

**Sasol Chemicals North America LLC  
STANDARD TERMS AND CONDITIONS  
For the Sale of Products**

All references in the following to "Seller" shall mean SASOL CHEMICALS NORTH AMERICA LLC and all subsidiary and affiliated companies. All references to "Buyer" shall mean a buyer of Sasol Product or Products.

**ACCEPTANCE OF CONTRACT: SELLER'S SHIPMENT OF PRODUCT UNDER A SALES ORDER AND BUYER'S ACCEPTANCE OF THE PRODUCT SHALL CONSTITUTE BUYER'S AGREEMENT TO SELLER'S STANDARD TERMS AND CONDITIONS. NO CONFLICTING TERMS AND CONDITIONS WILL APPLY TO THIS TRANSACTION UNLESS SELLER AND BUYER HAVE ENTERED INTO A WRITTEN PRODUCT SALES AGREEMENT, THE TERMS OF WHICH TAKE PRECEDENCE OVER THESE TERMS AND CONDITIONS, OR SELLER SPECIFICALLY AGREES TO SUCH TERMS AND CONDITIONS IN WRITING.**

**1. PAYMENT TERMS:**

- 1.1 All payments shall be due net thirty (30) days from date of invoice.
- 1.2 All payments shall be made in United States dollars without discount or deduction to a bank account designated by Seller. Seller reserves the right to require payment by wire transfer. Invoices not paid on due date will be subject to a delinquency finance charge of 1% per month.
- 1.3 In the event that the Buyer disputes all or a portion of an invoice, the Buyer shall provide written notice to the Seller of such dispute within ten (10) days after the receipt of the invoice. Any undisputed amounts of the invoice shall be due as set forth in Section 7.1 of this Agreement. Once the dispute is resolved, Buyer must pay the remaining agreed upon amount (plus interest, if any) no later than ten (10) days following the date of resolution.
- 1.4 If, in the sole opinion of Seller, the financial condition of Buyer so warrants, the terms of payment herein specified may be modified or withdrawn and shipments withheld until such condition is corrected in a manner satisfactory to the Seller.
- 1.5 No payment shall be deemed to have been received until the Seller has received cleared funds.
- 1.6 The Buyer shall make all payments due under the Agreement without any deduction whether by way of set-off, counterclaim, discount, or abatement.
- 1.7 If Buyer fails to pay Seller in accordance with the above terms, then Seller, at its option and without prejudice to its other rights and remedies, may (a) terminate this Agreement forthwith and without notice, (b) suspend deliveries until all indebtedness is paid in full, and/or (c) place Buyer on a cash-on-delivery basis. In the event of default in payment, Buyer shall pay Seller's costs of collection, including, but not limited to, reasonable attorney's fees.
- 1.8 Any preexisting obligation of Buyer to make payment for Product delivered hereunder shall survive termination of this Agreement.

**2. SHIPMENTS AND DELIVERY:**

- 2.1 Buyer shall give Seller reasonable advance notice for each shipment, which shall include shipping instructions. Seller may, from time to time, specify lead time requirements. Each delivery shall stand as a separate transaction.
- 2.2 Products are sold on a FCA-Origin or FCA-exWarehouse basis, unless otherwise agreed upon.
- 2.3 Seller shall not be liable for any loss, cost, or damages caused directly or indirectly by any delay in the delivery of Product.
- 2.4 Risk of loss of Product transfers to Buyer upon shipment by Seller.

**3. MEASUREMENTS:** Seller's determination, unless proven to be erroneous, shall be accepted as conclusive evidence of the quantity of Product delivered.

**4. DETENTION POLICY:** Seller may, from time to time, specify free unloading time allowances and detention charges, which it has negotiated with its common carriers. Demurrage charges resulting from the use of common carrier equipment will be charged to the Buyer by the common carrier (or by Seller if Seller is billed by carrier) if demurrage charges were incurred through the fault of Buyer.

