

**ADI-PURE® ADIPIC ACID
SALES AGREEMENT
("Agreement")**

INVISTA S.à.r.l. ("Seller" or "INVISTA") 4123 E. 37th Street North Wichita, KS 67220 Attn: Jesse Brown Phone: 316-828-1264 Fax: 316-828-1606 Email: Jesse.Brown@INVISTA.com	COIM US Inc ("Buyer" or "COIM") 286 Mantua Grove Road West Deptford, New Jersey 08066 Attn: Mario Monsanto Phone: 856-224-8100 Fax: Email: Mario.Monsanto@coimgroup.com
<u>Seller's Facilities:</u> Victoria, TX; Bulkmatic Transport, Morrisville, PA; Bulkmatic Transport, Chicago Heights, IL; other locations at Seller's option	<u>Buyer's Facility:</u> West Deptford, New Jersey
<u>Product:</u> Adi-pure® Adipic Acid Free Flo Grade in railcars, bulk pressurized hopper trucks, or full truckload quantities of 1000kg bags	<u>Product Price/Formula:</u> See Exhibit A
<u>Specifications:</u> See Exhibit A	<u>Delivery Terms (INCOTERMS 2010):</u> DAP Buyer's Facility in West Deptford, NJ

Contract Term ("Term"):

The term of this Agreement commences on January 1, 2019 and will continue up to and including December 31, 2020 (the "Contract Term"). The Parties may extend this agreement for additional 12 month Terms (the "Renewal Terms"), by either party providing to the other party, no later than ninety (90) calendar days before the expiry of the then-current Term, written notice of that Party's desire to extend the term of the Agreement, which is subject to the other Party's written agreement, due no later than fourteen (14) calendar days after receipt of the extension notice. Together, the initial Contract Term and any Renewal Terms, if exercised by the parties, is referred to as the "Term."

Contract Volume:

During the Term of this Agreement, Buyer shall order and purchase from Seller and Seller shall sell and deliver to Buyer the quantity of Product set forth below:

Timeframe	Contract Volume
January 1, 2019 – December 31, 2020	Minimum Annual Purchase Obligation: 8,000 metric tons Maximum Annual Supply Obligation: 10,000 metric tons Maximum Monthly Supply Obligation: 800 metric tons

Contract Volume requested in 1000kg bags or bulk trucks shall be considered Non-Railcar Volume ("Non-Railcar Volume"). Unless mutually agreed in writing, in any calendar month, the maximum Non-Railcar Volume is 160 metric tons (approximately 8 full truckloads). If Buyer requests Non-Railcar Volume, Seller has sole option to supply the volume in either bulk trucks or 1000kg bags.

Buyer shall purchase and receive Product, and Seller shall produce and sell Product, in quantities no less than the minimums and no more than the maximums set forth above during the Term. For purposes of this Agreement, "Month" and "Monthly" shall be considered a calendar month and "Year" and "Yearly" shall be considered a twelve-consecutive month calendar year beginning January 1 and ending December 31.

Purchase orders placed by Buyer are subject to individual acceptance by Seller.

Spot Volume:

Notwithstanding the Maximum Annual Supply Obligation and the Maximum Monthly Supply Obligation above, if in any month during the Term Buyer's requirements exceed the Maximum Monthly Supply Obligation and Buyer wishes to purchase additional Product from Seller or Seller wishes to sell additional Product to Buyer, Buyer and Seller shall work together in good faith to attempt to agree on a basis for Seller to sell and Buyer to purchase spot volumes of Product ("Spot Volume") at a price and quantity and delivery schedule mutually acceptable to the parties but otherwise under the terms and conditions of this Agreement. For clarity, such Spot Volume can be sold at a price that may be different than the price calculated under this Agreement for the quantities within the Maximum Monthly Supply Obligation sold and delivered within the same month of delivery. Seller shall report to Buyer aggregate Contract Volume and Spot Volume on a monthly basis during the Term, and Buyer will confirm such reports.

Lead Time and Forecasting:

Individual purchase orders shall be placed twenty calendar days in advance of requested delivery date for truck deliveries, and placed 30 calendar days in advance of delivery date for railcar deliveries.

By the 10th day of each calendar month during the Term, Buyer shall provide Seller with a forecast of its projected purchase volume of Product for the subsequent three-month period (each, a "3-Month Rolling Forecast"). Month 1 of the 3-Month Rolling Forecast shall represent a binding and irrevocable order to purchase the amount stated in the forecast for that month, plus or minus 25% of Product volume. Months 2 of the 3-Month Rolling Forecast and Month 3 of the 3-Month Rolling Forecast shall represent a non-binding rolling estimate of Buyer's adipic acid requirements.

