

HMD PURCHASE AGREEMENT

This HMD PURCHASE AGREEMENT (this "Agreement") is entered into as of April 1, 2014 between:

INVISTA S.à r.l., a limited liability company incorporated in Luxembourg whose registered office is 4123 E. 37th St. N., Wichita, Kansas 67220, USA ("Seller");

and

SOLVAY SPECIALITY POLYMERS USA L.L.C., a limited liability company incorporated in Delaware whose registered address is 4500 McGinnis Ferry Road, Alpharetta, Georgia 30005 USA ("Buyer").

Seller and Buyer are each, hereinafter, individually referred to as a "Party" and collectively as the "Parties."

1. Product; Changes to Specifications.

- (a) Product. The product ("Product") purchased by Buyer and sold by Seller under this Agreement is anhydrous hexamethylenediamine ("HMD") conforming to the specifications set forth in Exhibit A (the "Specifications") and Buyer's internal manufacturing specifications.

PRODUCT DESCRIPTION	Solvay J-Code Designation
Hexamethylenediamine 90% Specifications per <u>Exhibit A</u> attached hereto and made a part hereof	J-297

- (b) Changes to Specifications. Seller agrees to give Buyer at least twelve (12) months' notice in the event Seller changes raw materials or process to produce Product and that such change impacts the Specifications. If Seller changes raw material or process that impact the Specifications, Seller will notify Buyer of such change and provide a sample representation of the changed Product. Buyer will review these changes and shall then inform Seller whether such changes are acceptable. If not, Buyer shall have the option to terminate this Agreement with ninety (90) days prior written notice.

2. Term.

- (a) Initial Term. This Agreement shall be effective as of April 1, 2014 and continue in full force and effect until and including March 31, 2017 (the "Initial Term"), unless extended in accordance with Section 2(b) below.
- (b) Extension Terms. The Initial Term may be extended by agreement of the Parties for subsequent periods of three (3) year terms (each an "Extension Term"), the first of which

would commence on April 1, 2017 and expire on March 31, 2020 (unless terminated as per Section 6(c)). To exercise the option of extending the Agreement beyond the Initial Term, either Party may provide written notice (the “Extension Notice”) to the other Party of its desire to extend the Agreement, which Extension Notice must be delivered to the other Party no later than twelve (12) months from the expiration of the then current Term. The Party receiving the Extension Notice shall have ninety (90) days after its receipt of the Extension Notice to confirm in writing the extension. If the receiving Party fails to respond in writing to the Extension Notice within the ninety (90) day period, then the Initial Term shall not be extended. Likewise, if neither Party provides an Extension Notice to the other Party in the time allotted for such Extension Notice, then the Initial Term shall not be extended. If both Parties provide an Extension Notice, then the Initial Term shall be extended, and no confirmation of the Extension Notices will be necessary.

3. Purchase and Sale; Quantity.

- (a) Minimum Purchase Quantity. Buyer shall purchase and take from Seller, and Seller shall sell and deliver to Buyer, a minimum of 65% of Buyer’s total annual requirement for the HMD during each Contract Year (as defined below).
- (b) Maximum Sale Quantity. Seller shall only be obligated to sell and deliver to Buyer up to a maximum of the following amount during each Contract Year.

Contract Year	Start Date	Metric Tonnage (“ <u>MT</u> ”)
1	April 1, 2014	7,000
2	April 1, 2015	7,600
3	April 1, 2016	8,200

“Contract Year” means the twelve month period beginning on April 1 of each calendar year and ending on March 31 of the following calendar year.

4. Product Purchase Orders.

- (a) Seller Product Purchase Orders. Seller will only consider written Product purchase orders issued by Buyer.
- (b) Product Purchase Order Confirmation. No Product purchase order issued by Buyer to Seller shall be binding on, or create any obligation on the part of Seller, unless and until Seller has expressly accepted the purchase order by written confirmation to Buyer.

5. Estimated Volume; Forecasting.

- (a) Estimated Volume for Contract Year commencing on April 1, 2014. Buyer’s total forecasted requirement for the Contract Year commencing on April 1, 2014 is 7,650 MT. This estimate is for planning purposes only. Buyer assumes no obligation to purchase any quantity under this Agreement beyond the Minimum Purchase Quantity specified under Section 3(a).

