

GENERAL TERMS AND CONDITIONS OF SALES

THESE GENERAL TERMS AND CONDITIONS OF SALE OF GOODS (the “T&C”) are made by and between OCTAL and Buyer, as defined below.

OCTAL and Buyer are hereinafter referred to individually as “Party” and collectively as “Parties”.

1 DEFINITIONS

In T&C, the following expressions shall, unless otherwise specified or the context otherwise requires, have the meanings set out opposite them respectively:

- “**Affiliates**” means any corporation, firm, company, partnership, or any other entity that directly or indirectly controls or is controlled by or is under common control with OCTAL.
- “**Agreement**” means the Framework Sales Contract, and/or these T&Cs and Sales Contract;
- “**Buyer**” means the person, firm or company who issues PO to, and/or receives Sales Order from, OCTAL;
- “**Force Majeure Event**” means the prevention, hindrance or delay of a Party’s performance of any of its obligations pursuant to Agreement due in whole or in part to reasons that are both beyond the reasonable control of such Party and that could not have been prevented by the exercise of reasonable precautions;
- “**Goods**” means the goods supplied by OCTAL to a Buyer according to Agreement;
- “**ICC**” means the International Chamber of Commerce;
- “**INCOTERM**” means the international commercial terms (2010) used in the export and import of goods;
- “**OCTAL**” means OCTAL Extrusion Corp, a company incorporated and existing under the laws of the State of Delaware, and having its registered office at 2711 Centreville Road, Suite 400, Wilmington, New Castle 19808, Delaware, United States of America;
- “**Parties**” means OCTAL and Buyer;
- “**Party**” means OCTAL or Buyer;
- “**PO**” means the purchase order submitted by Buyer to OCTAL;
- “**Price**” means the price of sale of Goods mentioned in Sale Contract; and
- “**Sales Contract**” means the offer submitted by OCTAL to Buyer for the supply of Goods.

2 REVISION OF TERMS AND CONDITIONS

None of OCTAL sales representatives, or any other employee, has authority to amend, rescind or revise any of the provisions of T&C; no variation, revision or waiver of any of the provisions of T&C, shall be binding unless made in writing and duly executed by an authorized signatory of OCTAL.

3 SCOPE OF APPLICATION

T&C are applicable to all sales made by OCTAL to Buyer.

4 TRANSACTION AGREEMENT

- 4.1 Buyer requests to buy and OCTAL accepts to sell Goods in accordance with provisions of Agreement. Executing and returning T&C by Buyer or, in any event, commencement of performance, shall constitute an unconditional acceptance of Agreement by Buyer.
- 4.2 Sale of goods (the “Sale”) is regulated by the Agreement.
- 4.3 In case of discrepancy between these T&C and the provisions of Sales Contract, the Sales Contract prevails. In case of discrepancy between the provisions of the Sales Contract and the Framework Sales Agreement, the Framework Sales Agreement prevails.
- 4.4 Without justification, liability or any additional cost or expense, OCTAL is fully entitled to reject any PO issued by Buyer, within ten (10) days from the delivery of such PO to OCTAL.
- 4.5 Sales Contract is only valid for a period of three (3) days from its delivery to Buyer; after this period, Sales Contract(s) that are still not confirmed in writing by Buyer are considered null and void without any justification, additional liability, cost or expense.
- 4.6 Proposed exceptions to any provision of Sales Contract must be stated by Buyer within three (3) days of receipt of said Sales Contract and in any case before commencement of performance by OCTAL and shall not be effective unless expressly accepted in writing by OCTAL according to the provisions of Clause 2.
- 4.7 Parties may elect to complete the Sale through the use of electronic information transmission (the “**Electronic Transmission**”). Buyer shall provide and maintain the necessary facilities and/or computer equipment to safely receive electronic business documents. Any business document transmitted, received and otherwise agreed to hereunder shall be binding to Parties to the same extent as if such electronic business documents were executed and exchanged in hard copies of customary form, and shall be deemed for all purposes (i) as a signed document; and (ii) to constitute an original document when printed from electronic files or records established and maintained in the normal course of business.
- 4.8 While all reasonable care is taken to arrange secure Electronic Transmission, OCTAL, its directors, officers and/or employees cannot guarantee the security of Electronic Transmissions or the reliability, accuracy, timeliness or completeness of said information. Under no circumstance will OCTAL, its directors, officers and/or employees be liable to Buyer or any other third party for any losses, damages, costs or other consequences resulting directly or indirectly from Electronic Transmission.