Shortfall Payment:

If Buyer fails to purchase at least the Minimum Annual Purchase Obligation within the March 31 of the following year in which the shortfall occurred, Buyer shall pay Seller an amount (the "Shortfall Payment") equal to the Minimum Annual Purchase Obligation, less (i) the quantity of Product that Seller fails to deliver in accordance with, or Buyer is validly permitted to not accept for delivery under, this Agreement (including, without limitation, adipic acid that does not meet Specifications), less (ii) the quantity of Product actually ordered and taken by Buyer during such year, multiplied by P_c .

The damages Seller would suffer if Buyer fails to purchase the Minimum Annual Purchase Obligation would be difficult to calculate; therefore, in lieu of any other damages, the Shortfall Payment will constitute a reasonable estimate of such damages and will be construed as liquidated damages and not as a penalty. Payment of the Shortfall Payment will release Buyer from all purchase obligations and all other liabilities for the failure to purchase the Minimum Annual Purchase Obligations and will constitute Seller's sole and exclusive remedy for such failure to purchase.

Licensed Use of Unloading Equipment:

Subject to the terms and conditions of this Agreement, INVISTA hereby grants to Buyer, and Buyer hereby accepts a limited, nontransferable, nonexclusive, revocable, royalty-free license to use INVISTA-owned unloading equipment for use in unloading or transloading Product purchased by Buyer from INVISTA under this Agreement (the "Leased Equipment") during the Term of this Agreement. Buyer will use and protect the Leased Equipment in accordance with good industry standards and compliance with applicable laws, rules and regulations. Buyer may not, in whole or part, sublicense, assign, or otherwise transfer the rights granted hereunder. All rights not specifically granted to Buyer hereunder are reserved to INVISTA. Notwithstanding anything else in this Agreement, Buyer shall indemnify, defend, and hold INVISTA harmless from and against any and all claims, suits, obligations, actions, demands, proceedings, losses, risks, awards, settlements, judgments, liabilities, costs, expenses, and damages (including, without limitation, attorney's fees and court costs, and any damage to the Leased Equipment regardless of how caused) directly or indirectly based on, arising from, or related to (a) any breach of Buyer's obligations under this Agreement, (b) the sale or use of Products or the operations or business conducted by Buyer, or (c) Buyer's use of the Leased Equipment. For avoidance of doubt, Leased Equipment is defined as an INVISTA designed, fabricated, and owned metal unloading pan, leased royalty-free from Seller to Buyer for the sole purpose of use by Buyer during unloading of Product delivered by Seller in Seller's railcars.

Payment Terms:


Seller shall submit an invoice to Buyer on the last day of each month for all shipments of Product during that calendar month. Payment shall be submitted to Seller by Buyer via ACH, in U.S. currency, no later than 30 days from the date of Seller's invoice. In the event of late or non-payment by the Buyer, subject to notice to Buyer with 5 days to cure, in addition to any other remedies available to Seller at law or in equity, Seller may (i) suspend deliveries of Product, (ii) require prepayment by wire transfer of immediately available funds prior to any future scheduled shipments of Product or (iii) terminate this Agreement.

The Product specifications and pricing formula set out on the attached Exhibit A, and the Terms and Conditions of Sale set out on the attached Exhibit B are made a part of this Agreement by this reference. All purchases and sales of Product under this Agreement are

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expressly limited to and conditioned upon acceptance of this Sales Agreement and the provisions of such Exhibits. Unless expressly agreed to by both parties in writing, signed by both parties, any additional or conflicting terms and conditions contained on, attached to or referenced by any Buyer's order, or any other prior or later communication between the parties, shall have no effect on this Agreement.

Seller:
INVISTA S.à.r.l.

By: 
Name: Bill Greenfield
Title: Authorized Signatory

Buyer:
COIM US Inc

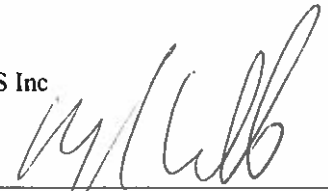
By: 
Name: MIKATELAGREW CAVALL
Title: PRESIDENT

Exhibit A
Product Specifications and Pricing

Product Specifications:

PROPERTY	VALUE
Assay, wt%, minimum	99.7
Water, wt%, maximum	0.20
Ash, ppm, maximum	2.0
Iron, as Fe, ppm maximum	0.5
Methanol Solution Color (APHA), maximum	4
Total nitrogen (TN), mpm maximum	15
Dodecanedioic Acid, ppm maximum	400
Appearance: White, crystalline powder which is free of foreign matter.	

