

**NEXEO SOLUTIONS GUATEMALA, S.A.**  
**SALES TERMS AND CONDITIONS – GUATEMALA**

1. SELLER warrants that Product will conform to the SELLER's specifications. SELLER MAKES NO OTHER WARRANTY REGARDING QUALITY OR PERFORMANCE OF THE PRODUCT. SELLER DISCLAIMS ALL WARRANTIES INCLUDING THAT THE PRODUCT WILL BE MERCHANTABLE OR FIT FOR BUYER'S PARTICULAR PURPOSE.
2. SELLER's sole liability and BUYER's exclusive remedy for non-conforming goods shall be at Seller's option replacement of Product, or refund of the purchase price, including direct costs incurred by BUYER for shipping, storing, handling or disposing of non-conforming goods.
3. IN NO EVENT SHALL SELLER BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, SPECULATIVE OR CONSEQUENTIAL DAMAGES, EVEN IF SELLER IS ADVISED OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER's TOTAL AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT GIVING RISE TO THE INDIVIDUAL CLAIM.
4. BUYER shall pay all taxes, excises, fees or charges with respect to the sale or transportation of the Product.
5. BUYER represents that it is not insolvent.
6. BUYER acknowledges that it has received and is familiar with SELLER's labeling and literature concerning Product, and BUYER agrees to forward such information to its employees, independent contractors, and others who handle and use the Product for BUYER.
7. BUYER has independently determined the suitability of the Product for BUYER's use.
8. BUYER will comply with all laws, rules and regulations pertaining to handling of the Product, and BUYER assumes all risks and liability arising out of its use, storage, handling and resale of the Product.
9. BUYER agrees to defend, indemnify and hold SELLER harmless against claims by any third party (including BUYER's employees and customers) arising out of BUYER's use, storage, handling or resale of the Product. BUYER expressly acknowledges and represents that the relationship between the parties arising from this contract does not constitute an agency, supply or distribution or any other type of relationship between the parties other than the relationship between the BUYER and SELLER expressly created under these Terms (as defined below).
10. BUYER shall confirm the accuracy of all shipments, as to Product identity, quantity and quality upon receipt and BUYER waives all claims therefor unless made in writing and delivered to SELLER within ten (10) days after receipt of goods.
11. BUYER accepts SELLER's point-of-shipment weights and measurements, unless proven incorrect. On sales made F.O.B. delivered basis, no allowances for shortage or damage will be made by SELLER unless BUYER furnishes acknowledgment from the carrier that it occurred in transit. On all sales made F.O.B. SELLER's plant or warehouse, BUYER will, in the event of loss or damage in transit, file its own claim with carrier.
12. Neither BUYER nor SELLER shall be liable for any delay in performance or non-performance for any cause beyond the reasonable control of the party affected, whether or not foreseeable, by the party affected.
13. If at any time the financial responsibility of BUYER, or the credit risk involved, shall become unsatisfactory to SELLER, SELLER may require cash or satisfactory security prior to subsequent shipments or deliveries hereunder. The election by SELLER to require such cash or security shall not affect the obligation of BUYER to take and pay for the contracted Products. BUYER agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by SELLER in the collection of any sum payable by BUYER to SELLER hereunder.
14. These Terms and Conditions ("Terms") apply whether or not they are attached to or enclosed with the Products. These Terms SELLER's confirming order or acknowledgement constitute a final, complete, and exclusive statement of the entire contract related hereto and supersede any other prior agreements between the parties. Notwithstanding the terms set forth in BUYER's purchase order, these Terms constitute a counteroffer, acceptance of which is expressly limited to these Terms. These Terms supersede and replace all terms of BUYER's purchase order, acknowledgement or other document related to the sale of the Products. **BUYER HAS THE RIGHT TO REQUEST CHANGES TO THESE TERMS BY SENDING AN EMAIL TO LEGAL@NEXEOSOLUTIONS.COM. BY NOT SUBMITTING THE REQUEST FOR CHANGES BEFORE SUBMITTING THE PURCHASE ORDER, BUYER VOLUNTARILY AGREES TO THESE TERMS AND ADMITS TO HAVE HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS HEREOF.**
15. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF GUATEMALA, WITHOUT REGARD TO ANY CONFLICT OF LAWS RULES OR PRINCIPLES WHICH MIGHT REFER SUCH CONSTRUCTION TO THE LAWS OF ANOTHER JURISDICTION.
16. The Products may be subject to Guatemala and/or U.S. government export control laws and regulations. BUYER will comply with such regulations whenever it exports or re-exports the Product or any technical data related thereto.
17. Interest/Service charges may be applied to overdue accounts at the Wall Street Journal prime rate plus eight hundred (800) basis points.
18. SELLER may accept credit card payments from BUYER at SELLER's sole discretion. Credit card payments may not be accepted for invoices that were issued more than thirty (30) days prior to the requested date of payment.