

**GENERAL TERMS and CONDITIONS APPLICABLE TO THE SALE AND DELIVERY OF PRODUCTS
BY CYTEC SPECIALTY CHEMICALS (legal entity further identified in the order confirmation) HEREAFTER: CYTEC**

Version 01.01.2012

1. GENERAL

- 1.1 These terms and conditions apply to all offers by and all orders to CYTEC for the sale and delivery by CYTEC of products (hereafter: goods), and to all agreements with CYTEC with respect hereto.
- 1.2 The applicability of terms and conditions of the other party or customer (hereafter: customer) of CYTEC is hereby expressly excluded.
- 1.3 Provisions that deviate from these terms and conditions can be invoked by the customer only if and to the extent that these provisions are accepted by CYTEC in writing.

2. OFFERS, ORDERS AND AGREEMENTS

- 2.1 All offers from CYTEC are non-binding.
- 2.2 Orders and acceptance of offers by the customer are irrevocable.
- 2.3 CYTEC is only bound when it has accepted an offer in writing or has begun implementation. CYTEC is moreover only bound by what was accepted in writing. Verbal commitments or agreements by or with its personnel do not bind CYTEC except and insofar as CYTEC confirms these in writing.
- 2.4 These conditions apply to changes to the agreement as they do to separate agreements.

3. PRICE

- 3.1 Prices set by or agreed to with CYTEC are exclusive of V.A.T. They are valid for Carriage Paid To (CPT) as referred to in the INCOTERMS 2010 unless otherwise agreed.
- 3.2 The price of goods is the price valid at the time of shipment of the goods. All shipment and delivery dates are estimated dates only.

4. DELIVERY PERIOD AND DELIVERY

- 4.1 The delivery period starts after the conclusion of the agreement, and after CYTEC has received all data to be provided by the customer and (if appropriate) after advance payment has been received by CYTEC or security for payment has been put at its disposal.
- 4.2 Failure to deliver within an agreed or stipulated delivery period does not entitle the customer to any damages or to non-fulfilment by it of any of its own obligations arising from the agreement. The customer is, however, entitled to rescind the agreement by written declaration if, and insofar as after a failure to deliver within an agreed delivery period, CYTEC still fails to deliver the agreed upon goods within a reasonable period stipulated by the customer in writing.
- 4.3 Delivery periods will be extended by the amount of time that the implementation of the agreement is delayed by force majeure. They will also be extended by the time that the customer is later in the fulfilment of any obligation than is agreed to or could reasonably be expected by CYTEC.
- 4.4 CYTEC has the right to deliver in parts and/or through an affiliate. Each partial delivery will be deemed a separate delivery with respect to the applicability of these conditions.
- 4.5 CYTEC shall not be obliged to deliver, in any month, any quantity of goods in excess of 10% of the customer's forecasted annual purchase volume for the goods made known to CYTEC or, in the absence of a forecasted annual purchase volume, 10% of the historical purchase volume of the customer over the last six months subject always to the availability of goods and CYTEC reserves the right to allocate available goods amongst its customers.

5. TRANSPORTATION AND EQUIPMENT

- 5.1 In all cases where CYTEC arranges for transport, it is entitled to solely determine the mode thereof.
- 5.2 CYTEC is only obliged to co-operate in filling or loading containers, tankers, trucks and/or other means of transportation equipment arranged for by the customer, if these are in a ready-to-fill position, if they comply with CYTEC and Government safety

specifications, and if all instructions by CYTEC with respect to loading are followed without delay.

- 5.3 CYTEC's returnable semi bulk containers and (other) equipment of CYTEC put at the customer disposal should be used in conformity with CYTEC's instructions and returned to CYTEC in conformity with any express agreement between parties or, in the absence of an agreed date of return, as soon as possible after the agreed or intended use thereof.

