

**INVISTA Resins & Fiber GmbH ("INVISTA") -TERMS AND CONDITIONS OF SALE
FOR USE UNDER GERMAN LAW
Terms and Conditions / Comments**

1. TERMS OF SALE

1.1 These Terms and Conditions of Sale ("Terms") shall exclusively apply to all purchases by Buyer of Product from INVISTA Resins & Fiber GmbH ("INVISTA"). Such purchases may be effected by sales agreements, exchange of offer and acceptance (whether or not on the basis of framework agreements) and/or electronic order facilities (the "Sales Agreement"). These Terms form an integral part of any such Sales Agreement, together constituting the entire Agreement (the "Agreement"). Once Buyer has agreed to the inclusion of these Terms in any Sales Agreement, these Terms shall exclusively apply to all future business between the parties even without further inclusion statement in new Sales Agreements unless the parties agree otherwise in writing.

1.2 Unless such provisions are expressly agreed to by INVISTA in written form, any additional or conflicting terms and conditions contained on, attached to or referenced by any declarations of Buyer when concluding the Sales Agreement, or other prior or later communication from Buyer to INVISTA, shall have no effect on the purchase of any such Product by Buyer from INVISTA and are expressly rejected by INVISTA.

2. SHIPMENT AND RISK OF LOSS

2.1 Unless otherwise stated in the Sales Agreement, all Product shall be shipped Ex Works INVISTA's designated shipping point (in accordance with Incoterms 2000).

2.2 Unless otherwise stated in the Sales Agreement, risk of loss, damage and contamination of Product passes to Buyer when INVISTA places Product with a common carrier at the shipping point and Product shall be deemed "delivered" at such time.

2.3 After placement of Product with the common carrier, Buyer shall be responsible for handling and supervising the delivery of Product and shall indemnify INVISTA for any loss or damage to persons, property or the environment arising out of or related to Buyer's breach of this section 2.3.

2.4 INVISTA will not place a valuation upon Product shipments unless specifically required in writing by Buyer or required for export purposes.

3. TAXES AND DUTIES

3.1 All taxes, duties, tariffs, consular fees, levies, penalties, and other charges imposed by any governmental authority, now or hereafter imposed with respect to the Agreement or the production, processing, manufacture, sale, delivery, transportation, importation, exportation or proceeds of Product hereunder or on remittance of funds in payment for Product shall be borne by Buyer. If paid, or required to be paid by INVISTA, Buyer shall reimburse INVISTA for such amounts within ten (10) days of receipt of written notice from INVISTA. If any Product is rejected for reasons not attributable to INVISTA, Buyer shall pay all taxes, duties, tariffs, consular fees, levies, penalties or other charges resulting from failure to re-export Product from the country of destination within such time limits as may be prescribed by applicable law.

3.2 INVISTA reserves to itself all applicable duty drawback allowances, and Buyer shall provide assistance in connection with INVISTA's application for the same.

4. PRODUCT STEWARDSHIP

4.1 Buyer acknowledges the hazards associated with the handling, unloading, discharge, storage, transportation, use, disposition, processing, admixture, or reaction (the "Use") of Product supplied under the Agreement and assumes the responsibility of advising those of its employees, agents, contractors, and customers in connection with such 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.

4.2 Buyer warrants to INVISTA that Buyer has sufficient experience in the Use of Product.

4.3 In the event that Buyer is provided a Material Safety Data Sheet (*Sicherheitsdatenblatt*) ("MSDS") by INVISTA for the Product, Buyer specifically agrees that Buyer shall advise all of its employees, agents, contractors and customers who will Use the Product of the MSDS, and any supplementary MSDS or written warnings that it may receive from INVISTA from time-to-time. In addition, if Buyer believes or has reason to believe the MSDS or other information provided to Buyer by INVISTA is inaccurate or in any way insufficient for any purpose, Buyer

