

GENERAL TERMS FOR SALES AGREEMENT

1.0 **Default:** Each delivery under this Agreement is a separate transaction, without reference to any other shipment. If either Party is in default with respect to any of the terms or conditions of this Agreement, including, without limitation, Buyer's failure to pay any invoice in accordance with the terms of this Agreement, the other Party may, at its option, defer further performance until the default is remedied, and, without prejudice to any other legal remedy, may terminate this Agreement if the default is not remedied within twenty (20) (five (5) for nonpayment of invoices) working days after written notice is provided to the Party in default, specifying the thing or matter in default.

2.0 **Warranty and Limitation of Remedy:**

2.1 All claims relating to quality, quantity, weight, condition and loss of or damage to the Product contained in any delivery will be waived by Buyer unless made in writing to Seller within thirty (30) days after either: (1) tender of delivery to, and refusal to accept delivery by Buyer; or, (2) acceptance of delivery by Buyer; or, (3) the dates specified for delivery, whichever shall occur or apply.

2.2 Any technical information or assistance that Seller gives Buyer is provided at Buyer's risk and is not a warranty or specification. Except as stated in Section 4.0 hereof titled "Patents", Seller warrants only its title to the Product and that the quality of the Product shall conform to Seller's published specification, if any. THESE ARE THE ONLY REPRESENTATIONS OR WARRANTIES SELLER MAKES AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, UNDER STATUTE OR ARISING OTHERWISE IN LAW FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION, ANY OTHER WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE DISCLAIMED BY SELLER. IN THE EVENT ANY PRODUCT FAILS TO CONFORM TO THE WARRANTIES IN THIS SECTION 2.2 SELLER'S EXCLUSIVE OBLIGATION AND BUYER'S EXCLUSIVE REMEDY SHALL BE LIMITED TO, AT SELLER'S OPTION, REPLACEMENT OF THE NONCONFORMING PRODUCT AT SELLER'S EXPENSE, OR A REFUND OF THE PURCHASE PRICE ATTRIBUTABLE TO A SPECIFIC DELIVERY AS TO WHICH A CLAIM IS MADE AND TRANSPORTATION COSTS FOR SUCH SPECIFIC DELIVERY. EXCEPT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, IN NO EVENT WILL SELLER BE LIABLE UNDER ANY THEORY OF RECOVERY (WHETHER BASED ON NEGLIGENCE OF ANY KIND, STRICT LIABILITY OR TORT) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO, ARISING FROM OR RESULTING FROM THE DELIVERY HEREUNDER OF OR ANY USE MADE OF THE PRODUCT, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2.3 Recommendation of Seller for use of the Product is based upon tests believed to be reliable, but Seller makes no warranty of the results to be obtained. Buyer assumes all responsibility and risk and liability arising from: (1) the transportation, unloading, discharge, storage, handling and use of the Product, including use thereof alone or in combination with other substances; (2) the improper functioning or failure of unloading, discharge, transportation or storage systems equipment used by Buyer, whether furnished or recommended by Seller or not; and, (3) the failure to comply with federal, state and municipal laws, rules, and regulations governing unloading, discharge, storage, handling and use of the Product. Buyer assumes the risk of all damage, loss, costs and expense, and agrees to indemnify, hold harmless and defend Seller, its officers, agents and employees, from and against any claim, suit, damage, cost, expense, fine, liability or cause of action whatsoever, including without limitation for the death of or injury to persons or damage or destruction of property, and including reasonable attorney fees, on account of, relating to, or arising out of the use, possession, transportation or disposal of the Product or any product made therefrom (whether by Buyer, any distributor, end-user, or governmental authority), and sounding in any legal theory whatsoever, and from any failure by Buyer to adhere to Export Controls or Export Compliance Requirements as set forth below .

