

Standard Terms and Conditions

1. GENERAL

These General Conditions of Sale ("General Conditions") are applicable to all offerings, sales, and deliveries by N-7 LLC ("Seller") to the buyer thereof ("Buyer"). Unless contradicted by a written document signed by Seller which refers to these General Conditions by name, these General Conditions state the terms applicable to all goods and services (hereinafter referred to individually and collectively as the "Goods") that may be sold by Seller to Buyer or purchased by Buyer from Seller. By entering into an agreement with Seller under these General Conditions, Buyer accepts their applicability to the present and all future transactions with Seller, even if such future transactions contain no explicit reference to these General Conditions.

2. NO OTHER CONDITIONS

2.1 No terms and conditions offered or used by Buyer, whether proffered by written Purchase Order, Acknowledgement Order, Confirmation or otherwise, shall apply, regardless of whether any reference thereto was made after Buyer's receipt of these General Conditions.

2.2 'Written' or 'in writing' shall include any electronic communication between Seller and Buyer.

2.3 Seller reserves the right to amend or modify these General Conditions at any time. Seller shall notify Buyer of any such change by sending Buyer a copy of the General Conditions as amended and requesting that Buyer sign and return to Seller an executed copy of the amended General Conditions. The General Conditions as amended will take effect from such time as Seller receives an executed copy of the amended General Conditions and will apply to all orders placed by Buyer and confirmed or accepted by Seller from that time.

3. QUOTATIONS, ORDERS AND CONFIRMATION

3.1 Quotations in any form whatsoever do not bind Seller and are merely an invitation by Seller for Buyer to place an order. Unless clearly marked or identified as a "Firm Quote", all Sellers' price quotes may be revoked or changed without prior notice.

3.2 Orders issued by Buyer will bind Seller only if accepted by Seller in a written order acknowledgement ("Order Acknowledgement or Confirmation") or upon a written contract executed both by Buyer and Seller containing all the material terms of any such individual sale transaction. Seller may always refuse to accept an order without reason or explanation. Each Order Confirmation constitutes a separate sales transaction for the Goods stated therein, and any delivery of nonconforming Goods will have no legal or other impact on other Orders.

3.3 A price quote applies only to the volumes and Goods for which the price quote was issued.

3.4 Oral statements, representations and/or commitments by Seller's agents, employees or representatives will bind Seller only to the extent that they are confirmed or recorded through an act or written confirmation on the part of Seller.

4. DELIVERY AND ACCEPTANCE

4.1 Deliveries shall be made, and freight paid, in accordance with one of the following options, each of which shall have the following corresponding meanings and one of which shall be selected and identified on Seller's Order Confirmation or other contract document. Buyer shall coordinate shipping dates and related details with Seller. Seller shall prepare bills of lading for all shipments according to procedures agreed to by both Buyer and Seller.

i. FOB Seller's Plant. Buyer arranges and pays for transportation of the Goods, or in the alternative, Seller arranges transportation of the Goods and advances the cost of transportation, but Buyer reimburses Seller for all such costs. In either case, the carrier shall be deemed Buyer's carrier, and title and risk of loss to the Goods shall pass to Buyer upon delivery of the Goods to the carrier at Seller's plant. Seller (or Seller's contractor) may reject any railcars, trucks, transports, pipelines, barges, vessels, containers or storage presented for loading/unloading/transfer of Goods, which would present, in its sole discretion, an unsafe or potentially unsafe situation. Seller (or Seller's

contractor) may refuse to load, unload, transfer or handle any Goods under any conditions which it deems, in its sole discretion, unsafe or potentially unsafe, including any conditions caused by Goods, drivers, personnel, equipment, procedures and/or adverse weather conditions.