- (b) Forecasts. Buyer shall give Seller by each November 15th a non-binding written forecast of Buyer's estimated requirements for the calendar year following such notification date. Buyer shall also provide a non-binding three month rolling forecast of requirements by the 15th of each month. By the 15th of each month, Buyer shall place a firm order for the following month's purchase volume of Product expressed as a number of railcars, at all times consistent with the provisions of Section 4. The ordered volume is firm to within +/- one railcar per month. In the event that Buyer fails to purchase a quantity of Product in any month that totals at least the firm order amount applicable for such month less one railcar, (a "Purchase Shortfall"), then in the immediately following month Buyer shall purchase from Seller a minimum quantity of Product equal to the Purchase Shortfall as a part of, and not in addition to, the quantity of Product shipped by Seller in the month following the month in which Buyer incurs the Purchase Shortfall. Seller shall invoice Buyer for the quantity of Product comprising the Purchase Shortfall using the Price calculated for the month in which the Purchase Shortfall quantity was actually ordered by Buyer. The purchase by Buyer of the Purchase Shortfall quantity at the foregoing Price shall be Seller's sole and exclusive remedy related to any Purchase Shortfall. The exception will be in the event of an unplanned shutdown of greater than three (3) days at the Buyer's facility. Buyer shall provide prompt notification to Seller of any unplanned shutdown and the anticipated duration of such unplanned shutdown.

6. Price.

- (a) Price Formula. The price of the Product (the "Price") shall be fixed from April 1, 2014 to December 31, 2014 at \$2,570/MT – on a dry basis for volumes up to 5,000 MT. By September 30, 2014, Seller shall evaluate the possibility to extend the fixed Price above to include the period January 1, 2015 through March 31, 2015. If Seller cannot extend such fixed Price for the aforesaid period, it shall propose a new fixed Price and Buyer shall have the option to choose between the new fixed Price or the following dry basis formula per MT for the period from January 1, 2015 through March 31, 2015. From April 1, 2015, the Price of the Product shall be calculated on the following dry basis formula per MT.

$$\text{\$1260} + (\text{BD} * .55) + (\text{AM} * 0.46) + (\text{NG} * 55) + \text{C3 Factor}$$

Where:

BD = The North American Butadiene Contract price, as published in the IHS Chemical Market Advisory Services Market Reports "Global C4 & Elastomers Market Advisory Service", applicable issue "Market Report" under the heading "Product Prices", "Crude C4s & Butadiene", "Butadiene, Contract", "N. America" for the month that is one month immediately previous to the month Product is purchased and the title passes, expressed USD (\$) per MT. If more than one price is published in any month, the Butadiene price for that month will be the arithmetic average of the published prices for the month, unrounded.

AM = The monthly average, unrounded, of the weekly Tampa ammonia prices, for the month that is one month immediately previous to the month Product is purchased and the title passes, for each week that falls within the relevant calendar month, as published in the weekly FERTECON AMMONIA REPORT, under the headings, "FERTECON PRICE SERVICE", "AMMONIA PRICE INDICATIONS", "Delivered prices", "US Gulf/Tampa - Tampa," expressed in US\$ per MT for anhydrous ammonia. If a range of

prices is published for a given week, then an arithmetic average of the low and high prices (unrounded) shall be used. If a price is not published for a given week within the relevant calendar month then the previous week's price shall be used.

NG = The price, unrounded, of natural gas expressed in USD per MMBtu for the month that is one month immediately previous to the month Product is purchased and the title passes, as reported by Intercontinental Exchange®, Inc. ("ICE") as the "ICE Month Ahead Natural Gas Price Report" on the web site: <https://www.theice.com/marketdata/reportcenter/reports.htm>, by selecting "Indices" in the "Category" box, "ICE OTC" in the "Market" box, "North American Natural Gas" in the "Report" box, "Month Ahead Index" and "Houston Ship Channel-Houston Pipe Line Pool" in the "Hub" box. If more than one price is published in any month, the price for that month will be the arithmetic average of the published prices for the month, unrounded.

C3 Factor- IF: $2 * C3 > BD > 1.25 * C3$, THEN C3 FACTOR=0

IF: $BD < 1.25 * C3$, THEN C3 FACTOR = $[(1.25 * C3) - BD] * 0.55$

IF: $BD > 2 * C3$, THEN C3 FACTOR = $[(2 * C3) - BD] * 0.55$

C3 = The unrounded published price of US Contract Propylene, as published in the IHS Chemical Market Advisory Services "Database Services", "Prices and Economics", by selecting "Propylene", then "Propylene Chemical Grade – Contract Benchmark – North America – Cents/pound – Delivered United States", converted to USD (\$) per MT by multiplying by 22.04623, unrounded, for the month that is one month immediately previous to the month when Product is delivered. If more than one price is published in any month, the price for that month will be the unrounded arithmetic average of the published prices.

