

**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: 316-828-1284 Email: Jesse.Brown@invista.com	Covestro LLC ("Buyer" or "Covestro" and together with Seller, the "Parties" and each a "Party") 1 Covestro Circle Pittsburgh, PA 15205 Attn: Jessica Fletcher Phone: 412-413-6626 Email: Jessica.Fletcher@Covestro.com
<u>Seller's Facilities:</u> Bulkmatic Transport, Morrisville, PA; Bulkmatic Transport, Chicago Heights, IL; other locations at Seller's option	<u>Buyer's Facility:</u> New Martinsville, West Virginia
<u>Product:</u> Adi-pure® Adipic Acid meeting the Specifications detailed on Exhibit A, in 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 New Martinsville, WV

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 one hundred and eighty (180) 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 thirty (30) calendar days after receipt of the extension notice. For the avoidance of doubt, this Agreement shall not extend unless both Parties have agreed to such extension in writing. Together, the initial Contract Term and any Renewal Terms, if exercised by the Parties, is referred to as the "Term."

Early Termination:

If during the Term of this Agreement, Buyer has not internally qualified Free-Flo Adipic Acid and Seller is not producing Large Grain Adipic Acid (LGA), Seller may terminate this Agreement by providing written notice to Buyer by December 31, 2019. If Seller elects to terminate the Agreement, such termination will be in effect by June 30, 2020. For avoidance of doubt, if Seller still producing LGA during the Term, the Early Termination rights as defined in this Section shall not apply.

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:

Minimum Annual Purchase Obligation: 75% of Buyer's total actual adipic acid requirements at Covestro's New Martinsville, WV facility
Maximum Annual Supply Obligation: 5,500 metric tons
Minimum Monthly Purchase Obligation: 15 full truckloads (approximately 340 metric tons)
Maximum Monthly Supply Obligation: 25 full truckloads (approximately 550 metric tons)
Covestro's non-binding estimate of total adipic acid requirements: 5,000-5,500MT/year in 2019-2020

Although the Parties acknowledge that this Agreement is not a take-or-pay agreement, subject to the terms contained in this Agreement, Seller retains the right to terminate this Agreement at a date prior to the Expiry Date of the then-current Term if Buyer has not purchased a minimum Annual Product Quantity of 2,000 metric tons by June 30 of a Calendar Year during the Term. If such an event occurs and Seller

elects to terminate the Agreement, Seller will be required to notify Buyer in writing within fifteen (15) calendar days of such an event, with the Agreement considered terminated in its entirety by July 31 of the Calendar Year in which the event occurs. .

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.

Unless otherwise authorized by the Seller in writing, which authorization shall be in Seller's sole discretion, 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" and "Annual" shall be considered a twelve-consecutive month calendar year beginning January 1 and ending December 31.

Lead Time and Forecasting:

Individual purchase orders shall be placed a minimum of fourteen (14) calendar days in advance of requested delivery date.

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 (a "3-Month Rolling Forecast"). Seller acknowledges that the forecast is made in good faith but may vary from Buyer's actual purchases. 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 3 full truckloads. Months 2 and 3 of the 3-Month Rolling Forecast shall represent a non-binding forecast of Buyer's Product requirements.

Facility Outages:

Buyer is required to notify Seller a minimum of 45 days in advance of any planned outages at Buyer's facility. Both Parties understand that unplanned outages at both Buyer and Seller facilities may occur, and in the such an event if shipments or deliveries are impacted, the Parties agree to put forward mutual best efforts to adjust deliveries in an agreeable manner.


Payment Terms:

Seller shall submit an invoice to Buyer for each shipment of Product upon or after delivery of the Product. 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, or (ii) require prepayment by wire transfer of immediately available funds prior to any future scheduled shipments of Product.

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 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. In the event of any inconsistency or conflict between the terms and conditions in the main body of this Agreement and the "Terms and Conditions of Sale" (attached hereto at Exhibit B), the terms and conditions in this Agreement shall control over Exhibit B.

Seller:
INVISTA S.à.r.l.

Buyer:
Covestro LLC

By: 
Name: Birn Greenfield
Title: Authorized Signatory
Date: December 21, 2018

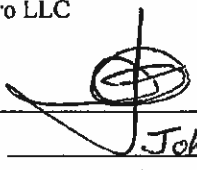
By: 
Name: John Lemmer
Title: UFO
Date: December 20, 2018

Exhibit A
Product Specifications and Pricing

Product Specifications:

LGA 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
Appearance: White, crystalline powder which is free of foreign matter.	

Free-Flo Specifications (Confidential and Proprietary):

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

$$P = P_c + 213*(BZ) + 0.24*(NH3) + 36*(NG)$$

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

P_c (fixed portion of formula) = US\$ 900 for bulk truck shipments
= US\$ 970 for 1000kg bag shipments

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 that is one month immediately prior to 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 from the month two months prior to the current month to the month immediately preceding 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 that is one month immediately prior to 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.

