

**GENERAL TERMS AND CONDITIONS OF SALE
CHEMETALL MEXICANA S.A. DE C.V.**

1. Entire Agreement. These Terms and Conditions of Sale together with other sale terms, if any, agreed to by Buyer and Seller in writing, contain the entire and exclusive agreement between the parties regarding the sale of each Product of the Seller.

These sale terms and conditions, together with any other terms agreed by the parties, are referred to herein as the "Contract". If there is a conflict between the Terms that the parties had agreed in writing and these Sale Terms and Conditions, said agreement in writing shall govern, and this same must be duly signed by the representatives of the parties and will be the one which governs the commercial relation between Chemetall Mexicana S.A. de C.V. (herein after the Seller) and the Buyer. All terms and conditions contained in any prior or subsequent oral or written communication, non expressly accepted by the parties by means of their representative's signature, including, without limitation, terms and conditions contained in Buyer's purchase order, which are different from or in addition to the Contract are hereby rejected and shall not be binding on Seller, consequently, Seller hereby expressly objects thereto. No addition to, or alteration or modification of, the Contract shall be valid unless made in a writing signed by an authorized representative of each party. Any action by Buyer in furtherance of a sale or purchase of Product shall constitute tacit acceptance of the Contract.

2. Payment; Taxes. The price for Product will be the price in effect on the date of the product is invoiced for delivery, unless otherwise exists a different agreement in writing between the parties. Seller may adjust the price of any Product upon at least ten (10) calendar days prior notice. Buyer will make the payment for the full amount of each invoice shall be made to Seller and addressed as indicated on the invoice, in the currency established in the invoice. All claims by Buyer shall be made in accordance with the provisions of Section 6 of these Terms, and no offset or deduction from any invoice is permitted and therefore is not accepted by the Seller. Acceptance by Seller of check or other media of payment is subject to immediate collection of the full face amount thereof, same that will be available for immediate payment.

Each party will be responsible to pay all taxes or contributions generated from the sale of the products and must comply with all their tax obligations in accordance with the law, regulation of law, miscellaneous or legal provision in force applicable to the operation. Buyer agrees to pay Seller any taxes, duties or levies including those required to be withheld by Seller that are attributable to Buyer.

3. Breach; Termination. If Buyer breaches any term of the Contract or any other contractual obligation in favor of Seller, (a) Seller may choose to defer or cancel any or all further shipments of products which have been requested or requested later and/or (b) cancel the comply of other obligation performance under the Contract or any other contractual obligation in favor of Buyer until Buyer cures its breach, and/or (c) Seller may immediately terminate the Contract without need of judicial resolution (immediate termination) if Buyer fails to cure such breach within ten (10) natural days after receipt of written notice from Seller describing such breach. In the event of a termination, all outstanding payment obligations or other indebtedness of Buyer to Seller shall be due and payable no later than fifteen (15) natural days after of immediate termination. Acceptance by Seller of less than the full amount due will be taken first as payment of any interest generated and later, if it reaches, as partial payment, however shall not be a waiver of any of Seller's rights under the Contract or applicable law.

Notwithstanding any provision in the Contract, Seller shall have no obligation to grant any rebate, issue any credit reimburse any payment to Buyer unless Buyer is fully in compliance with its payment and other obligations under the Contract and any other contractual obligation in favor of Seller. In addition, in the event that Buyer is in default of its payment obligations, Seller shall be entitled to set off any further debt from the Buyer, without prejudice of any other Seller's performance under the Contract and applicable law.