- (b) Price Decrease. Seller may decrease the Price for Product at any time. Any decreases in Price shall become effective immediately upon notification of such decrease and apply to all shipments of Products to be made thereafter.
- (c) Price Increase. Without prejudice to the provisions under Section 6(a), at Seller's option, the base Price of \$1,260/MT may be increased by up to \$100/MT for the Contract Year beginning April 1, 2016 and for each year of any three year renewal during the Extension Term, by giving Buyer written notice of such increase prior to May 1, 2015. If Buyer and Seller are not able to agree upon the nominated Price increase or another base Price increase amount not to exceed \$100/MT, Buyer may terminate this contract, effective March 31, 2016 by giving Seller written termination notice prior to July 1, 2015.
- (d) Contract Rebate. Unless the Agreement is earlier terminated, for the Contract Year beginning April 1, 2015 and ending March 31, 2016, Seller will provide a rebate of \$150/MT for all Products purchased and paid for by Buyer, in excess of 6,500 MT; for the Contract Year beginning April 1, 2016 and ending March 31, 2017, Seller will provide a rebate of \$150/MT for all Products purchased and paid for by Buyer, in excess of 6,800 MT. The rebate will be paid by Seller via a credit invoice to Buyer to be issued no later than May 31, 2016 for Contract Year 2 and May 31, 2017 for Contract Year 3. The rebate will also extend for each year commencing on April 1 and ending on March 31 of the subsequent year during any Extension Term, whereby Seller will provide a

rebate of \$150/MT for all Products purchased and paid for by Buyer, in excess of 6,800 MT during the period.

(e) Indices.

- (i) Changes to Indices. For any components of a Product Price under the Agreement that are based upon a published index or published quote, or are revised based upon a change to a published index or published quote, if such index or quote ceases to be published (either temporarily or permanently). The Parties shall meet promptly after the date of such notice (in any event not later than fifteen (15) days after the date of the notice) to discuss and attempt to agree upon such an alternative means of ascertaining the appropriate adjustment to Product Price. If the Parties fail to agree on the appropriate adjustment to Product Price within thirty (30) days of the date of the original notice, then the Price for Product sold thereafter will be calculated, effective as of the expiration of the thirty (30) day period, based upon Seller's actual monthly costs as determined by Seller for the component covered by such published index unless and until an alternate means of adjustment is agreed upon in writing by the Parties.
- (ii) Retroactive Changes to Indices. If, within twelve (12) months from the date of any payment of the Product Price under the terms of the Agreement that is based on a published index or published quote (x) such index or quote on which the Product Price was based is retroactively revised by the person publishing such index or quote, or (y) such publishing person notes an error in the published index or quote used to calculate the Product Price and corrects such error, then the Party that would benefit from the revised or corrected index or quote shall have the right to provide written notice to the other Party of such revision or correction and to recalculate the Product Price based on the revised or corrected published index or quote. Following such notice and confirmation of the corrected published index or quote, the Parties shall, within thirty (30) days, make the appropriate refund, credit, offset or payment of the difference between the Product Price as originally calculated and the recalculated Price based on the revised or corrected published index or quote.

7. Delivery Terms; Title.

- (a) Risk of loss. Risk of loss of all Products delivered hereunder will pass to Buyer upon Seller's delivery to Buyer's facility. Once a railcar is spotted at the Buyer's facility, Buyer shall solely bear all risk of loss or contamination of the Product and Seller will be entitled to invoice Buyer for such loss or contamination.
- (b) Delivery Point. All Product sold and delivered under this Agreement shall be delivered in railcars DAP (Incoterms® 2010) to Buyer's facility in Augusta, Georgia in transportation equipment owned, furnished or controlled by Seller.
- (c) Delivery. Seller shall use reasonable commercial efforts to deliver Product in accordance with Buyer's requested delivery dates and shall, at minimum, deliver Product ratably per the firm order submitted by Buyer under Section 4 of this Agreement. Buyer shall use all reasonable efforts to provide Seller with at least three (3) weeks prior notice of delivery date in reasonably uniform monthly quantities and shall also use reasonable efforts to notify Seller of any substantial change in the requirements pattern.

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- (d) Railcars. Buyer shall return railcars, freight collect unless otherwise agreed upon by Seller in writing. After unloading the railcars, Buyer shall promptly return the railcars to Seller.
- (e) Passage of Title. Title to all Products delivered under this Agreement shall pass from Seller to Buyer upon Product passing the last fixed flange on the railcar.
- (f) Identification Marks. Seller shall provide the following information on each bill of lading for each railcar of Product shipped to Buyer:
 - (i) Purchase Order Number;
 - (ii) The "J Code" designated by Solvay for the Product covered by this agreement;
 - (iii) Hazard Communication Labels meeting NFPA 704 Standards;
 - (iv) Product Name;
 - (v) Manufacturer's Lot Number; and
 - (vi) Net weight.
- (g) MSDS Sheet. Seller shall provide to Buyer an up to date Material Safety Data Sheet (MSDS) prior to delivery of all Products.