Product Contract Pricing:

Price:

The Selling Price (P) for Product is determined each calendar month during the period in effect using the following formula.

$$P = P_c + F + 0.0966 \cdot (BZ) + 0.0001 \cdot (NH3) + 0.0163 \cdot (NG)$$

Where:

P = the Contract Price for Product in U.S. dollars per pound (rounded to 4 decimal places, \$X.XXXX/lb) for the current calendar month. Price may also be shown in US\$ per metric ton calculated by multiplying selling price in US\$ per pound by 2204.623 and rounding to the nearest whole dollar (\$X,XXX/MT).

P_c = US\$ 0.371 per pound (fixed portion of formula)

F = US\$ 0.020 per pound for bulk hopper truck shipments

F = US\$ 0.050 per pound for 1000kg bags shipments

There is no additional charge for railcar shipments (in effect, F = US\$ 0).

BZ = the U.S. monthly contract benzene price, in US dollars per gallon, as published in IHS Chemical (formerly CMAI) Aromatics Market Weekly for the month Product is shipped, rounded to three decimal places.

NH3 = the price for ammonia as reported by FERTECON AMMONIA REPORT, under the heading, "FERTECON PRICE SERVICE", "AMMONIA PRICE INDICATIONS", Delivered Prices, "US Gulf/Tampa" - "Tampa", as the average of the weekly prices published the month Product is shipped, expressed in US\$ per metric ton for anhydrous ammonia, rounded to three decimal places.

NG = the unrounded NYMEX Henry Hub natural gas futures closing price on the contract settlement date, as expressed in US\$ per MMBtu, for the month Product is shipped.

- a) If the benzene, natural gas and/or ammonia publications specify the price as a range, the reference price for adjusting the price for Product, will be the average of the high and low published prices.

Pricing Example: The July 2018 Adipic Acid price for rail deliveries under the terms proposed in this agreement is shown below. Each month a price notification will be sent to Buyer.

Pricing Inputs:

P_c = \$0.371/lb, BZ = \$2.990/gallon, NH3 = \$258.000/MT, NG = \$2.875/mmbtu

Pricing Calculation:

$P (\$/mt) = \$0.371 + (0.0966 \cdot \$2.990) + (0.0001 \cdot \$258.000) + (0.0163 \cdot \$2.875)$