ii. Delivered (Other than truck shipments with freight allowance). Seller arranges and pays for the transportation of the Goods. Title and risk of loss to the Goods shall pass to Buyer upon delivery of the Goods to Buyer's delivery point. With respect to Seller provided railcars: (i) if a railcar is damaged at the Buyer's Delivery Point due to the negligent acts or omissions of Buyer or Buyer's agents, Buyer shall be responsible for all repair and inspection costs, freight costs to and from any repair facility and temporary replacement railcar rental expenses incurred by Seller until Buyer returns the repaired railcar to Seller, (ii) while in Buyer's constructive or actual possession at the Buyer's Delivery Point, the rail cars must be handled and secured in accordance with the rules and regulations of the Federal Railroad Administration and Association of American Railroads and (iii) except for emergencies, no repair or modification of a railcar will be performed without the written consent of Seller. A railcar lay time of five (5) days free will be allowed for Seller's railcars following constructive placement at the Buyer's Delivery Point, after which demurrage will be charged to Buyer at a rate of one hundred fifty dollars (\$150.00) per day unless otherwise specified the agreed sale conditions. In addition, if a railcar of Goods is shipped to Buyer but Buyer is unable to take delivery of the Goods (for reasons other than the fact that the delivered Goods does not meet the Specifications) and, as a result, Buyer requests to return the Goods to Seller, Seller shall consent to said request subject to Buyer agreeing to pay all accumulated demurrage, freight to Buyer's destination, the return freight to Seller's plant, plus a penalty of ten dollars (\$10.00) per ton of Goods returned. Upon mutual agreement, demurrage charges may be waived.

iii. Delivered (Truck shipments with freight allowance). Buyer arranges and pays for transportation of the Goods and the price for the corresponding Goods is reduced by Seller's applicable freight allowance to the delivery point reflected on Seller's transportation documents. Unless expressly specified otherwise by Seller, title and risk of loss shall pass to Buyer upon delivery of the Goods to Buyer's carrier at Seller's plant. In the event the Goods are delivered to a delivery point other than that specified in Seller's transportation documents, both the Seller's applicable freight allowance and the price for the corresponding Goods shall be recalculated as of the date of shipment for the actual delivery point market.

4.2 Delivery times and/or dates are estimates; time is not of the essence unless explicitly agreed otherwise in the Order Confirmation. Seller may deliver the Goods in separate batches and invoice them separately. SELLER SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT AND/OR CONSEQUENTIAL DAMAGES RESULTING FROM DELAY IN SHIPMENT OR DELIVERY, AND SELLER EXPRESSLY DISCLAIMS RESPONSIBILITY THEREFORE. Any late delivery of Goods shall not relieve Buyer from its obligation to take receipt of the Goods. If the quantity of Goods delivered varies from Seller's Order Confirmation, Buyer may not refuse the Goods.

4.3 Seller will use its discretion to source the Goods based on inventory availability, logistics costs, and current demand from its various storage locations. Seller will not source Goods based on any preferred tax treatment of such Goods for the Buyer.

4.4 Buyer shall be responsible for and shall pay all costs of demurrage based upon Seller's demurrage policy in effect at the time demurrage is incurred.

5. PRICES AND TAXES

5.1 The agreed prices and currencies are valid for the agreed period of time. Unless otherwise expressly agreed, Seller's prices include standard packaging and are exclusive of sales taxes, excise tax, Superfund excise taxes, use taxes, VAT and other similar taxes, duties, charges and costs levied on the Goods and their delivery ("Taxes") in any country.

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5.2 Taxes are payable by Buyer and may be stated in the invoice or charged separately by Seller to Buyer. Buyer will either provide Seller with an exemption certificate or will pay to Seller the amount of any sales, use, Superfund excise tax, or other excise tax or inspection fee that Seller is required by law, ordinance, rule or regulation to collect from Buyer and remit to the appropriate authorities. If Buyer elects to export the Product outside of the United States, Buyer shall provide Seller with an exemption certificate prior to the sale and documentation reasonably acceptable to Seller and consistent with applicable law that the Product will be transported and exported outside of the United States in a reasonable time period. Buyer shall retain sufficient records to document all exemptions, exports, and resales of the Product for at least five (5) years following the date of its purchase of the Product from Seller and make such information available upon reasonable request by Seller. Buyer and Seller agree to reasonably cooperate to reduce or minimize any Superfund excise taxes and to seek refunds for any exempt sales. The exemption certificates must substantially comply with the Internal Revenue Service rules governing such exemptions.

5.3 If Seller grants a discount, the discount applies only to the delivery specifically identified in the Order Confirmation.

6. PAYMENT, CREDIT TERMS AND SECURITY

6.1 Payment of the agreed price must be received by Seller at the address and by the date stated on the invoice. Buyer may not (i) set off against any invoice amounts owed to Seller or (ii) postpone its payment obligations to Seller on the grounds that Buyer has any counterclaims against Seller.

