

1. **Governing Terms:** All sales of the Product(s) by Seller to Buyer are governed by these Terms and Conditions of Sale, and made expressly conditioned upon Buyer's acceptance of and compliance with these Terms and Conditions. Any and all terms and conditions (including any which may be delivered by Buyer with any purchase order) which are different or inconsistent with these Terms and Conditions are rejected unless expressly agreed to by Seller in writing. No modification of these Terms and Conditions shall be binding or enforceable unless expressly agreed to by Seller in writing. Buyer's purchase and/or acceptance of the Product(s) constitutes Buyer's unconditional acceptance of these Terms and Conditions.

2. **Purchases:** All sales of the Product(s) and/or price quotations by Seller to Buyer are made on the basis of FCA (Seller's premises)(INCOTERMS 2000) and shall be binding upon Seller only when accepted and approved in writing by Seller or upon Seller's issuance of an order confirmation. Unless a specific number of days is expressly agreed to by Seller in writing, Buyer shall provide Seller with written notice reasonably in advance of the Buyer's requested date of delivery for the Product(s). The sale of the Product(s) by Seller to Buyer shall not be construed or interpreted as establishing Buyer as a distributor, sales agent, or partner of Seller, or as a participant in a joint or common undertaking with Seller. Seller is not obligated to supply quantities of the Product(s) to Buyer other than in quantities consistent with Seller's customary supply practices and volumes.

3. **Price:** Any purchase price of the Product(s) offered by Seller to Buyer which is less than Seller's list price for such Product(s), is offered by Seller on the condition that Buyer internally uses and/or consumes such Product(s) and does not resell such Product(s) to any third party. Seller may at any time add to the purchase price of the Product(s), all taxes, duties, excises or other charges imposed by law with respect to the production, marketing, sale, use and/or transportation of the Product(s). Seller may also add to the purchase price of the Product(s), a special charge for any increase in Seller's overall costs with respect to the Product(s) resulting from any significant increase in the price of any raw material or energy source. Unless expressly agreed to by Seller in writing, no individual or multiple sale of the Product(s) by Seller to Buyer shall be construed or interpreted as establishing a course of conduct of Seller or obligating Seller to enter into any future sale of the Product(s) with Buyer under the same or similar pricing terms. In the event Seller accepts any purchase order submitted by Buyer which states pricing terms for more than thirty (30) days, such acceptance shall not be construed or interpreted as obligating Seller to sell the Product(s) to Buyer under the same or similar pricing terms beyond an initial thirty (30) day period, unless such additional period of time is expressly agreed to by Seller in writing.

4. **Means of Transportation:** Unless the Product(s) are sold on a delivered basis, transportation and other shipment charges do not constitute a portion of the purchase price of the Product(s) and Buyer shall pay all such charges. To the extent Seller chooses the means of transportation for shipment of the Product(s), Seller may choose the most economical means. If Buyer desires a means of transportation other than that selected by Seller but which is satisfactory to Seller, any extra costs and expenses incurred by reason of using such other means shall also be paid by Buyer.

5. **Payment Terms:** Payment of the purchase price for the Product(s) shall be made within thirty (30) days after the date of invoice. Buyer may not make any offsets or deductions from the invoice amount for the Product(s). In the event that Buyer's financial responsibility, or the credit risk involved, become unsatisfactory to Seller, Seller may decline to make further deliveries of the Product(s) unless Buyer pays the purchase price for the Product(s) in advance or provides security of payment satisfactory to Seller.

6. **Title and Risk of Loss:** Title and risk of loss for the Product(s) shall pass to Buyer upon delivery as determined on the basis of FCA (Seller's premises)(INCOTERMS 2000). Upon passage of title to the Product(s) from Seller to Buyer, Buyer shall be responsible and liable for, and agrees to defend and indemnify Seller against, all claims, injuries, losses, fines, penalties, damages, or costs (including environmental response costs and claims of any employee or contractor of Buyer alleging to have been injured while working with the Product(s)) resulting from Buyer's storage, handling, disposal, release, use and/or resale of the Product(s) or their containers.