P = \$0.732/lb

EXHIBIT B**TERMS AND CONDITIONS OF SALE
Sales Agreement**

1. **TERMS OF SALE.** These Terms and Conditions of Sale ("Terms") shall apply to the sales agreement, invoice, purchase order or purchase acknowledgment/confirmation to which these Terms are attached (the "Sales Agreement", together with these Terms, the "Agreement"). All purchases by Buyer of Product described in the Agreement ("Product") are expressly limited to and conditioned upon acceptance of these Terms, regardless of whether Buyer purchases Product through any media or means, including but not limited to, written purchase orders, electronic orders via EDI, acknowledgements, confirmations, or other writings from Buyer to INVISTA (collectively, "Purchase Orders"). Unless such provisions are expressly agreed to by INVISTA in a writing signed by INVISTA, any additional or conflicting terms and conditions contained on, attached to or referenced by Buyer's Purchase Orders, or other prior or later communication from Buyer to INVISTA, shall have no effect on the purchase of any such Product by Buyer from INVISTA and are expressly rejected by INVISTA. These Terms along with the Sales Agreement are deemed an offer for sale by INVISTA. If Buyer does not accept the Sales Agreement by execution thereof, Buyer's commencement of performance (including ordering, purchasing or taking delivery of Product) shall in all cases constitute Buyer's unqualified and unconditional acceptance of the Agreement.
2. **TITLE AND RISK OF LOSS.** Unless otherwise stated in the Sales Agreement, all Product shall be shipped Ex Works INVISTA's designated shipping point (in accordance with Incoterms® 2010). Unless otherwise stated in the Sales Agreement, title to Product and risk of loss, damage and contamination of Product passes to Buyer when INVISTA places Product with a common carrier at the shipping point and Product shall be deemed "delivered" at such time. After passage of title of the Product to Buyer, Buyer assumes all risk and liability, and INVISTA shall not be liable to Buyer for any loss or damage to persons, property or the environment arising out of or related to the Product. INVISTA will not place a valuation upon Product shipments unless specifically required in writing by Buyer or required for export purposes.
3. **TAXES AND DUTIES.** All taxes, duties, tariffs, consular fees, levies, penalties, and other charges imposed by any governmental authority, now or hereafter imposed with respect to the Agreement or the production, processing, manufacture, sale, delivery, transportation, importation, exportation or proceeds of Product hereunder or on remittance of funds in payment for Product shall be paid by Buyer. If paid, or required to be paid by INVISTA, Buyer shall reimburse INVISTA for such amounts within ten (10) days of receipt of written notice from INVISTA.
4. **PRODUCT STEWARDSHIP.** Buyer acknowledges the hazards associated with the handling, unloading, discharge, storage, transportation, use, disposition, processing, admixture, or reaction (the "Use") of Product supplied under the Agreement and assumes the responsibility of advising those of its employees, agents, contractors, and customers in connection with such Use of the hazards to human health or human or environmental safety, whether such Product is used singly or in combination with other substances or in any processes or otherwise. In the event that Buyer is provided a Material Safety Data Sheet ("MSDS") by INVISTA for the Product, Buyer specifically agrees that it shall advise all of its employees, agents, contractors and customers who will Use the Product of the MSDS, and any supplementary MSDS or written warnings that it may receive from INVISTA from time-to-time. In addition, if Buyer believes or has reason to believe the MSDS or other information provided to Buyer by INVISTA is inaccurate or in any way insufficient for any purpose, Buyer will immediately notify INVISTA of the same, and provide INVISTA a reasonable opportunity to supplement or correct the information. Failure of Buyer to timely provide such notice shall be deemed a waiver by Buyer of any and all claims, demands or causes of action for personal injury, damage to the environment or property arising from or attributable to the Use of Product. To the fullest extent permitted by Law, each Party shall defend, indemnify and hold the other Party, its affiliates and their respective employees, officers, directors and stockholders (collectively "Indemnitees") harmless from and against any and all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including attorneys' fees and expenses) and costs and liabilities of every kind and character ("Claims") which may arise for any reason whatsoever, including personal injuries, death, damage to property or to the environment, regardless of whether based on negligence, strict liability, contract, or breach of warranty, arising out of or related to a breach of its obligations under this Agreement or the sale or Use of Product or material made in whole or in part from Product sold hereunder. Buyer's duty under this Agreement shall survive the termination, cancellation or expiration of the order contemplated by the Agreement and the cessation of any business transactions between Buyer and INVISTA, and Buyer's obligations herein shall remain in full force and effect as necessary for the purposes of compliance with the terms of this Section.
5. **DELIVERIES.** (a) If Buyer has not issued instructions as to the method of shipment by the time Product is ready for shipment, INVISTA may select any reasonable method of shipment without liability by reason of its selection. To the extent flexibility is allowed by the Agreement for time or size of deliveries, the parties will cooperate to the extent reasonable to coordinate periods and times for

deliveries hereunder, and Buyer will give reasonable prior notice as to quantities and scheduling desired, all subject to the quantities set forth in the Agreement.

(b) If and to the extent that Product sold hereunder is to be delivered from any INVISTA facility, INVISTA shall have the right to require the execution of an access agreement prior to granting Buyer, its carriers, contractors or agents, access to such facility. Buyer agrees that it, and its carriers, contractors and agents, will comply with all of INVISTA's safety rules and regulations when they are at any of INVISTA's facilities.

(c) INVISTA may reject transports, containers or storage presented for loading/unloading/transfer or handling which, in INVISTA's sole discretion, would present an unsafe or potentially unsafe situation.

(d) INVISTA may refuse to load/unload, transfer or handle any Product under any conditions it deems, in its sole discretion, unsafe including, but not limited to, conditions caused by drivers, personnel, equipment, procedures, and/or weather conditions.

(e) If Buyer, or its contractors or agents, loads, unloads or ships "hazardous materials" (in the United States (as listed in the Tables of 49 C.F.R. 172.101, 172.102 or 195.2 as amended or replaced from time to time) pursuant to the Agreement, then Buyer warrants that all hazardous materials will be prepared for shipment, loaded, shipped and unloaded in compliance with all applicable Laws regarding the handling and transportation of hazardous materials. To the fullest extent permitted by Law, Buyer will indemnify, defend and hold the Indemnitees harmless from and against all Claims of whatever nature arising out of or relating to Buyer's failure to comply therewith.

