

**KH CHEMICALS NA INC.
TERMS AND CONDITIONS OF PURCHASE**

1. **Definitions**

The following definitions shall apply in these Terms and Conditions of Purchase:

"Confirmation" means Seller's written confirmation or acknowledgement of an Order.

"Incoterms 2010" means the latest version of the International Commercial Terms published by the Internal Chamber of Commerce.

"Invoice" has the meaning set forth in Section 2(e) hereof.

"Order" means these Terms and Conditions of Purchase.

"Product" means the product or products that is/are the subject of this Order.

"Purchaser" means KH Chemicals NA Inc., a Delaware corporation.

"Seller" means the person or entity to which this Order is addressed.

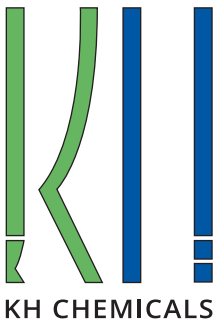
Each of Seller and Purchaser may be referred to individually as a "Party," and collectively as the "Parties."

2. **Contractual Relationship; Product Pricing; Invoicing**

(a) This Order is an offer to purchase made by Purchaser to Seller. Seller's shipment of Product, performance of described services, or issuance of a Confirmation shall be deemed an acceptance of this Order. This Order expressly limits acceptance to the terms set forth herein. No terms stated by Seller in accepting this Order or otherwise shall be binding upon Purchaser if inconsistent with or in addition to, the terms stated herein unless accepted in a writing signed by Purchaser, and Purchaser hereby objects to and rejects any such different, conflicting or additional terms proposed by Seller. No conduct, act, failure to act, silence, oral agreement or other understanding on the part of Purchaser, including Purchaser's acceptance of Product or services or its use or operation of Product, shall in any way modify or change the terms found herein, or be construed as an acceptance by Purchaser of any additional or inconsistent terms supplied by Seller. If however, a written contract is already in existence between Purchase and Seller covering the purchase of Product covered hereby, the terms and conditions of such contract shall prevail to the extent that the same may be inconsistent with or in addition to this Order.

(b) If no price is stated herein, the Product or services shall be billed at the price last quoted by Seller, last paid by Purchaser to Seller or the prevailing market price for a like kind and quantity of the Product, whichever is lowest. Any transportation cost included in the price will not exceed actual costs paid by Seller for such transportation, net of all discounts, and Seller shall be liable or accountable for any amount in excess of such actual cost of transportation. The specific type, quality and quantity of Product must be delivered in full and cannot be changed without Purchaser's prior written consent.





(c) Any price stated on this Order includes all taxes and other governmental charges not specifically imposed by law on Purchaser, and Seller shall indemnify, defend and hold harmless Purchaser from and against, and reimburse it for, any cost (including reasonable attorneys' and accountants' fees), and expenditures it may be required to make on account of Seller's failure to pay such taxes and charges. Purchaser shall be responsible for providing Seller with the necessary resale certificates or other documentation in order to avoid the imposition of sales taxes for the transactions contemplated by this Order, to the extent permitted by applicable law.

(d) Seller shall pay all packaging, packing, unitization, and crating charges unless otherwise specified herein.

(e) Seller's invoice for Product shipped pursuant to this Order (each, an "Invoice") must agree in all details with terms of this Order. Each Invoice shall include the following information: (a) description of the Product; (b) Order number; (c) quantity of Product sold; (d) purchase price payable for Product; and (e) any applicable sales taxes or other charges that Seller is required by law to collect. If Purchaser does not accept an Invoice due to inaccuracy or incompleteness, the payment due date will be calculated based on the receipt date of a corrected Invoice or of the Product or services, whichever is later. Purchaser reserves the right to pay the lower of the price on this Order or as shown on the Invoice relating to this Order.

3. **Warranty**

ALL PRODUCT SOLD HEREUNDER SHALL STRICTLY CONFORM TO THE DESCRIPTION AND SPECIFICATIONS SET FORTH IN THIS ORDER, BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AND OF MERCHANTABILITY QUALITY, AND BE SUITABLE FOR PURCHASER'S INTENDED USE AND PURPOSE TO THE EXTENT THAT SUCH USE AND PURPOSE ARE KNOWN OR REASONABLY SHOULD BE KNOWN TO SELLER.

4. **Representations and Warranties**

Seller represents and warrants to Purchaser as follows:

(a) It is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation. It has the requisite corporate power and authority to perform under this Order and to carry out the transactions contemplated by this Order, and this Order constitutes a legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms. Its ability to perform under this Order and to carry out transactions contemplated by this Order do not conflict with or violate any other agreement to which it is a party or any law or regulation applicable to the transactions contemplated by this Order.