6. RISK, TITLE, INTELLECTUAL PROPERTY

- 6.1 Risk of Loss of the goods shall transfer to the customer upon delivery to the carrier or when CYTEC has complied with its delivery obligations whichever comes first.
- 6.2 All goods sold and delivered by CYTEC remain the property of CYTEC until such time as the customer has paid in full all that which is owed to CYTEC in connection with the underlying agreement and/or earlier or later agreements of the same nature, including damages, costs and interest. At such time customer will receive good title to all such goods free from any lien or encumbrance.
- 6.3 In case the customer incorporates or transforms the goods into another product prior to the full settlement of that which is owed to CYTEC under article 6.2., customer assigns herewith to CYTEC title to the other product resulting from such incorporation or transformation, in proportion to CYTEC's goods incorporated or transformed.
- 6.4 In case the customer sells the goods or a product into which the goods have been incorporated and/or transformed prior to the full settlement of that which is owed to CYTEC under article 6.2., the customer assigns herewith to CYTEC any receivables and claims in relation to the sale of the goods or the product into which the goods have been incorporated or transformed.
- 6.5 The industrial and intellectual property rights to or associated with the goods delivered remain with CYTEC or third parties entitled thereto, and are never transferred to the customer.
- 6.6 The customer shall not market, sell or trade any goods under CYTEC's trademark without CYTEC's prior written permission.

7. INSPECTION, ACCEPTANCE

- 7.1 The customer is obliged to take physical acceptance of the goods at the agreed location at the time of arrival.
All costs of CYTEC associated with a failure to take acceptance are for the account of the customer, costs of transport and storage included.
- 7.2 The customer is obliged to inspect the goods with respect to weight, quantity and immediately noticeable defects at the time of physical acceptance.
- 7.3 Claims with respect to immediately noticeable defects should be notified to CYTEC in accordance with Article 9 and CYTEC's obligations are as described in that article.
- 7.4 Claims with respect to shortages (weight, quantity) should be notified to CYTEC in writing within 14 days after physical acceptance. In the case of a justified complaint made in a timely fashion CYTEC shall, at the option of the customer, either arrange for an additional delivery or credit the customer in proportion to the extent of the shortage. With respect to shortages, CYTEC shall have no further liability than the above obligations.

8. FORCE MAJEURE

- 8.1 CYTEC is entitled to invoke force majeure if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances reasonably out of its control, including natural disasters, epidemics, war, mobilisation, revolution, site or building blockades, strikes, specific work interruptions or work-to-rule slowdowns and lockout, transport interruptions, shortage of raw

**GENERAL TERMS and CONDITIONS APPLICABLE TO THE SALE AND DELIVERY OF PRODUCTS
BY CYTEC SPECIALTY CHEMICALS (legal entity further identified in the order confirmation) HEREAFTER: CYTEC**

Version 01.01.2012

materials or energy, delay in the provision to CYTEC of goods or services ordered from third parties, accidents and interruptions of business operations.

- 8.2 In the case of force majeure on the part of CYTEC, its obligations are suspended. If the force majeure lasts longer than four weeks, CYTEC and the customer are both authorized to rescind the non-feasible parts of the agreement by a written declaration, without prejudice to the provision of article 12.

9. WARRANTY

- 9.1 CYTEC warrants conformity of its goods with CYTEC's own sales specifications. NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER OF FITNESS OR AGAINST INFRINGEMENT OR OTHERWISE, IS MADE AS TO THE GOODS SOLD OR ANY INSTRUCTIONS OR TECHNICAL ADVICE PROVIDED. In case of defects for which claims are submitted in a timely fashion, it will at its own option either redeliver at no cost or credit the customer as far as reasonable in whole or in part for the invoice value of the goods in question.
- 9.2 With respect to immediately noticeable defects, the customer must submit a claim no later than within 14 days after delivery of the goods, on penalty of loss of any warranty entitlement towards CYTEC
- 9.3 Claims with respect to other defects must be made within 14 days after their appearance, on penalty of loss of any warranty entitlement towards CYTEC.
- 9.4 Any right to a warranty lapses if:
- directions given by CYTEC for storage are not followed exactly;
 - goods are used improperly or not in conformity with the agreed to or usual purpose.
 - the customer has not fulfilled any of its obligations towards CYTEC arising from the underlying agreement, or has not fulfilled them adequately or on time.
- 9.5 CYTEC's liability in connection with any defects in goods it delivers is limited to its obligations under the warranty described in the previous paragraphs.