5 SHIPMENT AND DELIVERY

- 5.1 Time of shipping and/or delivery is not of essence and shipping/delivery dates are estimates only and subject to change upon notice from OCTAL to Buyer. Shipping and/or delivery dates mentioned in Sales Contract are the first possible dates of shipment/delivery and are not in any way guaranteed.
- 5.2 Buyer submits PO to, or accepts Sales Contract from, OCTAL and buys Goods from OCTAL at Salalah, Sultanate of Oman, at the delivery date(s), Price and currency mentioned in Sales Contract. Buyer undertakes to provide OCTAL with any export/import information required to enable OCTAL to complete the Sale.
- 5.3 Delivery of Goods shall take place according to the provisions of the INCOTERM mentioned in Sales Contract.

- 5.4 OCTAL undertakes to pack Goods for shipping and storage in accordance with international standard practices. It is Buyer's duty to notify OCTAL of any specific packaging requirement; such requirement shall be made by OCTAL at Buyer's sole expense. OCTAL is entitled to reject any packaging requirement made by Buyer without any justification.
- 5.5 OCTAL undertakes to promptly notify Buyer of any detail necessary for the tracking of Goods.
- 5.6 Risk of loss and damage passes from OCTAL to Buyer according to the provisions of the INCOTERM mentioned in Sales Contract.
- 5.7 Within a maximum period of four (4) months after receipt of Goods by Buyer and provided that Goods are stored in compliance with highest professional standards, including but not limited to a covered warehouse free of dust, humidity, and not exposed to direct sunlight (the "Claim Period"), Buyer shall file a claim with OCTAL for any material non-compliance of quantity and/or quality of Goods with Specifications or Certificate (the "Claim"). Upon notification, and in case of non-agreement, OCTAL and Buyer will cooperate in good faith and appoint an internationally recognized independent quality and compliance inspection entity without any unnecessary delays to issue a final and binding report concerning the compliance of the quantity and quality of Goods (the "Inspection Report").
- 5.8 If Buyer does not submit Claim according to the provisions of Clause 5.7, relevant Goods will irrevocably be considered fully compliant with the specifications mentioned in Sales Contract.
- 5.9 OCTAL will consider Claim and/or Inspection Report in the light of actual circumstances. OCTAL may, based on its sole discretion, reject the claim or choose to replace Goods.
- 5.10 OCTAL will not consider Claim for compensation for loss or losses due to natural causes, responsibility of transporter or underwriter.

6 PRICES & PAYMENT

- 6.1 Within the period as provided in Sales Contract, Buyer shall deliver to OCTAL, either written confirmation of a bank funds transfer confirming payment of Price to OCTAL's bank account or an irrevocable and unconditional negotiable letter of credit (the "Letter of Credit") for Price (the "LC Amount"), payable at first sight. Should Buyer not comply with the provisions of this Clause 6.1, OCTAL will be fully entitled to exercise its rights under Clauses 7.3 and 7.4; also OCTAL will not be held liable for any delay in relation to the delivery of Goods.
- 6.2 Letter of Credit shall be issued by a solvent recognized international bank or financial institution with a long term debt rating of BBB or higher, (as rated by Standard & Poor's) or BAA or higher (as rated by Moody's Investors Service), from which OCTAL may draw on such Letter of Credit.
- 6.3 In addition to the provisions mentioned above, Letter of Credit shall:
- be subject to Uniform Customs and Practices for Documentary Credits, ICC Publication No. 600;
 - be fully assignable by OCTAL; and
 - permit partial draws.
- 6.4 In addition to the foregoing, the form and terms of Letter of Credit (and the bank issuing the same) shall be submitted to the acceptance of OCTAL, in OCTAL's sole discretion, and shall provide, among other things, that:
- such Letter of Credit shall be irrevocable, unconditional;
 - OCTAL, or its managing agent, shall have the right to draw down an amount up to the face amount of Letter of Credit upon the presentation to the issuing bank of OCTAL's statement that such amount is due to OCTAL under the terms and conditions of Agreement, it being understood that such statement shall be signed by any member of the senior management of OCTAL; and
 - Letter of Credit will be honoured by the issuing bank without inquiry as to the accuracy thereof and regardless of whether Buyer disputes the content of such statement.
- 6.5 Based on OCTAL's sole discretion, Buyer may benefit from open credit terms defined by OCTAL on case by case basis and in compliance with OCTAL's internal policies and procedures in force.
- 6.6 If Buyer fails to pay Price for any Good in accordance with the Sales Contract, OCTAL will be, without prejudice to any other right or remedy that it may have, entitled to:
- 14.3.1 cancel or suspend any further delivery to Buyer;
 - 14.3.2 sell or otherwise dispose of any Good whether or not appropriated thereto; and
 - 14.3.3 charge Buyer interest on Price at the rate of SEVEN PER CENT (7%) per annum from the date the payment became due until actual payment is made, irrespective of whether the date of payment is before or after any judgement or award in the respect of the same.
- 6.7 All prices payable by Buyer under Agreement are exclusive of any applicable value added tax, sales tax or other tax, for which Buyer shall be solely liable and shall be made free of exchange and bank charges.

