

Arjo Wiggins USA, Inc. ("Seller")

TERMS AND CONDITIONS OF SALE

1. **ORDERS.** All orders, whether placed directly or with a sales representative of Seller, are subject to acceptance at the Seller's principal office in the U.S. Upon Seller's written acceptance of the order, there shall be a binding contract for the purchase and sale of the specified products under the terms and conditions contained herein.

2. **WARRANTIES.** Seller warrants that (a) the product is of the quality set forth in Seller's published specifications, if any, or as may be otherwise expressly stated in writing by an Officer of Seller, and (b) the title conveyed is good and the product is free from any lawful security interest, lien or encumbrance of any third party. SELLER MAKES NO FURTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. Buyer assumes all risk of patent infringement by reason of any use Buyer makes of the product in combination with other material or in the operation of any process. If samples are provided to Buyer, they are for general informational purposes only and shall not be deemed a warranty by sample or model or otherwise have any legal effect.

3. **DELIVERY DATES.** If not specified in Buyer's order, Buyer shall notify the Seller periodically of the quantity each product ordered that Buyer is requesting that Seller (or Seller's bailee) ship to Buyer's location, and the desired delivery date therefor. Seller shall make reasonable efforts to meet such delivery dates. If Buyer's order did not contain a delivery date (or dates) for the entire quantity ordered, Buyer agrees to accept delivery and pay for all goods identified to the contract within six (6) months of the date on which the order was accepted by Seller.

4. **PRICE AND TERMS.** The price for each product shall be the last price quoted by Seller prior to the date of Buyer's order, and payment terms shall be net 30 days of invoice date. Interest at the rate of 1.5% per month (or, if less, the highest rate permitted by applicable law) with respect to each month, or portion thereof, during which Buyer's payment is past due, will be due and payable on the first day of the next month. Seller may, by giving ten (10) days prior written notice thereof to Buyer at any time during the term hereof, change the price and terms of delivery and shipment then current under this contract. Such changes shall be applicable to all product shipped hereunder on and after the date the changes become effective, and shall be effective unless Seller receives within said ten (10) day period a written notice from Buyer canceling the contract. In the event the contract is terminated by Buyer for this or any other reason, Seller shall have the right, at its option, to continue to sell any goods that at that time are identified to the contract to Buyer at the pre-notice price, and Buyer shall accept delivery of all such products within six (6) months of the date on which the order was accepted by Seller.

5. **CREDIT.** Seller may recover for each shipment hereunder as a separate transaction, without reference to any other shipment. If Buyer fails to pay any invoice in accordance with the terms of this contract, Seller may, at its option, defer further shipments until payment has been made (in which event Seller may elect to extend the contract period for a time equal to that for which shipments were so deferred), or, in addition to any other legal remedy, Seller may decline further performance of this contract. If at any time, in the judgment of Seller, the financial responsibility of Buyer is impaired, Seller may change the terms of payment and/or require payment as a condition of shipment.

6. **SECURITY.** As security for the prompt and complete payment by Buyer of the purchase price of the products when due, Buyer hereby grants to Seller, and Seller hereby reserves, a purchase money security interest in all products delivered to Buyer and all proceeds thereof, including insurance proceeds, under the Uniform Commercial Code (as enacted in the State in which Buyer is located and any other applicable state), and this agreement shall constitute a security agreement for such purpose. In the event that Buyer breaches this agreement, in addition to all other rights and remedies available to Seller, Seller will have all the rights and remedies of a secured party under the Uniform Commercial Code. Buyer will take or cause to be taken such action and execute and deliver or cause to be executed and delivered such documents and instruments as Seller may request (i) to perfect and preserve the security interest granted hereby, (ii) to enable Seller to enforce its rights and remedies hereunder, or (iii) otherwise to effectuate the intent of this Agreement. Seller is expressly authorized from time to time to prepare, sign on behalf of Buyer and file any such financing statements and amendments thereto, and such other instruments or notices as Seller deems necessary in furtherance of the foregoing.

7. **TAXES.** Buyer shall reimburse Seller for any federal, state or local excise or other tax, assessment, license fee or other charge, or increases thereof, which Seller may be required to pay upon the sale, production, transportation, delivery or use of the product.

8. **TRANSPORTATION; WAREHOUSING.** Unless agreed to the

contrary, the contract price includes absorption by Seller of freight charges, and Seller shall have the right to select the route, mode and carrier. If Buyer requires a route, mode or carrier other than that selected by Seller, Buyer shall bear the risk of loss or damage, and any extra cost incurred, in transit to Buyer's location. If the parties agree to Seller's use of a public warehouse, Buyer shall bear the risk of loss or damage in, and the entire cost of, onward transportation to Buyer's location, and all bailee's fees for products ordered by Buyer attributable to warehousing them for more than one hundred eighty (180) days.

9. **TITLE.** Unless agreed to the contrary, title to all products sold hereunder shall pass to Buyer upon their delivery to Buyer's location.