8. Consignment.

- (a) Consigned Product. At all times during the Initial Term and the Extension Term (if applicable), Seller shall maintain a minimum consignment stock of between three (3) and six (6) railcars of Products at Buyer's facility. Buyer shall ensure that such Products are segregated from Buyer's other products or third parties' products on consignment. Seller's railcars shall be removed from consignment on a first in, first out basis.
- (b) Notice of Use. Buyer shall notify Seller of the inventory level of Product on consignment in writing immediately and not later than twenty-four (24) hours after Buyer has unloaded such Product from any railcar that Seller maintains at Buyer's facility according to Section 8(a).
- (c) Title to Consigned Product. Title to Product on consignment shall remain with Seller, and Buyer shall have no interest, whether legal or equitable, in such Product on consignment until such Product on consignment is purchased by Buyer pursuant to Section 7(e), at which time title shall pass to Buyer.
- (d) Storage of Consigned Goods.
 - (i) Buyer shall furnish and maintain a suitable place for the storage of Product so that Product will be protected against depreciation or deterioration.
 - (ii) Buyer shall, at all times hereunder, keep Product free of all taxes, liens, encumbrances and security interests.

- (iii) While Products are in storage at Buyer's facility, Buyer shall assume the risk of loss or damage, to the extent such loss or damage is the result of any cause other than a willful or grossly negligent act or omission of Seller, its agents, employees or representatives. Products on consignment will be considered to be "in storage" at Buyer's facility from the time of delivery until such time as they are purchased by Buyer pursuant to the Agreement.
- (iv) Buyer shall comply with all Laws of federal, state, municipal and other government authorities in the handling, storage, transportation or disposal of Products on consignment.
- (v) Buyer shall provide a certificate of insurance to Seller evidencing insurance for all risks of physical loss or damage to Products on consignment. Seller shall be named an additional insured and a loss payee with respect to such Products.
- (vi) Buyer shall keep appropriate records of all Products located at its facility. The foregoing records, Products and Buyer's nonproprietary area of the facility where the Products are located shall be subject to inspection and audit by Seller during Buyer's ordinary business hours at such times as are mutually acceptable to Buyer and Seller upon two (2) weeks advance notice given by Seller to Buyer. Buyer shall be liable, at Seller's Price in effect at the time of the audit, for all risks of physical loss or damage to Products on consignment, whether due to theft, conversion, flood, tornado, or any other cause, similar or otherwise, and whether or not arising out of Buyer's negligence, except to the extent caused by any willful or grossly negligent act or omission of Seller, its agents, employees or representatives.

9. Measurement, Certificate of Analysis.

- (a) Measurement. Product quantities shall be determined by Seller's measurement equipment at Seller's facility, unless proven to be in error. Product quality shall be governed by a sample of Product taken by Seller at Seller's designated shipping point. Seller and Buyer shall use certified scales for all weights.
- (b) Heels.
 - (i) Seller shall invoice Buyer against the weight shown on bill of lading for each railcar delivered to Buyer.
 - (ii) On a monthly basis, a summary credit or debit invoice shall be issued for railcar heels. The summary invoice shall be created for each railcar delivered during the previous month by multiplying the Adjusted Weight (as defined below) by 0.9 and by the unit price of Product during the previous month in order to determine the credit/debit amount for each railcar. Positive dollar summary amounts shall be issued as debit invoices by Seller. Negative dollar summary amounts shall be issued as credit invoices by Seller. The summary credit or debit memo will be issued within ten (10) business days of the monthly heels report each month, such heels report to be issued by Buyer by the 10th day of the month.

For purposes of determining the weight for a credit or debit invoice, the Seller's bill of lading weight is subtracted from Buyer's offloaded weight and then adjusted as follows (the "Adjusted Weight"):

- (1) If the resulting amount is a negative number, indicating a credit to Buyer, the credit amount shall be reduced by 0.1 MT to determine the credit amount to Buyer. Such reduction shall not result in a debit amount to Buyer.
- (2) If the resulting amount is a positive number, indicating a debit to Buyer, the debit amount shall not be reduced by 0.1 MT for determination of the debit to Buyer.

EXAMPLE:

- Seller solution weight is 80 tons for all railcars.
- 3 railcars shipped in the month of August.
- August price is \$2570/ton.

Railcar #1: Buyer offload amount is 78 tons.

Heels calculation railcar #1: $((78 - 80) + 0.1) * 0.9 * \$2570/\text{ton} = \$-4395$ [a credit amount]

Railcar #2: Buyer offload amount is 82 tons.

Heels calculation railcar #2: $(82 - 80) * 0.9 * \$2570 = \4626 [a debit amount]

Railcar #3: Buyer offload amount is 79.9 tons.

Heels calculation railcar #3: $((79.9 - 80) + 0.1) * 0.9 * \$2570/\text{ton} = \$0$ [no credit or debit amount]

TOTAL SUMMARY INVOICE: A debit invoice in the amount of \$231 for August heels to be issues by INVISTA by September 20 based on the heels report submitted by Solvay by September 10.