(b) It conducts its business and operations strictly in compliance with all applicable U.S. and international laws and all applicable rules and regulations, and all Product sold hereunder are in compliance with all applicable U.S. and international laws and all applicable rules and regulations.



(c) Without limiting the generality of Section 4(b)(i), all Product sold hereunder is in full compliance with all applicable sections of the Toxic Substance Control Act (15 U.S.C. 2601-2692) (as amended by the Frank R. Lautenberg Chemical Safety for the 21st Century Act). Without limiting the generality of the foregoing sentence, no Product will be manufactured, processed, imported or distributed in commerce in violation of Section 5 or 6 of such Act, a rule or order issued thereunder, or an order issued in an action brought under Sections 5 or 7 of such Act.

(d) Without limiting the generality of Section 4(b)(i), all Product sold hereunder is in full compliance with the Federal Hazardous Substance Labeling Act and the Federal Hazardous Materials Transportation Act.

(e) The selling of Product sold does not constitute unfair competition.

(f) It has all rights, title and interests required for it to sell all Product, and Purchaser's use or sale of any Product delivered hereunder shall not infringe any patent, trademark, copyright, or other intellectual property right of any third party.

(g) Without limiting the generality of Section 4(b)(i), all packaging, marking and labeling of all Product meets applicable United States Department of Transportation ("USDOT"), United States Environmental Protection Agency ("EPA") and other relevant domestic and foreign regulations. Seller is responsible for strict compliance with the Importer Security Filing (10+2) requirements as set forth in Security and Accountability For Every Port Act of 2006 ("SAFE PORT Act"), including, without limitation, providing Purchaser all information required of importers under the SAFE PORT Act not later than at the time of scheduling transportation of the Product regardless of Incoterm 2010 or other freight terms agreed upon by Purchaser and Seller.

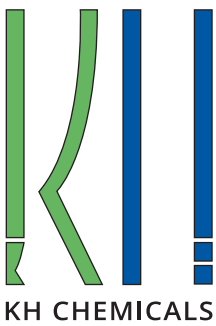
(h) Without limiting the generality of Section 4(b)(i), Seller is in compliance with all relevant laws and regulations regarding the shipment of the Product and putting the Product into commerce, including, without limitation, those of USDOT, EPA, United States Department of Homeland Security and any relevant foreign regulatory bodies. Seller shall be responsible for all costs, liabilities, losses and damages related to Seller's failure to comply with this Section, and Seller shall indemnify, defend and hold harmless Purchaser from and against the same.

(i) Without limiting the generality of Section 4(b)(i), Seller is in compliance with, and shall comply with, the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, as amended, and in that connection, has not undertaken or caused to be undertaken, and shall not undertake nor cause to be undertaken, any activity which is illegal under the laws of the U.S. or any foreign jurisdiction, including, to the extent applicable, any other similar international laws or acts which prohibit bribery or foreign corrupt practices in the jurisdiction in which the transactions contemplated by this Order are performed. It has not, directly or indirectly, offered, paid, promised to pay, or authorized the payment of anything of value and shall not, directly or indirectly, offer, pay, promise to pay, or authorize the payment of anything of value, to an employee of any government or any department, contractor, instrumentality or wholly-owned corporation thereof, or any person acting in an official

capacity for or on behalf of any such government or department, contractor, instrumentality or wholly-owned corporation thereof, or any candidate for political office in any foreign jurisdiction or to any person, while knowing or having reason to know that all or a portion of such thing of value will be offered, given or promised, directly or indirectly, to any government official for the purpose of influencing any act or decision of such official, including a decision to fail to perform his/her official functions, or inducing any such government official to do or omit to do any act in violation of the lawful duty of such official; or inducing any such government official to use his/her influence with the government or instrumentality in order to assist it in obtaining or retaining business for or with, or directing business to any person. It shall notify Purchaser immediately of any extortive solicitation, demand or other request for anything of value, by or on behalf of any government official relating to the subject matter of this Order. It agrees to maintain adequate internal controls and properly record and report all transactions under this Order and maintain accurate books and records in the English language. It shall promptly answer in reasonable detail any questionnaire or other written or oral communication from Purchaser or its internal or outside auditors, to the extent same pertains to compliance with this provision. Purchaser may terminate this Order if Seller breaches any of the representations, warranties or covenants stated above or if Purchaser learns that improper payments are being or have been made to any government official by Seller with respect to any Product provided to or services performed on behalf of Purchaser or any other entity. In the event of such termination, Seller shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into prior to termination, and Seller shall be liable for damages or remedies as provided by law. Seller shall permit Purchaser to take reasonable steps to ensure that funds provided pursuant to this Order are properly used and that there is no conflict of interest, including without limitation: (a) providing periodic Invoices stating in detail the services performed or Product provided; and (b) permitting, during the performance of this Order and for three years after final payment has been made, Purchaser's internal and external auditors access to any relevant books, documents, papers, and records of Seller involving any Product and the transactions related to this Order.