4. Force Majeure. Neither Seller nor Buyer shall be responsible for any delay or failure to make or take delivery of Product prior written notice, due to any cause beyond its reasonable control, including without limitation (a) fire, storm, flood, strike, lockout, accident, acts of war or terrorism, riots, civil commotions, pandemic, embargo or closing for governmental order, (b) any regulation, law, order or restriction of any governmental department, commission, board, bureau, agency, court, governmental authority, judicial order or other similar ("Governmental Authority"), or (c) inability of Seller to obtain any required raw material, energy sources, equipment, labor or transportation requested, at prices and on terms Seller deems practicable from Seller's usual sources of supply. Neither party is subject to any liability to the other for failing to contractual perform during the period such inability exists. , under no circumstances shall Seller be obligated to purchase Product from a third party for delivery to Buyer in the event of a force majeure. Quantities so affected may, at the option of either party, be eliminated from the Contract without liability, but the Contract shall remain otherwise unaffected. The parties' obligation to render timely payment shall not be excused by this provision.

5. Compliance with Laws. Seller shall provide or make available to Buyer a Material Safety Data Sheet (MSDS) for each Product. The MSDS contains Product information and describes precautions associated with such products, if applicable, as inferred in an expository and non-limitative manner transportation, delivery, unloading, storage and handling of the Product. Buyer will familiarize itself with all such information and precautions, including but not limited to safety and health information contained in MSDS or otherwise transmitted to Buyer by Seller at any time. Buyer will instruct its personnel, agents, contractors, customers or any third party who may interact with the Product about such information and precautions, and make the aforesaid information available to such parties. Buyer assumes full liability and responsibility for compliance with the MSDS of the products delivered. Buyer will be responsible for the disposal of any expired or damaged product that is under its guard through authorized suppliers by the competent environmental authorities, complying with applicable federal or local legislation. Likewise, the Buyer will be responsible, after the use the products, to remove the Seller's brands from the containers or packaging if they are going to be reused.

In addition, Buyer shall comply with all applicable laws, statutes, and regulations that any Governmental Authority ("Applicable Laws") impose for the commercialization of the Products. In the event Buyer carry out the exportation of the Products, Seller assumes no liability for Buyer's failure to comply with Buyer's obligations arising under European Union REACH (Registration, Evaluation, Authorization, and Restriction of Chemicals) Regulations or any other international legislation which limits it. Buyer shall defend, indemnify and hold harmless Seller from and against all claims, demands, causes of action, damages, losses, liabilities, costs, expenses (including reasonable attorneys' fees), penalties, and judgments (each, a "Claim") arising out of or related to (i) Buyer's processing, transportation, delivery, unloading, discharge, storage, handling, sale or use of any Product bought to Seller or (ii) Buyer's violation of any Applicable Laws.

In the event in which Buyer carry out transportation and/or discharge of any Product by its own, Seller assumes no liability for failure of discharge implements or unloading equipment used by Buyer, whether or not supplied by Seller.

Buyer and Seller undertake to comply with the Universal Declaration of Human Rights and Social Policy (MNE Declaration) of International Labor Organization (ILO).

Buyer and Seller shall refrain to cause adverse impacts on human rights, as well as respect International Labor Standards (ILSS).

6. Warranties. SELLER WARRANTS THAT AT THE TIME OF DELIVERY (I) PRODUCT IS FREE AND CLEAR OF ALL LIENS OR ENCUMBRANCES WHICH AFFECTS IT; AND (II) PRODUCT COMPLIES WITH SELLER'S INDICATED SPECIFICATIONS (OR AS OTHERWISE REFERENCED IN THE CONTRACT). SELLER MAKES NO OTHER DUE OR ANY OTHER ADDITIONAL KIND TO THE EXPRESSLY AGREED WITH THE BUYER.

BUYER SHALL INSPECT THE PRODUCT SUPPLIED HEREUNDER IMMEDIATELY AFTER DELIVERY TO VERIFY ITS STATE. ANY CLAIM ARISED FROM BAD CONDITION OF THE PRODUCTS SHALL BE MADE WITHIN THIRTY (30) NATURAL DAYS AFTER THE DATE OF DELIVERY. THE FAILURE OF GIVE NOTICE WILL CONSTITUTE ENTIRE ACCEPTANCE OF THE PRODUCT AND A WAIVER BY BUYER OF ALL CLAIMS WITH RESPECT THERETO.