7. **Warranty:** Seller warrants to Buyer that the Product(s) sold by Seller to Buyer conform at the time of shipment to Seller's specifications in effect at such time. **SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, COVERING THE PRODUCT(S) (EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS), AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER OR NOT THE INTENDED PURPOSE OF THE PRODUCT(S) BY BUYER IS KNOWN TO SELLER.** Any advice or assistance provided by Seller to Buyer is provided only as a courtesy and Seller makes no warranty, express or implied, as to its accuracy or completeness, or the results to be obtained from such advice or assistance. Buyer is solely responsible for determining whether the Product(s) are suitable for Buyer's intended use, and for obtaining any necessary governmental registrations and approvals for Buyer's production, marketing, sale, use and/or transportation of finished goods using or incorporating the Product(s).

8. **Inspection of Product(s):** Upon delivery of the Product(s) to Buyer and, in any event, prior to Buyer's use and/or resale of the Product(s), Buyer shall immediately inspect the delivered Product(s) to determine whether the Product(s) meet the warranted specifications. Within thirty (30) days after delivery of the Product(s) to Buyer, Buyer shall have the right to reject in writing any of the Product(s) that fail to meet the warranted specifications. Buyer's failure to notify Seller of such a rejection within such time period shall constitute Buyer's irrevocable acceptance of such Product(s). Except in case of proven error, Seller's measurements shall govern the determination of all quantities of the Product(s) sold by Seller to Buyer.

9. **Remedies and Limitations:** The entire liability of Seller and the exclusive remedy of Buyer against Seller for any and all damages arising from or related to the sale of the Product(s) by Seller to Buyer shall be limited to, at Seller's option, either: (a) the replacement of the Product(s) for which damages are claimed, or (b) the return of the purchase price paid by Buyer for such Product(s). Any action by Buyer for such damages must be commenced within one (1) year after the cause of action has accrued. In addition to the foregoing limitations, in no event shall the liability of Seller include: (x) any special, indirect, incidental, punitive or consequential damages (including operating losses, or loss of earnings), or (y) any claims, injuries, losses, fines, penalties, damages, or costs (including environmental response costs) resulting from Buyer's storage, handling, disposal, release, use and/or resale of the Product(s) or their containers occurring after passage of title to the Product(s) from Seller to Buyer. All of the foregoing limitations shall apply

whether Buyer's claim arises from breach of contract, breach of warranty, tort, negligence, strict liability or other legal basis.

10. **Intellectual Property Infringement:** Seller warrants to Buyer that to Seller's knowledge, the sale of the Product(s) by Seller to Buyer does not infringe any third party U.S. patent claiming the Product(s) per se. **SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY AND SPECIFICALLY DISCLAIMS ANY OTHER SUCH WARRANTY.** In the event that it is alleged that the sale and/or use of the Product(s) constitutes infringement of any third party patent or other intellectual property, subject to the limitations set forth in these Terms and Conditions, Seller's entire liability to Buyer with respect to such infringement claim shall: (a) be limited to the reasonable costs of defending such infringement action and the payment of damages awarded for such infringement by a court of competent jurisdiction from which no appeal is or can be taken, and (b) arise only in the event that Buyer promptly provides Seller with written notice of such claim and full authority, information and assistance for the defense or settlement of such claim. In no event shall Seller be liable for any infringement claim arising from: (w) the sale and/or use of the Product(s) in combination with other materials, (x) the use of the Product(s) in the operation of any process (other than the production of the Product(s) per se), (y) any Product(s) manufactured to Buyer's designs or specifications, or (z) any Product(s) manufactured by any process requested by Buyer. Seller reserves the right to suspend deliveries of the Product(s) (without liability on the part of Seller other than as provided in this paragraph) in the event that Seller believes the production, marketing, sale, and/or use of any of the Product(s) infringes any third party patent or other intellectual property.