(j) It has obtained and shall maintain all authorizations, registrations, permits and licenses required by law in each jurisdiction in which the transactions contemplated by this Order are to be performed.

(k) Neither it nor any of its employees or agents working on its behalf pursuant to this Order or otherwise (i) is currently an Ineligible Person (as defined below); (ii) has been charged with a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a) or § 1320a-7(b)(1)-(3); or (iii) has been proposed for exclusion, debarment, suspension, or other ineligibility from any Federal health care program or Federal procurement or non-procurement program. If, during the performance of this Order, it has actual notice that any of its employees or agents working on its behalf and providing Product and services pursuant to this Order (i) becomes an Ineligible Person; (ii) is charged with a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a) or § 1320a-7(b)(1)-(3); or (iii) is proposed for exclusion, debarment, suspension, or other ineligibility from any Federal health care program or Federal procurement or non-procurement program, it shall immediately notify Purchaser, and Purchaser shall have the right to immediately to suspend performance of or terminate this Order. "Ineligible Person" means an individual or entity who: (i) is



currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs; or (ii) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

(l) It does not, and shall not, utilize slave, prisoner or any other form of forced or involuntary labor, including labor under threat of physical harm or penalty, and it does not, and shall not, unlawfully employ or exploit children in the workplace, to include all third-party or temporary workers.

(m) It does not, and shall not, employ or otherwise do business with any person included on the U.S. Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List in the course of the operation of its business and the conduct of its other activities.

5. Delivery and Acceptance; Risk of Loss; Title

(a) Time is of the essence in this Order, and the failure by Seller to deliver (as such term is used in Incoterms 2010] Product or services herein ordered within the time specified herein or within a reasonable time if no time is specified herein, shall, at the option of Purchaser, without liability and in addition to Purchaser's other rights and remedies, relieve Purchaser of any obligation to accept and pay for any Product or services.

(b) Title and risk in all Product shall pass to Purchaser upon delivery except as otherwise set forth herein, and all Product shall be considered to have been purchased on Ex Works basis unless otherwise provided for herein.

(c) All Product shall be sold free and clear of any liens, claims, encumbrances or other security interests, and Purchaser shall be the sole owner upon delivery and Purchaser's acceptance of delivery as provided herein.

(d) Notwithstanding any prior payment, all Product is to be shipped subject to Purchaser's inspection and right of rejection for a reasonable time after delivery if not as warranted herein, or if not in conformity with Purchaser's specifications or, if no specifications are given by Purchaser, with standard specifications. All expenses incurred by Purchaser as a result of rejections shall be for Seller's account, and Purchaser may return rejected Product at Seller's expense, and deduct the costs of any rejected Product and their return from any monies due to Seller.

(e) If Seller delivers Product or performs services at Purchaser's location, it shall comply with all applicable provisions of Federal, State and local safety laws and rules and Purchaser's safety and loss prevention standards for such location.

(f) If applicable, Seller shall provide Purchaser a copy of the current material safety data sheet ("MSDS") and any other information relating to the health safety and environmental data in connection with the applicable Product. Notwithstanding the foregoing, Seller does not give any warranty or representation as to the accuracy or completeness of any MSDS and any substance identifiers, and Seller



does not assume any responsibility for any costs, liabilities, losses and damages arising from or relating to any reliance by Purchaser on the accuracy of the MSDS and substance identifiers provided.

6. **Seller's Breach of Obligations**

(a) If Seller defaults in any of its material obligations, Purchaser may, at its discretion and without prejudice to any other right or remedy available to Purchaser (i) suspend performance of or terminate this Order; (ii) reject and return Product and/or services in whole or in part at Seller's cost within a reasonable time after delivery notwithstanding prior payment (risk in Product shall revert to Seller upon such rejection); (iii) permit Seller to repair or reinstate Product or re-perform the services so that it conforms with this Order; and/or (iv) carry out or have carried out at Seller's expense such work as is necessary to conform Product and/or services to this Order. Purchaser may postpone or cancel Seller's delivery and/or performance by written notice given to Seller at any time before delivery and/or performance, and Seller shall reimburse Purchaser for all costs and expenses reasonably incurred as a result of such postponement or cancellation that cannot be otherwise mitigated by Seller using reasonable commercial efforts. Purchaser may set off any amount Seller owes Purchaser against amounts payable under this Order.

