

**MITSUBISHI CHEMICAL ADVANCED MATERIALS, INC.**  
**TERMS AND CONDITIONS OF PURCHASE**

**EXCLUSIVE TERMS.**

THIS ORDER, INCLUDING THE TERMS AND CONDITIONS CONTAINED HEREIN, IS THE COMPLETE AND FINAL AGREEMENT BETWEEN THE SELLER AND THE BUYER FOR THE SALE AND PURCHASE OF THE GOODS AND SERVICES. THIS ORDER MAY BE CONSTRUED AS AN OFFER OR AN ACCEPTANCE OF AN OFFER. IF THIS ORDER IS CONSTRUED AS AN OFFER, IT EXPRESSLY LIMITS ACCEPTANCE BY SELLER TO THE TERMS OF THIS OFFER AND CONSTITUTES NOTICE OF OBJECTION TO ANY ADDITIONAL OR DIFFERENT TERMS IN THE ACCEPTANCE. IF THIS ORDER IS CONSTRUED AS AN ACCEPTANCE, IT IS EXPRESSLY CONDITIONED ON SELLER'S ASSENT TO ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED HEREIN. All sections of the Uniform Commercial Code which expressly or impliedly protect a buyer are hereby incorporated by reference in this form. No action by Buyer shall be construed as acceptance of any additional or different terms in Seller's forms. Buyer may revoke this offer at any time prior to acceptance by Seller. Seller shall be deemed to have accepted this order by signing and returning the acknowledgment copy hereof or by other written indication of acceptance, by accepting any whole or partial payment from Buyer or by commencement of performance *provided* that, the only effect thereof shall be to accept this order on the terms and conditions hereof.

**PRICE; F.O.B.; RISK OF LOSS.** Unless specified on the front hereof to the contrary, the prices charged to Buyer (a) are F.O.B. Buyer's premises, (b) include all applicable federal, state and local taxes, charges or duties including, without limitation, sales and use taxes, and (c) include packaging per Buyer's instructions. No additional charges of any kind will be allowed unless specifically agreed to by Buyer in writing. Seller warrants that the prices charged Buyer on this order shall be no higher than prices charged to its other customers. Risk of loss shall remain with Seller until the goods are delivered to Buyer's premises.

**INDEMNIFICATION.** Seller agrees to defend, indemnify and hold Buyer, its employees, customers, successors and assigns, harmless against any claim demand, action, proceeding, liability, loss, cost or expense whatsoever, including attorney's fees, arising in connection with any actual or alleged (a) defect in the goods, (b) failure by Seller to comply with Buyer's specifications or with the express or implied warranties of Seller, (c) violation by the goods, or in their manufacture or sale, of any federal, state or local law, rule or regulation, (d) infringement of any patent, trademark, trade name, trade secret, copyright or other property right by reason of the sale or use of the goods ordered, or (e) enforcement by Buyer of its rights hereunder. In the event of any claim, demand, action or proceeding being commenced against Buyer by reason of any of the above matters, Buyer shall give Seller prompt notice thereof in writing.

**WARRANTY.** Seller warrants that the goods ordered shall be free from all liens and encumbrances, shall comply with Buyer's specifications, shall be free from defects in design, materials and workmanship, and shall be merchantable and fit for the purposes for which such goods are intended. Seller further warrants that the goods/products sold pursuant to this agreement are free of asbestos or asbestos containing materials. Should any of the goods/products be found to contain asbestos, Seller will bear all costs associated with the labor and materials associated with the removal, disposal and replacement of said goods/products (this warranty survives the acceptance of the goods/products by the Buyer).

**INSPECTION; REJECTION; REMEDIES.** Goods purchased hereunder are subject to inspection and approval at Buyer's destination notwithstanding any prior payment. Buyer may inspect the goods/services at Seller's premises. Buyer reserves the right to reject, refuse acceptance of, and withhold payment for goods which are not in compliance with Buyer's instructions and specifications, or with Seller's express or implied warranties. Goods not accepted will be held or returned to Seller at Seller's risk and expense. All remedies specified herein shall be cumulative and in addition to all other or future remedies provided at law or in equity.