10. LIABILITY

- 10.1 CYTEC is never obliged to pay damages except if and insofar as the damage suffered was inflicted intentionally or by the gross negligence of CYTEC. CYTEC's liability for loss of profits, consequential or indirect damage is, however, at all times excluded
- 10.2 In all cases in which CYTEC is obliged to pay damages, these will never be higher than, at its option, either the invoice value of the goods delivered whereby or in connection with which the damage was caused, or, if the damage is covered by an insurance policy of CYTEC's, the amount that is actually paid out by the insurer with respect thereto.
- 10.3 Any claim toward CYTEC, except those recognized by CYTEC, lapses after a period of 12 months from the time the claim arose.
- 10.4 CYTEC's employees, or independent contractors brought in by CYTEC for the implementation of the agreement, can, toward the customer, invoke all means of defence afforded by the agreement as if they themselves were party to that agreement.
- 10.5 The customer will hold harmless and indemnify CYTEC, its employees and independent contractors brought in by it for the implementation of the agreement for each claim by third parties in connection with the implementation by CYTEC of the agreement, insofar as those claims are greater than or different from those to which the customer is entitled from CYTEC.

11. PAYMENT AND SECURITY

- 11.1 Payment must take place within 30 days after the invoice date unless agreed otherwise. CYTEC has however at all times the right to claim full or partial payment in advance, and/or otherwise to obtain security for payment.

- 11.2 The customer waives any right to set off amounts charged by and between parties. Warranty claims do not suspend the payment obligations of the customer.

- 11.3 If the customer does not pay any amount it owes pursuant to the foregoing, it is in default without notice. As soon as the customer is in default on any payment, all CYTEC's remaining claims on the customer become due, and the customer is immediately in default without notice with respect to those claims. As from the day on which the customer is in default, he owes CYTEC late interest of 1% per month or part of a month during which the default continues

12. SUSPENSION, RESCISSION

- 12.1 If the customer does not fulfil one or more of its obligations, does not fulfil them on time or adequately, is declared bankrupt, requests (temporary) moratorium, or proceeds with the liquidation of its business, as well as when its assets are attached in whole or in part, CYTEC has the right to suspend the implementation of the agreement or to rescind the agreement in whole or in part, without prior notice of default, by written declaration, at its option and always without prejudice to any rights to compensation for costs, damage and interest.
- 12.2 The customer is authorized to rescind only in the cases referred to in Articles 4.2 and 8.2 of these conditions, and then only after payment to CYTEC of all amounts owed to CYTEC at that time, whether or not due.

13. DISPUTES AND APPLICABLE LAW

- 13.1 All disputes existing between parties shall be heard exclusively by the competent Court of the registered seat of the CYTEC entity that has confirmed the order, unless CYTEC prefers another competent forum.
- 13.2 All agreements between CYTEC and its customer are subject to the law of the country in which the CYTEC entity that has confirmed the order has its registered seat.
The application of the UN Convention of Contracts for the International Sale of Goods is excluded.
- 13.3 All judicial and extra judicial costs of CYTEC incurred in connection with the collection of any claim on the customer are for the account of the customer. The extra judicial costs are deemed to amount to at least 15% of the claim amount.

14. SEVERABILITY

In case one or more provisions of these terms and condition would be invalid or unenforceable, the invalid or unenforceable part or provisions shall be replaced by a provision which accomplishes, to the extent possible, the original intent of such part or provision in a valid and enforceable manner. Failing such replacement, CYTEC shall have the option to cancel the entire transaction or to proceed based on the other provisions which remain valid.

15. REACH

In the event that REACH *Regulation No 1907/2006 of the European Parliament and the Council (REACH)* applies and if customer makes a new use known to CYTEC according to Art. 37.2 of REACH in order to extend the scope of registration of the goods, its chemical elements and/or its compounds as well as each mixture or solution supplied as defined by Art. 3 paragraphs 1) and 2) REACH, it shall be responsible for providing all information and data which are necessary for the update of the registration and bear any related additional costs.