6.2 If payment from Buyer becomes overdue, Buyer shall pay additionally interest at the rate of 1.5% per month, or if less, at the highest rate allowed by applicable law, calculated from the due date until such time as all due amounts have been paid in full, and such interest shall be due immediately on demand by Seller. All internal and external costs incurred by Seller in collecting any overdue invoices in or out of court (including without limitation attorney fees, bailiff fees and experts' fees, court duties and other litigation costs) shall be payable by Buyer.

6.3 Every payment received from Buyer shall serve first as payment towards any judicial and extra-judicial collection costs incurred and any interest owed by Buyer, and then to satisfy the most senior debt owed by Buyer, regardless of any payment instruction by Buyer to the contrary.

6.4 Disputes concerning an invoice must be submitted to and received by Seller in writing within 5 (five) business days of the invoice date.

6.5 Buyer shall promptly, upon Seller's request, provide such security and/or payment guarantees for payment of the full purchase price (including interest and costs) as Seller may reasonably request.

6.6 Credit Terms. Notwithstanding any provision to the contrary in the sales agreement, in the event that Seller determines, in its sole discretion, that the creditworthiness or future performance of Buyer is impaired or unsatisfactory, Seller may (i) suspend deliveries of Goods, (ii) require prepayment by wire transfer at least two business days prior to a scheduled shipment of Goods, and/or (iii) require Performance Assurance at least three business days prior to a scheduled shipment of Goods. Buyer hereby waives written notice of any such action. "Performance Assurance" means collateral in the form of, at Seller's option, either cash or letter(s) of credit in a form and from a bank acceptable to Seller in its sole discretion. Seller makes no assurance or guarantee regarding any amount of credit or the continuation of credit that may be granted to Buyer from time to time.

6.7 Security. As general and continuing security for the payment for all purchases from Seller and the payment and performance of Buyer of all indebtedness, liabilities and obligations of any nature, however arising, whether monetary or otherwise, now existing or hereafter arising in favor of Seller, Buyer shall, upon request by Seller, deliver to Seller, in form and substance satisfactory to Seller in its sole discretion, a general security agreement (the "Security Agreement") granting a security interest in favor of Seller in all of Buyer's presently

owned or hereafter acquired property, assets, rights, benefits, privileges and undertakings of every nature and kind, real or personal, moveable or immovable. Buyer further agrees to deliver to Seller such further security agreements, deeds or other instruments of conveyance, assignment, transfer, mortgage, pledge or charge (the "Supplemental Agreements") as Seller may reasonably request to effectively take or perfect the security in the abovementioned property of Buyer. Buyer hereby acknowledges and agrees that Seller reserves the right not to deliver any shipment of Goods until Buyer has executed and delivered to Seller the Security Agreement and the Supplemental Agreements in accordance with the terms of this clause.

7. CANCELLATION

Buyer and Seller agree that if Buyer refuses delivery or rejects conforming Goods in a manner other than by mutual agreement, or cancels or refuses to recognize an Order Confirmation from Seller, any such action by Buyer shall constitute a material breach of an agreement for sale and the terms of sale. Buyer and Seller agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by Buyer's refusal or rejection of conforming Goods, and Buyer and Seller, therefore, agree that appropriate liquidated damages, calculated as 50% of the sales price for the corresponding Goods, represents reasonable compensation for the loss to be incurred by Seller. The parties agree that such liquidated damage is reasonable in light of the anticipated or actual harm caused by the breach, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy. Buyer also agrees that payment of such liquidated damages do not limit Seller's right to obtain other relief as may be appropriate. Buyer agrees that its personnel, independent contractors and customers dealing with the Goods have been made aware of the hazards associated with the use, transport and handling of the Goods and, as between Buyer and Seller, Buyer assumes all responsibility for warning its employees, independent contractors and customers of all hazards to persons and property in any way associated with the use, transport and handling of the Goods. Buyer also assumes responsibility for the suitability and the results of using the Goods alone or in conjunction with any other articles or substances and in any manufacturing process.

8. TRANSFER OF RISK AND RETENTION OF TITLE

8.1 In all cases except for "Delivered" shipments as specified in the sentence immediately following, title to and risk of loss or damage to the Goods shall pass to Buyer at the time the Goods are loaded onto the barge, truck, railcar or other applicable means of transport (or in the case of distribution by pipeline, at the time the Goods pass the flange connection of Buyer's intake manifold at Buyer's terminal or point of destination). In the case where Goods are to be "Delivered" as defined by these General Conditions by means other than truck with freight allowance, title to Goods and risk of loss thereto shall pass to Buyer when the Goods are constructively placed at destination.