7 TERMINATION FOR CAUSE

OCTAL may, based on its sole discretion, terminate Agreement forthwith by notice in writing to Buyer, if such Buyer:

- 7.1. commits a material breach of Agreement which in the case of a breach capable of remedy would not have been remedied within thirty (30) days of the receipt by Buyer of a notice from OCTAL identifying the breach and requiring its remedy; or
- 7.2. is unable to pay its debts or enters into liquidation (other than for the purpose of effecting a reconstruction or amalgamation) whether compulsorily or voluntarily or compounds with or convenes a meeting of its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of a debt, or ceases for any reason to carry on business.
- 7.3. without prejudice to OCTAL's right to receive interest or any other right, fails to pay Price; or
- 7.4. fails to provide OCTAL Letter of Credit as referred to in Clause 6.1.

8 WARRANTY AND LIMITATION OF LIABILITY

- 8.1 OCTAL undertakes that Goods will, upon the transfer of ownership title to Buyer, meet the specifications mentioned in Sales Contract; OCTAL also warrants that Goods will be conveyed to Buyer with good title, free from any lawful lien or encumbrance.
- 8.2 Save and except for the provisions of Clause 8.1, OCTAL makes no representations or warranties of any kind, type or nature. OCTAL hereby disclaims all representations, conditions and express or implied warranties as to Goods, including but not limited to any implied warranty of merchantability or fitness for a particular purpose, and non-infringement. OCTAL will not be liable for any damage, loss, cost or expense for breach of warranty.
- 8.3 The overall liability of OCTAL under, or with respect to Goods supplied to Buyer pursuant to Agreement, whether in contract, tort, in strict liability or otherwise, shall not exceed Price of Goods with respect to which damages or liability is claimed.

9 INTELLECTUAL PROPERTY

- 9.1 Any recommendations by OCTAL are not intended to suggest uses or operations which would infringe or violate any patents or other intellectual property rights, and OCTAL assumes no responsibility or liability for any such infringement or violation.
- 9.2 Buyer agrees to indemnify, defend and hold OCTAL and its Affiliates harmless from and against any alleged patent infringement or violation of other intellectual property rights resulting from OCTAL's compliance with designs and/or specifications furnished by Buyer or with specific written instructions given by Buyer for the purpose of directing the manner in which OCTAL shall perform Agreement.

10 TAXES AND DUTIES

Unless otherwise provided in the Sales Contract, any sale, use, value added or other taxes imposed on the transaction covered by the Agreement are not included in the Price. Such taxes will be solely borne by the Buyer, where applicable, or billed separately by OCTAL to Buyer.

11 ASSIGNMENT

Parties shall not be entitled to assign, transfer, subcontract or charge the Agreement or any of their respective rights or obligations hereunder.

12 INDEMNIFICATION

Buyer agrees to defend, indemnify and hold OCTAL and its Affiliates harmless from and against any and all losses, damages, liabilities, costs and/or expenses whatsoever caused in whole or in part by Buyer's acts or omissions, including but not limited to, any loss arising from breach of provisions of Agreement or improper performance by Buyer and for damages and/or injuries of any type which may be incurred by OCTAL during the fulfillment of its obligations under Agreement.

13 RIGHT OF RECOVERY

OCTAL is entitled to recover, in addition to whatever other remedy or recovery to which it is entitled, its reasonable costs and expenses, including reasonable attorney's fees, incurred in enforcing and/or defending its rights under Agreement.

14 PRESCRIPTION

Any proceeding or action by Buyer arising under or relating to Agreement, whether based on breach of contract, tort (including negligence and strict liability) or other theories must be commenced within two (2) calendar years after the cause of action accrues or it shall be barred.