will immediately notify INVISTA of the same, and provide INVISTA a reasonable opportunity to supplement or correct the information. Buyer shall be liable for its failures to advise of the MSDS and to timely provide such notice. Buyer shall defend, indemnify and hold INVISTA, its affiliates and their respective employees, officers, directors and stockholders (collectively "Indemnittees") harmless 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 ("Claims") which may arise, including personal injuries, death, damage to property or to the environment, regardless of whether based on negligence, strict liability, contract, or breach of warranty, arising out of or related to a breach of Buyer's obligations under this Agreement or – unless attributable to INVISTA – the sale or Use of Product or material made in whole or in part from Product sold hereunder. Buyer's duty under this Agreement shall survive the termination, cancellation or expiration of the Agreement or any orders there under and the cessation of any business transactions between Buyer and INVISTA, and Buyer's obligations herein shall remain in full force and effect as necessary for the purposes of compliance with the terms of this section.

5. DELIVERIES

5.1 If Buyer contrary to its obligation under section 2.1 has not taken responsibility for shipment by the time Product is ready for shipment, INVISTA may at its discretion select any reasonable method of shipment and Buyer shall bear the cost of such shipment method. Buyer herewith authorizes INVISTA to order such shipment in the name and on behalf of Buyer. To the extent flexibility is allowed by the Agreement for time or size of deliveries, the parties will cooperate to the extent reasonable to coordinate periods and times for deliveries hereunder, and Buyer will give reasonable prior notice as to quantities and scheduling desired, all subject to the quantities set forth in the Agreement. Buyer shall be solely liable for any demurrage arising out of the transportation, delivery, loading or storage of the Product hereunder, and INVISTA shall not be liable to Buyer for damages or charges resulting from a delay in the delivery of Product unless attributable to INVISTA.

5.2 If and to the extent that Product sold hereunder is to be delivered from any INVISTA facility, INVISTA shall have the right to require the execution of an access agreement prior to granting Buyer, its carriers, contractors or agents, access to such facility. Buyer is solely responsible for the delivery and agrees that it, and its carriers, contractors and agents, as a minimum, will comply with all of INVISTA's safety rules and regulations when they are at any of INVISTA's facilities. INVISTA will make available to Buyer such rules and regulations on request.

5.3 INVISTA may reject transports, containers or storage presented for loading/unloading/transfer or handling which, in INVISTA's sole discretion, would present an unsafe or potentially unsafe situation.

5.4 INVISTA may refuse to load/unload, transfer or handle any Product under any conditions it deems, in its sole discretion, unsafe, including, but not limited to, conditions caused by drivers, personnel, equipment, procedures, and/or weather conditions.

5.5 If Buyer, or its contractors or agents, loads, unloads or ships hazardous materials (*Gefahrgut*) pursuant to the Agreement, then Buyer warrants that all hazardous materials will be prepared for shipment, loaded, shipped and unloaded in compliance with all applicable Laws regarding the handling and transportation of hazardous materials. Buyer will indemnify, defend and hold the Indemnittees harmless from and against all Claims of whatever nature arising out of or relating to Buyer's failure to comply therewith.

5.6 If a release of Product occurs after Product has been loaded at INVISTA's shipping point, as between INVISTA and Buyer, Buyer will make all release notifications and reports that are required by Law and will provide INVISTA with written notice of such release notifications and reports within two (2) days of making the same. Further, as between INVISTA and Buyer, Buyer will be responsible for, and will promptly clean up, all such releases pursuant to applicable Laws.

5.7 For all deliveries under the Agreement, Buyer is solely responsible for offloading or unloading all Product.

To the extent Buyer fails to offload or unload the entire quantity of Product from the transport or container utilized for shipment (i) any residual or remaining Product shall be deemed to have been abandoned by Buyer for the beneficial use or re-use by INVISTA, and will become the property of INVISTA when received and accepted by INVISTA at the facility designated in writing by INVISTA; (ii) Buyer will not receive credit, payment or other consideration for any such residual or

remaining Product; and (iii) Buyer is solely responsible for the transportation of such residual or remaining Product (including freight charges, shipping documents, and compliance with all Laws related thereto) until received and accepted by INVISTA at the facility designated in writing by INVISTA.

6. RETENTION OF TITLE (EXTENDED)

6.1 Product shall remain INVISTA's property until all claims arising out of INVISTA's business relationship with Buyer have been settled. If Product has been processed or finished by Buyer, the retention of title shall extend to the new finished product.