8.2 If a prepayment is to be made by Buyer, Goods for which delivery is postponed awaiting payment from Buyer may be stored by Seller, at Seller's sole option, at Buyer's risk and expense; the same applies to Goods which are not taken for delivery for any reason, rejected or not accepted by Buyer although Seller has fully performed all of its obligations related thereto. Seller shall notify Buyer of any price per ton per month for storage under this Section 8.2.

8.3 In the event of termination pursuant to Article 17 of these General Conditions, Seller may at its option, without prejudice to any of its other rights, require the immediate return of the Goods or, claim back the Goods using a right of repossession.

9. INSPECTION AND CONFORMITY TO SPECIFICATIONS

9.1 To limit any damage, Buyer must promptly inspect the Goods to confirm that the Goods delivered meet all contractual requirements ("Specifications") before using, processing, transporting, storing, damaging or selling the Goods (the "Use"). Use, processing, damaging

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and all other changes to the Goods, with or without prior inspection, is unconditional acceptance of the Goods by Buyer and a waiver of all claims in respect of the Goods.

9.2 If, on inspection of the Goods, Buyer finds a deviation from agreed quality that substantially impairs the value and makes the Goods non-conforming, Buyer must so notify Seller immediately in writing, describing the alleged non-conformity, stating the analysis findings, and retaining the sample or samples used in the analysis. Buyer must also take one additional sample and make it available to Seller. Seller may, at Seller's option, arrange for an independent third party to analyze the sample. The costs of taking the samples and performing the analysis shall be payable by Seller if the Goods prove to be nonconforming. Otherwise, the costs of taking the samples and performing the analysis are payable by Buyer.

9.3 Absolute Deadlines for Notifications. Complaints about any defect, default or shortcoming regarding the Goods which could be discovered by reasonable inspection at or before the time of delivery must be made in writing and received by Seller within seven (7) days of the date of delivery. Complaints about any other defects must be made in writing and received by Seller within seven (7) days of the earlier of: 1. the date when the defect was discovered or 2. the date that the defect could have reasonably been discovered. In no event shall Seller be obligated to consider a complaint about any defect, default or shortcoming regarding the Goods received later than fourteen (14) days after delivery of the Goods.

9.4 Whether the Goods delivered conform to the Specifications at the time of delivery must be determined on the basis of an analysis performed in accordance with the methods of analysis prescribed by contract or prevailing industrial and scientific standards for the Goods.

9.5 Except as provided in article 9.2 hereof, any samples supplied to Buyer are supplied solely for information purposes and in no way imply any express or implied conditions or warranties of any kind, including as to quality, description, merchantability or suitability or fitness for any purpose, and Buyer shall be deemed to have satisfied itself as to such matters prior to ordering the Goods.

9.6 Defects in a discrete, divisible part of the Goods do not entitle Buyer to reject the entire delivery of the Goods. Complaints, if any, do not affect Buyer's obligation to pay as defined in Article 6, except to excuse payment for Goods rejected by Buyer before Buyer's transportation, storage, processing, use, damaging or other changes to ("Use" of) the Goods.

9.7 Upon receipt of notice of claim or deficiency, Seller may, at its sole option, suspend deliveries until the cause of the complaint has been established and corrected or the defect has been cured.

9.8 If it is determined that the Goods do not meet the Specifications, then the Buyer may choose at its option to keep the off-specification Goods and pay a mutually agreed upon reduced price or if the Parties cannot agree upon a reduced price, or otherwise at Buyer's election, the Buyer may return the off-specification Goods to the Seller at Seller's cost and at Buyer's sole election for: (i) full refund or (ii) the same quantity of replacement Goods meeting the specification.

10. LIMITED WARRANTY

10.1 Seller's sole and exclusive warranty is that the Goods shall conform to the Specifications at the time of delivery. This exclusive warranty is given solely for the benefit of Buyer, and none other, and is not assignable or transferable. THIS EXCLUSIVE WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND IS OFFERED IN LIEU OF, AND SUPERSEDES ALL OTHER WARRANTIES WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, AND ANY REPRESENTATIONS BY OR ON BEHALF OF SELLER, WHETHER WRITTEN OR OTHERWISE.

10.2 If and to the extent Goods fail to meet the Specifications upon delivery, Seller's sole obligation, at its option, shall be to either replace the nonconforming Goods at no charge to Buyer, or issue a

credit for the value of such Goods in the amount of the original invoice price.

