

TERMS AND CONDITIONS

- 1. APPLICABLE CONDITIONS:** The terms and conditions set forth below constitute the complete and exclusive agreement of Seller and Buyer concerning the sale of goods or provision of services covered by the contract pursuant to which this document is issued. Except to the extent referenced in this document or in a contract pursuant to which this document is issued, no other terms or conditions whatsoever shall be controlling.
- 2. MODIFICATION:** Neither party shall claim any modification, limitation or release from any of the terms or conditions contained herein except by written agreement to that effect signed by Seller and Buyer. No modification of, addition to, or deletion from the terms and conditions contained herein shall be affected by the acknowledgment or acceptance by Seller of any purchase order, acknowledgment, confirmation, release or other form submitted by Buyer containing other or different terms and conditions, and Seller specifically rejects all such other or different terms and conditions. Buyer's acceptance of delivery of the goods covered by this document shall constitute Buyer's assent to the terms and conditions contained herein, regardless of any statement to the contrary contained in any purchase order, acknowledgment, confirmation, release or other form submitted by Buyer.
- 3. WEIGHTS:** Seller's certified weights shall govern.
- 4. DELIVERIES:** Except as set forth in the contract pursuant to which this document is issued, Buyer shall take deliveries of goods in approximately equal quarterly quantities. Listed delivery dates are approximate. Buyer will, at Seller's request, in good faith participate in product stewardship efforts regarding the goods, including, as applicable, participation in Seller's VECAP (Voluntary Emissions Control Action Program for brominated flame retardants) and similar product stewardship efforts. Except as otherwise set forth in the contract pursuant to which this document is issued, all delivery terms (e.g., CFR, EXW, etc.) shall have the meanings set forth therein for INCOTERMS 2010.
- 5. PRICE, PAYMENT AND SECURITY:** Except as set forth in the contract pursuant to which this document is issued, Seller may at any time upon notice change the price payable for the goods or modify delivery terms or terms of payment and such modified price, delivery terms or terms of payment shall apply for all shipments of goods after the effective date of such change or modification. If Seller is prevented by law or other governmental restriction from increasing its price or from continuing any price already in effect, Seller may terminate the contract pursuant to which this document is issued by written notice to Buyer. Payment shall be as provided in the contract pursuant to which this document is issued. If payment is not made as provided herein, or if Buyer's financial responsibility becomes unsatisfactory to Seller, Seller may, at its option: (a) elect to withhold future deliveries of goods to Buyer until such breach has been cured or Buyer's financial responsibility has been established to Seller's satisfaction; (b) require payment in advance as to future deliveries; or (c) demand return from Buyer of any goods for which payment has not been made. If deliveries of goods are to be made in installments, the purchase price of each installment shall, at Seller's option, be recoverable as a separate sale. The remedies contained in this paragraph are cumulative and shall be in addition to any other remedies available to Seller under contract or applicable law. Unless otherwise agreed in writing, payment is due 30 days after date of invoice. Unless otherwise stated in this document, or in the contract pursuant to which this document is issued, Buyer agrees to pay Seller interest at the rate of 1.5% per month (or such lesser percentage as is the maximum rate allowable under applicable law) on any delinquent invoices. Seller retains a security interest in goods sold until paid.
- 6. TRANSPORTATION CHARGES AND TAXES:** Unless otherwise agreed in writing, in addition to the price payable for the goods, Buyer shall pay or shall promptly reimburse Seller for all transportation or freight costs and for all sales, use, VAT, GST, or excise taxes, assessments, or other charges attributable to the sale, use, shipment, transportation or delivery of the goods.
- 7. CONTAINERS:** Except as otherwise agreed in writing, all returnable containers shall remain the property of Seller and shall be returned by Buyer to Seller at Buyer's expense, freight prepaid, to Seller's shipping point no later than sixty (60) days from the date the goods are placed with the carrier for shipment to Buyer. Buyer shall not use Seller's returnable containers for any purpose other than the reasonable storage of the goods originally delivered therein. Buyer assumes all responsibility for and all liability arising out of damage to or destruction of Seller's returnable containers from the time of Seller's tender to carrier at Seller's shipping point to the time of their return to Seller's shipping point, reasonable wear excepted. In addition to any rights available to Seller under contract or applicable law, Seller reserves the right to refuse further shipments to Buyer of goods and returnable containers if Buyer fails to comply with the terms of this paragraph 8.
- 8. INDEMNITY:** Buyer shall indemnify, defend and hold Seller and its directors, officers, employees, agents, suppliers, parents, affiliates, subsidiaries, successors and assigns harmless from any and all fines, penalties, suits, actions, claims, liabilities, judgments, costs and expenses (including attorneys' fees) resulting or arising from (a) Buyer's negligence, (b) Buyer's use, sale, handling, storage, or disposal of the goods or any product or waste derived therefrom; (c) Buyer's discharge or release of the goods or any product or waste derived therefrom into water, onto land or into the air, (d) Buyer's exposing any person (including Buyer's employees) to the goods or any product or waste derived therefrom, including failure to warn of such exposure, or (e) the transportation of the goods to Buyer after tender of the goods by Seller to the carrier at Seller's shipping point. The foregoing shall apply, without limitation, to injury to person (including death) or damage or harm to property or the environment. This indemnity shall not apply to any fine, penalty, suit, action, claim, liability, judgment, cost or expense caused by Seller's sole negligence or willful misconduct, but shall apply where there is concurrent negligence or willful misconduct on the party of Seller and Buyer.
- 9. WARRANTIES:** All recommendations or statements about the goods by Seller, including statements concerning substances present or not present in the goods, or anticipated performance of the goods, are based upon Seller's research and experience and are believed to be reliable, but such recommendations or statements shall not constitute a warranty, and no employee, agent or representative of Seller is authorized to give any such warranty. Buyer must determine for itself, by tests or otherwise, the suitability of the goods for Buyer's purpose. Seller warrants only that the goods shall conform to the description given in this document or in the contract pursuant to which this document is issued, or in the absence thereof, to Seller's standard specifications for the goods, that Seller will convey good title thereto, and that such goods shall be delivered free from any lawful security interest or encumbrance unknown to Buyer. **SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER MAKES NO WARRANTY THAT THE GOODS ARE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE.**
- 10. PATENTS:** Seller warrants that the goods, except as specifically made for Buyer according to Buyer's design, do not infringe any valid United States or EU patent. Buyer agrees that it shall promptly notify Seller of any claim or suit alleging patent infringement, shall permit Seller to control the defense or compromise of such claim or suit, and shall provide Seller with all necessary information, authority and assistance. **SELLER DOES NOT WARRANT THAT BUYER'S PARTICULAR USE OF THE GOODS IN ANY PROCESS OR IN COMBINATION WITH ANY OTHER MATERIALS NOT SUPPLIED BY SELLER WILL NOT INFRINGE A PATENT.** Seller's instructions and recommendations are not intended to suggest operations that would infringe any patents, and Seller assumes no responsibility for any such infringement. Seller may, without breach of these terms and without liability to Buyer, decline to continue deliveries of any goods where the manufacture, sale or use of the goods would, in Seller's reasonable opinion, infringe any patent now or hereinafter issued.