6.2 If Product has been processed, combined or mixed by Buyer with products of others, INVISTA acquires joint title pro rata, to that part of the final product that represents the invoiced value of Product in relation to the total value of the other products which have been processed, combined or mixed.

6.3 In the event that Product is combined or mixed with main products of Buyer or of any third party, Buyer hereby assigns its rights to INVISTA with regard to the new product. If Buyer combines or mixes Product with main products of a third party for compensation, Buyer hereby assigns to INVISTA its right to compensation from such third party.

6.4 Buyer may, in the ordinary course of its business, resell any products (including Product) which are subject to INVISTA's retention of title. Buyer hereby assigns to INVISTA all of its claims arising from such resale and INVISTA herewith authorizes Buyer to collect the proceeds from such resale in its own name but for the account of INVISTA. If, according to such resale, Buyer does not receive the full purchase price in advance, Buyer shall agree with its customer a retention of title in accordance with this section. Buyer hereby assigns to INVISTA all of its claims arising under such agreement for retention of title. When required by INVISTA, the Buyer shall advise its customer of such assignment of rights and provide INVISTA with the information and documents necessary to enforce INVISTA's rights. INVISTA shall be entitled to collect any payments received by Buyer pursuant to the authorization granted by INVISTA and/or to enforce the retention of title against Buyer's customer if Buyer is in default with its payment obligations out of INVISTA's business relationship with Buyer.

6.5 In the event that the value of the property in which the security interest is granted to INVISTA exceed the value of INVISTA's claims by more than 30%, INVISTA shall, when requested, be obliged to release security interests which INVISTA deems appropriate to reduce security to the appropriate amount.

6.6 INVISTA may reclaim Product on account of the retention of title even if INVISTA has not yet withdrawn from the Sales Agreement and any exercise of the retention of title will only be seen as withdrawal from the Sales Agreement if INVISTA has beforehand expressly declared this in writing.

7. COMPLIANCE WITH LAW

7.1 The parties agree to 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 fulfilment of the Agreement.

7.2 Buyer will be responsible for compliance with all Laws applicable to Product once the Product has been delivered by INVISTA in accordance with this Agreement, including, without limitation, those related to operations, safety, maintenance, equipment, size and capacity, and pollution prevention.

7.3 If any license or consent of any government or other authority is required for the acquisition, carriage or Use of Product by Buyer, Buyer will obtain the same at its expense, and if necessary, provide evidence of the same to INVISTA on request. Failure to do so will entitle INVISTA to withhold or delay shipment, but failure to do so will not entitle Buyer to withhold or delay payment of the price therefore. Any expenses or charges incurred by INVISTA resulting from such failure will be paid for by Buyer within ten (10) days of receipt of INVISTA's written request.

7.4 Except as permitted under U.S. Laws and EC Laws, Product will not be sold, supplied or delivered by the Buyer directly or indirectly to any party or destination that, at the time of such sale, supply or delivery, is declared an embargoed/restricted party or destination by the government of the United States of America or by the United Nations or the EC. Within two (2) days after INVISTA's request, Buyer will provide INVISTA with appropriate documentation to verify the final destination of any Product delivered hereunder.

8. UNLOADING AND CONTAINERS

8.1 Buyer will unload and release all transportation equipment promptly so that no demurrage or other expense or loss resulting from delay shall be incurred and will comply with all instructions, if any, that INVISTA may give for return of such equipment. Buyer shall return returnable containers or packaging, freight collect. Buyer shall assume all other liability, including demurrage, with respect to such returnable containers and equipment, including packaging unless attributable to INVISTA.

8.2 Buyer agrees that if Buyer fails to return such containers and equipment within 120 days from date of invoice, INVISTA, at its option, shall have the right to transfer title to such unreturned containers or equipment to Buyer by invoicing Buyer for the same at INVISTA's then established prices, and the purchase price for such containers and equipment shall be due from Buyer upon receipt of invoice.