(g) For all deliveries under the Agreement, Buyer is solely responsible for offloading or unloading all Product. To the extent Buyer fails to offload or unload the entire quantity of Product from the transport or container utilized for shipment (i) any residual or remaining Product shall be deemed to have been abandoned by Buyer for the beneficial use or re-use by INVISTA, and will become the property of INVISTA when received and accepted by INVISTA at the facility designated in writing by INVISTA; (ii) Buyer will not receive credit payment or other consideration for any such residual or remaining Product; and (iii) Buyer is solely responsible for the transportation of such residual or remaining Product (including freight charges, shipping documents, and compliance with all Laws related thereto) until received and accepted by INVISTA at the facility designated in writing by INVISTA

6. **COMPLIANCE WITH LAW.** (a) The parties agree to comply with all applicable laws, treaties, conventions, directives, statutes, ordinances, rules, regulations, orders, writs, judgments, injunctions or decrees of any governmental authority having jurisdiction ("Laws") pertaining to the fulfillment of the Agreement.

(b) Buyer will be responsible for compliance with all Laws applicable to Product once the Product has been delivered by INVISTA in accordance with this Agreement and the chosen Incoterms 2010, including, without limitation, those related to operations, safety, maintenance, equipment, size and capacity, and pollution prevention.

(c) If any license or consent of any government or other authority is required for the acquisition, carriage or use of Product by Buyer, Buyer will obtain the same at its expense, and if necessary, provide evidence of the same to INVISTA on request. Failure to do so will entitle INVISTA to withhold or delay shipment, but failure to do so will not entitle Buyer to withhold or delay payment of the price therefor. Any expenses or charges incurred by INVISTA resulting from such failure will be paid for by Buyer within ten (10) days of receipt of INVISTA's written request.

(d) Except as permitted under U.S. Laws, Product will not be sold, supplied or delivered by the Buyer directly or indirectly to any party or destination that, at the time of such sale, supply or delivery, is declared an embargoed/restricted party or destination by the government of the United States of America or by the United Nations. Within two (2) days after INVISTA's request, Buyer will provide INVISTA with appropriate documentation to verify the final destination of any Product delivered hereunder.

7. **UNLOADING AND CONTAINERS.** Buyer will unload and release all transportation equipment promptly so that no demurrage or other expense or loss resulting from delay shall be incurred and will comply with all instructions, if any, that INVISTA may give for return of such equipment. Buyer shall return returnable containers or packaging, freight collect. Buyer shall assume all other liability, including demurrage, with respect to such returnable containers and equipment, including packaging. Buyer agrees that if Buyer fails to return such containers and equipment within 120 days from date of invoice, INVISTA, at its option, shall have the right to transfer title to such unreturned containers or equipment to Buyer by invoicing Buyer for the same at INVISTA's then established prices, and the purchase price for such containers and equipment shall be due from Buyer upon receipt of invoice.

8. **MEASUREMENT.** Product quantities will be determined by INVISTA's measurement equipment at INVISTA's designated shipping point, unless proven to be in error. No adjustments will be made for (i) any quantities delivered more than ten (10) days prior to the date of any proven measurement confirming such error, or (ii) any claims for less than three percent (3%) of the quantities measured by INVISTA at the shipping point. Product quality shall be governed by a sample of Product taken by INVISTA at INVISTA's designated shipping point.

9. **CLAIMS.** Buyer shall, at its sole cost and expense, inspect Product delivered hereunder immediately after receipt. Within ten (10) days of Buyer's receipt of Product and before the use, disposition, processing, admixture, reaction or other change from the original condition

of any part of the Product (except for reasonable test and inspection quantities), Buyer shall notify INVISTA in writing if Product is found defective or short in any respect. Any Use of any of Product (except for reasonable tests and inspection quantities) or Buyer's failure to give written notice to INVISTA of such defect or shortage within such ten (10) day period shall constitute an unqualified acceptance of the Product and a waiver by Buyer of all claims with respect thereto.

10. PAYMENT TERMS/CREDIT.

(a) Buyer shall pay all invoices, without deduction, in US currency via wire transfer of immediately available funds into a U.S. bank account designated by INVISTA pursuant to the payment terms set forth in the Agreement. If the Agreement does not state payment terms, payment shall be received by INVISTA no later than thirty (30) days from the date of INVISTA's invoice. Delay in payment will result in Buyer being responsible for interest at a rate of one and a half percent (1½%) per month compounded monthly (19.6% per annum), or the maximum rate allowed by Law, whichever is less, on the outstanding amount of any unpaid invoice beginning on the day after the payment due date. If the payment due date is a Saturday, Sunday or holiday where banks located in the State of New York are authorized or required to be closed, Buyer shall make such payment on the business day after such due date.

(b) INVISTA makes no assurance or guarantee regarding any amount of credit or the continuation of such credit to Buyer. If INVISTA, in its sole discretion, provides Buyer with a line of credit to facilitate purchases of Product from INVISTA under the Agreement, such credit line may be amended, decreased or terminated at any time at INVISTA's sole discretion.