- (iii) The maximum weight discrepancy (Seller's bill of lading weight subtracted from Buyer's offloaded weight) of any individual railcar shall be 1.500 MT. For weight discrepancies over this amount, a railcar problem report shall be issued to Seller, an investigation of the discrepancy shall occur and the discrepancy will be reconciled separately from the monthly heels reconciliation.
- (c) Certificate of Analysis. Seller shall, prior to or with each shipment, provide a Certificate of Analysis ("COA") with each railcar of Product shipped that shall meet the Specifications as set forth in Exhibit A. The COA shall also list the test results for all properties listed in this raw material specification sheet along with the Manufacturer Lot Number, Solvay Specialty Polymers USA LLC Specification Code (J297), and Purchase Order Number. Seller warrants that the Products sold hereunder conform to the Specifications. Any non-conforming Product is subject to return and full refund within

thirty (30) days of receipt and prior to use. Seller shall promptly address all HSE issues. Seller and Buyer will meet annually with the purpose to collaborate for continuous improvements for production and logistics.

10. Product Stewardship; Responsible Care.

- (a) 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 this Agreement and assumes the responsibility of advising those of its employees, agents, contractors, and customers, where applicable, in connection with such known 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. Upon provision of a MSDS by Seller for Product, Buyer shall advise all of its employees, agents, contractors and customers, where applicable, who will Use the Product of the MSDS, and any supplementary MSDS or written warnings that it may receive from Seller from time-to-time. In addition, if Buyer believes or has reason to believe the MSDS or other information provided to Buyer by Seller is inaccurate or in any way insufficient for any purpose, Buyer will immediately notify Seller of the same, and provide Seller a reasonable opportunity to supplement or correct the information.
- (b) Responsible Care. Seller and Buyer agree to work together towards the goal of safe storage, handling, distribution, use and disposal of the Products. Seller and Buyer also agree that they and their employees, agents and contractors will handle the Products in a safe and appropriate manner. Seller and Buyer will adequately train all of their employees, agents and contractors with respect to the use and handling of Product and Buyer promptly will notify Seller in the event of any reportable spills/releases of Product.
- (c) REACH Information. Upon written request of Buyer, Seller shall as soon as practicable provide Buyer with the information reasonably necessary to Buyer relating to the substances, materials or products supplied under the Agreement to procure Buyer’s compliance under the Registration, Evaluation, Authorization and Restriction of Chemicals Regulation and the Classification, Labelling and Packaging Regulation. Seller may request Buyer to enter into a separate confidentiality agreement relating to the information that Seller provides under this Section 10(c).

- 11. Termination Due to Default.** Upon the occurrence of any of the following events (each an event of “Default” and the Party committing such Default, the “Defaulting Party” and the party claiming the Default, the “Non-Defaulting Party”): (i) Seller has not received a payment from Buyer hereunder by the due date under this Agreement, and such failure remains uncured for a period of ten (10) business days after its receipt of written notice from Seller; (ii) the failure of a Party to perform any other obligation in the Agreement and such failure is not excused or cured within ten (10) business days after written notice thereof; or (iii) a Bankruptcy Event, then the Non-Defaulting Party, in its sole discretion and without prior notice to Defaulting Party, may do any one or more of the following: (x) suspend performance under the Agreement; and/or (y) 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. In addition, Non-Defaulting Party shall be entitled to recover from the Defaulting Party all court costs, attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with the Defaulting Party’s default, and interest on past due amounts at the rate specified in Section 13(c) hereof.

“Bankruptcy Event” means the occurrence of any of the following events with respect to a Party 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; (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.

12. Invoicing and Payment.

- (a) Invoices. Seller shall issue one consolidated invoice each calendar month for Product delivered during the preceding calendar month. The monthly consolidated invoice to Buyer will contain the individual purchase order number and is to be e-mailed in PDF format, one invoice per PDF file, to the following address: hn.shared.services-sit@solvay.com

The status of each invoice can be tracked using the following link: <http://www.3ssolvaysharedservices.com/EN/SuppliersInquiry/InvoiceStatus.aspx> and entering Seller’s invoice number and Buyer’s PO number.

- (b) Payment. Buyer shall pay each monthly consolidated invoice (or undisputed part thereof) within thirty (30) days after the receipt thereof to Seller’s designated bank account via the Automatic Clearing House (ACH) network.
- (c) Performance Assurances. If Seller determines, in its commercially reasonable discretion, that the creditworthiness or future performance of Buyer is impaired or unsatisfactory, Seller may require Performance Assurance up to a maximum of prepayment by wire transfer of immediately available funds at scheduled unloading of Product. "Performance Assurance" means collateral in the form of either cash, letter(s) of credit, guaranty, or other security acceptable to Seller in its sole discretion. Buyer will have ten (10) business days to challenge Seller’s decision and present information intended to change Seller’s point of view on Buyer’s creditworthiness. If payment terms are modified by Seller in a way less favorable to Buyer than the terms in Section 12 (b), Buyer may provide written notice of Agreement termination effective in sixty (60) days. The termination of this Agreement will not relieve either Party of any liabilities they incurred prior to such termination. If Buyer accepts Performance Assurance, and creditworthiness and performance levels revert to satisfactory levels, as determined by Seller in its commercially reasonable discretion, payment terms will revert to those stated in Section 12 (b).