9. MEASUREMENT

Product quantities will be determined by INVISTA's measurement equipment at INVISTA's designated shipping point, unless proven to be in error. No adjustments will be made for any shortfall unless: (i) INVISTA is notified in writing of such shortfall within ten (10) days after delivery; and (ii) such shortfall is more than three percent (3%) of the quantities measured by INVISTA at the shipping point. Product quality shall be governed by a sample of Product taken by INVISTA at INVISTA's designated shipping point.

10. CLAIMS

Buyer shall, at its sole cost and expense, inspect Product delivered hereunder without undue delay after receipt. Within ten (10) days of Buyer's receipt of Product and before the use, disposition, processing, admixture, reaction or other change from the original condition of any part of the Product (except for reasonable test and inspection quantities), Buyer shall notify INVISTA in writing if Product is found non-conforming or short in any respect. Buyer specifically acknowledges and agrees that Buyer must test the compatibility of any fiber Products prior to any Use of fiber Products if the fiber merge number or other identifier differs from that designated in previous shipments. Any Use of any of Product (except for reasonable tests and inspection quantities) or Buyer's failure to give written notice to INVISTA of such defect or shortage within such ten (10) day period shall constitute an acceptance of the Product (including hidden defects, if any).

11. PAYMENT TERMS/CREDIT

11.1 Buyer shall pay all invoices, without deduction, in Euro via wire transfer of immediately available funds into a German bank account designated by INVISTA pursuant to the payment terms set forth in the Agreement. If the Agreement does not state payment terms, payment shall be received by INVISTA no later than thirty (30) days from the date of INVISTA's invoice. Delay in payment will result in Buyer being responsible for interest at a rate of 18% per annum, but not more than 10 percentage points, respectively 80% above the statutory rate, on the outstanding amount of any unpaid invoice beginning on the day after the payment due date. If the payment due date is a Saturday, Sunday or a day officially recognized in the place of declaration or performance as a public holiday, payment shall be due on the business day after such due date.

11.2 INVISTA makes no assurance or guarantee regarding any amount of credit or the continuation of such credit to Buyer. If INVISTA, in its sole discretion, provides Buyer with a line of credit to facilitate purchases of Product from INVISTA under the Agreement, such credit line may be amended, decreased or terminated at any time at INVISTA's sole discretion.

11.3 If any such credit provided to Buyer, or Performance Assurance is required by INVISTA of Buyer, Buyer will provide to INVISTA any or all annual reports containing Buyer's and/or the Buyer's Performance Assurance provider's audited consolidated financial statements for a particular fiscal year. In all cases, the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles.

11.4 Notwithstanding the foregoing, if the creditworthiness and future performance of Buyer is impaired or unsatisfactory, INVISTA may require from Buyer (i) prepayment by wire transfer of immediately available funds at least three (3) days prior to a scheduled shipment of Product, or (ii) Performance Assurance at least three (3) days prior to a scheduled Product shipment. In the event that Buyer neither provides the prepayment nor the Performance Assurance, INVISTA is entitled to suspend the delivery of Product. "Performance Assurance" means collateral in the form of either cash, letter(s) of credit, guaranty, or other security acceptable to INVISTA in its sole discretion.

11.5 Buyer may only set-off counterclaims or withhold payment based on counterclaims against INVISTA if such counterclaims are either undisputed or decided by final court decision.

12. PRODUCT QUALITY AND REMEDIES FOR NON-CONFORMING GOODS

12.1 INVISTA warrants only, at the time of delivery, that: (i) Product shall conform to INVISTA's then current specifications for the specific Product sold hereunder; and (ii) INVISTA will deliver good title to the Product and that the Product shall be delivered free of liens or encumbrances or any other third party rights impairing the use of the Product by Buyer.

12.2 If Product is non-conforming and Buyer has duly notified INVISTA, Buyer has its statutory rights, provided that: (i) INVISTA has the right to choose whether to remedy the defect or supply Buyer with non-defective replacement goods. (ii) INVISTA may make two attempts according to lit. (i) above to remedy the defect. Only if these attempts fail or are unacceptable to Buyer, Buyer may either withdraw from the contract or demand a reduction in the purchase price. (iii) With regard to claims for damages or reimbursement of expenses the limitations set forth in section 13 shall apply.

