

STANDARD SALES ORDER TERMS AND CONDITIONS

1. **Release Quantities.** Except as otherwise provided herein, COMPASS Chemical International LLC, ("COMPASS") shall give Buyer reasonable notice of shipments.
2. **Measurement.** The method for measuring quantities shall be determined by COMPASS. Any additional measurements shall be paid for by Buyer.
3. **Freight.** If delivery charges are included in prices stated in this contract and such delivery charges are increased during the term of the contract by action of a common carrier, COMPASS may at its option, and without notice to Buyer, increase the price in effect as of the effective date of the new delivery charges, by a like amount.
4. **Taxes.** Any tax or other charge by federal, state, municipal, or other authority hereafter becoming effective within the period of this contract upon the production, sale and/or shipment of the product shall be added to the price of the product and paid by Buyer.
5. **Credit.** If in COMPASS's judgment Buyer's credit shall become impaired, COMPASS may decline to make deliveries except for cash or until such time as Buyer's credit has been reestablished to COMPASS's satisfaction.
6. **Product Source.** COMPASS shall be required to furnish the product covered hereby only from the shipping point stated on COMPASS's Sales Confirmation document.
7. **Title and Risk of Loss.** For sales within the United States, the legal title and risk of loss to the goods shall pass to Buyer upon delivery of the goods to carrier at COMPASS's shipping point. For sales to countries outside the United States, unless separately agreed in writing, Buyer shall handle and be responsible for customs clearance, payment of customs duties, and other charges associated with delivery, including but not limited to, dockage, demurrage, unloading, warehousing, etc.
Goods imported by COMPASS and shipped directly to Buyer from outside the United States to Buyer within the United States, are not covered by Section 7 hereof.
8. **Claims.** All claims relating to quantity, quality, weight, or condition of a product shipment shall be waived by Buyer unless presented to COMPASS within ten (10) days of receipt of such product by Buyer.
9. **Buyer Breach or Failure to Take.** Failure of Buyer (a) to pay any invoice in accordance with the terms of this contract, or (b) to purchase quantities indicated herein, shall constitute a breach of the whole contract permitting COMPASS to cancel this contract or suspend deliveries until such breach is cured. Written notice of any such cancellation or suspension shall be given to Buyer, and Buyer may cure the breach by making payment within fifteen (15) days after the notice is sent. COMPASS's election to suspend deliveries shall not preclude it from subsequently canceling the contract.
10. **Force Majeure; Allocation.** Failure of COMPASS to make, or of Buyer to take, any one or more deliveries (or portions thereof) when due, if occasioned by act of God or the public enemy, fire, explosion, perils of the sea, war, riots, sabotage, accident, embargo, government priority, requisition or allocation, or other action of any governmental authority, or any circumstance of like or different character beyond the reasonable

control of the party so failing, or by interruption of or delay in transportation, shortage or failure to supply of materials or equipment, labor trouble, or by compliance with any order or regulation of any governmental authority, shall not subject said party to any liability to the other; provided, however, that Buyer shall be liable to COMPASS for transportation charges occasioned by failure to notify COMPASS before shipment is made of Buyer's inability to take delivery. At the option of either party the total quantity to be delivered shall be reduced by the quantity of the delivery or deliveries (or portions thereof) thus omitted. In the event of inability to obtain on terms deemed by COMPASS to be practicable any raw material (including energy source) used in making the product, quantities of product so affected shall be eliminated from the contract without liability, but the contract shall otherwise remain unaffected. If the price (or a proposed price change), transportation term, or term of payment hereunder is modified by any law, governmental decree, or regulation, COMPASS may cancel this contract upon thirty (30) days written notice. COMPASS may, during any period of shortage, allocate its supply of such raw material among its various uses thereof (e.g., manufacturing and sales) in such manner as COMPASS deems practicable and allocate its supply of product among the various uses therefore in any manner which, in the opinion of the COMPASS, is fair and reasonable.

11. **Warranty.** COMPASS warrants that the product supplied hereunder shall conform to the description stated herein, that it will convey good title thereto, and that such product shall be delivered free from any lawful security interest or lien or encumbrance. COMPASS MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, NOR IS THERE ANY OTHER EXPRESS OR IMPLIED WARRANTY.
12. **Buyer's Use of Product.** COMPASS shall not be liable to Buyer for any damages resulting from the use of the product by Buyer or others, and Buyer will indemnify and save harmless COMPASS from any and all claims arising from the use of the product by Buyer or others.
13. **COMPASS's Liability.** In no event shall COMPASS be liable for any incidental or consequential damages, whether or not arising out of COMPASS's negligence. COMPASS's liability and Buyer's exclusive remedy for any cause of action arising out of this contract, including COMPASS's negligence, is expressly limited, at Buyer's option, to replacement of, or payment of the purchase price for, the product with the respect to which damages are claimed. All claims of whatsoever nature except those set out in Section 9 hereof shall be deemed waived unless made in writing within (30) days of Buyer's receipt of the product.
14. **Entire Agreement.** Any modification hereof, or any different or additional terms that may be embodied in Buyer's purchase order, acceptance or any other document responding to this offer are hereby objected to. BY REQUESTING SHIPMENT OF THE ABOVE GOODS OR BY ORDERING SAID GOODS, BUYER AGREES TO THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN.
15. **Contract.** This contract: (1) shall not be binding upon COMPASS unless and until it is approved by an officer or a sales manager of COMPASS's chemical business; (2) shall be regarded and construed for all purposes as being a Georgia contract subject to the laws of the State of Georgia; (3) shall be enforceable against the heirs, administrators, executors, successors, and assigns of the respective parties hereto; (4) shall not be assignable without the written consent of the other party, (5) constitutes the entire agreement between the parties hereto, there being no understandings, representations, warranties, or stipulations of any kind expressed or implied, not set forth herein.