

SECTION 1: ACCEPTANCE OF ORDERS

All orders are subject to these General Terms and Conditions of Sale ("Terms and Conditions"), and are not binding on Kessler Chemical, Inc. ("KESSLER") unless and until accepted in writing through KESSLER's written confirmation. Subject to the provisions hereinafter, acceptance of an order by KESSLER constitutes a complete and binding contract between KESSLER and the buyer ("Buyer") identified on the written confirmation.

SECTION 2: CANCELLATION AND RETURN OF ORDERS

Buyer recognizes that KESSLER prepares and makes shipment in consideration of Buyer's purchase order, written confirmation thereof and these Terms and Conditions. KESSLER will make every reasonable effort to change or cancel an order at Buyer's request, if possible. A return of orders will be considered by KESSLER in limited cases. If Buyer's order contains goods specifically made for Buyer, returns are not accepted. Buyer must obtain written approval from KESSLER of Buyer's request to change, cancel or return an order, in accordance with these Terms and Conditions. Buyer will be responsible for applicable restocking fees, shipping costs and storage costs, if any, along with any other related costs incurred by KESSLER due to the approved order cancellation, change or return. In the event Buyer does not obtain written approval from KESSLER for a change, cancellation or return, Buyer shall be responsible to pay the full selling price for the goods in addition to the aforementioned fees and costs.

SECTION 3: NON-CONFORMING GOODS

Goods are deemed accepted unless Buyer gives KESSLER written notice of non-conforming goods and supporting documentation reasonably required by KESSLER within ten (10) days of Buyer's receipt of goods. If Buyer timely notifies KESSLER of any non-conforming goods, then KESSLER, in its sole discretion, will determine the conformance status. If the non-conformance is confirmed, the goods will be returned to KESSLER at KESSLER's sole cost and expense. Buyer will be solely responsible for all costs and expenses incurred by Buyer with respect to replacement of such non-conforming goods.

SECTION 4: DELAYS OR FAILURE IN DELIVERY

All orders are accepted subject to delays or failure in delivery caused by war, demands or requests of governmental authority, national defense, civil commotion, strike, labor trouble, fire, flood, accident, explosion, failure in production or production equipment, inability to obtain fuel, power, raw materials, or shipping capacity, actions by federal, provincial, state or local environmental agencies or other causes (collectively "contingency") beyond the reasonable control of KESSLER.

IN NO EVENT SHALL KESSLER BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ON ACCOUNT OF DELAY OR FAILURE IN DELIVERY, NOR SHALL KESSLER BE REQUIRED TO PURCHASE GOODS FROM OTHER SOURCES TO PERFORM UNDER THIS CONTRACT.

The provisions of this Section shall be effective even though the circumstance or contingency invoked by KESSLER shall have existed on the date a particular order was accepted.

SECTION 5: QUANTITY VARIATION

On any individual order for goods not stocked as a standard item, or not packed in standard packages, or on which special or custom production is involved, KESSLER reserves the right to ship and invoice for a quantity of goods which may vary up to 15 percent over or under the quantity specified on the individual purchase order and Buyer will accept delivery and pay for such revised quantities.

SECTION 6: PRICING

All prices are in U.S. dollars unless otherwise specified. All prices are as indicated in the written confirmation of Buyer's purchase order, subject to these Terms and Conditions.

If KESSLER's price, point of delivery, service allowance or terms of payment are to any extent restricted or altered by reason of federal, provincial, municipal or local governmental request, law, regulation, order or action, KESSLER shall have the right from time to time and at any time to: (a) terminate this contract by written notice to Buyer, (b) suspend deliveries for the duration of such restriction or alteration, or (c) have apply to this contract (as of the effective date of such restriction or alteration) any price, point of delivery, service allowance or terms of payment governmentally acceptable. Any delivery suspended under this section shall be without liability to KESSLER.

SECTION 7: TERMS OF PAYMENT

Terms of payment are net 30 days, unless otherwise indicated in the written confirmation of Buyer's purchase order, subject to these Terms and Conditions. Payment must be remitted in the currency specified by KESSLER in purchase order, or if not so specified, in U.S. dollars.

By submitting a purchase order, Buyer provides consent to KESSLER to obtain such credit reports or other information relating to Buyer from any credit bureau or credit reporting agency as KESSLER deems necessary for monitoring credit risk as it pertains to this agreement. If at any time Buyer's credit is unsatisfactory to KESSLER or is in any way impaired, KESSLER reserves the right, among other remedies to terminate this contract; suspend further deliveries; or, to require payment by check in advance, wire transfer or credit card.

If Buyer fails to pay the price for goods when due, KESSLER shall be entitled to recover the purchase price, interest at the rate of 1% per month (12% per annum), a late payment fee, costs of collection, incidental damages resulting from Buyer's breach and reasonable attorney's fees incurred.

Any amounts required to be paid by KESSLER as a result of payment(s) made by Buyer, including but not limited NSF checks or wire transfer transmission charges, will be immediately reimbursed by Buyer to KESSLER.

SECTION 8: TAXES

Any tax or other government charge now or hereafter levied upon the production, sale, use, or transportation of goods ordered or sold may, at KESSLER's option, be added to the purchase price.