CLAIMS FOR PACKED PRODUCT SHORTAGES MUST BE SENT FROM BUYER TO SELLER IN WRITING WITHIN FORTY-EIGHT (48) HOURS AFTER DELIVERY OF PRODUCTS.

CLAIMS FOR SHORTAGES OF PRODUCTS SOLD IN BULK MUST BE CARRIED OUT BY WRITE NOTICE AT THE TIME OF BUYERS' PRODUCTS RECEIPT.

ANY TECHNICAL ADVICE PROVIDED BY SELLER OR ANY OF ITS REPRESENTATIVES CONCERNING USE OR APPLICATION OF ANY PRODUCT IS BELIEVED TO BE RELIABLE, BUT SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ITS ACCURACY OR COMPLETENESS OR OF THE RESULTS TO BE OBTAINED, WITH REGARD TO THE HANDLING OF ANY PRODUCT, BUYER ASSUMES FULL RESPONSIBILITY FOR QUALITY CONTROL, TESTING AND DETERMINATION OF SUITABILITY OF PRODUCT FOR ITS INTENDED APPLICATION OR USE.

WITH RESPECT TO HANDLING OF ANY PRODUCT, BUYER ASSUMES ALL RESPONSIBILITY FOR QUALITY CONTROL, TESTING AND DETERMINATION OF THE SUITABILITY OF THE PRODUCT FOR ITS APPLICATION OR USE.

BUYER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS SUPPLIED BY SELLER AND THE INFORMATION RELATED THERETO ARE INTENDED FOR USE BY AUTHORIZED PERSONS, BUYER'S PERSONNEL HAVING THE NECESSARY SKILLS AND KNOWLEDGE IN THE INDUSTRY. BUYER ACKNOWLEDGES THAT ITS AUTHORIZED PERSONNEL HAVE SUCH SKILLS AND KNOWLEDGE.

BUYER SHALL CONDUCT SUFFICIENT CHECKS AND TESTS TO DETERMINE THE SUITABILITY OF THE PRODUCTS FOR ANY USE CONTEMPLATED BY BUYER. THE FINAL DETERMINATION OF THE SUITABILITY OF THE PRODUCTS FOR ANY USE

CONTEMPLATED BY BUYER IS THE SOLE RESPONSIBILITY OF BUYER AND SELLER SHALL HAVE NO LIABILITY IN CONNECTION THEREWITH.

7. Intellectual Property. Seller warrants that the process or processes of manufacture of the Product and the Product itself do not infringe any valid patent.

Since Seller has no control over Buyer's (or others') processing, sale, use, or disposition of the Product (or any other product containing Product), including, without limitation, the admixing, reacting or combining of any Product with other products, chemicals or materials, Buyer assumes the entire responsibility regarding the use thereof and agrees to defend, indemnify and hold harmless Seller from and against all Claims arising out of or related to infringement of any third party's intellectual property rights, patents on processes practiced by Buyer or patents on products or any other made by Buyer.

8. Limitation of Liability. SELLER'S TOTAL LIABILITY ASSOCIATED WITH THE CONTRACT IS EXPRESSLY LIMITED TO REPLACEMENT OF NONCONFORMING PRODUCT OR PAYMENT IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCT FOR WHICH DAMAGES ARE CLAIMED, AT SELLER'S OPTION.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, WITHOUT LIMITATION, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. SUCH EXCLUDED INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES INCLUDE LOSS OF PROFITS, LOSS OF PRODUCTION, PENALTIES FOR LATE DELIVERIES OR ANY OTHER INDIRECT DAMAGE OR LOSS OF ANY KIND TO BUYER, ITS CUSTOMERS, OR OTHER PERSONS OR ENTITIES.

