



TERMS AND CONDITIONS

Entire Agreement. Unless both parties have signed an unexpired prior written agreement regarding the sale and purchase of the Nanocomp products identified on Seller's accompanying order confirmation (the "Products"), these Terms and Conditions and Seller's accompanying order confirmation supersede and replace all prior agreements, representations and understandings, whether oral or written, and contain the entire agreement (the "Agreement") between the parties regarding the sale and purchase of the Products. In case of any conflict between any of the provisions of this Agreement and any unexpired prior written agreement between the parties regarding the sale and purchase of the Products, the terms of the prior written agreement shall prevail. In the case of no applicable unexpired prior written agreement, Seller's offer to sell the Products to Buyer is expressly made conditional on Buyer's assent to this Agreement. This Agreement shall not be modified or amended orally, by the terms of any purchase orders or other documentation issued unilaterally by Buyer (and the terms and conditions proposed by any such purchase order or other documentation are specifically objected to and shall not be the basis for any agreement regarding the Products), or by any course of dealing or trade usage, but may be amended only in written form bearing a signature by both parties. As used herein, "Seller" means Nanocomp Technologies Inc. or its subsidiary or affiliate (Huntsman), as applicable, and "Buyer" means the purchaser of the Products referenced on the attached order confirmation.

PAYMENT AND CREDIT: Unless otherwise specified on the first page of any invoice issued by Seller to Buyer, Buyer shall pay Seller for Product within thirty (30) days of Seller's invoice by check, wire or electronic funds transfer in immediately available funds in accordance with Seller's invoice instructions. The following processing requirements will apply to any electronic payments sent to a financial institution located inside the United States that at any time pass through a financial institution located outside the United States: if Buyer makes any ACH payments to Seller's account that pass through a financial institution located outside the United States, Buyer will comply with the NACHA International ACH Transaction requirements.

If Buyer fails to pay Seller in accordance with the above terms, or if, in the reasonable opinion of Seller, Buyer's financial condition or Buyer's ability to otherwise perform is impaired or unsatisfactory, then Seller, at its option and without prejudice to its other rights and remedies, may without further notice to Buyer (A) suspend deliveries until all indebtedness is paid in full and/or (B) place Buyer's shipments on a cash-in-advance basis until arrangements are made for security or other assurances satisfactory to Seller, at Seller's sole discretion. In the event of Buyer's default in payment, Buyer shall pay Seller's costs of collection, including, but not limited to, reasonable attorneys' fees. All payments under this Agreement shall be made at the full invoiced amount; no prompt payment or other discount shall apply. Any amounts that remain due and owing after the due date shall bear interest thereon from the date due until the date paid at a per annum rate of interest equal to the lower of (i) the maximum rate of interest allowed by law or (ii) the "Prime Rate" of interest as quoted from time to time by The Wall Street Journal or its successor. Any preexisting obligation of Buyer to make payment for Product delivered hereunder shall survive termination of this Agreement.

Seller may establish a credit limit for Buyer's account. Seller reserves the right to refuse to make shipments to Buyer if such shipments would cause Buyer to exceed such credit limit. Seller may increase or decrease such credit limit from time to time, in its reasonable discretion. Seller's failure to enforce the credit limit in any instance shall not constitute a waiver of Seller's right to subsequently enforce the credit limit. Seller shall be under no obligation to hold or store Products for Buyer beyond the scheduled shipment date if, on such date, Buyer's account would exceed the established credit limit if shipments were made. Orders for Products so affected may, at Seller's option, be treated by Seller as canceled, and will be subject to cancellation charges to cover Seller's costs in relation to such cancellation. In lieu of extending credit, at Seller's reasonable discretion, Seller is entitled to request from Buyer collateral acceptable to Seller, such as but not limited to a cash-in-advance deposit or an acceptable letter of credit prior to the supply of any Products hereunder.

Buyer hereby grants Seller a security interest in all Product delivered by Seller to Buyer on credit until such Product has been paid for in full by Buyer in accordance with the terms of this Agreement. Buyer and Seller agree that this Agreement shall constitute a security agreement between Buyer and Seller with respect to such Product and may be used by Seller without in any way abrogating, restricting or limiting the rights of Seller under this Agreement or at law or in equity. Buyer hereby grants Seller permission to file financing statements or such other documents as are necessary under applicable law to perfect Seller's security interest in such Product or the proceeds of such Product.