(b) Without limiting the generality of Section 6(a), in the event of (i) Seller's insolvency, reorganization, debt arrangement, assignment for the benefit of creditors or any other granting of relief from creditors or (ii) the institution of dissolution, liquidation or bankruptcy proceedings by or against Seller, Purchaser may terminate this Order effective immediately upon written notice to Seller.

7. **Indemnity**

(a) Except to the extent caused by Purchaser's gross negligence, willful misconduct or violation of law, Seller shall defend, indemnify and hold harmless Purchaser and its shareholders, directors, officers, employees, agents, and representatives, and the successors and assigns of each of the foregoing, from and against any and all demands, liability, claims, suits, actions, causes-of-action, fines, judgments, damages, losses, and costs, including reasonable attorneys' fees and expenses, whether direct or indirect, including, without limitation, for injury to persons, and damage to property, brought by any third-party resulting from or relating to (a) any breach of any representation, warranty or covenant made by Seller; (b) the failure of Seller to comply with the terms hereof or any obligation of Seller hereunder; and/or (c) Seller's negligence, willful misconduct or violation of law. This general indemnity is in addition to and shall not act to limit or waive any more specific indemnity provisions found elsewhere herein.

(b) Any indemnifiable obligation pursuant to this Order is subject to Purchaser providing Seller with prompt written notice of the claim; *provided, however,* failure by Purchaser to promptly notify Seller after receiving notice of a claim shall not relieve Seller of its indemnification obligations hereunder if any delay in notifying Seller does not materially prejudice Seller's rights to defend the claim. Seller shall promptly assume the defense of the claim at its own expense, and shall pay all costs associated with the defense of the claim, including attorneys' fees and the amount of any settlement reached, which shall be approved by both Parties, or final judgment awarded against Purchaser. Seller may elect to control such defense including any settlement discussions or agreement. Notwithstanding the foregoing, Purchaser may participate with counsel of its own choosing, and at its own expense, in the defense of any matter subject to indemnification

pursuant to this Order, and in any settlement discussions, and Purchaser shall have the right to approve any settlement agreement purporting to bind Purchaser to non-financial obligations; *provided, however,* such approval shall not be unreasonably withheld.

8. Limitation of Liability

IN NO EVENT SHALL PURCHASER BE LIABLE TO SELLER FOR ANTICIPATED PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THIS ORDER AND THE PERFORMANCE OR BREACH THEREOF, OR FOR ANY CHARGES, PENALTIES OR EXPENSES OF ANY NATURE INCURRED WITHOUT PURCHASER'S WRITTEN CONSENT, EVEN IF PURCHASER HAS BEEN NEGLIGENT, WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY. PURCHASER'S LIABILITY WITH RESPECT TO ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RESULTING FROM THIS ORDER OR FROM THE PERFORMANCE OR BREACH THEREOF, SHALL IN NO CASE EXCEED THE PRICE PAID BY PURCHASER ALLOCABLE TO THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM.

9. Remedies

The rights, powers and remedies available to each Party under this Order are cumulative and not exclusive of any other right, power or remedy which such Party may otherwise have. No failure or delay on the part of either Party in exercising any right, power or remedy available to it under this Order and no course of dealing between the Parties shall operate as a waiver by the either Party of any such right, power or remedy, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy under this Order. Except as required by this Order, no notice or demand provided by a Party to the other Party shall entitle the receiving Party to any other or future notice or demand in similar or other circumstances or constitute a waiver of the right of the demanding Party to take any other or future action in any such circumstances without notice or demand.

10. Confidentiality; Non-Disclosure

(a) Any information or materials provided to Seller by, or on behalf of, Purchaser in connection with this Order, whether prior to or after the date of this Order, shall remain the sole property of Purchaser, and Seller may use such information and materials solely in connection with this Order. Seller acknowledges that all such information is confidential and proprietary to Purchaser, and Seller agrees not to disclose or use such information for any other purpose, including, without limitation, any information acquired from or on behalf of Purchaser concerning Purchaser's business and affairs, its intellectual property and other proprietary or sensitive information, its business and marketing plans, and third-party confidential information, whether orally or written, electronic or other form or media. Seller shall utilize the same practices and procedures it utilizes in regard to safeguarding its own confidential and proprietary information to protect Purchaser's information and in no event shall Seller employ less than reasonable industry standards and practices. Seller shall maintain all materials in good order and condition subject to fair wear and tear and shall dispose of or return such materials as Purchaser directs.

