

TERMS AND CONDITIONS OF PURCHASE FOR GOODS

1. **General.** These terms and conditions of purchase for goods (these “Terms”) are incorporated into and supplement one or more purchase orders for goods (the “Order”) issued by FMC Corporation and/or one or more of its affiliated entities, as the case may be (“Buyer”), to the seller or vendor specified on the Order (“Seller”). The term “Agreement” is used in these Terms to refer, collectively, to these Terms and to the Order to which these Terms relate. Seller’s acknowledgement of the Order or shipment of any goods described in the Order (the “Goods”) shall constitute its acceptance of these Terms. The Agreement sets forth the entire agreement between Buyer and Seller with respect to the subject matter of the Agreement and supersedes all prior and contemporaneous understandings, negotiations, and dealings between them. The Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. Neither course of performance, course of dealing, usage of trade, nor oral promise shall be used to qualify, explain or supplement any of the terms of the Agreement. Any terms and conditions that are different from or inconsistent with these Terms are rejected unless expressly agreed to by Buyer in writing.

2. **Price; Payment.** The Order is a firm price order. If the Order applies to successive purchases by Buyer, and Buyer can purchase goods (i) of like or better quality at a price that will result in a lower delivered cost to Buyer, and/or (ii) on terms otherwise more favorable to Buyer as determined by Buyer in its sole discretion (either of which case, “Favorable Terms”), then Buyer may notify Seller of such Favorable Terms, in which case Seller shall have an opportunity to meet such Favorable Terms. If Seller fails to do so, in writing, within thirty (30) days of the date of Buyer’s notice, Buyer may purchase the Goods from the third party offeror at such Favorable Terms and the quantity of any purchase so made shall reduce any purchase obligation of Buyer under the Order without imposing any additional obligation, or modifying any rights, of Buyer under the Agreement. In the absence of indication of price by Buyer, Seller shall not fill the Order at a price higher than last quoted or charged to Buyer without Buyer’s written consent. Seller represents that the prices charged for the Goods comply with all applicable laws and regulations in effect as of the Order date and at the time of delivery of the Goods. Buyer will pay undisputed invoices within forty-five (45) days of receipt of the relevant invoice unless otherwise stated on the Order. Invoices must be dated no earlier than the shipping date of the relevant Goods. Invoices will only be paid upon proof of delivery. All amounts due under the Order shall be subject to setoff and recoupment. Payment shall not constitute acceptance of Goods or waiver of any claims related to such Goods.

3. **Packaging, Packing Lists and Bills of Lading.** Seller shall be responsible for proper packaging, loading and tie-down to prevent damage during transportation. Seller must bill all returnable containers on a separate memo invoice; return transportation charges will be collect and for Seller’s account. Buyer’s weight and/or count will be accepted as final and conclusive on all shipments not accompanied by a packing list.

4. **Delivery.** Time is of the essence. Seller shall furnish sufficient labor and management forces, plant and equipment and shall work such hours (including night shift, overtime, weekend and holiday work) as may be required to assure timely delivery. Regardless of delivery or performance in installments, Seller’s obligation is not severable. Buyer need not accept shipments sent C.O.D. without its consent and may return them at Seller’s risk.

5. **Title and Risk of Loss.** Risk of loss of all Goods shall remain in Seller until receipt of the Goods at Buyer’s location. Notwithstanding restrictive legends to the contrary, title to plans, drawings and specifications for Goods shall be vested and remain with Buyer and may be used by Buyer for any purpose. Title to Goods shall pass to Buyer upon Buyer’s acceptance of such Goods at Buyer’s location unless otherwise specified in the Order. If Buyer makes progress payments, title to the Goods shall be transferred to Buyer as payments are made, and in the same proportions as the cumulative payments bear to the total price in the Order. Seller shall also identify such Goods as the property of Buyer unless Buyer waives identification.

6. **Inspection.** All Goods will be subject to Buyer’s final inspection and approval within a reasonable time after delivery irrespective of payment date. Buyer shall have a reasonable time to submit claims of count, weight, quantity, loss, contamination, damage or defect to delivered Goods.

7. **Changes.** Buyer reserves the right at any time to change, by written

notification, any of the following: (i) specifications, drawings and data incorporated in the Order where the items to be furnished are to be specially manufactured for the Buyer; (ii) quantity; (iii) methods of shipment or packaging; (iv) place of delivery; (v) time of delivery; or (vi) any other matters affecting the Order. If any change by Buyer causes an increase or decrease in the cost of or the delivery schedule for the Order, Buyer shall make in writing an equitable adjustment in the contract price or delivery schedule, or both.