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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 between the Parties (collectively, "Purchase Orders"). Unless such provisions are expressly agreed to by both Parties in a writing signed by both Parties, any additional or conflicting terms and conditions contained on, attached to or referenced by Buyer's Purchase Orders, or other prior or later communication between both Parties, shall have no effect on the purchase of any such Product by Buyer from INVISTA and are expressly rejected.

2. **TITLE AND RISK OF LOSS.** All Product shall be shipped DAP Buyer's Facility in accordance with the Incoterm® 2010 listed in the Sales Agreement. Title of the Product will transfer from Seller to Buyer as Product passes the final flange of truck into Buyer's facility. 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 (i) 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. If any Product is rejected, Buyer shall pay all taxes, duties, tariffs, consular fees, levies, penalties or other charges resulting from failure to re-export Product from the country of destination within such time limits as may be prescribed by Law.

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 has actual knowledge that 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, Buyer shall defend, indemnify and hold INVISTA, 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 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.

(b) 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.

(c) 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) For all deliveries under this Agreement, Seller or Seller's agents are responsible for offloading bulk deliveries of Product. If bulk deliveries of Product are not offloaded at the fault of the Buyer, as determined by INVISTA, Buyer will be held responsible. If bulk deliveries of Product are not offloaded at the fault of the Seller, as determined by INVISTA, Seller will be held responsible.

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, 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 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.

7. **UNLOADING AND CONTAINERS.** Buyer will not directly or indirectly cause delays related to transportation equipment 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, if any, freight collect.

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) proven measurement confirming such error more than ten (10) days after delivery, 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. Buyer specifically acknowledges and agrees that it must test the compatibility of any fiber Products prior to any Use of fiber Products if the fiber merge number or other identifier differs from that designated in previous shipments. 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 Buyer's receipt of INVISTA's accurate 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.

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(c) Reserved. (d) Notwithstanding the foregoing, if INVISTA determines, in its sole reasonable discretion, that the creditworthiness or future performance of Buyer is impaired or unsatisfactory, INVISTA may require Performance Assurance at least three (3) business days prior to a scheduled Product shipment. If such Performance Assurance is not provided, INVISTA may require prepayment by wire transfer of immediately available funds at least three (3) business days prior to a scheduled Product shipment. If neither Performance Assurance nor prepayment is provided as required above, Buyer hereby waives written notice of any such action. "Performance Assurance" means collateral in the form of either cash, letter(s) of credit, or guaranty. (e) Both Parties reserve the right, at any time, to Set-off against any amount that is owed to it under the Agreement. "Set-off" means set-off, offset, combination of accounts, netting of dollar amounts of monetary obligations, right of retention or withholding or similar right to which each Party is entitled (whether arising under the Agreement, applicable Law, or otherwise) that is exercised by both 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.

(a) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS 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 SUCH PARTY'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.

(b) 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) a Seller shall not have received a payment due from Buyer hereunder by the date such payment is due under the Agreement as determined by the Seller, and such failure shall remain uncured for a period of five (5) days; (ii) the failure of either Party to perform any other obligation in the Agreement and such failure is not excused or cured within ten (10) days after written notice thereof; (iii) the occurrence of a Bankruptcy Event; (iv) the failure of Buyer to timely provide prepayment or Performance Assurance as set forth in Section 10(d) above; or (v) 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 the non-defaulting Party, in its sole discretion and upon prior written notice to the defaulting Party, may do any one or more of the following: (a) suspend performance under the Agreement; (b) cancel the Agreement whereby any and all obligations of the defaulting Party, including payments or deliveries due, will, at the option of the non-defaulting Party, become immediately due and payable or deliverable, as applicable; and/or (c) Set-off against any amount that non-defaulting Party owes to the defaulting Party under the Agreement. "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. 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.

16. CONFIDENTIALITY. Each Party agrees to treat as confidential all information supplied by the other party, 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"). The receiving Party 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 its affiliates, and those of its employees necessary for the performance of the Agreement, unless prior written consent has been granted by the other Party 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.

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17. 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. INVISTA shall not knowingly in any manner, directly or indirectly, related to the Product relationship of Buyer and Seller in this Agreement, utilize or refer to Buyer's (or any Buyer affiliate's) name, logo or trademarks in any advertisements, sales promotions, press releases, releases to professional or trade publications, or in any other manner without Buyer's prior express written approval.

18. SUCCESSOR AND ASSIGNS. The Agreement binds and inures to the benefit of Buyer and INVISTA and their respective successors and permitted assigns. Neither Party may 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 the non-breaching Party, in addition to any other rights that it may have, to terminate the Agreement.

19. 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.

20. AMENDMENT. No salesperson is authorized to bind INVISTA; orders placed with a salesperson are not binding on INVISTA until confirmed in writing by INVISTA's authorized employee. 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.

21. 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.

22. 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.

23. 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.

24. MISCELLANEOUS. These Terms supercede 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 and upon reasonable advance written notice, to

audit those books and records solely to the extent necessary to verify compliance with the purchase obligations. No course of dealing, course of performance, or usage of trade shall be considered in the interpretation or enforcement of the Agreement.

[END OF TERMS]