10.3 Buyer's sole and exclusive remedy in the event of a breach of warranty hereunder are limited to replacement of the nonconforming Goods or a credit for value of the Goods at invoice price, at Seller's sole option, and BUYER AND SELLER EXPRESSLY AGREE THAT THESE REMEDIES ARE EXCLUSIVE AND ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO BUYER FOR NONCONFORMING GOODS.

10.4 Except for the above-described express warranty that the Goods shall conform to the Specifications at the time of delivery (and Seller's warranty of good title to the Goods), Buyer takes the Goods "As Is, Where is, With All Faults." SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND SUITABILITY OR FITNESS FOR A SPECIFIC OR PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY AND INDEMNITY

11.1 Notwithstanding Seller's above-described obligation to replace nonconforming Goods or issue a credit therefore, Seller shall under no circumstances be liable to Buyer or any other legal entity or private individual for any other or additional, direct, indirect, consequential or special damage, including, but not limited to, loss of opportunity, loss of profits, loss of product or production, damages to machinery and equipment, punitive damages, expenses, attorney fees, and any other damages that are classified or defined as indirect or additional. SELLER EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR SUCH DAMAGES.

11.2 Seller's liability shall not exceed the amounts invoiced to and paid by Buyer to Seller for the Goods that are discovered to be nonconforming, reduced by such transport costs as were for Seller's account.

11.3 To the fullest extent permitted by law, Buyer hereby releases and shall defend, protect, indemnify, and save harmless Seller, its affiliates, and their respective officers, directors, employees and representatives (collectively, "Indemnitees") from and against all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, losses, damages, expenses (including attorneys' fees and expenses) and costs of every kind and character, on account of any reason whatsoever, including personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right (Losses/Liabilities), regardless of whether such harm is to Buyer, Indemnitees, the employees, directors or officers of either or any other person, arising out of or in any way incident to: (a) possession, use, misuse, storage, transportation, handling or disposal of any Goods (at or after the earlier of the time that title to or risk of loss of the Goods passes to Buyer) or any product in which Goods has been incorporated; (b) importation, exportation, marketing, sale, resale or distribution of any Goods or any product in which Goods has been incorporated, or the use or misuse of any Intellectual Property or any other intellectual property, in each case by or on behalf of Buyer or Buyer's affiliates, distributors, representatives, agents, contractors or subsequent purchasers or their respective employees, officers and directors; (c) use or misuse of railcars, motor vehicles, inland or ocean going water craft or pipeline facilities; and/or (d) breach of any of the terms of the Agreement. Buyer's duty of indemnification shall survive any termination of the Agreement or the cessation of business transactions between Buyer and Seller, and Buyer's obligations herein shall remain in full force and effect as necessary for the purposes of compliance with the terms of such indemnity. The indemnity in this Section 11 shall be in addition to any indemnity from Buyer or its affiliates, distributors, representatives, agents, contractors or subsequent purchasers contained in another agreement between Seller and such party.

12. FORCE MAJEURE

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12.1 Seller shall not be liable in any manner for any damage, costs and/or expenses arising from or connected with any delay in, restriction on or interference with the performance of, or any other failure to perform, any of its obligations to Buyer caused by circumstances beyond Seller's control, including without limitation natural disasters, laws and regulations, administrative orders, decrees, legislative measures, government action or other administrative measures, governmental restriction or prohibition of exports or imports, governmental blockade or hostility, governmental seizure or expropriation or the closure of international trade routes, court orders, earthquakes, floods, fire, explosions, war, terrorism, riots, sabotage, enemy action, accidents, epidemics, strike action, lockouts, labor unrest, problems in sourcing or absence of the necessary staff or raw materials, lack of transport means or other traffic difficulties, failure of factory or essential machinery, emergency repairs or maintenance, disruption or lack of public amenities, late delivery of or defects in goods and/or services delivered by Seller's suppliers or subcontractors ("Force Majeure").

12.2 In the event of Force Majeure, Seller shall notify Buyer thereof promptly in writing, stating the cause or nature of the Force Majeure and explaining how it will affect the performance of Seller's obligations. In the event of a delay, Seller's obligation to deliver will be postponed for a period equal to the loss of time caused by the Force Majeure event. If the event of Force Majeure continues or is expected to continue for more than two (2) months beyond the agreed delivery date, Seller may cancel the relevant part of the Order Confirmation without incurring any liability to Buyer.