11. **Excuses for Nonperformance:** No liability for Seller or Buyer (except Buyer's liability to pay for the Product(s)) shall result from any delay in performance or nonperformance to the extent caused by: (a) any circumstances beyond such party's reasonable control, including acts of God, war, terrorism, insurrection, sabotage, embargo, fire, explosion, flood, accident, government actions, strikes, labor disputes or shortages, interruption or delay in transportation, equipment breakdown, involuntary shutdown, shortage of or inability to obtain any raw material, equipment, or energy source, (b) Seller's compliance in good faith with any governmental law, regulation or order, (c) Seller's incurring increased cost for compliance with import and export, environmental, or health and safety laws and regulations, (d) an occurrence of a contingency, the non-occurrence of which was a basic assumption on which this contract was made, or (e) Seller's inability to obtain any required raw material, energy source, equipment, labor or transportation at prices and on terms deemed by Seller to be practicable. In the event that any of the foregoing circumstances affect Seller's production capacity, Seller may omit deliveries of the Product(s) to Buyer during the continuance of such circumstance, and may, in Seller's sole discretion, allocate any and all of Seller's production capacity in such manner, to such parties and/or Seller for its own requirements, and at such times as Seller may determine. An affected party shall promptly provide written notice to the other party of any delay in performance or nonperformance, and shall use its commercially reasonable efforts to remedy such delay or nonperformance, except that the affected party shall have no obligation to settle or resolve any labor dispute. In the event that Buyer fails to fully comply with any of these Terms and Conditions for any reason other than any of the foregoing circumstances, Seller may decline to make further deliveries of the Product(s) until Buyer cures such circumstance.

12. **Non-Disclosure:** No pricing or other terms or conditions of sale disclosed by Seller to Buyer with respect to the sale of the Product(s) shall be disclosed by Buyer to any third party unless required by law.

13. **Non-Waiver:** Neither Seller's waiver of any breach, violation or default by Buyer, nor Seller's forbearance, failure, or delay in exercising, nor Seller's single or partial exercise of, any right or remedy available to Seller under these Terms and Conditions (and any agreement, offer of sale, order acknowledgment, order confirmation, invoice, or other document to which these Terms and Conditions are attached, or in which they are referenced) or at law or in equity, shall constitute a waiver of any other breach, violation or default by Buyer, or any other right or remedy available to Seller.

14. **Assignment and Beneficiaries:** No obligations, rights and remedies of Buyer arising with respect to the sale of the Product(s) by Seller to Buyer and under these Terms and Conditions (and any agreement, offer of sale, order acknowledgment, order confirmation, invoice, or other document to which these Terms and Conditions are attached, or in which they are referenced), shall be delegated, assigned (including assignment by way of change of control, operation of law, or otherwise), transferred or subcontracted by Buyer. Nothing in these Terms and Conditions shall be construed as creating any direct or beneficial right in or on behalf of any third party.

15. **Severability:** The provisions of these Terms and Conditions (and any agreement, offer of sale, order acknowledgment, order confirmation, invoice, or other document to which these Terms and Conditions are attached, or in which they are referenced) are to be deemed severable and the invalidity, illegality or unenforceability of one or more of such provisions shall not affect the validity, legality or enforceability of the remaining provisions.

16. **Governing Language:** In the event a translation of these Terms and Conditions into any other language is required or desired for any reason, Buyer acknowledges and agrees that the text in the original English language shall govern all matters involving the interpretation of these Terms and Conditions and/or all sales of the Product(s) by Seller to Buyer.

17. **Governing Law:** All sales of the Product(s) by Seller to Buyer, and these Terms and Conditions (and any agreement, offer of sale, order acknowledgment, order confirmation, invoice, or other document to which these Terms and Conditions are attached, or in which they are referenced) shall be governed by, and construed and enforced in accordance with the laws of the Norway, without regard to its otherwise applicable conflicts of law rules.