STANDARD TERMS AND CONDITIONS OF SALE (“TERMS”)

All orders for Product (“Product”) are subject to written acceptance by Jayhawk Fine Chemicals Corporation to sell the Product (“Seller”), and to ongoing credit approval. The complete and exclusive agreement between Buyer and Seller (“Buyer”) is contained in these Terms and in other document(s), if any, agreed to in writing by Seller and Buyer (collectively, “Contract”), and cancels and supersedes all prior agreements, understandings, negotiations and communications between Seller and Buyer. Nothing contained herein shall be construed to constitute an “Order” not specifically agreed to by Seller in writing in advance is hereby rejected, and automatically constitutes Buyer’s irrevocable acceptance of these Terms. Any performance or other action undertaken by Seller in reliance on an “Order” or Seller’s performance of obligations, as well as the rights and obligations of Seller and Buyer, shall be exclusively governed by these Terms (and, if applicable, the remainder of the Contract).

1. ACCEPTANCE; PRICE; PAYMENT: Except as stated therein, quotations are held open for thirty (30) days from the date on the quotation. Prices quoted will be firm for orders scheduled by Seller to be delivered within sixty (60) days after the quotation date; otherwise, Seller reserves the right to apply prices in effect at the time of delivery, including any surcharges applicable to the cost of production, distribution or storage of Product. Prices do not include sales, use, excise, or other similar taxes or government charges, and all such present and future taxes and charges will be paid by Buyer. If any government action, order or request prevents Seller from adjusting or continuing in effect the price stated in the Contract, Seller shall have the right to cancel the Contract with respect to all or a portion of Product deliverable thereunder, without any liability whatsoever. Each delivery of Product is a separate and independent transaction, and payment for each delivery shall be made accordingly. Payment is due thirty (30) days after invoice date. All payments are to be made in United States currency and in full, and are not subject to set-off, recoupment, abatement, counter-claim or any other adjustment. No Product order shall be cancelled except with the written consent of Seller.

2. DELIVERY: Delivery to Buyer of Product, and corresponding transfer of title and of all risk of loss exclusively to Buyer, shall occur upon Seller’s loading of Product onto the carrier at Seller’s shipping point, unless otherwise agreed to in the Contract (the “Delivery Point”). Delivery dates, if stated, are approximate and shall not be strictly construed or enforced. Seller reserves the right to pack the Product otherwise than as specified by Buyer but otherwise in a commercially reasonable manner. Seller’s weights shall govern, absent manifest error.

3. EXCUSED NON-PERFORMANCE: (a) Seller shall not be liable for breach of any obligation directly or indirectly attributable to events or circumstances beyond Seller’s reasonable control, and whether affecting Seller or any person or entity whose performance Seller is relying upon, in whole or in part, to satisfy its obligations under the Contract (individually and collectively, “Force Majuere”). Such events include, but are not limited to, acts of God, acts of government, bankruptcy, insolvency, terrorism, sabotage, terrorism, government rules, rules, regulations, orders or action (whether valid or not valid), acts or failure to act by to act by Seller’s suppliers or third parties, natural disaster, weather conditions, or acts or failure to act by to act by Buyer’s suppliers or third parties, failure to obtain from Seller’s usual or usual substitute supplier or source materials, labor, machinery, facilities, raw materials, transportation, supplies or other resources. Labor difficulties, strike, lockout or other acts of Seller shall be conclusively presumed to be beyond Seller’s reasonable control, and accordingly within the meaning and intent of this Paragraph 3. All or some of the quantities of Product deliverable under, or other performance by Seller under, the Contract that is affected by a Force Majeure event may, in Seller’s sole and absolute discretion, be eliminated and/or suspended from the operation of the Contract (with the elimination and/or suspension of Buyer’s corresponding obligations), but such Contract shall remain otherwise unaffected.

(b) In no event shall Seller be required to acquire alternative product and/or services from a third party, and/or incur any premium, penalty, or increased costs of supply attributable to the inability of Seller to deliver any Product hereunder.