- 13. Taxes.** Unless otherwise agreed in the Agreement, all taxes, duties, and surcharges incurred in connection with this Agreement that are imposed on the business activities before “delivery” shall be borne by Seller whereas those imposed after “delivery” shall be borne by Buyer.

14. Compliance with Laws.

- (a) Compliance with Laws. The Parties shall 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 performance of this Agreement and all Laws covering the sale of Products supplied hereunder.

- (b) Compliance with Laws after Delivery. Buyer shall be solely responsible for compliance with all Laws applicable to the Product once the Product has been delivered by Seller to Buyer's facility in accordance with this Agreement, including, without limitation, those related to operations, safety, maintenance, equipment, size and capacity, and pollution prevention.
- (c) Licenses or Consents. If any license or consent of any government or other authority is required for the use of Product by Buyer, Buyer shall obtain the same at its expense.
- (d) Trade Sanctions. Without limiting the generality of Section 15(a), with respect to the Products purchased hereunder, Buyer shall comply with all Laws that restrict the sale, supply or delivery of products to any destination, country, government, entity or other person subject to export controls or economic sanctions (including, without limitation, the country or government of Iran, Cuba, North Korea, Syria or Sudan) (collectively, "Sanctioned Persons"). In particular, (i) Buyer confirms that Product is not intended to its knowledge or with reason to know (A) for supply to any Sanctioned Persons, (B) for use in the production of goods to be directly or indirectly supplied exclusively or predominantly to any Sanctioned Persons, or (C) for any other purpose in violation of any U.S. export control or economic sanctions laws such as those set forth in 31 U.S. Code of Federal Regulations, Subtitle B, Chapter V or 15 U.S. Code of Federal Regulations Parts 730-774; and (ii) Buyer shall not, directly or indirectly sell, supply or deliver Product to (A) any person or entity that is subject to any U.S. or United Nations economic sanctions or otherwise embargoed, as reflected in various lists of restricted persons (including, without limitation, the list of Specially Designated Nationals maintained by the U.S. Office of Foreign Assets Control), or (B) any destination, country, government, entity or other person subject to export controls or economic sanctions by the U.S. government or by the United Nations (including, without limitation, any Sanctioned Persons).

15. **Seller's Limited Warranty.** Seller warrants only, at the time of delivery, that (a) the Product shall conform to the Specifications, (b) Seller shall deliver to Buyer good title to the Product, and (c) the Product shall be delivered free of liens or encumbrances. EXCEPT AS SET FORTH IN THIS SECTION 16 AND TO THE FULLEST EXTENT PERMITTED BY LAWS, SELLER 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.

16. **LIMITATION OF LIABILITY AND LIMITED REMEDIES.**

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST OR PROSPECTIVE PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST EARNINGS, LOST PROFITS, BUSINESS INTERRUPTION, OR INCIDENTAL AND CONSEQUENTIAL DAMAGES, WHETHER OR NOT BASED UPON NEGLIGENCE, BREACH OF

WARRANTY, STRICT LIABILITY, IN TORT OR ANY OTHER CAUSE OF ACTION WHATSOEVER. 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 against Seller for any cause of action under this Agreement, including, without limitation, for delivery of non-conforming Product or for failure to deliver or late delivery of Product, is, at Seller's option limited to (a) replacement of the non-conforming Product with a Product which conforms to the Specifications; or (b) refund to Buyer the Price actually paid to Seller with respect to the non-conforming Product (including shipping costs paid by Company), and Seller will be responsible for shipping costs related to the return of non-conforming Product. In no event shall Seller's cumulative liability exceed the Price of Product sold which was the direct cause of the alleged loss, damage or injury, except for such shipping costs related to the return of non-conforming Product. 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.

17. **Indemnities for Third Party Claims.** Subject to Section 16, each Party shall defend, indemnify and hold harmless the other Party, the other Party's affiliates and their respective employees, officers, directors and stockholders 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 which may arise from the breach, negligence or misconduct of the indemnifying Party in connection with the indemnifying Party's performance of this Agreement.