13. LIABILITY

13.1 INVISTA's liability for damages shall be subject to the following exclusions and limitations. The exclusions and limitations shall apply to all claims, irrespective of their legal grounds, including claims for breach of pre-contractual duties (*vorvertragliche Pflichten*), breach of ancillary duties (*Nebenpflichten*) as well as claims based on tortious liability, including manufacturer's liability (*Produzentenhaftung*) according to sections 823 et seq. of the German Civil Code (*Bürgerliches Gesetzbuch*; "BGB").

13.2 Any liability of INVISTA (i) for breaches of non-material contractual duties caused by simple negligence or a lesser degree of fault (*Verschulden*) or (ii) for breaches of non-material contractual duties by vicarious agents who are not legal representatives (managing directors or members of the executive board, or senior employees (*leitende Angestellte*)) shall be excluded.

13.3 Any tortious liability of INVISTA caused by simple negligence or a lesser degree of fault shall be excluded.

13.4 INVISTA's liability for damages caused by (i) gross negligence of INVISTA's legal representatives or senior employees or (ii) by a negligent breach of material contractual duties shall not be excluded but in each case limited to such damage as is typically foreseeable.

13.5 INVISTA's liability shall neither be excluded nor limited (i) for claims pursuant to the German Product Liability Act (*Produkthaftungsgesetz*), (ii) for any damage which is caused wilfully or fraudulently, (iii) damages caused by the lack of an assured property or a guarantee of workmanship or properties (*Herstellungs- oder Beschaffenheitsgarantie*) expressly granted and designated as such and (iv) for personal injury, damage of health or death.

13.6 Wherever it is stated in this Agreement that an event or damage must be attributable to INVISTA such event or damage is only attributable if INVISTA is liable under the limitations and exclusions set forth in this section 13.

13.7 Section 254 of the German Civil Code (mitigation of damages) remains unaffected.

14. STATUTE OF LIMITATION

14.1 Buyer's claims for non-conforming Product shall become statute-barred one year after delivery of Product.

14.2 Buyer's claims for damages and other forms of compensation (except for non-conforming Product) shall become statute-barred one year after Buyer has become aware of the relevant breach of contract or damaging event.

14.3 In the following cases the statutory periods of limitation apply instead of the one-year period: (i) liability for wilful misconduct, (ii) liability for fraudulent concealment of a defect, and (iii) claims under the German Product Liability Act (*Produkthaftungsgesetz*).

15. DEFAULT

Upon the occurrence of any of the following events: (i) the failure by Buyer to provide Performance Assurance when due; (ii) INVISTA shall not have received a payment due from Buyer hereunder by the date such payment is due under the Agreement, and such failure shall remain uncured for a period of five (5) days; (iii) the failure of Buyer to perform any other obligation in the Agreement and such failure is not excused or cured within ten (10) days after written notice thereof; (iv) the occurrence of a Bankruptcy Event; (v) the failure of Buyer to timely

provide prepayment or Performance Assurance as set forth in section 11.4 above; or (vi) the failure by any Performance Assurance provider of Buyer to perform any obligation of such Performance Assurance provider under any document executed and delivered in connection herewith, then INVISTA, in its sole discretion and after giving notice to Buyer, may do any one or more of the following: (a) suspend performance under the Agreement or any other agreement between Buyer and INVISTA; (b) cancel the Agreement or any other agreement between Buyer and INVISTA, whereby any and all obligations of Buyer, including payments or deliveries due, will, at the option of INVISTA, become immediately due and payable or deliverable, as applicable; and/or (c) set-off against any amount that INVISTA owes to Buyer under the Agreement or any other agreement between such parties. If INVISTA suspends performance and withholds Product delivery as permitted above, INVISTA may sell the Product to a third party and deduct from the proceeds of such sale the purchase price and all reasonable costs resulting from Buyer's default as identified above, including, without limitation, all costs associated with the transportation (including demurrage and other vessel or shipping related charges), storage, and sale of the Product. The foregoing rights, which shall include, but not be limited to, specific performance, shall be cumulative and alternative and in addition to any other rights or remedies to which INVISTA may be entitled at Law or in equity. In addition, INVISTA shall be entitled to recover from Buyer all court costs, attorneys' fees and expenses incurred by INVISTA in connection with Buyer's default, and interest on past due amounts at the rate specified in section 10 hereof. "Bankruptcy Event" means the occurrence of any of the following events with respect to Buyer 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 (however evidenced); (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.