**5. FORCE MAJEURE:** Neither party shall be liable to the other for failure or delay in performance to the extent that such failure or delay is due to act of God or other contingencies beyond the control of the affected party which interfere with the production or transportation of the Product or with the supply of any raw material or energy source used in connection therewith, or interfere with Buyer's consumption of such Product, provided that in no event shall Buyer be relieved of the obligation to pay in full for Product delivered. Without limitation on the foregoing, neither party shall be required to remove any cause listed above or replace the affected source of supply or facility if it shall involve additional expense or departure from its normal practices. If any of the events specified in this paragraph shall have occurred, Seller shall have the right to first satisfy its internal requirement for Product (if any), then allocate in a fair and reasonable manner among its customers any supplies of Product Seller has available for delivery at the time or for the duration of the event.

**6. DISCLAIMER:** SELLER WARRANTS THAT THE PRODUCT SOLD SHALL MEET SELLER'S STANDARD SPECIFICATIONS OR OTHER MUTALLY AGREED WRITTEN SPECIFICATIONS. OTHER THAN THE FOREGOING, SELLER MAKES NO GUARANTY OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR USE, OR FITNESS FOR ANY SPECIFIC PURPOSE, EVEN IF KNOWN TO SELLER.

**7. HAZARD WARNING RESPONSIBILITY:** Buyer acknowledges that it has been adequately warned by Seller of the risks associated with handling, using, transporting, storing, and disposing of the Product, including, without limitation, those set forth in Seller's Safety Data Sheets for Product ("SDS"), and that Buyer is familiar with the Product. Buyer further acknowledges its separate and independent knowledge of such risks, which are known in Buyer's industry. Buyer shall maintain compliance with all safety and health related governmental requirements concerning Product and shall take all reasonable and practical steps to inform, warn, and familiarize its employees, agents, contractors, and customers with all hazards associated with the Product, including handling, shipment, storage, use, and disposal. Buyer shall not deliver or consign commercial or sample quantities of Product to any party whom Buyer reasonably believes will handle, ship, store, use, or dispose of said Product in a dangerous manner or contrary to law or the advice of Seller. Buyer assumes as to its employees, independent contractors, and subsequent purchasers of the Product sold hereunder all responsibility for all such necessary warnings or other precautionary measures relating to hazards to person and property associated with the Product sold hereunder and, furthermore, Buyer shall defend at its own expense, indemnify fully and hold harmless Seller and its parents, subsidiaries, and affiliates and its and their agents, officers, directors, employees, representatives, successors, and assigns from and against any and all liabilities, losses, damages, demands, claims, penalties, fines, actions, suits, legal, administrative or arbitration proceedings, judgments, orders, directives, injunctions, decrees or awards of any jurisdiction, costs and expenses (including, but not limited to, attorney's fees and related costs) arising out of or in any manner related to Buyer's failure to provide necessary warnings or other precautionary measures in connection with the Product sold hereunder as provided above.

**8. LIMITATION OF LIABILITY:** Buyer's exclusive remedy for any and all losses or damages resulting from the sale of Product under this Sales Order, including, but not limited to, any breach of warranty, breach of contract, negligence, or strict liability shall be limited, at Seller's option, to either (a) the return of the sales price, or (b) the timely replacement in kind of the quantity of Product. In no event shall Seller be liable for any special, consequential, incidental, punitive, or indirect losses or damages attributable to the sale of Product under this Sales Order or to any other matter arising out of or in connection with this Sales Order.

**9. INDEMNIFICATION:**

**9.1 BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND, AT SELLER'S OPTION, DEFEND SELLER, AND ITS EMPLOYEES AND AGENTS, FROM ALL CLAIMS FOR LOSS, COST, OR DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES), THAT MAY BE MADE, BY ANY PERSON OR ENTITY, (INCLUDING BUYER AND ITS EMPLOYEES AND AGENTS, AND ANY THIRD PARTY) ARISING FROM ANY MATTER RELATING TO (A) ANY BREACH OR MISREPRESENTATION BY BUYER UNDER THIS SALES ORDER, (B) PRODUCTS THAT CONFORM TO THE SPECIFICATIONS ESTABLISHED HEREUNDER, OR (C) THE OPERATION OR CONDUCT OF THE BUYER'S BUSINESS; PROVIDED, HOWEVER, THAT BUYER'S OBLIGATIONS HEREUNDER SHALL BE PROPORTIONATELY REDUCED TO THE EXTENT CAUSED BY SELLER'S NEGLIGENCE. BUYER'S OBLIGATIONS HEREUNDER SHALL NOT BE LIMITED BY APPLICABLE WORKERS' COMPENSATION LAWS, AND SHALL SURVIVE THE FULFILLMENT OF THIS SALES ORDER.**