4. PRODUCT SAFETY: BUYER COVENANTS AND AGREES TO TRANSPORT, STORE, HANDLE, USE, DISPOSE OF AND OTHERWISE DEAL WITH PRODUCT SAFELY AND IN STRICT COMPLIANCE WITH ALL APPLICABLE LAWS, REGULATIONS, AND ANY REQUIREMENTS OF SELLER, INCLUDING, IN A MANNER NO LESS STRINGENT THAN AS SET FORTH IN SELLER’S LABELING. SELLER MAY REQUIRE PRODUCT SAFETY DATA SHEETS AND OTHER SAFETY AND HEALTH INFORMATION. Seller does not warrant the safety of the Product or its use, whether alone or in combination with any other substance or in any process or equipment. Buyer assumes all responsibility for warning its customers as to any hazards or other dangers. Seller shall have no responsibility to those arising from incorporation of the Product into other substances or use in process(es). Buyer assumes no liability for Buyer’s failure to comply with Buyer’s obligations under the E.U. REACH (Registration, Evaluation, Authorization, and Restriction of Chemicals) regulations.

5. WARRANTY: SELLER MAKES NO WARRANTY OF, AND SHALL HAVE NO LIABILITY FOR, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF SELLER IS AWARE OF SUCH PURPOSE) OR OTHERWISE, WHETHER EXPRESS OR IMPLIED, AT LAW OR IN EQUITY OR OTHERWISE, OTHER THAN THAT (A) THE PRODUCT, UPON DELIVERY AT THE DELIVERY POINT, WILL NOT BE DEFECTED OR MODIFIED BY BUYER OR ANY THIRD PARTY, SHALL MEET THE SPECIFICATIONS STATED IN THE CONTRACT, AND (B) SELLER SHALL TRANSFER TO BUYER ALL RIGHTS AND BENEFITS, EXPRESS OR IMPLIED, OR OTHER PROPERTY RIGHTS TO THE PRODUCT AT THE TIME OF ITS MANUFACTURE. NO OTHER WARRANTY OR LIABILITY WHATSOEVER, EXPRESS OR IMPLIED, OR WHETHER ARISING UNDER LAW, STATUTE OR CUSTOM, SHALL APPLY. Product meeting specifications must be accepted and paid for by Buyer. Buyer agrees to inspect the Product and its packaging immediately upon such delivery and to give notice in writing to Seller of any claim within thirty calendar (30) days after such delivery. Failure to give such notice constitutes an unequivocal acceptance of the Product and a waiver of all claims with respect thereto.

6. LIABILITY: Seller’s total liability shall be limited to the purchase price of the Product supplied (or to have been supplied) hereunder in respect of which Damages are claimed. all technical or other advice, or information furnished by Seller, Buyer shall be responsible for the use or implementation of the Product, its processing, further manufacture, or otherwise, is given gratis by Seller and Seller shall not be liable for, and Buyer assumes all risks of, same and the consequences thereof. OTHER THAN AS SET FORTH IN THIS PARAGRAPH 6, SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND REGARDLESS (i) WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, AND (ii) WHETHER SELLER WAS OR SHOULDN’T HAVE BEEN AWARE OF SAME. Upon satisfactory proof of claim by Buyer of Product not meeting specifications as provided in this Contract, and as Buyer’s exclusive remedy, Seller will within a reasonable time supply Buyer at the Delivery Point with replacement Product meeting specifications, free of charge, freight prepaid or, at Seller’s option, refund the purchase price for the Product upon return of such non-conforming Product. Buyer claims for damages, returns and credit shall not be allowed unless authorized by Seller in writing. The Buyer shall indemnify, defend and hold harmless Seller and its affiliates from and against all claims, proceedings, damages, costs, fees, expenses (including reasonable attorneys’ fees) and judgments and penalties ("Damages") arising out of, or in connection with, any actual or alleged breach by Buyer of its obligations under the Contract, and also from Buyer’s transportation, use, storage, handling, disposal, resale of or other dealing with Product.

7. LIMITATIONS OF ACTIONS: Subject to Paragraph 5, Buyer’s right to commence a legal action arising out of or in connection with the Contract expires one (1) year after the cause of action has accrued. Buyer hereby waives any otherwise applicable statute of limitations. Failure by Buyer to commence a legal action within one year forever bars Buyer from commencing any legal action based upon the Contract or any thereof.