16. PATENT INFRINGEMENT ARISING FROM PRODUCT USE

Buyer expressly assumes the risk of and agrees to indemnify, defend, and hold the Indemnittees harmless from and against any and all claims for patent infringement by reason of Buyer's Use of Product provided hereunder, whether used singly or in combination with other product or material, or in the operation of any process unless the infringement is attributable to INVISTA.

17. SPECIALTY MANUFACTURED PRODUCT

If the Agreement covers Products that must be manufactured especially for Buyer, and the Agreement is suspended, terminated or cancelled for any reason not attributable to INVISTA, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension, termination or cancellation is received by INVISTA. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefore as though delivery has been made and INVISTA will store such Products for Buyer's account and at Buyer's expense.

18. EXCUSED PERFORMANCE

18.1 *Force Majeure*: The parties will be excused from their respective performances hereunder (except Buyer's payment obligations) if 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 INVISTA for manufacturing, handling or delivering of Product, or internally produced intermediates used in manufacture of any of the Product, plant shutdowns, any necessity to not operate, or to reduce operation of, equipment in order to protect the safety of people or to protect the environment, or any other circumstances beyond the reasonable control of the party seeking excuse from performance ("force majeure"). Promptly after a party determines a force majeure condition exists, that party will notify the other of the circumstances and consequences claimed and will use reasonable means to remove the cause(s) in question. Neither party will be obligated to settle any demands of, or disputes with, laborers; nor will Buyer be excused from paying monies due or complying with INVISTA's credit terms. Quantities affected by force majeure will be deleted from the Agreement, but the Agreement will otherwise continue in full force and effect for the term set forth in the Agreement. In periods of shortage of

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

18.2 **Impracticability:** INVISTA may suspend performance and/or terminate the Agreement without liability to Buyer if, for any reason, INVISTA shuts down the unit(s) in which, or the plant at which, Product is made or if a change in circumstances (whether foreseeable or unforeseeable) causes INVISTA to incur a loss on a full cost basis at any time on the sale of Product hereunder.

18.3 **Shortages:** In case INVISTA and Buyer have agreed on a qualified source of supply and for any reason not attributable to INVISTA shortages occur in INVISTA's supply of the goods or products necessary to produce Product, INVISTA may, without obligation to Buyer, obtain similar products from other sources and allocate all such products produced among its customers, its own requirements and the requirements of its divisions, subsidiaries and affiliates, in a manner and amount that is fair and reasonable. INVISTA may deduct the quantity not shipped because of this allocation from the quantity under the Agreement without liability to Buyer for failure to deliver.

19. CONFIDENTIALITY

19.1 Buyer agrees to treat as confidential all information supplied by INVISTA, and not in the public domain, in connection with the Agreement, including, but not limited to: specifications, drawings, blueprints, and other technical, business or sales data, or statements of work (collectively referred to as the "Confidential Information"). Buyer agrees to (i) limit use of aforementioned Confidential Information only to the performance of the Agreement, and (ii) limit the disclosure of the Confidential Information to those of its employees necessary for the performance of the Agreement, unless prior written consent has been granted by INVISTA to permit other use or disclosure. Buyer shall, upon request or upon expiration, termination or cancellation of the Agreement, promptly return all documents previously supplied, destroy any and all copies that were reproduced, and send written confirmation to INVISTA certifying such destruction.

19.2 The confidentiality obligation shall not apply to such Confidential Information (i) which Buyer will prove that it had already been owned by Buyer or had become part of the public domain at the time when such Confidential Information was disclosed to Buyer; or (ii) later will be owned by Buyer or disclosed to Buyer without breach of this confidentiality obligation.