(c) If any such credit provided to Buyer, or performance assurance is required by INVISTA of Buyer, Buyer will provide to INVISTA any or all annual reports containing Buyer's and/or the Buyer's performance assurance provider's audited consolidated financial statements for a particular fiscal year. In all cases, the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles.

(d) Notwithstanding the foregoing, if INVISTA determines, in its sole discretion, that the creditworthiness or future performance of Buyer is impaired or unsatisfactory, INVISTA may (i) suspend deliveries of Product, (ii) require prepayment by wire transfer of immediately available funds at least three (3) days prior to a scheduled shipment of Product, and/or (iii) require Performance Assurance at least three (3) days prior to a scheduled Product shipment. Buyer hereby waives written notice of any such action. "Performance Assurance" means collateral in the form of either cash, letter(s) of credit, guaranty, or other security acceptable to INVISTA in its sole discretion.

(e) INVISTA cannot Set-off against any amount that INVISTA owes to Buyer under the Agreement or any other agreement between such parties.

11. LIMITED WARRANTY. INVISTA warrants only, at the time of delivery, that: (i) Product shall conform to INVISTA's then current specifications for the specific Product sold hereunder; and (ii) INVISTA will deliver good title to the Product and that the Product shall be delivered free of liens or encumbrances. Buyer, having the expertise and knowledge in the intended use of Product sold hereunder and any use or other product or material made therefrom, assumes all risk and liability for results obtained by the Use of Product, whether used singly or in combination with other substances or in any process. EXCEPT AS SET FORTH IN THIS SECTION, INVISTA SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE, CONDITION OR QUALITY OF THE PRODUCT, ANY TRADE USAGE OR DEALING. ANY DETERMINATION OF THE SUITABILITY OF THE PRODUCT FOR THE USE CONTEMPLATED BY BUYER IS BUYER'S SOLE RESPONSIBILITY.

12. LIMITATION OF LIABILITY AND LIMITED REMEDIES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL INVISTA BE LIABLE TO BUYER FOR ANY LOST OR PROSPECTIVE PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST EARNINGS, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER OR NOT BASED UPON INVISTA'S NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, IN TORT OR ANY OTHER CAUSE OF ACTION. FOR THE SAKE OF CLARITY, THE PRECEDING SENTENCE INCLUDES THOSE INCIDENTAL AND CONSEQUENTIAL DAMAGES REFERENCED IN §2-715 OF THE NEW YORK UCC. Buyer's exclusive remedy vis-à-vis INVISTA for any cause of action under the Agreement, including for failure to deliver or late delivery, is, at INVISTA's option limited to (i) replacement of the non-conforming Product; or (ii) refund to Buyer of the portion of the purchase price attributable to such non-conforming Product. In no event shall INVISTA's cumulative liability exceed the price of Product sold which was the direct cause of the alleged loss, damage or injury. IN ANY EVENT, BUYER AGREES THAT THE RETURN OF THE FULL SALES PRICE FOR THAT PRODUCT SOLD WHICH WAS THE CAUSE OF THE ALLEGED LOSS, DAMAGE OR INJURY WILL PREVENT THE FOREGOING REMEDIES FROM FAILING OF THEIR ESSENTIAL PURPOSE, AND THAT SUCH REMEDY IS FAIR AND ADEQUATE.

13. DEFAULT. Upon the occurrence of any of the following events: (i) the failure by Buyer to provide performance assurance when due; (ii) INVISTA shall not have received a payment due from Buyer hereunder by the date such payment is due under the Agreement, and such failure shall remain uncured for a period of fifteen (15) days; (iii) the failure of Buyer to perform any other obligation in the Agreement

and such failure is not excused or cured within fifteen (15) days after written notice thereof; (iv) the occurrence of a Bankruptcy Event; (v) the failure of Buyer to timely provide prepayment or performance assurance as set forth in Section 10(d) above; or (vi) the failure by any performance assurance provider of Buyer to perform any obligation of such performance assurance provider under any document executed and delivered in connection herewith, then INVISTA, in its sole discretion and without prior notice to Buyer, may do any one or more of the following: (a) suspend performance under the Agreement or any other agreement between Buyer and INVISTA; (b) cancel the Agreement or any other agreement between Buyer and INVISTA, whereby any and all obligations of Buyer, including payments or deliveries due, will, at the option of INVISTA, become immediately due and payable or deliverable, as applicable;. If INVISTA suspends performance and withholds Product delivery as permitted above, INVISTA may sell the Product to a third party and deduct from the proceeds of such sale the purchase price and all reasonable costs resulting from Buyer's default as identified above, including, without limitation, all costs associated with the transportation (including demurrage and other vessel or shipping related charges), storage, and sale of the Product. The foregoing rights, which shall include, but not be limited to, specific performance, shall be cumulative and alternative and in addition to any other rights or remedies to which INVISTA may be entitled at Law or in equity. In addition, INVISTA shall be entitled to recover from Buyer all court costs, attorneys' fees and expenses incurred by INVISTA in connection with Buyer's default, and interest on past due amounts at the rate specified in Section 10(a) hereof. "Bankruptcy Event" means the occurrence of any of the following events with respect to Buyer or any performance assurance provider for Buyer: (i) filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law; (ii) making of an assignment or any general arrangement for the benefit of creditors; (iii) having a bankruptcy petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (iv) otherwise becoming bankrupt or insolvent (however evidenced); (v) having a liquidator, administrator, custodian, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (vi) being generally unable to pay its debts as they fall due.