12.3 In the event the Force Majeure concerns the late delivery of or defects in goods and/or services delivered by Seller's suppliers or subcontractors, Seller shall not be obligated to purchase those goods and/or services from other suppliers or subcontractors. In such cases, Seller may distribute the available quantities of Goods among all its customers for the Goods, taking into account the quantities Seller requires for its own purposes.

13. INFORMATION

13.1 Buyer acknowledges that data and other information contained in Seller's catalogues, specification sheets and other descriptive publications distributed or published on its websites by Seller may accordingly be varied from time to time without prior notice, AND ANY SUCH INFORMATION SHALL NOT FORM THE BASIS OF, OR SERVE AS A WARRANTY BY SELLER, WHETHER EXPRESS OR IMPLIED. Any statement, recommendation, advice, sample or other information of Seller in relation to the Specifications, the Goods or their Use shall be furnished only for the accommodation of Buyer.

13.2 Buyer agrees to keep and maintain as confidential, and shall cause its directors, officers, employees, agents and contractors to keep and maintain the confidentiality of all information relating to the price, quantity and type of Goods purchased hereunder, and shall not disclose any such information to any third party except to the extent necessary to perform its obligations under any agreement governed by these General Conditions. However, Buyer shall have no obligation under this Article 13.2 with respect to information that (a) is generally open and available to the public, (b) is or becomes known to Buyer through sources not bound by any obligation of confidentiality, or (c) is required to be disclosed under applicable law. These confidentiality provisions shall survive for a term of two (2) years following expiration or termination of these General Conditions.

14. COMPLIANCE WITH LAWS AND STANDARDS

14.1 Each Party agrees to comply with all applicable laws, treaties, conventions, directives, statutes, ordinances, rules, regulations, orders, writs, judgments, injunctions or decrees of any governmental authority having jurisdiction pertaining to the performance of its obligations under the Agreement.

14.2 Seller expressly does not guarantee or warrant that the Goods shall conform to any law, rule or regulation, code or standard ("Laws and Standards"), unless expressly stated in the Order Confirmation or Specifications. SELLER EXPRESSLY DISCLAIMS THE SAME.

15. INDEPENDENT ENTITIES

Seller and Buyer acknowledge and agree that each is an independent entity, and the relationship created by these General Conditions, or by any transaction arising thereunder shall be solely that of vendor/vendee, and shall not be deemed or construed to be that of principal/agent, partners or joint ventures.

16. NON-ASSIGNMENT

Neither party may assign any of the rights and/or obligations under the Order Confirmation without the prior written consent of the other party, provided however that Seller may assign such rights and obligations, wholly or partly, to any of its parent companies, subsidiaries, affiliates, suppliers or suppliers' affiliates or to a third party acquiring all or substantially all of Seller's assets or business relating to the Goods.

17. SUSPENSION AND TERMINATION

17.1 If Buyer fails to perform its obligations or if Seller has reservations about whether Buyer will be able to perform its obligations in a timely fashion or at all, and Buyer fails to provide Seller adequate assurances and security for its performance within thirty (30) days of Seller's demand for such assurances; or if Buyer becomes insolvent or enters into liquidation (otherwise than for the purposes of a reorganization or merger) or any bankruptcy proceeding shall be instituted by or against Buyer, or if a trustee or receiver or administrator is appointed for Buyer's assets, or if Buyer enters into a composition with or makes any assignment for the benefit of its creditors, or if Buyer's assets are attached, then, without prejudice to any other rights of Seller, Seller may by notice in writing forthwith: (i) demand re-delivery, return and take repossession of any delivered Goods for which full payment has not been received by Seller, for which purpose Buyer hereby grants an irrevocable right and license to Seller to enter upon all or any of the premises where the Goods are or may be located, and all costs relating to the recovery of the Goods shall be for the account of Buyer; and/or (ii) suspend its performance by cancelling further deliveries unless Buyer pays for the Goods in cash in advance or, at Seller's request, provides adequate security for such payment, all without a court order being required and without liability of Seller of whatsoever kind or nature arising out of or in connection with such suspension, cancellation and/or repossession; and/or (iii) may terminate this Agreement.

17.2 In the events referred to in Article 17.1(i) and/or (ii) above, all amounts owed by Buyer to Seller shall become immediately due and payable in full, with the exception of those relating to the Goods that were re-delivered or repossessed.