19.3 To the extent that Buyer is required according to mandatory law, or by an order of a court of competent jurisdiction or by public authorities which could not be avoided, to disclose Confirmation Information notwithstanding this section 19, Buyer shall inform the INVISTA of such requirement at the conclusion of this Agreement but not later than at the time when it becomes aware of such requirement or of the possibility thereof, and Buyer shall consult with INVISTA about the disclosure of the Confidential Information.

19.4 The confidentiality obligation of this section shall apply accordingly for Confidential Information disclosed by Buyer to INVISTA.

20. TRADEMARKS

Except as may be contained in a separate trademark license, the sale of Product (even if accompanied by documents using a trademark or trade name) does not convey a license, express or implied, to use any trademark or trade name and Buyer shall not use a trademark or trade name of INVISTA in connection with the Product.

21. SUCCESSOR AND ASSIGNS

The Agreement binds and inures to the benefit of Buyer and INVISTA and their respective successors and permitted assigns. Buyer may not assign any interest in, nor delegate any obligation under the Agreement, by operation of Law or otherwise, without INVISTA's prior written consent. Any assignment or attempted assignment in contravention of the foregoing shall be null and void, shall be considered a breach of the Agreement, and shall permit INVISTA, in addition to any other rights that it may have, to terminate the Agreement.

22. GOVERNING LAW/VENUE FOR DISPUTES

22.1 Any dispute arising out of or in connection with this agreement shall be exclusively submitted to the courts of Frankfurt on the Main. Should nevertheless a forum in the U.S. be applicable by means of mandatory law, Buyer and INVISTA each waive, to the fullest extent permitted by applicable law, any right they may have to a trial by jury in respect of any suit, action, claim or proceeding in connection with the Agreement.

22.2 The Agreement shall be exclusively governed by German law to the exclusion of the Laws on conflict of laws and the UN convention on the International Sales of Goods (CISG).

23. AMENDMENT

No salesperson is authorized to bind INVISTA; orders placed with a salesperson are not binding on INVISTA until confirmed in writing by INVISTA's authorized employee. All technical advice, services and recommendations by INVISTA are intended for use by persons having skill and know-how, and are accepted by Buyer at its own risk and INVISTA assumes no responsibility for results obtained or damages incurred from their use. No statements or agreements, oral or written, not contained herein or in a future amendment hereto executed by both parties will vary or modify the terms hereof. Neither party shall claim any amendment, modification or release of any provisions hereof unless the same is in writing and such writing: (i) specifically refers to the Agreement; (ii) specifically identifies the term amended; and (iii) is signed by duly authorized representatives of INVISTA and Buyer. Any waiver of the requirement of such written amendments must be in writing.

24. NOTICES

All notices, consents, communications or transmittals under the Agreement shall be in writing and shall be deemed received on the day of delivery if delivered by hand, by nationally recognized overnight courier or delivery service, or by facsimile (with written confirmation of the completed transmittal); or within three (3) business days if mailed by United States mail as certified or registered mail with return receipt, postage prepaid, addressed to the party to whom such notice is given at the address of such party stated in the Sales Agreement. Any waiver of the requirement of such written notice must be in writing.

25. INDEPENDENT CONTRACTORS

INVISTA 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 the Agreement or otherwise, and no fiduciary, trust or advisor relationship, nor any other relationship, imposing vicarious liability shall exist between the parties under the Agreement or otherwise at Law.

26. NO THIRD PARTY BENEFICIARIES

The Agreement is solely for the benefit of INVISTA 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. MISCELLANEOUS

These Terms supersede any terms and conditions of previous dates, and if there is a conflict between these Terms and the specific provisions contained in the Sales Agreement, the specific provisions contained in such Sales Agreement shall control. Capitalized terms not defined herein shall have the meanings set forth in the Sales Agreement. The captions and section headings set forth in the Agreement are for convenience only and shall not be used in defining or construction of any of the terms and conditions of the Agreement. Waiver by either party of any breach of the terms and conditions contained herein will not be construed as a waiver of any other or continuing breach. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of its other provisions. No course of dealing, course of performance, or usage of trade shall be considered in the interpretation or enforcement of the Agreement.