



**Sasol Chemicals North America LLC  
STANDARD TERMS & 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 Seller's 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 ACCEPTANCE OF SELLER'S STANDARD TERMS AND CONDITIONS. NO SEPARATE OR CONFLICTING TERMS AND CONDITIONS WILL APPLY TO ANY SALE TRANSACTION UNLESS SELLER AND BUYER HAVE ENTERED INTO A SIGNED WRITTEN PRODUCT SALES AGREEMENT, THE TERMS OF WHICH TAKE PRECEDENCE OVER THESE TERMS AND CONDITIONS**

**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. 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 suspend deliveries until all indebtedness is paid in full in a manner satisfactory to Seller, and/or place Buyer on a cash-in-advance 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.
- 1.4. No payment shall be deemed to have been received until the Seller has received cleared funds.
- 1.5. Buyer shall make all payments due without any deduction whether by way of set-off, counterclaim, discount, abatement, or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by Seller to Buyer.
- 1.6. Any preexisting obligation of Buyer to make payment for Product delivered hereunder shall survive fulfillment of this Sales Order.
- 1.7. Buyer creditworthiness: On a periodic basis or upon request, Seller may request Buyer to furnish its most recent, preferably audited, annual or quarterly financial statements to include a consolidated balance sheet, income statement, cash flow statement, auditor's opinion and management discussion notes. This information will be used to determine Buyer's creditworthiness for payment terms. Payment terms may be modified at Seller's sole discretion, based on a determination of financial wherewithal by Seller.

**2. SHIPMENTS AND DELIVERY:**

- 2.1. Product will only be shipped by Seller on the basis of a purchase order submitted by Buyer, and provided Seller confirms its intention to fulfill such purchase order.
- 2.2. Delivery of product within North America shall take place at a point specified by Buyer (the "Buyer's Delivery Point"). Delivery of product outside of North America shall take place at a port specified by Buyer (the "Buyer's Delivery Port").
- 2.3. Product shipped within North America will be sold on a DAP (Buyers Delivery Point) basis (INCOTERMS 2010). Product shipped outside of North America will be sold on a CIF (Buyer's Delivery Port) basis (INCOTERMS 2010).
- 2.4. Any dates provided by Seller for shipment of Product are intended to be an estimate, and time of shipment shall not be made of the essence by notice. If no dates are provided, shipment will be made as soon as if practically possible after the Buyer's requested shipment date.
- 2.5. Seller shall not be liable for any loss (including loss of profit), costs, damages, charges, or expenses caused directly or indirectly by any delay in the delivery of Product (even if caused by the Seller's negligence), nor shall any delay entitle Buyer to terminate the Sales Order unless such delay exceeds 180 days.
- 2.6. If, for any reason, Buyer does not accept delivery of Product when it is ready for delivery, or the Seller is unable to deliver Product on time because the Buyer has not provided appropriate instructions, documents, licenses, or authorizations:
  - 2.6.1. Product shall be deemed to have been delivered; and
  - 2.6.2. risk of loss of Product shall pass to the Buyer (including for loss or damage caused by the Seller's negligence); and
  - 2.6.3. Seller may store Product until delivery is affected, whereupon the Buyer shall be liable for all related costs and expenses (including without limitation storage and insurance).
- 2.7. Each railcar or other conveyance in which Seller ships goods to Buyer's Delivery Point is subject to the following provisions from the time it is delivered by a railroad or other carrier to Buyer's Delivery Point until it is redelivered by Buyer to a railroad or other carrier in accordance with Seller's routing instructions:
  - 2.7.1. A railcar will be deemed in Buyer's possession from the time the railcar constructively or actually arrives at Buyer's Delivery Point, whichever is first.
  - 2.7.2. Upon actual or constructive arrival at Buyer's Delivery Point, whichever is first, Buyer agrees to unload the railcars used to transport the goods as soon as reasonably possible; provided, however, upon the expiration of fourteen (14) days from the date of actual or constructive arrival at Buyer's Delivery Point, whichever is first, holding charges will commence and Buyer will be liable for a holding charge of one hundred dollars (\$100.00) per day per railcar for each full or fractional day thereafter (the "Holding Charge").
  - 2.7.3. Seller may, upon thirty (30) days written notice to Buyer, increase the Holding Charge.
  - 2.7.4. Buyer will return all railcars in the same condition as when received, excluding ordinary wear and tear; provided, however, if a railcar arrives at Buyer's designated delivery point in damaged condition, Buyer will immediately notify the local railroad agent of such damage and will also make an immediate report thereof to Seller.
  - 2.7.5. Repairs to any damaged railcar will be made only at the express direction of Seller.
  - 2.7.6. Buyer will use each railcar only for the storage of Product at Buyer's Delivery Point.
  - 2.7.7. Buyer will unload and return any railcar or other conveyance to the railroad or other carrier within the tariff or contracted period free of demurrage and/or detention charges; Buyer will indemnify Seller from and against all losses, liabilities, damages and claims, including, but not limited to, demurrage and/or detention charges, resulting from the use of railcars except to the extent caused by the negligence of Seller.
  - 2.7.8. As soon as each railcar is unloaded, Buyer will surrender possession of the railcar, and, unless otherwise directed by Seller, will return such railcar to Seller at a point of shipment in accordance with routing instructions issued by Seller on the Bill of Lading or otherwise.
  - 2.7.9. Buyer will cause no liens of any kind, including tax liens, to be imposed on the railcars.
  - 2.7.10. Buyer will immediately notify Seller whenever personal injury occurs to Buyer or its employees or agents while a railcar is in Buyer's possession; Buyer will indemnify, defend, and save harmless Seller, its affiliates, and its and their officers, employees, and agents from and against all suits, actions, losses, damages, claims, or liability of any character, type, or description, including, without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorneys' fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, Buyer's use of the railcars, except to the extent caused by the negligence of Seller.