18. **Excused Performance.**

- (a) **Force Majeure.** Each Party will be excused from its performance under this Agreement (except Buyer's payment obligations) if its 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 such Party for manufacturing, handling or delivering of Product, or internally produced intermediates used by such Party in the manufacturing or processing of any of Product, plant shutdowns, any necessity not to 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, such Party shall notify the other Party of the circumstances and consequences claimed and shall use reasonable means to remove the causes in question. In the event of a *force majeure*, neither Party shall not be obligated to settle any demands of, or disputes with, laborers; nor shall either Party be excused from paying monies due or complying with credit terms under this Agreement. Quantities affected by *force majeure* shall be deleted from this Agreement, but this Agreement shall otherwise continue in full force and effect for the terms set forth in this Agreement. In periods of shortage of Product due to *force majeure*, Seller may apportion any reduced quantity of

Product among itself and its customers and affiliates in an equitable manner. Seller shall not be required to acquire Product to replenish any shortfall in Product arising as a result of a *force majeure*. If Seller acquires any quantity of Product following a *force majeure*, Seller may use or distribute, without apportioning, such Product at its sole discretion. Notwithstanding the foregoing, any quantity of Product Seller acquires and distributes to any non-affiliated customers shall be equitably apportioned to all of Seller's non-affiliated customers. Under no circumstances shall Seller be obligated to obtain Product for delivery hereunder except from its designated sources of supply, or if none is so designated by Seller, from its usual, customary and/or most recent sources of supply.

- (b) Commercial Impracticability. Both Seller and Buyer may suspend performance and/or terminate the Agreement, in whole or in part, without liability, if for any reason, Seller or Buyer shuts down the unit(s), or the manufacturing facility at which Product (or the feedstock for the Product) is made or consumed upon twelve (12) months prior written notice, or if a change in circumstances (whether foreseeable or unforeseeable) causes Seller or Buyer to incur a loss on a full cost basis at any time on the sale or consumption of Product hereunder from the unit or the manufacturing facility.
- (c) Adverse Impact of Law. All of the terms and provisions of this Agreement are subject to applicable Laws. If, at any time after the date of this Agreement, any such Law should be amended or proposed to be amended or if new Laws are enacted or proposed to be enacted that would have an adverse economic impact upon either Party (including, as examples and without limitation, Laws that would require either Party to install anti-pollution equipment, to purchase credits under any cap and trade program or regulations or in any way alter any manufacturing facility or any part of the facilities or the use of the facilities that are a part of the manufacturing facility) (an "Adverse Law Impact"), then the Party subject to the Adverse Law Impact may request discussions to amend this Agreement to relieve such Adverse Law Impact (but only to the extent of the Adverse Law Impact). The Party requesting the discussions shall provide to the other Party reasonable detail of the circumstances, consequences and extent of the Adverse Law Impact. If the Parties do not mutually agree on an amendment within sixty (60) days, then the Party subject to the Adverse Law Impact may terminate this Agreement upon written notice to the other Party.

- 19. **Confidentiality.** Buyer and Seller shall treat as confidential all Product pricing, sales data and specifications (the "Confidential Information"), and shall (i) keep the Confidential Information confidential and not disclose it to any third party, (ii) use Confidential Information only as necessary for the performance of this Agreement, and (iii) limit the disclosure of the Confidential Information to those of its employees necessary for the performance of this Agreement, unless prior written consent has been granted by the Buyer or Seller to permit other use or disclosure. To the extent that Buyer and Seller maintain the confidentiality of the Confidential Information and for the duration of this Agreement, Seller nor Buyer will not disclose to any person (except for its affiliates, employees, auditors, attorneys or other representatives, or as may be required as a matter of law, rule, regulation, or legal or administrative proceeding) Buyer's Product pricing and volumes under this Agreement.
- 20. **Patent Representation.** To Seller's knowledge, the Product that Seller supplies to Buyer does not infringe the valid patent rights of any third party. Seller shall defend, indemnify and hold harmless Buyer and Buyer's affiliates, contractors, agents, resellers, and customers from and against any and all claims, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including reasonable attorneys' fees and

expenses) and costs incurred because of the actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right of a third party arising out of or in connection with the Product in the form delivered to the Buyer hereunder, provided that: (a) Buyer shall notify Seller as soon as reasonably possible after Buyer receives notice of any such claim; (b) Seller shall have the right to direct the defense and approve settlement; and (c) Buyer shall reasonably cooperate with Seller in the defense of any claim.