3.0 **Force Majeure:** Seller's failure or inability to make, or Buyer's failure or inability to take, any delivery or deliveries when due, or the failure or inability of either Party to timely perform any other obligation required of it under this Agreement, other than the payment of money, if caused by "Force Majeure", as hereinafter defined, shall not constitute a default of this Agreement or subject the Party affected by Force Majeure to any liability to the other; provided that the Party so affected promptly notifies the other of the existence of the Force Majeure, its expected duration and the anticipated effect of the Force Majeure on its ability to perform its obligations under this Agreement. The Party shall promptly notify the other Party when the Force Majeure circumstance no longer affects its ability to perform its obligations hereunder. The quantity of Product to be delivered shall be reduced by that quantity not delivered as a result of the Force Majeure circumstance, unless both Parties agree that the total quantity to be delivered under this Agreement should remain unchanged. For so long as Seller's ability to perform is affected by the Force Majeure circumstances: (i) Seller may, at its option, elect to allocate its total production of the Product among its various requirements for the Product (e.g., manufacturing and sales) in a manner the Seller considers practicable and which, in the opinion of Seller, is fair and reasonable; and, (ii) Buyer may obtain the quantities of Product which Seller is unable to deliver from another source without any obligation to Seller. During the time that Seller is unable to make deliveries or otherwise perform, it shall not be obligated to procure, or to use its best efforts to procure, any quantity of the Product to be sold to Buyer under this Agreement from any alternate producer or supplier. As used herein, the term "Force Majeure" means any act of God, nature or the public enemy, accident, explosion, flood, drought, perils of the sea, strikes, lockouts, labor disputes, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant), federal, state or municipal legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain, raw materials, supplies, equipment, fuel, power, labor, or other operational necessity

(including, without limitation, the inability to produce the Product due to a co-product circumstance), interruption or curtailment of power supply, or any other circumstance of a similar or different nature which is beyond the reasonable control of the affected Party. A Party is not required to resolve labor disputes or disputes with suppliers of raw materials, supplies, equipment, fuel or power, or seek alternate sources thereof except in accordance with such Party's business judgment as to its best interest. Further and for avoidance of doubt, Seller shall not be required to repair and/or rebuild its production facilities for the Products or facilities related thereto that may be materially damaged or destroyed. In the event a Force Majeure circumstance affects either Party's performance under this Agreement for at least ninety (90) consecutive days, the Party who is able to perform may terminate this Agreement upon written notice to the affected Party.

4.0 Patents:

4.1 Seller warrants that the Product shall be delivered free of the rightful claim of any third person for infringement of any U.S. patent covering the manufacture of the Product. Seller does not warrant against infringement by, and assumes no responsibility by reason of, the use of the Product in combination with other materials or apparatus or in the operation of any process or apparatus. Buyer acknowledges and agrees that it is solely responsible for conducting its own due diligence to determine whether Buyer's intended use of the Product may need to be considered in light of patents of third parties. Buyer acknowledges and agrees that it is solely responsible for determining the existence of any such third party patents and their potential relevance to any application for which Buyer intends to use Product; and further acknowledges and agrees that Buyer is solely responsible for obtaining and paying for any license that may be required. Buyer acknowledges that no license, right or interest to any patents of third parties is granted to Buyer under this Agreement. Furthermore, purchase of the Product does not grant immunity to Buyer under any of Seller's patents relating to the use of the Product in combination with other materials or apparatus or in the operation of any process or apparatus.

4.2 In the event of the commencement of any suit or proceeding against Buyer for infringement covered by the above warranty of Seller, Seller will indemnify, hold harmless and defend Buyer therefrom, provided Buyer: notifies Seller promptly, in writing, of the commencement of such suit or proceeding; allows Seller to defend such suit or proceeding in Buyer's name; renders to Seller, at Seller's cost, all reasonable assistance for the defense or settlement thereof; and, does not settle or compromise any such suit or proceeding without the prior written consent of Seller.

4.3 Except as expressly set forth in Section 4.2 immediately preceding, Buyer will indemnify, hold harmless and defend Seller from and against any claim, suit, damage, cost, expense, fine, liability or cause of action whatsoever, including reasonable attorneys fees, on account of, relating to, or arising out of any claimed infringement of the rights of any third party due to the use of the Product by Buyer, or any toll producer of Buyer, or the use, distribution or sale of any product made there from.

5.0 Taxes: Any tax, or other governmental charge, or increase in any such tax or governmental charge, on the production, sale and/or shipment of the Product sold under this Agreement (other than taxes based upon Seller's net income), or entering into the costs thereof, whether by federal, state or municipal authorities, imposed, or becoming effective, on or after the date of this Agreement, will be added to the price then in effect hereunder and will be paid to Seller by Buyer.

6.0 Fair Labor Standards Act: Seller agrees that the Product shipped under this Agreement will have been produced in compliance with the Fair Labor Standards Act of 1938, as amended.