SECTION 9: FREIGHT

Unless otherwise agreed, Buyer will select a carrier and provide KESSLER with all necessary details, including quote# and/or account# to make shipment. All shipments are FCA shipping point (as defined in the Incoterms® 2010 published by the International Chamber of Commerce) unless otherwise agreed in writing.

SECTION 10: DELIVERY AND RISK OF LOSS

KESSLER is not liable for delays after delivery to carrier, or for loss or damage to goods after acceptance by carrier. Claims against carrier must be filed by Buyer, however, KESSLER agrees to provide reasonable assistance to Buyer with respect to such claims. KESSLER reserves the right to

proceed with partial shipments of an order if the order does not specify otherwise. Unless otherwise agreed, goods shall be packaged according to KESSLER standards and practices.

After delivery to the carrier, Buyer agrees to be liable for all loss or damage to the goods, however caused, and assumes all of the obligations and risks of an absolute owner and agrees to indemnify and save harmless KESSLER from any and all loss or damage or claim for loss or damage to persons or property caused by reason of the use, possession or operation of the goods. It is understood and agreed, without prejudice to KESSLER's rights as owner of the title to and the inventory of goods hereunder, that KESSLER may assign the payments to be made hereunder to a third party.

SECTION 11: WARRANTY/LIABILITY

KESSLER warrants that the material shall conform to KESSLER's specifications applicable thereto or to such other specifications as have been agreed to by KESSLER in writing. EXCEPT AS PROVIDED EXPRESSLY OTHERWISE, KESSLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND KESSLER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. KESSLER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES. KESSLER shall not be liable to Buyer for damage to persons or property resulting from the use of said material in manufacturing processes, or in combination with other substances, or otherwise. KESSLER assumes no obligation or liability for any technical or safety advice if furnished concerning the material, the parties agreeing that unless otherwise agreed all such advice is given without charge or warranty and accepted at Buyer's risk.

SECTION 12: COMPLIANCE WITH APPLICABLE LAWS/LICENSES AND CONSENTS

Buyer agrees to comply with the provisions of any applicable federal, provincial, municipal and local laws, rules and regulations. Any such provisions which are required to be included herein shall be deemed incorporated herein by reference.

If the license or consent of any third party (including, without limitation, any governmental or other authority) is required in connection with Buyer's purchase or use of the goods, Buyer shall obtain the license or consent at its own expense and produce evidence of it to KESSLER on demand. Failure to obtain any license or consent does not entitle Buyer to withhold or delay payment of the price. Any additional expenses or charges incurred by KESSLER resulting from such failure will be paid by Buyer.

SECTION 13: WAIVER

KESSLER's waiver of any provision contained in any written confirmation and in these Terms and Conditions or KESSLER's waiver of any breach thereof shall not constitute a waiver of any other provision or of a subsequent breach.

SECTION 14: LIMITATION OF LIABILITY

A cause of action for breach of the Terms and Conditions stated herein or as to price, quantity or quality, as provided on the written confirmation, must be commenced by Buyer within 12 months from the date of Delivery.

SECTION 15: LIMITATION OF DAMAGES

In no event shall KESSLER's liability for damages, whether based on KESSLER's negligence, breach of contract, breach of warranty, strict liability or otherwise, exceed the purchase price of the particular shipment with respect to which such damages are claimed and shall not include liability for special, incidental, indirect, punitive or consequential damages.

SECTION 16: INDEMNIFICATION

Buyer agrees to indemnify, defend and hold harmless KESSLER, its officers, agents, and employees from and against any and all liability, demands, claims, suits, damages, loss, and costs and expenses (including reasonable attorney's fees) arising out of or in any way resulting with respect to the goods provided by KESSLER to Buyer.

SECTION 17: INSURANCE

Buyer shall maintain, with insurance companies authorized to do business where goods are delivered, insurance of the types and in the amounts that are reasonable and customary (or legally required).

SECTION 18: COMPLETE AGREEMENT/SEVERABILITY

The specific order, as provided in the written confirmation, and these Terms and Conditions constitute the complete agreement between KESSLER and Buyer and no additional or different term or condition stated by Buyer shall be binding unless agreed to in writing by KESSLER. No course of prior dealings and no usage of the trade shall be relevant to supplement or explain any terms used in this contract.

If any part of the Terms and Conditions is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

SECTION 19: GOVERNING LAW

Buyer's order, written confirmation thereof and these Terms and Conditions are made, executed, and delivered in Pennsylvania and any controversy arising hereunder or in relation to Buyer's order, written confirmation thereof and these Terms and Conditions shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Pennsylvania as if all parties to the contract were domiciled in the Commonwealth of Pennsylvania. Should any dispute arise between the parties, the parties agree to the exclusive jurisdiction of the Court of Common Pleas of Northampton County or the United States District Court for the Eastern District of Pennsylvania regardless of where the order may be signed.

SECTION 20: ASSIGNMENT

Buyer shall not assign the specific order without the prior written consent of KESSLER.

SECTION 21: CONFIDENTIALITY

Buyer agrees to keep confidential all proprietary information of KESSLER including, but not limited to, trade secrets, know how, processes, customer lists, research, pricing and technical data.