

Terms and Conditions of Sale

Terms To Govern: Except as set forth below, these terms and conditions ("Terms"), together with the document in which they are linked and/or cross-referenced (e.g., Quote, Order Confirmation, etc.) (collectively, the "Agreement") set forth the entire understanding between the Seller and Buyer and supersede all other prior agreements with respect to the subject matter of the Agreement and any additional or inconsistent terms contained in Buyer's request for proposal, purchase order, or other documents. If Buyer has completed a credit application, the terms and conditions of that credit application are incorporated herein. If the purchase made pursuant to this Agreement is subject to an existing sales agreement between Buyer and Seller that expressly overrides these Terms, the terms and conditions in that sales agreement will control the sale. This Agreement may not be changed except with the written agreement of the Buyer and Seller and may not be waived except with the written consent of the waiving party.

Warranties and Disclaimers: Seller represents and warrants that, as of the time and at the place of delivery, (i) Seller has the right to convey good title to the goods and/or services and (ii) the goods and/or services delivered will conform to agreed-upon specifications. EXCEPT FOR THE FOREGOING, SELLER DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

Seller's Intellectual Property: Buyer may not use Seller's trade names, trademarks, logos, service marks, or other proprietary marks.

Limitation of Liability: Any claim by Buyer (i) that any goods or services do not conform to the agreed-specifications or (ii) made otherwise with respect to the goods or services must be made promptly and will be deemed to be waived unless received, in writing, by Seller within thirty (30) days after the delivery of the goods or services. Buyer's exclusive remedy and Seller's exclusive liability for delivery of nonconforming goods or services or for breach of warranty is expressly limited to, at Seller's option, (i) replacement of the nonconforming goods or services or (ii) refund of the purchase price to the extent already paid. All nonconforming goods must be returned to Seller or, at Seller's direction, disposed of by Buyer in a manner acceptable to Buyer and Seller. The aggregate liability of Seller for all claims related to the goods or services shall not exceed the amount paid by Buyer to Seller for the goods or services. IN NO EVENT WILL SELLER BE LIABLE TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE.

Buyer Indemnity and Breach: Buyer agrees to indemnify Seller from any and all liability that may arise from the delivery, use, storage, transportation, or resale of the goods and/or services. If Buyer breaches any of its obligations hereunder, Seller has the right to immediately terminate this Agreement, in whole or in part, and pursue any other remedy available to Seller under this Agreement or applicable law.

Price Increase and Changes and Cancellations: Prices quoted are for standard products and services only, based on volumes, timing, and locations set forth in this Agreement. Any advance in applicable freight rates, fuel, energy and transportation surcharges, taxes, duties or other assessments or fees on this Agreement or the production, processing, sale, delivery, storage, shipment, transportation or use of the goods, services and/or the raw materials sold hereunder, taking effect after the date of this Agreement but before the fulfillment of this Agreement may, at Seller's option, be added to the price(s) set forth in this Agreement. For the avoidance of doubt, Seller may increase the price to reflect any increase in the cost to Seller because of any changes in applicable law, regulations, guidelines or industry codes, including but not limited to customs, duties, tariffs and taxes, coming into effect after the date of this Agreement. Additionally, any and all orders: (i) placed requesting a shorter timeframe than our product lead times, (ii) requesting delivery outside the standard delivery times of 8:00 a.m. and 5:00 p.m. Monday through Friday, and/or (iii) all change orders or cancellations (including those in which the Buyer requests a change in the goods, delivery schedule, or delivery time, or any other changes to a purchase order requested less than our product lead times) may, at Seller's option, be subject to additional charges. Lead times can be found on the Cargill Salt Store at www.cargillsaltstore.com.

Orders: Buyer's receipt of an order confirmation from Seller does not signify Seller's acceptance of Buyer's order, nor does it constitute confirmation of Seller's offer to sell. Seller reserves the right at any time after receipt of Buyer's order to accept or decline or cancel the order (in whole or in part) for any reason. Seller may also require additional verifications or information before accepting any order. Buyer's order is not accepted until it is shipped and Buyer's account will not be charged until shipment has been made. If Buyer requires a firm delivery schedule, please contact the applicable Seller sales representative to discuss a supply agreement.