7.0 Waiver: The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a waiver of that or any other provision of this Agreement, nor later affect the validity of this Agreement or any provision of this Agreement or the right of such Party to later enforce each and every provision of this Agreement. No waiver of any provision or breach of this Agreement will constitute a waiver of any other provision or breach.

8.0 Governing Law: This Agreement and the relations of the Parties under this Agreement shall be governed by the local laws of the Commonwealth of Pennsylvania (without giving effect to the conflict of law principles thereof), and in the previous regard Seller and Buyer mutually agree that the United Nations Conventions on Contracts for the International Sale of Goods does not apply to the Agreement or the sale by Seller to Buyer of the Products.

9.0 Notice: All documents, notices and communications to be given hereunder or in connection herewith shall be in writing, signed (signing may be by an electronic signature) by the Party giving or making the notice or communication and shall be deemed given when: (i) (x) delivered in person or by messenger or (y) sent by facsimile or electronic mail on the date of receipt of a facsimile or electronic mail, provided that the sender can and does provide evidence of successful transmission and that such day is a business day (and if it is not, then on the next succeeding business day) or (z) three (3) business days after being deposited in the United States mail in a sealed envelope with sufficient postage affixed, registered or certified, return receipt requested, and (ii) addressed as set forth below, or to such other addresses or designee(s) as may be hereafter designated by a Party after providing written notice thereof to the other Party:

To Seller: PPG Industries, Inc.
440 College Park
Monroeville, Pennsylvania 15146
Attention: General Manager, Silica Products
Facsimile: (724) 325-5342

To Buyer: _____

Attention: _____
Facsimile: _____

10 Dispute Resolution.

10.1 Except to the extent of a claim to enforce intellectual property rights or confidentiality obligations, and as a precondition to instituting any legal action permitted by the provisions below, any controversy, claim or dispute between the Parties arising out of or relating to the provision of this Agreement or the breach, termination or a validity thereof shall, upon written request of either Party, immediately be referred jointly for resolution to senior executives of each of the Parties who have authority to settle the controversy and who are at a higher level of management than the person(s) with direct responsibility for day-to-day administration of this Agreement. Within fifteen (15) days after delivery of the written request of a Party, the receiving Party shall submit to the other a written response. The request notice and the response shall each include: (a) a statement of the respective Party's position and a summary of arguments supporting that position; and (b) the name and title of any other person who will accompany the senior executive. Within thirty (30) days after delivery of the disputing Party's request notice, the senior executives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the controversy. The Parties agree to honor all reasonable requests for information. All negotiations pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

10.2 If the controversy has not been resolved by negotiation within forty-five (45) days of the disputing Party's request notice, or if the Parties failed to meet within thirty (30) days of such request notice, the Parties agree to attempt to settle the dispute by mediation under the mediation procedure rules then in effect of the CPR Institute or any rules mutually agreed upon by the Parties. Unless otherwise agreed, the Parties shall select a neutral mediator from the CPR Panels of Distinguished Neutrals. All mediation proceedings are non-binding.

10.3 This mediation must be concluded within any period mutually agreed upon by the Parties or if there is no such agreement, then within forty-five (45) days of the selection of the mediator. Unless the Parties expressly agree otherwise, each Party shall bear its own costs, legal and expert fees incurred in mediation, and evenly share the costs of the mediator. If after proceeding in good faith (i) the Parties are unable to agree on a neutral mediator within thirty (30) days of the failure of the senior executives to meet as required in Section 10.2 or the failure of the senior executives to resolve the dispute in accordance with Section 10.2, whichever is earlier; or (ii) with the assistance of a neutral mediator, the Parties do not resolve the dispute within the period prescribed in this Section 10.3, the Parties may proceed in accordance with Section 10.4 below.

10.4 After exhausting the procedures set forth above, either Party may initiate litigation to resolve the dispute. The litigation shall be commenced only in the state court or federal court located in Pittsburgh, Pennsylvania and each Party hereto submits to the jurisdiction of the court in which such litigation is commenced.

11.0 Reformation. If any provision of this Agreement is determined to be illegal or unenforceable for any reason, that provision shall be reformed to the maximum extent permitted to preserve the Parties' original intent. If the provision cannot be reformed in a way which preserves the Parties original intent, it will be deleted and severed from this Agreement with the balance of this Agreement continuing in full force and effect.