**CANCELLATION.** Time is of the essence and Buyer may cancel this order, in whole or in part, without liability to Buyer if deliveries are not made at the time and in the quantities specified, or in the event of any other breach or failure of any of the terms and conditions hereof, or for the convenience of the Buyer any time prior to shipment of the goods by the Seller.

**CHANGES.** Buyer at any time may make changes in the quantities ordered or in the specifications or drawings relating to the goods, or may change or amend any other term or condition of this order. Any claim for actual losses incurred by Seller due to any such change must be made within 10 days from the date of receipt by Seller of such change or shall be deemed waived. Price increases or extension by Seller of delivery time shall not be binding on Buyer unless agreed to in writing by Buyer.

**COMPLIANCE WITH LAWS.** Seller shall comply with all applicable federal, state and local laws, regulations and orders. Without limiting the foregoing, Seller warrants that the goods shall be produced in compliance with and shall meet all applicable requirements and standards of the Fair Labor Standards Act and the regulations and orders of the United States Department of Labor issued thereunder, the Occupational Health and Safety Act, and applicable affirmative action laws.

**CONFIDENTIALITY.** Seller agrees not to utilize or disclose to others any confidential information, drawings or data, whether or not designated as such, supplied, furnished or disclosed to Seller by Buyer except as reasonably required for the purpose of filling this order. Seller shall immediately return any such confidential materials to Buyer at Buyer's request.

**ASSIGNMENT.** Seller shall not assign or subcontract any of its rights, duties or obligations under this order without Buyer's prior written consent. Such consent shall not relieve Seller from its obligations, from any liability for breach or from any duty to perform. Buyer may assign any or all of its rights, duties, or obligations under this order without Seller's prior written consent if Buyer sells, spins off, or otherwise disposes of the division or product line which is the primary beneficiary of this order or if the Buyer merges with or into another company.

**WAIVER.** Waiver by Buyer of a breach by Seller of any provision of this order shall not be deemed a waiver of any other provision of or future compliance with all provisions of this order, and all such provisions shall remain in full force and effect. The Buyer's failure to exercise any of its rights hereunder or to insist upon strict performance of any of the terms and conditions stated herein shall not be considered as a waiver of any such term or condition, any other term or condition, or any of the Buyer's rights.

**CONTROLLING LAW.** This transaction shall be governed by, and this agreement shall be construed and enforced in accordance with, the internal laws of the Commonwealth of Pennsylvania.

**FORCE MAJEURE.** The consequences, direct or indirect, of labor disputes, fires, floods, acts of God, war or any other cause or condition beyond the reasonable control of Buyer or Seller, shall excuse performance to the extent which such performance has been prevented by such occurrence. In the event that either party shall be unable to perform any of its obligations, it shall promptly advise the other of its inability to perform. If the cause is not removed within 60 days, Buyer, in addition to its other remedies, may cancel this order.

**SERVICES.** If Seller is to perform any services on the premises of Buyer, Seller shall indemnify and hold Buyer harmless from any claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the provision of such services, including but not limited to injury to employees of Seller or to third parties or damage to property. Prior to the performance of such services, Seller shall provide Buyer with certificates showing the following types of insurance in such amounts and by insurance carriers acceptable to Buyer: worker's compensation, public liability, property damage, automobile, pressure vessel and such other special coverage as conditions may require.

**HAZARDOUS MATERIALS.** Before any chemical, material or equipment that contains a chemical is permitted to be brought into a Buyer facility, a Material Safety Data Sheet (MSDS) must be forwarded to the plant environmental coordinator who will complete a review and approve or reject the acceptance of the shipment(s). Shipment(s) made to any Buyer facility not following this procedure will be rejected at Buyer's dock and returned to Seller at its sole expense and liability.