**3. TITLE TO PRODUCT:**

- 3.1. Title to product delivered hereunder shall pass at the following applicable points:
  - 3.1.1. For Product shipped within North America, when product exits the gates of the Seller's facility or storage location at Seller's shipping point.
  - 3.1.2. For Product shipped outside of North America, when Product crosses the ships rail at Buyer's Delivery Port.

**4. PRICE NOTIFICATION:**

The price for Product delivered shall be the price stipulated on the Seller's order confirmation to Buyer.

**5. MEASUREMENTS:**

Seller's determination of weights and measures as reflected on Seller's Certificate of Analysis and Bill of Lading, unless proven to be erroneous, shall be accepted as conclusive evidence of the quantity and quality of Product delivered. Seller's laboratory analysis and methods will be made in accordance with the latest standards or guidelines published by ASTM or other industry standard methods. Bulk railcar weight discrepancies of less than one percent (1%) are within industry standard and not subject to adjustment.

**6. 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 hereunder. 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 not 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. Seller's ability to supply Product is dependent on availability of necessary raw materials and products from usual and anticipated suppliers and continued availability of energy supplies. In the event that such raw materials, product, or energy supplies are not readily available in sufficient quantities to permit Seller to meet its total commitments for Product, Seller shall have the right to allocate in a fair and reasonable manner among its customers and Seller's own requirements such Product as is available. Buyer and Seller further agree that at the conclusion of any force majeure event, neither Buyer nor Seller shall have any obligation to each other with respect to any quantities of Product not delivered as a consequence of such force majeure event.

**7. 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. SELLER MAKES NO EXPRESS OR IMPLIED GUARANTY OR WARRANTY, STATUTORY OR OTHERWISE, CONCERNING ANY PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF MERCHANTABILITY, OR ANY WARRANTY AS TO QUALITY OR CORRESPONDENCE WITH ANY DESCRIPTION OR SAMPLE, SELLER DOES NOT WARRANT AGAINST ANY CLAIM OF INFRINGEMENT OF ANY PATENT BASED ON (A) ANY COMBINATION OF ANY PRODUCT WITH OTHER MATERIALS OR (B) THE USE OF ANY PRODUCT IN THE OPERATION OF ANY PROCESS.** Buyer assumes all risk and responsibility for handling the Product after delivery by Seller, for the results obtained by the use of the Product in manufacturing processes or otherwise, and for the results obtained by the use of said Product in combination with other substances, irrespective of the whether such use or any handling of said Product is in accordance with any description, advice, or suggestion of Seller.

**8. CLAIMS:**

All claims of Buyer with respect to the quality or quantity of Product sold and delivered shall be deemed waived and forever barred, unless Buyer notifies Seller of the nature and details of the claim in writing within thirty (30) days after receipt of shipment by Buyer or, in the case of a defect not reasonably discoverable in that time, within thirty (30) days after discovery. Any such claim which is not asserted as a claim, counterclaim, defense, or set-off in a judicial proceeding instituted within two (2) years after the cause of action arises shall be forever waived, barred, and released.