12.0 Assignment. This Agreement is not assignable by either Party, in whole or in part, without the prior written consent of the other (which consent shall not be untimely or unreasonably withheld), and any attempted assignment without such consent, whether by operation of law or otherwise, shall be void. If the non-assigning Party fails to respond within twenty (20) business days to a written request by the assigning Party for written consent to the assignment, the non-assigning Party will be deemed to have consented to the assignment. Subject to the preceding sentence, this Agreement shall bind and inure to the benefit of the successors and assigns of the respective Parties hereto, including without limitation, any purchaser of Buyer's or Seller's respective businesses or facilities as to which this Agreement relates.

13.0 Responsible Care®. Seller is committed to the principles set forth in the Responsible Care® initiative developed by and for members of the American Chemistry Council of the U.S.A. The goal of the initiative is to minimize adverse effects from chemical products on human health and the environment through adherence to safe and environmentally sound management practices. Seller has developed corporate guidelines to address these issues. Seller and Buyer agree to work together towards the goal of safe storage, handling, distribution, use and disposal of the Product. Seller and Buyer agree that they and their employees, agents and contractors will handle the Product in a safe and appropriate manner. Seller and Buyer will adequately train all of their employees,

agents and contractors with respect to the use and handling of the Product, and Buyer promptly will notify Seller in the event of any reportable spills/releases of the Product.

14.0 REACH. The Buyer expressly acknowledges and agrees that any Seller obligation to sell or supply under this Agreement is subject to the following preconditions: (i) the Products and the raw materials required to produce the Products are in compliance with any registration and authorization requirement provided under Regulation (EC) no. 1907/2006 ("REACH"), and that (ii) should the Products need to be registered or authorized under the REACH, Seller, in its discretion, has elected to proceed to obtain such authorization or registration for the Products.

15.0 Export Controls.

15.1 The Parties acknowledge that they, as well as the Products and technology ("Items") sold or otherwise transferred under this Agreement, may be subject to U.S. and other export controls, embargoes, sanctions and similar laws, regulations and requirements ("Export Controls"), as well as Seller's export policies, controls, and procedures as communicated to Buyer in writing by Seller during the course of their business relationship hereunder ("Export Compliance Requirements"). Buyer agrees to: (i) comply with Export Controls; (ii) comply with Buyer's obligations under Export Compliance Requirements; and, (iii) provide Seller with all information and documentation deemed necessary by Seller in order for Seller to comply with all Export Controls as they relate to this business transaction.

15.2 Buyer is to report to Seller's Chief Compliance Officer ("CCO") any suspected or actual violations of any Export Controls that involve Items or employees of Seller or its subsidiaries, to the extent such reporting is legally permitted in Buyer's country. Buyer may also report any suspected or actual violations of Export Compliance Requirements or of Seller's Global Code of Ethics ("Code"), especially the portion of the Code related to export compliance regulations. Any such reports may be submitted anonymously and in confidence, without threat of retaliation, by one of the following three options (information on the options is available at www.ppg.com): (i) Seller's Hotline; (ii) Seller's online reporting system; or, (iii) direct email to Seller's CCO ([ChiefComplianceOfficer@ ppg.com](mailto:ChiefComplianceOfficer@ppg.com)).

15.3 Notwithstanding anything to the contrary set forth in this Agreement, should Buyer fail to comply with (i) Export Controls or (ii) Export Compliance Requirements, Seller reserves the right to take appropriate action, including immediately terminating this Agreement and its business relationship with Buyer without liability therefor to Buyer.

16.0 Change in Payment Terms in Event of Bankruptcy. In the event that Buyer files or has filed against it a petition for relief under title 11 of the United States Code (the "Bankruptcy Code"), Seller shall have the right to change the payment terms of any further shipments to "cash in advance," or "cash on delivery," as Seller may determine to be appropriate in its sole and exclusive discretion.

17.0 Security Interest. As security for the performance of all of Buyer's obligations under this Agreement, and any other agreement between the Parties, Buyer hereby grants to Seller a purchase money security interest under the Uniform Commercial Code in all inventory sold and/or goods in transit from Seller to Buyer, and all monies owed by Seller to Buyer in Seller's possession, including, without limitation, any monies due for goods purchased by Seller from Buyer under any other contract or agreement between them, and any rebates or other customer incentives coming due and owing by Seller to Buyer under the terms of this or any other Agreement. To the extent that Seller determines in its sole discretion that it is desirable to do so, Buyer hereby authorizes Seller to execute on its behalf and file it in all appropriate governmental offices such UCC-1 Financing Statements as may be deemed necessary and appropriate by Seller to perfect such security interest.