14. **PATENT INFRINGEMENT ARISING FROM PRODUCT USE.** Buyer expressly assumes the risk of and agrees, to the fullest extent permitted by Law, to indemnify, defend, and hold the Indemnitees harmless from and against any and all Claims for patent infringement by reason of Buyer's use of Product provided hereunder, whether used singly or in combination with other product or material, or in the operation of any process.
15. **SPECIALTY MANUFACTURED PRODUCT.** If the Agreement covers Products that must be manufactured especially for Buyer, and the Agreement is suspended, terminated or cancelled for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension, termination or cancellation is received by INVISTA. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefor as though delivery has been made and INVISTA will store such Products for Buyer's account and at Buyer's expense.
16. **EXCUSED PERFORMANCE.** (a) Force Majeure: The parties will be excused from their respective performances hereunder (except Buyer's payment obligations) if performance is prevented or delayed by any acts of God, fire, explosion, flood, unusually severe or abnormal weather, riots or other civil disturbances, wars, acts of terrorism, actions of governments, voluntary or involuntary compliance with any Law or request of any governmental authority, strikes, lockouts or other labor difficulties, failure of usual sources of raw materials or other sources of supply, failure of computer systems to operate properly, destruction or loss of electronic records or data, failure of mechanical or chemical function or equipment normally used by INVISTA for manufacturing, handling or delivering of Product, or internally produced intermediates used in manufacture of any of the Product, plant shutdowns, any necessity to not operate, or to reduce operation of, equipment in order to protect the safety of people or to protect the environment, or any circumstances beyond the reasonable control of the party seeking excuse from performance ("force majeure"). Promptly after a party determines a force majeure condition exists, that party will notify the other of the circumstances and consequences claimed and will use reasonable means to remove the cause(s) in question. Neither party will be obligated to settle any demands of, or disputes with, laborers; nor will Buyer be excused from paying monies due or complying with INVISTA's credit terms. Quantities affected by force majeure will be deleted from the Agreement, but the Agreement will otherwise continue in full force and effect for the term set forth in the Agreement. In periods of shortage of Product due to force majeure, INVISTA may apportion any reduced quantity of Product among itself and its customers and affiliates in an equitable manner. INVISTA shall not be required to acquire Product to replenish any shortfall in Product arising as a result of a force majeure. Should INVISTA acquire any quantity of Product following a force majeure, INVISTA may use or distribute, without apportioning, such Product at its sole discretion. Notwithstanding the aforementioned, any quantity of Product INVISTA acquires and distributes to any non-affiliated customers shall be equitably apportioned to all of INVISTA's non-affiliated customers. Under no circumstances will INVISTA be obligated to obtain Product for delivery hereunder except from its designated source(s) of supply, or if none is so designated by INVISTA, from its usual, customary and/or most recent source(s) of supply.

(b) Impracticability: INVISTA may suspend performance and/or terminate the Agreement without liability to Buyer if, for any reason, INVISTA shuts down the unit(s) in which, or the plant at which, Product is made or if a change in circumstances (whether foreseeable or unforeseeable) causes INVISTA to incur a loss on a full cost basis at any time on the sale of Product hereunder.

(c) Shortages: If for any reason shortages occur in INVISTA's supply of the goods or products necessary to produce Product, unless Buyer has provided INVISTA with written notice, and INVISTA agrees in writing, that each source of supply must be a qualified source of supply, INVISTA may, without obligation to Buyer, obtain similar products from other sources and allocate all such products produced among its customers, its own requirements and the requirements of its divisions, subsidiaries and affiliates, in a manner and amount that is fair and reasonable. INVISTA may deduct the quantity not shipped because of this allocation from the quantity under the Agreement without liability to Buyer for failure to deliver.