(b) Except as is provided for herein, Seller shall not (i) be entitled to, or hold any rights, whether express or implied, to use or display the trademarks, trade names, service marks, logos or other intellectual property of Purchaser in any manner or medium without the express prior written consent of Purchaser, and then only in the manner and medium specifically permitted, or (ii) advertise or publish that it has either contracted to sell or has sold to Purchaser the Product set forth in this Order without Purchaser's express prior written consent.

11. **Governing Law**

This Order shall be governed solely by the laws of the State of New York, USA, and applicable United States Federal law without reference to principles of conflicts of law. The Parties hereby waive all provisions of the United Nations Convention for the International Sale of Goods.

12. **Venue and Jurisdiction**

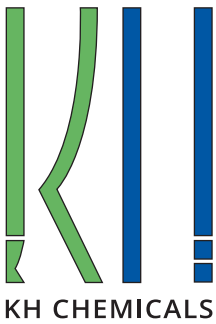
Any claim or controversy, arising directly, indirectly or otherwise, to enforce any right, assert any claim, or obtain any relief whatsoever in connection with, out of, or from this Order and the transactions contemplated hereunder shall be litigated exclusively in the United States District Court for the Southern District of New York or a New York State court sitting in New York County (Manhattan) and any appellate court with jurisdiction over appeals therefrom, so long as one of such courts shall have subject-matter jurisdiction over such claim or controversy. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of such courts and waive, to the fullest extent permitted by law, any objection that they may now or hereafter have with respect to venue or inconvenient forum. The Parties further agree to waive their rights to a trial by jury to the fullest extent allowed under applicable law. The Parties shall attempt in good faith to resolve any controversy promptly by negotiations between executives of the Parties (if appropriate, with their respective counsel) prior to commencing any litigation. The prevailing Party in any such litigation shall be entitled to an award of reasonable attorney's fees.

13. **Force Majeure**

Failure of Seller to make, or of Purchaser to take, one or more deliveries of Product or performance of services hereunder, if occasioned by acts of God, fire, explosion, wars, revolutions, civil disturbances or other disorders, strikes, ordinances, laws or governmental action, or any other circumstances beyond the control of the Parties, shall not subject the Party so failing to any liability to the other Party, but, at Purchaser's option the total quantity of Product or services covered by this Order may be reduced by the extent of delivery or performance omitted as a result of such contingencies. If an Event of Force Majeure continues for a period of more than thirty (30) consecutive days, then either Party may terminate this Order without any further obligation to the other Party.

14. **General Provisions**

(a) **Notices.** All notices and other communications to be given under this Order shall be in writing and given by recognized international courier service (i.e. Federal Express), to the address specified in this Order or to such other address at which each Party may in advance advise the other in writing. Such notice shall be deemed given as of two (2) business days after being deposited with an overnight delivery service. Each Party hereby waives all rights under the Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents.



(b) Relationship of Parties. Seller shall provide all Product as an independent contractor. Nothing contained in this Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, fiduciary or similar relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever, and neither Party shall be a guarantor of the other Party's debts or obligations.

(c) Entire Agreement; Amendment. This Order contains the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersedes all prior negotiations, agreements, representations, drafts and communications, written or oral, of any kind and nature between them. This Order may not be amended or modified except in writing signed by both Parties.

(d) Binding Effect; Successors and Assigns. This Order is binding upon, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns.

(e) Assignment. Neither this Order nor any right or obligation of Seller hereunder may be assigned by Seller without the express written consent of Purchaser.

(f) No Third-Party Beneficiaries. This Order is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing herein expressed or implied shall give or be construed to give to any other person, any legal or equitable right, benefit or remedy under or by reason of this Order.

(g) Waiver. Any waiver of any breach of any provision of this Order by either Party shall not be considered to be a waiver of any subsequent or continuing breach of that provision unless expressly agreed otherwise by the Parties in writing, and no such waiver of any breach of any provision of this Order shall release, discharge or prejudice the right of the waiving Party to require strict performance by the other Party of any other of the provisions of this Order.

(h) Severability. If any term or provision of this Order shall to any extent be found to be invalid or unenforceable by a trier-of-fact of proper jurisdiction, the remaining provisions of this Order shall not be affected thereby, and each provision of this Order shall be valid and enforceable to the maximum extent permitted by applicable law.

(i) Rule of Construction. This Order shall not be read for or against either Party by reason of presumption of preparation or preparation by such Party.

(j) Headings; Defined Terms. The subject headings of the Sections and sub-paragraphs contained in this Order and the words used to denote defined terms are included for the purposes of convenience only and shall not affect the interpretation of any of its provisions.

March __, 2018