21. **Trademarks.** Except as may be contained in a separate trademark license, the sale of Product (even if accompanied by documents using a trade mark or trade name) does not convey a license, express or implied, to use any trademark or trade name and Buyer shall not use a trade mark or trade name of Seller's in connection with the Product.
22. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, either party may assign this agreement to an affiliated or subsidiary company, or to a company growing out of a consolidation of or acquisition by or merger with that party, or to a company or entity acquiring the majority of that party's assets related to the production or consumption of Product. This Agreement shall inure to the benefit of and be binding upon the successors and, if properly assigned, the assigns of both Parties.
23. **Governing Law and Venue for Disputes.** This Agreement shall be governed by and construed according to the laws of the State of Delaware, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction. 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 the Parties relating to this Agreement shall be commenced and maintained exclusively in Wilmington, Delaware and each Party submits itself unconditionally and irrevocably to the personal jurisdiction of the state courts of Delaware.
24. **Amendment.** Neither Party shall claim any amendment, modification or release of any provisions hereof unless the same is in writing and such writing: (a) specifically refers to this Agreement; (b) specifically identifies the terms amended; and (c) is signed by duly authorized representatives of Seller and Buyer. No statements or agreements, oral or written, not contained herein, or in a future amendment hereto executed by both Parties, shall vary or modify the terms hereof. All technical advice, services and recommendations by Seller are intended for use by persons having skill and know-how, and are accepted by Buyer at its own risk and Seller assumes no responsibility for results obtained or damages incurred from their use.
25. **Independent Contractors.** Seller 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 this Agreement or otherwise, and no fiduciary, trust or advisor relationship, nor any other relationship, imposing vicarious liability shall exist between the Parties under this Agreement or otherwise at Law.
26. **No Third Party Beneficiaries.** The Agreement is solely for the benefit of Seller 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.
27. **Notices.** All notices and other communications under this Agreement must be in writing and will be deemed duly given (a) on the date of delivery, if delivered personally or by electronic mail upon confirmation of receipt by the sending Party, or (b) on the second business day following the date of dispatch, if delivered by a recognized international next-day courier service. All

notices and other communications must be delivered as set forth below, or pursuant to any other instructions as may be designated in writing by the Party in accordance with this Section 28.

If to Seller, to:

INVISTA S.à r.l.

Attention: Kevin Kenaley
Phone: (302) 683-3072
Fax: N/A
Email: Kevin.L.Kenaley-1@invista.com

If to Buyer, to:

SOLVAY SPECIALITY POLYMERS USA
L.L.C.

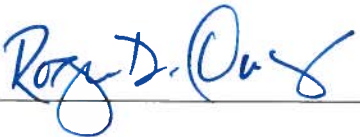
Attention: Sr. Buyer
Phone: (770) 772-8433
Fax: (770) 772-8460
Email: Karen.phillips@solway.com

- 28. Miscellaneous.** This Agreement, together with Exhibit A, attached hereto, constitutes the entire agreement between the Parties regarding the subject matter hereof. The terms and conditions contained in, or on the back of, any purchase order, order acknowledgment, invoice or other document issued by Buyer or Seller will not modify, alter, or change the terms of this Agreement. No modification or waiver of this Agreement will bind a Party unless it is in writing and signed by that Party. This Agreement supersedes any other agreement, understanding, or terms and conditions of previous dates. The captions and section headings set forth in this Agreement are for convenience only and may not be used in defining or construing any of the terms and conditions of this Agreement. Nor shall any course of dealing, course of performance, or usage of trade be considered in the interpretation or enforcement of this Agreement. Waiver by either Party of any breach of the terms and conditions contained herein shall not be construed as a waiver of any other or continuing breach. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of its other provisions.
- 29. Management Certification.** No more than once during a calendar year period, Seller may require Buyer to provide a certificate by a member of its senior management certifying that Buyer is meeting its minimum purchase requirements specified in Section 3(a).
- 30. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all which will constitute one and the same agreement. It is the express intent of Seller and Buyer to be bound by the exchange of signatures on this Agreement in the form of facsimile or the portable document format (PDF). A facsimile or other copy of a signature shall be deemed an original.

[Signature Page Follows]

The Parties hereto have executed and delivered this Agreement by their duly authorized representatives effective as of the date first written above.

**SOLVAY SPECIALITY POLYMERS USA
L.L.C.**

By: 
Print: ROGER D. OWENS
Title: EXECUTIVE VICE PRESIDENT
DIRECTOR, SUPPLY CHAIN
Date: AUGUST 14, 2014

INVISTA S.à r.l.


By: 
Print: BILL Greenfield
Title: PRESIDENT, INVISTA INTERMEDIATES
Authorized Signatory
Date: 8/19/2014

Exhibit A

Specifications

Solvay Advanced Polymers Specification J297

RAW MATERIAL:

CHEM ABSTRACT CODE (CAS) #: 124-09-4 (Hexamethylenediamine)

ITEM #	PROPERTY	LIMITS	TEST METHOD
1	Concentration (in water) Wt%	88.00 – 92.00	Per COA
2	Total Volatile Bases (Ammonia, Imines; Hydrolyzable Nitrogen) mpm	23 Max	Per COA
3	Polargraphically Reducible Impurities (PRI) mpm	20 Max	Per COA
4	1,2 Diaminocyclohexane (DCH) mpm	10 Max	Per COA
5	2-Aminomethylcyclopentamethylamine (AMC) mpm	45 Max	Per COA
6	2-Methylpentamethylenediamine mpm	25 Max	Per COA
7	Color APHA	4	Per COA