**9. 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 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. In compliance with the March 2012 Hazard Communication Standard issued by the U.S. Occupational Safety and Health Administration, Sasol Chemicals North America, LLC shall provide a packaging label to the Buyer's shipping location for the first shipment of certain Polymers materials that do not present a combustible dust hazard in the form as shipped. Polymer materials that present a combustible dust hazard in shipped form will have a warning label applied to each package.

**10. LIMITATION OF LIABILITY:**

Buyer's exclusive remedy for any and all losses or damages resulting from the sale of Product, 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. Seller may at its option and cost, authorize the return of Product for which Seller has provided Buyer with a credit note or replacement in kind 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. Product sold shall be intended for Buyer's sole use and shall not be used in any of the following without prior written approval by Seller for each specific product and application: U.S. FDA Class II Medical Devices; Health Canada Class II or Class III Medical Devices; European Union Class I Medical Devices; film, overwrap and/or product packaging that is considered a part or component of one of the aforementioned medical devices; packaging in direct contact with a pharmaceutical active ingredient and/or dosage form that is intended for inhalation, injection, intravenous administration, nasal spray or ophthalmic (eye) administration; and tobacco related products and applications. Buyer further warrants that Product will not, directly or indirectly, be used in any of the following applications: U.S. FDA Class III Medical Devices; Health Canada Class IV Medical Devices; applications involving permanent implantation into the body; life-sustaining medical applications; lead, asbestos or MTBE related applications. Buyer will indemnify Seller from and against any and all claims (including claims by third parties), liability or expense, including without limitation, all reasonable court costs and attorneys' fees resulting from breach by Buyer of this section.

**11. TECHNICAL ASSISTANCE:**

At Buyer's request, and in an effort to assist Buyer, Seller may provide Buyer or its customers with technical assistance, data relating to Product or other pertinent information as it relates to Product. Any technical advice, assistance, testing or reports furnished by Seller to Buyer or its customers for any reason, including, but not limited to (i) the selection, processing or use of the Product delivered to Buyer, (ii) the storing, handling or usage of Product, or (iii) any other results or findings resulting from Seller's review of Buyer's facilities or operations (collectively, the "Technical Assistance") will be given and accepted at Buyer's sole risk, and Seller will have no liability whatsoever for the use of, or results obtained from, the Technical Assistance. Buyer agrees that Seller, officers, directors, employees, representatives and insurers will not be liable or responsible for any aspects of the Technical Assistance, including, but not limited to, the preparation and delivery thereof. Buyer hereby agrees to indemnify Seller, agents, officers, directors, employees, representatives and insurers from and against any and all loss, claims, damage or liability arising from whatever cause under whatever circumstances resulting from demands, claims, suits, or actions with regard to any action relating to the preparation, delivery or receipt of Technical Assistance by it or its customers and representatives. The indemnity provided will include, but not be limited to court costs, attorney's fees, cost of investigation, cost of defense, settlements, and judgments associated with such demands, claims, suits or actions. The provision of Technical Assistance by Seller does not relieve Buyer of, or modify in any way, Buyer's obligations with respect to compliance with such laws and regulations.

**12. INDEMNIFICATION:**

- 12.1. 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 (i) any breach or misrepresentation by Buyer, (ii) products that conform to the specifications established hereunder, or (iii) 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.
- 12.2. 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 (i) any breach or misrepresentation by Seller, (ii) products that do not conform to the specifications established hereunder, or (iii) 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.
- 12.3. 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, whether based in contract, negligence, strict liability, or otherwise caused or resulting in whole or in part from any accidents, incidents, releases, spills, environmental damage, explosions, fires, or any other claims involving product after delivery to Buyer.

**13. 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.

**14. GOVERNING LAW:**

This Sales Order (including Standard Terms & 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

**15. ALTERNATIVE DISPUTE RESOLUTION:**

Any dispute between Buyer and Seller which cannot be settled amicably within sixty (60) 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.

**16. ASSIGNMENT:**

This Sales Order (Including Standard Terms and Conditions) shall be binding upon and inure to the benefit of the parties hereto and their respective assigns. This Sales Order (Including Standard Terms and Conditions), 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 Sales Order (Including Standard Terms and Conditions) by Seller to any of its affiliates. In the event that Seller transfers or assigns its rights and obligations under this Sales Order (Including Standard Terms and Conditions) and no consent is required, Seller shall notify Buyer of same.

**17. 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.