**9.2 SELLER WILL INDEMNIFY, HOLD HARMLESS, AND AT BUYER'S OPTION, DEFEND BUYER FROM ALL CLAIMS FOR LOSS, COST OR DAMAGES, (INCLUDING REASONABLE ATTORNEYS' FEES), THAT MAY BE MADE BY ANY PERSON OR ENTITY (INCLUDING SELLER AND ITS EMPLOYEES AND AGENTS, AND ANY THIRD PARTY) ARISING FROM ANY MATTER RELATING TO (A) ANY BREACH OR MISREPRESENTATION BY SELLER UNDER THIS SALES ORDER, (B) PRODUCTS THAT DO NOT CONFORM TO THE SPECIFICATIONS ESTABLISHED HEREUNDER, OR (C) THE OPERATION OR CONDUCT OF THE SELLER'S BUSINESS; PROVIDED, HOWEVER THAT SELLER'S OBLIGATIONS HEREUNDER SHALL BE PROPORTIONATELY REDUCED TO THE EXTENT CAUSED BY BUYER'S NEGLIGENCE. SELLER'S OBLIGATIONS HEREUNDER SHALL NOT BE LIMITED BY APPLICABLE WORKERS' COMPENSATION LAWS, AND SHALL SURVIVE THE FULFILLMENT OF THIS SALES ORDER.**

**9.3 IF PRODUCT CONSISTS OF ACETONE, METHYL ETHYL KETONE OR DIETHYL PHTHALATE, BUYERS, INCLUDING DISTRIBUTORS, ARE PROHIBITED FROM USING OR RE-SELLING THESE PRODUCTS FOR USE IN PESTICIDE FORMULATIONS. BUYER INDEMNIFIES SELLER FROM ANY DAMAGES, FINES, PENALTIES OR OTHER SANCTIONS INCURRED BY SELLER (INCLUDING REASONABLE ATTORNEYS FEES AND COSTS) AS A RESULT OF BUYER'S BREACH OF THIS PROHIBITION.**

**9.4 SELLER WILL NOT BE LIABLE FOR AND BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST ANY LOSS, DEMAND, LIABILITY, CLAIM, COST OR EXPENSE (INCLUDING COSTS OF DEFENSE AND REASONABLE ATTORNEYS' FEES) OF WHATEVER KIND ARISING OUT OF THE USE OF THE PRODUCT IN HEALTHCARE AND/OR MEDICAL APPLICATIONS, INCLUDING AN IMPLANT IN THE HUMAN BODY OR IN APPLICATIONS IN WHICH THERE IS CONTACT WITH BODY FLUIDS OR TISSUES.**

**9.5 SELLER WILL NOT BE LIABLE FOR AND BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST ANY LOSS, DEMAND, LIABILITY, CLAIM, COST OR EXPENSE (INCLUDING COSTS OF DEFENSE AND REASONABLE ATTORNEYS' FEES) OF WHATEVER KIND ARISING OUT OF THE ARISING FROM ANY MATTER RELATING TO THE RECEIPT, UNLOADING, DISCHARGE, STORAGE, HANDLING, USE AND DISPOSAL OF ANY PRODUCT PURCHASED HEREUNDER, INCLUDING THE USE OF SUCH PRODUCT ALONE OR IN COMBINATION WITH OTHER SUBSTANCES AND COMPLIANCE OR NON-COMPLIANCE WITH ANY LAW OR REGULATIONS RELATING THERETO.**

**10. WAIVER OF BREACH:** No waiver of Seller or Buyer of any breach of any of the terms and conditions shall be construed as a waiver of any subsequent breach of the same or any other term or condition.

**11. GOVERNING LAW:** This Sales Order (including Standard Terms and Conditions) shall be governed by, and interpreted according to, the laws of the State of Texas, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.