Risk of Loss/Transfer of Title: Except as otherwise specifically stated in this Agreement, Buyer will assume title to the goods at the same time Buyer assumes risk of loss in accordance with the applicable INCO/Delivery Term set forth in the Agreement.

Failure to Take Timely Delivery: If Buyer fails to take timely delivery of any goods and/or services, Seller may, in addition to its other remedies: (i) extend the delivery period, and/or (ii) assess Buyer carrying charges, demurrage, detention and/or other charges or penalties.

Financial Condition: If Buyer fails to make timely payment of any obligations or if Seller determines that there are reasonable grounds for insecurity concerning Buyer's performance, Seller may require immediate payment of all sums owed by Buyer; or demand adequate assurance of due performance. Seller may, in addition to its other rights or remedies, treat Buyer's failure to make immediate payment or provide adequate assurance of performance as a total breach of this Agreement.

Force Majeure: A party will be excused from a failure to perform or a delay in performance caused by events beyond its reasonable control if that party: (i) takes reasonable efforts to remove the cause of its inability to perform or its delay in performance; and (ii) gives prompt notice to the other party of the particulars of its inability or delay. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner determined by Seller to be fair and equitable. Seller will have the right to terminate this Agreement, without any liability to Buyer, if either party's performance is excused for more than twenty (20) calendar days.

Right to Offset: Without limiting Seller's other rights and remedies, Seller has the right to set off and/or net its obligations under this Agreement against any debts, claims or obligations owed by Buyer to Seller.

Weights and Analysis: Unless otherwise stated in this Agreement, Seller's weights, analysis and condition, at origin, will govern.

Confidentiality: Buyer agrees to keep confidential the terms and conditions of this Agreement.

Destination Control Clause: The goods, services and/or intellectual property subject to this Agreement, if intended to be exported (or re-exported) from the United States, will be exported (or re-exported) in accordance with the U.S. Export Administration Regulations. Diversion contrary to U.S. law is prohibited. Buyer represents and warrants that neither it nor any person or entity that owns or controls it or any persons or entity that it controls, is a designated target of economic trade sanctions promulgated by the U.S., E.U., U.N or the country of origin of the goods ("Sanction Laws"). Buyer undertakes: (i) that Buyer and its agents and representatives will fully comply with all applicable Sanction Laws in their performance hereunder; and (ii) that the goods will not be resold to, disposed of by or transported on a vessel, or with any carrier, owned, controlled, flagged or chartered by any country, person or entity that would cause Seller, or any US parent company of Seller, to be in contravention of applicable Sanction Laws. Buyer agrees to cooperate with Seller's reasonable requests for information or documentation to verify compliance with this clause.

Governing Law: The laws of the State of Delaware in the United States of America will govern this Agreement notwithstanding the conflict of law provisions thereof.

Exclusion of Conventions: The following international conventions will NOT apply to this Agreement: (i) the Uniform Law on the Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods, (ii) the United Nations Convention on Contracts for the International Sale of Goods of 1980 and (iii) the United Nations Convention on the Limitations Period in the International Sale of Goods, concluded in New York on 14 June, 1974, and the Protocol Amending the Convention on the Limitations Period in the International Sale of Goods, concluded in Vienna on 11 April, 1980.

Assignment: Buyer may not assign any of its rights or obligations hereunder without Seller's prior written consent. This Agreement will be binding upon and inure to the benefit of the parties and their heirs, administrators, executors, successors and permitted assigns.

Severability: If any provision of this Agreement is held to be invalid, illegal or unenforceable, either in whole or in part, that holding will not affect the validity, legality or enforceability of the remaining provisions of this Agreement.

BULK/TANK FULL RETURNS: If Buyer rejects all or any portion of goods that comply with specifications due to Buyer's bulk tank being full at the time of delivery of the goods, Buyer will be liable for: (i) handling costs of \$1,500; and (ii) freight of \$1,000. Additionally, Seller reserves the right to reduce the quantity of goods ordered by Buyer on future purchase orders for recurring incidents.