17. **CONFIDENTIALITY.** Buyer agrees to treat as confidential all information supplied by INVISTA, and not in the public domain, in connection with the Agreement, including, but not limited to: specifications, drawings, blueprints, and other technical, business or sales data, or statements of work (collectively referred to as the "Confidential Information"), except for the company of same Buyer's group (COIMGROUP). Buyer agrees to (i) limit use of aforementioned Confidential Information only to the performance of the Agreement, and (ii) limit the disclosure of the Confidential Information to those of its employees necessary for the performance of the Agreement, unless prior written consent has been granted by INVISTA to permit other use or disclosure. Buyer shall, upon request or upon expiration, termination or cancellation of the Agreement, promptly return all documents previously supplied, destroy any and all copies that were reproduced, and send written confirmation to INVISTA certifying such destruction.
18. **TRADEMARKS.** Except as may be contained in a separate trademark license, the sale of Product (even if accompanied by documents using a trademark or trade name) does not convey a license, express or implied, to use any trademark or trade name and Buyer shall not use a trademark or trade name of INVISTA's in connection with the Product.
19. **SUCCESSOR AND ASSIGNS.** The Agreement binds and inures to the benefit of Buyer and INVISTA and their respective successors and permitted assigns. Buyer and INVISTA may not assign any interest in, nor delegate any obligation under the Agreement, by operation of Law or otherwise, without the other Party's prior written consent. Any assignment or attempted assignment in contravention of the foregoing shall be null and void, shall be considered a breach of the Agreement, and shall permit INVISTA or Buyer, in addition to any other rights that it may have, to terminate the Agreement.
20. **GOVERNING LAW/VENUE FOR DISPUTES.** The validity, performance, construction, and effect and all matters arising out of or relating to the Agreement shall be interpreted in accordance with the Laws of the State of New York, without regard to its conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention shall not apply or govern the Agreement or the performance thereof or any aspect of any dispute arising therefrom. Any action or proceeding between Buyer and INVISTA relating to the Agreement shall be commenced and maintained exclusively in the state or federal courts in Wilmington, Delaware, and Buyer submits itself unconditionally and irrevocably to the personal jurisdiction of such courts. BUYER AND INVISTA EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THE AGREEMENT.
21. **AMENDMENT.** All technical advice, services and recommendations by INVISTA are intended for use by persons having skill and know-how, and are accepted by Buyer at its own risk and INVISTA assumes no responsibility for results obtained or damages incurred from their use. No statements or agreements, oral or written, not contained herein or in a future amendment hereto executed by both parties will vary or modify the terms hereof. Neither party shall claim any amendment, modification or release of any provisions hereof unless the same is in writing and such writing: (i) specifically refers to the Agreement; (ii) specifically identifies the term amended; and (iii) is signed by duly authorized representatives of INVISTA and Buyer.
22. **NOTICES.** All notices, consents, communications or transmittals under the Agreement shall be in writing and shall be deemed received on the day of delivery if delivered by hand, by nationally recognized overnight courier or delivery service, or by facsimile (with written confirmation of the completed transmittal); or within three (3) business days if mailed by United States mail as certified or registered mail with return receipt, postage prepaid, addressed to the party to whom such notice is given at the address of such party stated in the Sales Agreement.
23. **INDEPENDENT CONTRACTORS.** INVISTA and Buyer are independent contractors only and are not partners, master/servant, principal/agent or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated under the Agreement or otherwise, and no fiduciary, trust or advisor relationship, nor any other relationship, imposing vicarious liability shall exist between the parties under the Agreement or otherwise at Law.

24. **NO THIRD PARTY BENEFICIARIES.** The Agreement is solely for the benefit of INVISTA and Buyer and shall not be deemed to confer upon or give to any third party any right, claim, cause of action or interest herein.
25. **MISCELLANEOUS.** These Terms supersede any terms and conditions of previous dates, and if there is a conflict between these Terms and the specific provisions contained in the Sales Agreement, the specific provisions contained in such Sales Agreement shall control. Capitalized terms not defined herein shall have the meanings set forth in the Sales Agreement. The captions and section headings set forth in the Agreement are for convenience only and shall not be used in defining or construction of any of the terms and conditions of the Agreement. Waiver by either party of any breach of the terms and conditions contained herein will not be construed as a waiver of any other or continuing breach. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of its other provisions. If the Agreement is a requirements contract or a partial requirements contract, or if rebates are to be paid, Buyer shall maintain books and records sufficient to document and verify Buyer's purchase obligations and history and shall permit Seller, during normal business hours, to audit those books and records. No course of dealing, course of performance, or usage of trade shall be considered in the interpretation or enforcement of the Agreement.