ANY ATTEMPT TO REMEDY OR CORRECT A DEFECT BY PERSONS OR ENTITIES NOT AUTHORIZED BY SELLER OR USE OF SUCH PRODUCT DESPITE ITS DEFECT, SHALL VOID THE PRODUCT WARRANTY SET FORTH IN SECTION 6 ABOVE. IF REQUESTED BY SELLER, BUYER SHALL RETURN THE NONCONFORMING PRODUCT TO SELLER STRICTLY IN ACCORDANCE WITH SELLER'S WRITTEN INSTRUCTIONS CONCERNING SHIPPING, HANDLING, INSURANCE, AND OTHER MATTERS AS TO WHICH SELLER ISSUES INSTRUCTIONS. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL INVALIDATE ANY CLAIM BY BUYER BEING THE RESULT OF A BREACH OF WARRANTY.

9. Limitation of Action. IN THE EVENT BUYER'S FAILURE TO COMMENCE ANY CAUSE OF ACTION RELATED TO THE PRODUCT OR OTHERWISE ARISING UNDER THE CONTRACT WITHIN ONE YEAR AFTER THE DATE OF DELIVERY, SHALL CONSTITUTE A WAIVER BY BUYER TO COMMENCE ANY CAUSE OF ACTION WITH RESPECT THERETO.

10. Allocation. Seller shall have the right to allocate its available supply of Product among its customers, whether it be direct or through its affiliates on such basis as Seller deems fair and reasonable if Seller is unable, for any reason, to supply the quantities of Product contemplated by the Contract.

11. Credit. If at any time decreases the financial capacity of Buyer, or increases the credit risk involved, Seller may require total payment or satisfactory guarantees prior to make product sales. Seller reserves its right to revoke at any time the credit granted to Buyer if a risk is detected when continuing and/or request an increase in the guarantees to assure payment of the Products. Buyer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Seller in the collection of any sum payable by Buyer to Seller. Seller shall be entitled to interest on any overdue sum at the maximum rate allowed by applicable law.

In the event of late payment, risk of bankruptcy or a suspension of payments declared by the Buyer, Seller shall have the right to stop pending deliveries and to refuse any product delivery without any liability and without prior notice until the total settlement of debts and / or once the suspension of payments has been lifted or the risk of bankruptcy of the Buyer has been overcome.

Seller may refuse to sell the Product to Buyer without liability (i) if Buyer is declared bankrupt or is determined to be in receivership; (ii) if Buyer's share capital is reduced by more than two-thirds; (iii) if Buyer's controlling stock changes by more than fifty percent; (iv) if Buyer is late in payment and (iv) if Seller detects any risk that could affect to supplying the Product to Buyer.

12. Title; Risk of Loss. Seller shall be responsible of the Product until its delivery in Buyer's facilities, at that moment the responsibility shall be transferred to Buyer, unless otherwise delivery of the products has been agreed by the parties in a different way (e.g., based on an INCOTERM), in this event the responsibility shall be transferred to Buyer in accordance with agreement between the parties (e.g. a reception by a custom agent, carrier, logistic operator, distributor or any other Buyer instructs to receive the Product) . Seller reserves property of the Products until this has been totally paid by Buyer, but if the product suffers any damages once delivered to Buyer in its facilities or when possession thereof is granted. Buyer shall pay the product to Seller entirely. The aforesaid does not imply any acceptance by Seller to return the products without justified cause as agreed in the Contract.

13. Products that contain Precious Metals. With respect to Products containing precious metals, unless otherwise specifically agreed to in writing, the following sales conditions shall also apply: (a) all transactions of products with metals established or maintained by Seller shall be subject to the Terms and Conditions of the Seller's Metals Products Account, the current form of which appears on the statement for each metal product; (b) payment for products containing precious metals shall be made in advance; (c) the precious metals contained in such Products shall be fixed in accordance with the Engelhard Industrial Bullion Price (EIB) published by Seller's affiliate after the date on which the product with the metal is shipped or credited to Buyer's metal products account; (d) Seller shall have the right at any time and without notice to offset any debt and convert the metal product into money or money into a metal product at market value on the date of such set-off.

14. Confidentiality. For all purposes of the Contract, both parties agree that the term Confidential Information means the information and documentation provided between them during the term of the contract, which must be clearly identified as such at the time of disclosure, and in the case of oral information, it must be confirmed as such in writing within 5 (FIVE) business days following the date on which it was disclosed. The contract itself is considered as a protected confidential document in the terms described in this clause.