8. MANUFACTURING DEVICES AND CONFIDENTIAL INFORMATION: All manufacturing devices, designs, formulas, data, or other technical information of Seller or any of its affiliates relating to the Contract will remain Seller’s or its affiliates’ confidential property, and Buyer shall not have any rights thereto, nor any right to disclose such items or information to any third party. Nothing in the Contract shall be deemed to constitute a waiver of any of Buyer’s copyright, patent, or trademark rights in or to any present or future, patent, trademark application, know how, copyright, trademark, trade secret or other proprietary right.

9. BUYER’S CREDIT/COLLECTION: Notwithstanding any prior credit approval, if Buyer fails to pay in full for the invoice when payment is due, or at any time Seller in its sole and exclusive good faith judgment determines Seller’s credit or payment history to be unacceptable, or believes that Seller’s future credit will be unacceptable, Seller reserves the right, among other remedies and without any liability, (a) to cancel any order or to terminate the Contract, (b) to suspend or terminate any shipments of Product, or (c) to require payment in advance or other security for future deliveries. Buyer shall be responsible for the payment of reasonable attorneys’ fees and related costs and expenses incurred by Seller in any claim or action by Seller to enforce the Contract, and (ii) successfully defend Buyer’s claim or action.

10. COMPLIANCE: Seller expects that all parties in its supply chain and anyone using Seller’s products for other than an end-use similar to meet such standards. Buyer shall comply with all applicable requirements in its import, use, transport, storage, or deliver any Products and related data to Buyer if prohibited by applicable law or before all necessary government registrations or authorizations have been obtained. Seller shall not be liable for any expenses or damages resulting from failure to obtain or delays in obtaining any such required government authorizations and may, at its option, rescind a sale if the necessary registrations or authorizations cannot be obtained or delayed.

11. BINDING EFFECT: ASSIGNMENT: The Contract shall be binding on the successors and assigns of Buyer and Seller, provided, however, that Buyer shall not, directly or indirectly, and whether by operation of law, or otherwise, assign, declare to be assignable, sell, transfer, convey, or otherwise dispose of, or permit any other person or entity to transfer, convey, or otherwise dispose of, all or any part of the Contract, or suffer the same to occur without the prior written consent of Seller, signed by Seller. Other than Seller’s affiliates, there are no third-party beneficiaries to the Contract. (a) The failure of Seller to insist upon strict performance of any of the provisions of this Contract will not constitute a waiver of those or any other provisions. No waiver by Seller shall be deemed to arise from any course of dealing or trade custom, and will only be effective if set forth in a separate writing, signed by Seller. (b) Should any provision of this Contract be deemed wholly or partly invalid, this shall have no effect on the validity of the remaining provisions.

12. WAIVER-SERVABILITY: (a) Seller’s failure in any instance to insist upon strict performance of any provision of the Contract will not constitute a continuing waiver of such provision, or a waiver of any other provision. No waiver by Seller shall be deemed to arise from any course of dealing or trade custom, and will only be effective if set forth in a separate writing specifically identifying the matter waived, and signed by Seller. (b) If any provision of the Contract is held to be wholly or partly invalid, the validity of the remaining provisions shall not be affected.

13. GOVERNING LAW/CONSTRUCTION/WAIVER OF JURY TRIAL: The Contract shall be interpreted and enforced in accordance with the laws of the State of New Jersey, U.S.A. without regard to the United Nations Convention on the Recognition of Foreign Civil Judgments, 1964, any other federal or state law, rule or custom, and without regard to conflicts of law principles. These Terms shall supersede any inconsistent provision of any other part of the Contract, unless and to the extent such provision expressly states that it will supersede these Terms. Paragraph headings are exclusively for reference purposes and do not limit or modify the rights of Seller and Buyer hereunder, or to the exclusion of the jurisdiction of the federal and state courts located in the State of New Jersey for the resolution of any suit, action or proceeding, whether by way of claim or counterclaim, under the Contract, and Buyer agrees not to assert any defense, counterclaim, or action or proceeding based upon or related to the Contract, that is barred herein by the terms of this Paragraph. Buyer AGREES THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER BY WAY OF CLAIM OR DEFENSE, OR UNDER THE CONTRACT, OR RELATING THERETO, SHALL BE BROUGHT ONLY IN A COURT AND NOT BY A JURY. BUYER HEREBY KNOWINGLY, VOLUNTARILY, INTELLIGENTLY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.