18.0 Conditions Precedent to Deliveries in Event of Bankruptcy. In the event that Buyer files or has filed against it a petition for relief under the Bankruptcy Code, Seller, in its sole discretion, shall have the right to stop any shipments of the Product or any other goods then in transit to Buyer, and thereby exercise an immediate right of possession thereto.

19.0 Seller's Right to Setoff. Notwithstanding any notice or other provision to the contrary contained in this Agreement, in the event of Buyer's failure to timely pay any invoice to Seller in accordance with the payment terms contained herein, Seller, without notice or demand, may, but shall not be required to, immediately set off (i) any and all accrued but unpaid obligation owing from Seller to Buyer against (ii) any obligation owing from Buyer to Seller, which obligation of Buyer is due but unpaid or unperformed. Any such setoff will be deemed to have occurred upon the date Seller effects such setoff upon its books and records, and not on the date notice, if any, of such setoff may be provided by Seller to Buyer. If Buyer subsequently pays all or a portion of any balances reduced by such setoff, Seller agrees that it promptly will issue an appropriate credit memo to Buyer for any overpayment which results. In the event that Buyer files or has filed against it a petition for relief under title 11 of the United States Code (the "Bankruptcy Code"), Seller, in its sole and exclusive discretion, shall have the right to institute an administrative freeze on the payment of any sums due and owing from Seller to Buyer under any agreement between the parties, including, without limitation, customer rebates, refunds or any monies under customer programs or incentives coming due and owing by Seller to Buyer under the terms of this Agreement or any other agreement and Buyer hereby consents to relief from the automatic stay being granted to Seller under Bankruptcy Code Section 362(d), on the filing of any appropriate motion, to effect setoff of any sums due and owing from Seller to Buyer against any sums due and owing from Buyer to Seller.

20.0 Executory Contract. Buyer and Seller each hereby agree that there are ongoing material obligations owed by each to the other under this Agreement, other than the right to payment, such that the Agreement is an “executory contract” within the contemplation of Section 365 of the Bankruptcy Code.

21.0 Title & Delivery. Except as may be otherwise expressly agreed to by Seller in writing, title to and ownership of the Product shall transfer and pass to Buyer upon delivery of the Product by Seller to the first carrier (including any transportation equipment owned or controlled by Seller) for shipment to Buyer. Risk of loss of the Product and terms of carriage and related obligations of Seller and Buyer shall be per and as defined in the transportation trade term as set forth in the Agreement or if there is no Seller signed Sales Agreement then as set forth in Seller's transmittal acceptance of Buyer's order. No reconsignment of transportation equipment owned, furnished or controlled by Seller shall be made and same shall be immediately returned to Seller after the Product has been removed therefrom in as good condition as received, reasonable wear and tear excepted. Demurrage or extra detention charges on such equipment of Seller are for Buyer's account in accordance with Seller's then standard policies with respect to allowed Free Time and detention charges.

22.0 Reproductions. This Agreement, and all documents relating hereto and thereto, may be stored and/or reproduced by any means or process including electronic or mechanical means. Any reproduction shall be admissible into evidence as the original in any litigation without regard to whether the original is in existence. If a Party signs this Agreement and/or any Accepted Order and then transmits an electronic facsimile of the signature page, (including, without limitation, in PDF format), the receiving Party may rely upon such electronic facsimile as an originally executed signature page without any modification or change to this Agreement, unless such modification or change is noted on such electronic facsimile by the transmitting Party.

23.0 Translation. This Agreement is executed in English. In the event this Agreement is translated into a language or languages other than English, this version in English shall be controlling on all questions or interpretations and performance.

24.0 Entire Agreement: This Agreement, including all of the documents referred to in the Agreement, is the entire agreement of the Parties with regard to the subject matter hereof and supersedes and cancels any prior communications, commitments, representations or warranty, and/or contracts between the Parties relating to the subject matter hereof. No modification of this Agreement shall be of any force or effect unless reduced to a writing which specifically references this Agreement and is signed by the Parties claimed to be bound thereby, and no modification shall be effected by any purchase order forms, acknowledgment forms, shipping documents, or other documents containing additional or different terms or conditions to those set forth in this Agreement. This Agreement may be executed in one or more duplicate counterparts and when signed by all of the Parties to this Agreement shall constitute a single binding agreement.