10. **FORCE MAJEURE.** Neither party shall be liable for its failure to perform hereunder if due to any contingency beyond the reasonable control of the party affected, including but not limited to acts of God, war, fire, bad weather, flood, accident, labor trouble or shortage, civil disturbance, plant shut down, equipment failure, voluntary or involuntary compliance with any applicable governmental regulation or order. Seller shall not be liable for its failure to perform hereunder if due to any shortage or inability to obtain (on terms deemed economically and commercially practicable by Seller) any raw material (including energy), equipment or transportation. Any quantities not delivered or accepted because of any such contingency may be eliminated from the contract at Seller's discretion. During any period when Seller is unable to supply the contract quantity of the product, whether caused by the circumstances above or otherwise, Seller may allocate any available product among its customers, including its own subsidiaries, divisions and departments, on such basis as Seller deems fair and reasonable.

11. **GOVERNMENTAL REGULATION.** Should Seller elect to discontinue, curtail or limit the production or sale of the product in consequence of the application of any governmental regulation or order (including but not limited to those relating to environment, ecology, energy, occupational safety and health, toxic substances, product safety, packaging, sale, use or application, consumer protection or transportation), compliance with which will, in the sole judgment of Seller, render the production, marketing or transportation of the product economically, technically or commercially infeasible, Seller may terminate this contract upon thirty (30) days prior written notice to Buyer.

12. **CLAIMS.** The type of products and the quantities thereof fixed by Seller's invoice shall govern unless proven to be incorrect. Claims relating to quantity, weight, defect apparent without use, or loss of or damage to any of the products sold hereunder are waived by Buyer unless made in writing within thirty (30) days after receipt of the product by Buyer. All claims for latent defects shall be made in writing immediately after such defect has become apparent, but no later than four (4) months after receipt of a product. Once any claimed defect has been discovered, no further use of such product shall be made by Buyer.

13. **TECHNICAL ASSISTANCE.** Seller may from time to time furnish technical assistance and information or other advice to Buyer, with respect to processing, further manufacture, other use or resale of the products purchased under this contract. Unless otherwise agreed in writing, Seller shall not be liable for and Buyer assumes all risks of such advice and the results obtained in reliance thereon.

14. **LIMITATION OF LIABILITY.** Buyer's exclusive remedy and Seller's exclusive liability under this contract or otherwise (including negligence) shall be for damages which shall in no event exceed so much of the purchase price as is applicable to that portion of the particular shipment with respect to which damages are claimed. In no event shall Seller be liable to Buyer for any loss of profits or any other special, incidental or consequential damages arising in connection with this contract or the product sold hereunder, whether or not such damages were foreseeable by the parties on the date of contract. Buyer assumes all risks and liability, and Seller assumes no liability, with respect to unloading and discharge of the product (including failure of discharge or unloading implements or materials used by Buyer, whether or not supplied by Seller), storage, handling, sale and use of the product (including its use alone or in combination with other substances or in the operation of any process), and the compliance or non-compliance with all federal, state and local laws and regulations applicable to the product.

15. **NON-WAIVER.** Seller's or Buyer's waiver of any breach or failure to enforce any of the terms or conditions of this contract at any time shall not in any way affect, limit or waive such party's right thereafter to enforce strict compliance with every term and condition hereof.

16. **ASSIGNMENT.** Neither this contract nor any right or obligation hereunder is assignable or transferable by either party in whole or in part without the prior written consent of the other party and any such purported

assignment without such consent shall be void, except that Seller shall have the right to assign this contract and its rights and obligations hereunder, without obtaining the prior written consent of Buyer, to any entity with which Seller (a) merges, (b) sells a substantial part of its assets or businesses, or (c) sells a substantial part of its assets or business relating to the manufacture and/or sale of the product.

17. APPLICABLE LAW. This contract shall be governed by and construed in accordance with the laws of the State of Connecticut without giving effect either to its conflict of law provisions or to the United Nations Convention on Contracts for the International Sale of Goods.

18. CAPTIONS. The titles contained in this contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this contract.

19. SEVERABILITY. If any provision of this contract shall be prohibited or invalid, such provision shall be ineffective to the extent of such prohibition or invalidity and the agreement shall be deemed modified by the parties so as to give maximum effect their original intent consistent with applicable law.

20. AMENDMENT. This contract is intended as the final expression of the parties' agreement and is the complete and exclusive statement of the terms thereof. No statements or agreements, oral or written, made prior to or at the signing hereof, shall vary or modify the written terms hereof; and neither party shall claim any amendment, modification or release from any provision hereof by reason of (a) mutual agreement unless such agreement is in writing signed by the other party, (b) course of performance or action, or (c) usage of trade. No modification or addition to the written terms hereof shall be effected by Seller's acknowledgment or acceptance of any purchase order, acknowledgment, release or other form submitted by Buyer containing other or different terms or conditions, to which notice of objection is hereby given.