The parties agree to keep all Confidential Information strictly secret and confidential. For no reason or circumstance may they disclose Information they have received to any other third party or make use of it for purposes other than those set forth in the Agreement. In this understanding, they undertake to use the Confidential Information only for the fulfillment of the obligations assumed in their charge in terms of the provisions of the Contract.

The parties undertake to take all appropriate or necessary measures to identify, control and safeguard the Confidential Information provided, with the understanding that parties are obliged to perform all necessary acts for their respective officers and employees who have access to the Confidential Information, to keep it secret and confidential, including an internal and written control of the personnel who have access to it. Both parties are obliged to return the information and documentation they receive in terms of what is agreed in this instrument, including all copies of it generated internally no later than within five calendar days after the Contract has been concluded for any reason. The confidentiality obligations will subsist for a period of 5 (five) years from the completion of the sale of the products.

Both contracting parties agree that the term Confidential Information does not include information that:

- It is or becomes public knowledge, provided that the disclosure to the public is not a consequence of the failure of one of the parties to comply with its confidentiality obligations in terms of the provisions of this instrument.
- Either party is obliged to disclose it on the occasion of an order from a competent judicial or administrative authority, provided that the party in question previously notifies the other party about said order so that it can in turn file the means of defense it deems appropriate. Likewise, they are obliged to take the necessary measures and actions to effectively safeguard the Confidential Information they obtain, against loss or unauthorized access, for which they must have the appropriate restriction measures for access to facilities, rooms, information exchange systems, data transmission or any other communication system where it is stored, transmit or reproduce the Confidential Information guaranteeing at all times its correct operation and constant maintenance, in addition they must instruct the personnel in their charge who are authorized to handle the Confidential Information, in the proper use of these measures. Any loss and/or unauthorized access to the Confidential Information will be notified immediately and in writing to the affected party. Finally, the party that fails to comply with what is agreed here is obliged to pay the damages caused to the other party.

15. Data protection; Buyer and Seller are solely responsible for the compliance of applicable law, including the obtention of the required consent from the holders of personal data and/or sensitive personal data when obtained pursuant to their obligations under the Contract.

However, in the course of fulfilling the contract, the parties will receive contact information related to the other party's employees or contractors. Except as permitted by applicable law, neither party will use, retain, or disclose such contact information for any purpose other than performance of the contract, including buying and selling products, as applicable.

16. Assignment; Buyer shall not assign all or any portion of its Contracts' rights and obligations without Seller's prior written consent. The Contract shall bind and inure to the benefit of the successors and permitted assigns of the respective parties in order that the parties may fully exercise their rights and perform their obligations arising under the Contract or these terms under the Contract. Any provisions of the Contract that are required to ensure its exercise or performance (including any obligation accrued as of the termination date) shall survive the termination of the Contract.

17. Governing Law; Miscellaneous. The Contract shall be governed by the laws in force and the competent Courts of Mexico City. The parties agree, accept and expressly waive to any other jurisdiction which could correspond them in present or future domiciles or any other reason for all disputes arising out of or relating to this Contract. Failure of either party to exercise any right it has under the Contract on one occasion shall not operate or be construed as a waiver by such party of its right to exercise the same right provided that it is exercised within the term granted by the applicable laws. Any waiver must be in a writing signed by the waiving party. If any provision of the Contract shall be adjudicated to be

invalid or unenforceable, it is the parties' intent that the remaining provisions of the Contract will remain in full force and effect, and the affected provisions or portions thereof will be deemed modified so that it is enforceable to the maximum extent permissible to reflect as closely as possible the intentions of the parties as evidenced from the provisions of the Contract. The section headings used herein are intended for convenience of reference only and shall not be considered in interpreting the Contract. Nothing in the Contract shall be construed as creating any direct or beneficial right in or on behalf of any third party.