15 FORCE MAJEURE

Neither Party, nor its employees, suppliers, subcontractors, or agents, shall be liable for failure to strictly perform thereunder due to Force Majeure Event beyond their reasonable control, such as fires, floods, court orders, strikes, acts of governmental authorities, or acts of God, provided that the Party affected by the force majeure gives the other Party timely notification of causes and the effects of the force majeure.

16 CONSEQUENTIAL DAMAGE

In no event will OCTAL or its Affiliates be liable in contract, in tort, in strict liability or otherwise, for any special, indirect, incidental, consequential, speculative, punitive or exemplary damages, including, but not limited to, loss of anticipated profits or revenues, loss of use, non-operation or increased expense of operation of equipment, cost of capital, or claims of customers of Buyer for failure or delay in achieving anticipated profits or products. OCTAL or its Affiliates shall not be responsible for any, and Buyer assumes all, liability for personal injury and property damage resulting from the handling, possession, processing or use of Goods.

17 SEVERABILITY

- 17.1 Each of the provisions contained in Agreement shall be construed as independent of every other provision to the effect that if any provision of Agreement or the application of any provision to any person, firm or company or to any circumstance shall be determined to be invalid and unenforceable, such determination shall not affect any other provision in Agreement or the application of such provision to any person, firm, company or circumstance all of which other provisions shall remain in full force and effect.
- 17.2 In the event that any provision of Agreement shall be held to be invalid or unenforceable by a court of law or other competent authority in a way which in the sole opinion of OCTAL materially adversely affects the right of OCTAL under Agreement, OCTAL may without liability terminate Agreement by notice in writing to Buyer to that effect.

18 GOVERNING LAW AND DISPUTE RESOLUTION

Agreement is governed by and shall be construed in accordance with the laws of the state of Ohio, USA. Any dispute arising in connection with the existence, interpretation or execution of this Agreement will be resolved exclusively by the competent courts of Hamilton County, Ohio.

19 SET-OFF

Neither Party shall be entitled to set-off any payment obligations to other Party except in the event of mutual consent by both Parties.

20 NOTICES

- 20.1 Any notice or other communication to be given by one Party to another under, or in connection with the matters contemplated by Agreement shall be sent to the address appearing under its name on the front side hereof or in each case to such other address and/or facsimile number and/or marked for such other attention as may from time to time be specified by relevant Party to other Party, by notice given in accordance with this Clause 20.
- 20.2 Any notice or other communication to be given by one Party to other Party, under, or in connection with the matters contemplated by Agreement shall be in writing and shall be given by letter delivered by hand or sent by first class prepaid recorded delivery or registered post or by facsimile, provided that any notice sent by facsimile must be followed within fourteen (14) days by confirmatory copy delivered by hand or post. Any notice served by facsimile or delivered by hand will be deemed to have been received on the next working day after sending or delivery, and any notice served by post will be deemed to have been received seven (7) working days after posting of the same.

21 CONFIDENTIALITY

Agreement is agreed to be the proprietary information of OCTAL and is strictly confidential. Except as otherwise required by law, Buyer shall not disclose any provision of Agreement (inclusive but not limited to Price of the Goods) to any third party without the express prior written consent of OCTAL.

22 GENERAL

- 22.1 No failure of OCTAL to exercise, and no delay on its part in exercising, any power given to it hereunder or failure to insist, or delay in insisting upon, strict compliance by Buyer or OCTAL with any obligation or condition of Agreement and no custom or practice of Parties at variance with the terms of Agreement shall constitute a waiver of any of OCTAL's rights under Agreement.



- 22.2 No waiver by OCTAL of any particular default by Buyer shall affect or impair OCTAL's rights in respect of any subsequent default of any kind by Buyer, nor shall any delay or omission of OCTAL to exercise any rights arising from a default affect or impair OCTAL's rights in respect of the said default or any other default of Buyer hereunder. Subsequent acceptance by OCTAL of any payments by Buyer shall not be deemed a waiver of any preceding breach by Buyer of any of the terms, undertakings or conditions of Agreement.
- 22.3 Any right conferred upon OCTAL by Agreement and these T&C shall be in addition to and without prejudice to all other rights and remedies available to it.
- 22.4 The rights and remedies of OCTAL under Agreement and these T&C are cumulative and not exclusive of each other or of any other right or remedy.
- 22.5 Parties may decide to sign in one or more counterparts the Agreement and these T&C, each of which shall be deemed an original. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic mail via portable document format (.pdf) shall be as effective as delivery of an original and manually executed counterpart hereof.