8. **Termination.** Buyer may terminate the Agreement for its convenience, in whole or in part, at any time on five (5) days’ written, electronic or telegraphic notice to Seller. Upon receipt of such termination notice, Seller shall promptly comply with the directions contained in such notice and shall, as required: (i) take action necessary to terminate its fulfillment of the Order as provided in the notice, minimizing any related costs and liabilities; (ii) protect, preserve and deliver in accordance with Buyer’s instructions any property of Buyer related to the Order; and (iii) continue the performance of any part of the Order not terminated by Buyer. On termination for Buyer’s convenience, Seller at the time of termination may have in stock or on firm order completed or uncompleted items or raw, semi-processed or completed Goods for use in fulfilling the Order. For completed Goods, Buyer shall either require delivery of all or part of the completed Goods and make payment at the price set forth in the Order, or (without taking delivery) pay Seller the difference, if any, between the price set forth in the Order and the market price (if lower) at the time of termination. For uncompleted Goods or raw or semi-processed materials, Buyer shall either require Seller to deliver all or part of such Goods at the portion of the price set forth in the Order representing the stage of completion, or (without taking delivery) pay Seller for such Goods that are properly allocable to the Order a portion of the price set forth in the Order representing the stage of completion, reduced by the higher of the market or scrap value of the Goods at that stage of completion. For Goods that Seller has on firm order, Buyer may at its option either take an assignment of Seller’s right under such order or pay the cost, if any, of settling or discharging Seller’s obligation under such order.

9. **Excusable Delay.** Neither party shall be liable to the other for failure to fulfill its obligations under the Agreement because of any cause beyond the reasonable control of such party and not due to its fault or negligence, including any practical inability to use the Goods or to make, use or sell any products manufactured, formulated or processed from the Goods. The impeded party shall give to the other party prompt notice and the estimated duration of such causes. If Seller is impeded from delivering Goods by reason of such causes, Buyer may elect to extend the period for delivery of Goods by the period of delay resulting from such causes or to reduce the quantity of Goods ordered under the Order by the deliveries or portions thereof omitted during such period; or if such causes continue for more than thirty (30) days, Buyer may terminate the Agreement. If an event occurs that affects Seller’s production capacity, Seller may omit deliveries of the Goods to Buyer during the continuance of such circumstance, and will allocate all of Seller’s production capacity such that Buyer receives a pro rata share of Seller’s capacity based on Buyer’s then current forecast in proportion to Seller’s available supply.

10. **Warranties.** Seller represents and warrants that the Goods will be free from contamination, damage and defect; free from defects in materials and workmanship; merchantable and in full conformity with Buyer’s specifications, drawings, data, and Seller’s description, promises or samples; and that such Goods will be fit for the Buyer’s intended use if Seller knows or has reason to know of such use; and that Seller will convey good title to the Goods, free and clear from all liens, claims and encumbrances. No implied warranties of Seller are excluded or disclaimed. Seller shall give prior notice to Buyer of any change(s) in materials, manufacturing processes, sources or locations, or test methods for mutual assessment of the possible effect on Buyer’s processes or product performance. Seller warrants that the manufacture of the Goods and any component part thereof, and the use or resale of such Goods do not infringe any patent, copyright, trademark, trade secret or other intellectual property right of any third party. Any copyright to material generated in connection with the Agreement shall be assigned by Seller to Buyer without cost or expense to Buyer, and Seller agrees to take appropriate action to assign such rights. Seller represents and warrants that the Goods comply with all applicable laws, permits, rules and regulations, including environmental and health and safety laws and regulations, and further, that the delivery of such Goods (if arranged by Seller) complies with all applicable laws, permits, rules and regulations regarding packaging, marking and shipping of the Goods.

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11. **Buyer's Remedies.** If Seller (i) offers or supplies any contaminated, damaged or defective Goods or any Goods not in accordance with Buyer's instructions, specifications, drawings or delivery date or Seller's express or implied warranties hereunder ("Non-Conforming Goods"), (ii) breaches any representation, warranty, covenant, or agreement contained in the Agreement, or (iii) fails to timely supply conforming Goods, Buyer may, at its option: (a) reject such Goods; (b) terminate the Order; (c) return such Goods and charge Seller all costs, expenses and damages related to the return; (d) cover and charge Seller for any loss, costs and damages incurred; (e) require Seller to replace or otherwise correct, without expense to Buyer, any such Goods; or (f) retain such Goods and charge Seller for any damages. All rights and remedies stated in this Agreement shall be in addition to any rights and remedies provided by law, and shall survive inspection, test, acceptance and payment. In addition to the rights set forth in this Section, Buyer may upon written notice to Seller, terminate the Agreement in whole or part (A) if reasonable grounds for insecurity arise as to Seller's expected performance (including timely performance) within ten (10) days after Buyer's written demand for adequate assurance; or (B) if Seller becomes insolvent or makes an assignment for the benefit of creditors or commits an act of bankruptcy or files or has filed against it a creditor's petition or application for winding up or has a liquidator, administrator or receiver appointed over the Seller.