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11. **LIABILITY AND CLAIMS: SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF BUSINESS, LOSS OF PRODUCTIVITY OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF NEGLIGENCE AND REGARDLESS OF THE LEGAL THEORY ASSERTED.** Seller's liability and Buyer's exclusive remedy for any cause of action arising out of the sale, use or non-delivery of the goods is expressly limited to, at Seller's option, replacement of non-conforming goods (FOB or FCA Seller's shipping point) or reimbursement of the purchase price for the quantity of the goods for which such damages are claimed.
12. **INSPECTION AND NOTICE.** Buyer shall inspect the goods immediately upon delivery and shall provide Seller with written notice of any and all claims with respect to the goods. Buyer's failure to give written notice of a claim within thirty (30) days from the date of delivery shall constitute a waiver by Buyer of such claim.
13. **FORCE MAJEURE:** Neither party shall be liable in any respect for failure or delay in the shipment or acceptance of the goods if hindered or prevented, directly or indirectly, by war, national emergency, inadequate transportation facilities, inability to secure materials, supplies, fuel or power, fire, flood, windstorm or other acts of God, strike, lockout or other labor dispute, order or request of any government, whether foreign, national or local, whether valid or invalid, or any other cause of like or different kind which is beyond the reasonable control of such party. Strikes, lockouts or other labor disputes involving employees of either party shall be deemed to be beyond the reasonable control of a party, and neither party will be required to accede to the demands of labor where it is not in such party's best interest to do so. Any quantity of goods so affected shall be deducted from the total quantity to be supplied by Seller and purchased by Buyer. Seller, during any period of shortage due to any of the above causes, may allocate its available supply of goods among itself and its customers on whatever basis it deems desirable.
14. **REACH:** To the extent required under the Regulation of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) 1907/2006/EC, Seller shall ensure that the goods are or will be timely pre-registered and then registered for the use(s) as identified by Buyer, provided that (i) the use(s) are identified by Buyer to Seller in writing within the timeframe specified in the REACH Regulation, (ii) Buyer provides all the information on the use and exposure of the substance needed for Seller to perform a realistic risk assessment of the substance, (iii) Seller agrees to cover such use(s) on the basis of the risk assessment made, (iv) the parties can agree on the payment of the costs associated with the specific coverage by Seller of such use(s) and (v) such use(s) represent sufficient economic interest for Seller to justify registration. Seller shall have no obligation to obtain authorization under REACH for any goods except as agreed by Seller and Buyer in writing.
15. **EXPORT CONTROL.** The goods which are the subject of this document may be subject to export or re-export restrictions pursuant to U.S. Export Administration Regulations and/or regulations of the U.S. Office of Foreign Asset Control. Buyer will not make any disposition, by way of transshipment, re-export, diversion or otherwise of the goods in violation of such regulations (as applicable).
16. **MISCELLANEOUS:** Delay or failure by a party to exercise any right shall not constitute a waiver of that or any other right or subsequent right. Except as provided in this document or in the contract pursuant to which this document is issued, sales and purchase of goods shall be governed by following laws: For shipments into North and South America, the laws of the State of New York, USA; For shipments into Europe, Middle East and Africa, the laws of England; For shipments into Asia, excluding Japan, the laws of Singapore; and for shipments into Japan, the laws of Japan. The United Nations Convention on Contracts for the International Sale of Goods shall have no applicability to the transactions contemplated hereunder. Jurisdiction and venue in any legal proceeding between Seller and Buyer will be in the courts where Seller's home office is located. Neither party shall assign the contract pursuant to which this document is issued without the prior written consent of the other, provided that Seller may assign such contract to an affiliated company controlled by Seller without such consent. Such contract shall bind and inure to the benefit of Buyer and Seller and their respective successors, heirs, representatives and permitted assigns.
17. **TRANSLATIONS AND ADDITIONAL TERMS:** Translations of these TERMS AND CONDITIONS are available in select languages other than English at <http://www.albemarle.com/Terms-And-Conditions>. To the extent local law requires adjustments to or modifications of these TERMS AND CONDITIONS, such adjustments or modifications are also listed. In the event of conflict between the English version of these terms and a translation of these terms, the English version will govern. Additional terms and conditions specific to the sale of hydroprocessing (HPC) and fluid catalytic cracking (FCC) catalysts may also be found at the web address listed above.