nor return for credit without Supplier's prior written consent and upon terms which fully indemnify Supplier.

7. Limited Warranty. SUPPLIER WARRANTS FROM THE DATE OF DELIVERY FOR A PERIOD OF ONE YEAR, THAT ALL PRODUCTS ARE FREE FROM MANUFACTURING DEFECTS WITHIN THE LIMITS OF THE APPLICABLE SPECIFICATIONS. THIS IS THE EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS AND ALL IMPLIED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. ANY CLAIM FOR A BREACH OF EXPRESS WARRANTY MUST BE MADE IN WRITING WITHIN ONE YEAR OF THE DATE OF SHIPMENT OF THE PRODUCT. DAMAGES FOR BREACH OF WARRANTY SHALL BE LIMITED TO REPLACEMENT OF THE DEFECTIVE PRODUCT BY SUPPLIER. SUPPLIER SHALL NOT BE RESPONSIBLE FOR ANY OTHER DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEYS' FEES OR ANY LABOR EXPENDED IN REPLACING THE PRODUCT.

If Buyer believes any Product is non-conforming or was shipped to Buyer in error, then Buyer shall give Supplier prompt written notice of the alleged defect or error within 10 days of receipt of the Product. Supplier's sole obligation under the foregoing warranties shall be limited to replacing the non-conforming Product. At Supplier's election, Buyer shall return the Product to Supplier (at Supplier's expense), make the Product available for inspection by Supplier or its agents at Buyer's place of business, or destroy the Product (before or after the date of any inspection at Supplier's expense). Buyer's exclusive remedy for breach of any of such warranties will be enforcement of such obligation of Supplier. Supplier shall not be responsible for any defect in Product that is created after the Product is shipped from Supplier, including Product subjected to misuse, neglect, accident or improper handling or storage or which has been altered or misbranded by anyone other than Supplier or its authorized representative or modifications to or adaptations of the Product made by Buyer or others. Supplier shall not be liable on any claim for non-conforming Product that is not made within ten (10) days after such Product has been received by Buyer.

8. Force Majure. Supplier's failure to deliver Product by reason of any of the following shall not constitute an event of default or breach of any terms: strikes, picket lines, boycott efforts, fires, floods, freeze, accidents, war (whether or not declared), revolution, acts of terrorism, riots, insurrections, acts of God, acts of government (including without limitation any agency or department of the United States of America or any other country), acts of the public enemy, scarcity or rationing of gasoline or other fuel or vital products, inability to obtain raw materials or labor, or other causes which are reasonably beyond the control of the defaulting party. Supplier shall promptly notify Buyer of any such delay and its specific cause.

9. Confidentiality. Any specifications, samples, designs, formulations, trade secrets, patents, financial data, or other information that Buyer or Supplier (the "Disclosing Party") identifies as or otherwise deems confidential (the "Confidential Information") and discloses to the other Party ("Receiving Party") in connection with this contract or any PO shall remain the exclusive property of the Disclosing Party and shall, along with any information derived from the same, be kept confidential by the Receiving Party and its employees and agents and shall not, without the Disclosing Party's prior written consent, be disclosed to any third party or used except for purposes of the PO. The Receiving Party agrees not to chemically analyze or reverse engineer any sample or to assist and/or allow any third party to do so without the express written consent of the Disclosing Party. Notwithstanding the foregoing, such information shall not be deemed confidential to the extent that the Receiving Party can demonstrate by written record that it was previously known by the Receiving Party, became generally available to the public through no fault of the Receiving Party, was disclosed to the Receiving Party by a third party without breach of any confidentiality obligation, or is specifically required to be disclosed by law or legal process.

The Buyer and Supplier agree that the covenant of confidentiality and nondisclosure set forth above shall survive termination of this contract and shall remain in effect for so long as the Confidential Information remains confidential. The Parties agree that this

covenant shall supersede any contrary duration term set forth in any previously executed Confidentiality / NonDisclosure Agreement.

10. Indemnification. To the fullest extent permitted by applicable law, Buyer shall defend, indemnify and hold harmless Supplier, its parent, subsidiaries and affiliates, and each of its respective agents, servants, employees, officers and directors (“Supplier Indemnified Parties”) from and against any and all liability, suits, losses, demands, causes of action, fines, penalties, damages, and claims of any kind or nature, including reasonable attorney’s fees and other costs of litigation which Supplier may hereafter incur, pay out or become responsible for as a result Buyer’s infringement upon the intellectual property rights of a third party or arising out of the sale or use of the Products; provided Buyer shall not be required to indemnify Supplier’s against its own gross negligence or intentional misconduct.

11. Governing Law and Jurisdiction. This contract shall be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to conflicts of law principles. The parties hereby agree and consent that any and all causes of action arising under these terms or the PO shall have exclusive jurisdiction and venue in the United States District Court for the Eastern District of Virginia, Richmond Division and/or the Circuit Court for the County of Henrico, Commonwealth of Virginia. The parties consent to the jurisdiction and venue of either court for the resolution of all causes of action arising under the PO upon proper service of process, and hereby waive any objections to the jurisdiction and venue thereof.

12. Miscellaneous.

a) Failure of Supplier to insist upon performance of any provisions of these terms or to exercise any rights hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right.

b) Any enforceable term, provision, undertaking or restriction contained in these terms are held by a court of competent jurisdiction to be invalid, void or unenforceable (in whole or in part), the remainder of the terms, provisions, undertakings and restrictions will remain in full force and effect and will in no way be affected, impaired or invalidated.

c) Any notice or request required or permitted to be given in connection with these terms shall be sent by mail, prepaid, return receipt requested, by fax, with receipt confirmed, or by express delivery service to the address set forth on the PO or to any other business address furnished in writing by the intended recipient to the sender. The date of notice shall be deemed to be the date on which such notice has been sent by fax, received by mail, or by express delivery service.

d) Section headings are for convenience only and are not to be construed as part of this contract.