12. **Indemnity.** Seller shall indemnify, defend, and hold Buyer and its affiliates and its and their officers, directors, members, representatives, agents, and employees harmless from and against all claims, liabilities, damages, penalties, judgments, assessments, losses, joint or several, and expenses (including reasonable attorneys' fees), arising out of or relating to any act or omission of Seller, including, without limitation, (i) its supply of the Goods, (ii) Seller's breach of any representation, warranty, covenant, or agreement contained in the Agreement, (iii) the negligence, recklessness, or willful misconduct of Seller, and/or its employees, agents or affiliates. Buyer shall notify Seller in writing of any such claim and shall provide such assistance, at Seller's expense, as may be reasonably required in defending the suit or proceeding. If the Goods or any component of the Goods are held to infringe the intellectual property rights of any third party and their use is enjoined, Seller shall, at its option and its own expense: (a) procure for Buyer and its successors and assigns the right to continue using the Goods; (b) replace them with a substantially equivalent non-infringing product acceptable to Buyer; or (c) modify them so they become non-infringing with substantially equivalent performance acceptable to Buyer. Absent (a), (b) or (c), Buyer reserves its rights at law and under the Agreement, and at its option may return the infringing Goods to Seller at Seller's expense and Seller shall promptly refund the purchase price to Buyer.

13. **Buyer's Property.** All special dies, mold, patterns, jigs, fixtures and any other assets that Buyer furnishes to Seller or specifically pays for, for use in the performance of the Order shall be and remain Buyer's property, shall be for Buyer's exclusive use, shall be held at Seller's risk and shall be equal to the replacement cost with loss payable to Buyer. Seller will furnish copies of policies or certificates of insurance on Buyer's demand.

14. **Nondisclosure.** If Buyer discloses or grants Seller access to any research, development, technical, economic or other business information or "know-how," Seller will not use or disclose any such information to any other person at any time, except as may be necessary in the performance of the Agreement, without Buyer's written consent. Seller shall use such information only to perform its obligations under the Agreement.

15. **Insurance.** During the term of the Agreement, Seller shall maintain insurance coverage of such types and in such amounts as necessary to protect against liabilities that may arise from Seller's performance of its obligations under the Agreement, including Seller's indemnification obligations under these Terms. Such policies shall include, at a minimum, workers compensation or employer liability insurance, comprehensive general liability insurance, and, if applicable, automobile insurance. Upon Buyer's request, Seller shall furnish evidence of such insurance to Buyer, in a form acceptable to Buyer. At Buyer's request, Seller shall cause Buyer to be named as "additional insured" in connection with all policies except Seller's workers' compensation policy. Seller waives all rights of recovery or subrogation against Buyer for damages to the extent covered by the insurance obtained pursuant to this Section, whether or not such damage was caused by the negligence, strict liability or other actions or

inactions of Buyer.

16. **Taxes.** Unless provided otherwise in the Order, all prices are exclusive of national, provincial, state, local, municipal, or other governmental taxes, duties, levies, fees, excises or tariffs arising as a result of or in connection with the Order, including any sales, use or value added taxes (or analogous taxes, if any). Sales, use or value added taxes (or analogous taxes, if any) shall be separately stated on Seller's invoice(s), and Buyer shall pay such taxes at the applicable rate from time to time. From time to time, Buyer may qualify for tax exemptions, in which case Buyer will provide Seller a certificate of exemption or other appropriate documentary proof of exemption. Buyer will have no liability for any taxes based on Seller's net income, gross income, capital, net worth, franchise, privilege, property or any similar taxes or assessments ("Income-Based Taxes"). If Buyer is required by law, rule or regulation to withhold Income-Based Taxes from the types of payments due to Seller under the Agreement, Buyer shall (i) deduct those taxes from the amount otherwise remittable to Seller under the Order, (ii) pay such taxes to the proper taxing authority, and (iii) send the original receipt documenting any Income-Based Tax levied, with Seller receiving the net amount after such deductions.

17. **Supplier Code of Conduct.** Seller agrees that it is aware of Buyer's Supplier Code of Conduct as set forth at www.fmc.com/AboutFMC/FMCSuppliers/FMCPurchasingValues/SupplierCodeConduct.aspx (the "Code of Conduct"). Seller represents that it is in compliance with, and covenants that it shall supply Goods to Buyer in compliance with, such Code of Conduct.

18. **Miscellaneous.** The Agreement shall be governed by, and shall be interpreted and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to its conflicts of laws principles. Notwithstanding the foregoing, to the extent (i) the parties' performance under the Agreement occurs wholly within any one country outside of the United States, and (ii) the parties are both incorporated in that country, the Agreement shall be governed by, construed and enforced in accordance with the laws of that country. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. If any provision of the Agreement is held invalid or unenforceable, the remaining provisions shall not be affected thereby. Seller may not assign, transfer or subcontract the Agreement or any right or obligation the Agreement without Buyer's written consent. Any purported assignment, transfer or subcontract by Seller shall be void and ineffective. Buyer may assign and/or delegate its performance under the Agreement, in whole or in part, without restriction, including to any affiliates and subsidiaries involved in the performance of the Agreement from time to time. Buyer's failure to insist on Seller's strict performance of the terms and conditions of the Agreement at any time shall not be considered a waiver by Buyer of performance in the future. If a translation of the Agreement into any other language is required or desired for any reason, each of the parties acknowledges and agrees that in all matters involving the interpretation of this Agreement, the English language shall control.