**12. ALTERNATIVE DISPUTE RESOLUTION:** Any dispute between Buyer and Seller which cannot be settled amicably within thirty (30) days of a written notice by one party to the other of the existence of such dispute specifying the object thereof, shall be settled, to the exclusion of a court of law or equity proceeding, by an arbitrator jointly selected by the parties. Arbitration proceedings shall be held in Houston, Texas. Failing agreement by the parties, the arbitrator shall be appointed by the American Arbitration Association. Counterclaims may be filed in the same arbitral proceeding. Judgment upon the arbitral award may be entered in and enforced by a court of competent jurisdiction.

**13. ASSIGNMENT:** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns. This agreement, or any part thereof, shall not be assigned, delegated, or otherwise transferred by either party without the prior written consent of the other (which consent shall not be unreasonably withheld or delayed); except that no such consent of Buyer shall be required (a) when such transfer is in connection with the

sale or other transfer of all or substantially all the assets of the business of Seller, or with the sale or other transfer of the assets of Seller to which this agreement relates; or (b) the assignment of this agreement by Seller to any of its affiliates. In the event that Seller transfers or assigns its rights and obligations under this agreement and no consent is required, Seller shall notify Buyer of same.

**14. SUPERFUND CHEMICAL EXCISE TAX REFUND WAIVER.** In accordance with Internal Revenue Code §§ 4662(d) and (e)(3), Sasol Chemicals (USA) LLC (FEIN: 76-0083036) hereby waives claims to any credits or refunds of Superfund chemical excise tax imposed on Sasol under Internal Revenue Code §§ 4661 and 4671 attributable to any taxable chemicals or taxable chemical substances included on any invoices issued under this sales order that were subsequently exported outside of the United States or were used for qualifying tax-exempt purposes by Customer. Customer may therefore request credits or refunds of Superfund chemical excise tax amounts disclosed therein, related to exported or qualifying tax-exempt use items, by providing necessary supporting documentation directly to the Internal Revenue Service. Alternate credit or refund options may be available, where sufficient export or tax-exempt use documentation is provided to Sasol and Customer executes appropriate affidavits.

**15. COMPLIANCE WITH LAWS:** Each Party agrees to comply in all material respect will all applicable laws, rules, and regulations in connection with its activity under this agreement including but not limited to the United States Foreign Corrupt Practices Act ("FCPA"). Each Party warrants that it and its affiliates have not made, offered, or authorized and will not make, offer, or authorize any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any officer or employee of the other Party or any public official would violate the FCPA. Neither Party shall make any facilitation payment in the performance of its obligations in terms of this Sales Order. Each Party agrees to maintain adequate internal controls and to keep accurate and complete records that support the payments due and all transactions under this Sales Order. Buyer shall obtain prior approval for reimbursable expenses, if any. Seller may terminate upon reasonable suspicion of violation of the FCPA or similar laws. Any compensation for goods or services by Buyer shall be consistent with fair market value. Buyer shall indemnify Seller against any third party claims, losses, and lawsuits arising from Buyer's alleged or actual violation of any applicable law, statute, rule or regulation.

Buyer represents that it is familiar with applicable trade, economic or financial sanctions provisions, laws, regulations, embargoes or restrictive measures (collectively "Sanctions") imposed, administered or enforced from time to time by any applicable governmental entity authorized to impose such Sanctions. Buyer shall comply with the applicable Sanctions. Buyer confirms that it has implemented and maintains policies and/or procedures designed to ensure compliance by Buyer, its respective directors, officers, employees and agents as well as its subsidiaries, subcontractors, distributors, and suppliers with all applicable Sanctions. Neither Party shall be required to perform any obligations pursuant to this Agreement if performance would be in violation of such Sanctions. Either Party may, without incurring any liability, terminate this Agreement immediately if such performance is in any way restricted or prohibited by applicable Sanctions. Buyer acknowledges that Seller may conduct periodic screening of the Buyer and of its beneficial owners to comply with applicable Sanctions and consents to the foregoing.

**ENTIRE AGREEMENT:** This Sales Order (including Standard Terms and Conditions) sets forth the entire agreement between Seller and Buyer and, no terms, conditions, understanding, or agreement purporting to modify or vary the terms of this Sales Order shall be binding unless hereafter made in writing and signed by Seller and Buyer.