17.3 If any circumstances occur that prevent Buyer from performing any of its obligations to Seller properly or in a timely fashion, Buyer shall promptly notify Seller thereof in writing.

17.4 In the event of termination as set forth in this Section, the Seller shall have all rights and remedies available to it at law or in equity against the Buyer.

18. NO WAIVER

Failure by Seller to enforce at any time or instance any provision of these General Conditions shall not be construed as a waiver of any other of its rights.

19. SEVERABILITY AND CONVERSION

In the event that any provision of these General Conditions shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remaining provisions. The provisions that are held to be invalid or unenforceable shall be reformed to provisions satisfying the legal and economic intent of the original provisions to the maximum extent permitted by law. If the provisions that are held to be invalid or unenforceable cannot be reformed, they will be severed and the remainder of the General Conditions will be enforced, if the legal and economic intent of the original provisions can be maintained in the absence of the severed provisions. The contract will be subject to rescission or termination as to future performance if the original intent of the parties cannot be reasonably accomplished in the absence of the

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severed provision(s). Quasi-contractual remedies will be preserved to the parties if the contract is rescinded or terminated.

20. LIMITATION OF ACTION

Without prejudice to Article 9 of these General Conditions, no claim or action shall be made or brought by Buyer against Seller unless (i) Buyer first provides written notice to Seller of any claim alleged to exist against Seller within fourteen (14) days after the event complained of first became knowable or known to Buyer, and (ii) an action in this regard is actually commenced by Buyer within twelve (12) months after the date of such notice.

21. INTELLECTUAL PROPERTY

The sale or delivery of Goods hereunder shall not, by implication or otherwise, convey any license to Buyer under any intellectual property right relating to the composition and/or Uses of the Goods, and Buyer expressly assumes all risks of any intellectual property infringement by reason of its purchase, importation and/or Use of the Goods.

22. GOVERNING LAW AND JURISDICTION

22.1 The Purchase Order, Order Confirmation, Sales Contract, Invoice, Buyer's payments, these General Conditions, any other documents generated in the transaction or series of transactions hereunder, and all parties' rights and obligations arising from same shall be governed by, and will be construed under the laws of the State of Iowa, excluding principles of conflict of laws.

22.2 The parties agree that any disputes concerning the rights, remedies and obligations arising from this transaction or series of transactions shall be resolved exclusively in the courts in the place of Seller's principal place of business (Woodbury County, Iowa, U.S.A.). The parties do hereby consent to the jurisdiction of those courts and to venue in Woodbury County, Iowa, U.S.A. This agreement is without prejudice to (i) Seller's right to later consent in writing to jurisdiction and venue of the dispute in the courts in the place where Buyer is established (Such consent will not be implied in the absence of a written consent.), or to bring suit in the courts in the place where Buyer is established, or (ii) the parties' right to later agree, in writing, to submit the dispute to arbitration in accordance with the then current rules of The American Arbitration Association, with the arbitrator(s) appointed in accordance with those Rules (and the proceedings being conducted in English in Woodbury County, Iowa, U.S.A. applying the substantive law of the State of Iowa excluding principles of conflict of laws.)

23. U.S. EXPORT CONTROL LAWS

23.1 The Products, including any documentation and related technical data included with or contained in such Products, (collectively, the "Regulated Products") may be subject to U.S. export control laws and regulations, including, but not limited to, the Export Administration Regulations maintained by the United States Department of Commerce and the International Traffic in Arms Regulations maintained by the U.S. Department of State. Buyer agrees to comply with all applicable export and reexport control laws and regulations and shall not, and shall not permit any third parties to, directly or indirectly, export, reexport, or release any Regulated Products to any jurisdiction or country to which, or any party to whom, the export, reexport, or release of any Regulated Product is prohibited by applicable federal law, regulation, or rule. Buyer shall be responsible for any breach of this Section by its, and its successors' and permitted assigns', parents, affiliates, employees, officers, directors, customers, agents, distributors, resellers, or vendors.

23.2 Buyer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other required governmental approval), prior to exporting, reexporting, or releasing any Regulated Products. Buyer shall provide prior written notice of the need to comply with such laws and regulations to any person, firm, or entity which it has reason to believe is obtaining any such Regulated Products from Buyer with the intent to export or reexport.

24. AUTHENTIC VERSION

The English language version of these General Conditions is the only authentic version.