PRICE ADJUSTMENTS: Seller may revise the price of any Product upon at least 15 days prior notice or public announcement. Such revised price shall be paid by Buyer on all shipments made on and after the effective date of the price change, irrespective of the dates when the orders for such shipments were placed. If Seller desires to revise any price, but is prevented from so doing by any law, governmental decree, order or regulation, or if any price at any time in effect hereunder is nullified or reduced by reason of any law, governmental decree, order or regulation, Seller shall have the right to revise this Agreement in order to most nearly accomplish the original intent of this Agreement or terminate this Agreement immediately upon written notice to Buyer. Seller may at any time, and without notice to or obligation of any kind to Buyer, sell Product to other buyers at prices below or on other terms different from those obtained by Buyer hereunder.

TAXES: Any tax or governmental charge or increase in same hereafter becoming effective and increasing the cost to Seller of producing, selling or delivering the Product or of procuring materials used therein, and any tax now in effect or increase in same payable by Seller because of a sale of any Product hereunder, such as Sales Tax, Value Added Tax, Use Tax, Retailer's Occupational Tax, or Gross Receipts Tax, may, at Seller's option, be added to the price for such Product and invoiced to Buyer accordingly.

TITLE, RISK, AND FREIGHT: Notwithstanding anything in the applicable Incoterm to the contrary, title and risk of loss of Product shall pass to Buyer at Seller's designated shipping point(s). If Seller is responsible for payment of freight, Seller may select the carrier and routing. If Buyer requests delivery by a different carrier or a different route, Buyer will be responsible for any increased freight cost and Seller may invoice Buyer

accordingly. Any increase in freight rates paid by Seller on deliveries covered by this Agreement in excess of the freight rates in effect on the date of this Agreement, may, at Seller's option, be added to the price of the affected Product and invoiced to Buyer accordingly.

QUANTITY AND QUALITY TESTING: Seller's weight and other measurements of Product shall be conclusively binding, unless proved to be in error. Seller's laboratory analysis and methods shall determine whether Product specifications have been met, and are conclusively binding unless Buyer proves to Seller's reasonable satisfaction that Seller's analysis report is erroneous. No Product quantity claims will be made unless the difference is more than one-half of one percent (0.5%) of the invoiced quantity. All measurements and tests shall be made in accordance with the latest standards or guidelines published by the ASTM or other applicable industry standards.

CONTAINERS, DETENTION AND DEMURRAGE: If shipment requires use of returnable containers or tote bins, title to such containers and tote bins shall remain in Seller and a deposit in an amount required by Seller shall be made by Buyer at the time the shipment is ordered. Such containers and tote bins shall be returned in good condition within 60 days from the date of shipment, freight charges collect. Upon such return, Seller shall refund the deposit. Buyer shall unload and release Seller's railcars within the period of time provided in Seller's then applicable railcar detention policy, as the same may be amended from time to time, or pay any detention fees imposed by such policy for any period of time thereafter, which fees will be invoiced to Buyer accordingly. Any demurrage or detention fees charged by a carrier on its delivery vehicles, machines, or equipment shall be paid by Buyer.

EXCUSED PERFORMANCE: When either party's ability to manufacture, deliver, receive or consume Product or to otherwise perform under this Agreement (other than Buyer's obligation or ability to make payment for Product delivered under this Agreement) is impeded, restricted or affected (A) by any of such causes as (or cause similar thereto) (i) fire, explosion, flood, storm, earthquake, tidal wave, act of God, pandemic, terrorism, war, military operation, national emergency, civil commotion, or other event of the type of the foregoing, (ii) any strike or other difference with workers or unions (without regard to the reasonableness of acceding to the demands of such workers or unions), (iii) any governmental law, regulation, decree, order, or similar act, or (iv) any shortage in supplies of, or impairment in the production, manufacturing, transportation or distribution facilities of, either party attributable to (a) mechanical or other interruption, breakdown or failure, (b) the order, requisition, request, or recommendation of any governmental agency or acting governmental authority, or either party's compliance therewith, (c) governmental proration, regulation, or priority, or (d) the inability of Seller to obtain from its usual sources, on terms and conditions deemed practical by Seller in its sole judgment, any right, equipment, labor, transportation, or any feedstock or other raw material (including energy) necessary for manufacturing, producing or delivering Product, or (B) by any cause beyond such party's reasonable control, whether similar or dissimilar to any aforementioned cause, then the party whose ability is so impeded, restricted, or affected shall have the right, in its sole discretion, by notice to the other party, to reduce, in part or in full, deliveries or receipt of Product hereunder, and such notifying party shall have no liability or responsibility to the other party for any loss or damage resulting from such reduced deliveries or receipt of Product; any such deliveries so reduced shall be permanently canceled rather than merely suspended. If Seller's ability to supply Buyer with Product from Seller's facilities is impeded, restricted, or affected by one or more of the aforementioned causes, then Seller shall not be obligated to purchase or obtain Product for Buyer on the open market or from other producers or suppliers of Product. However, in the event that Seller should, nevertheless, determine, in its sole discretion, to purchase or obtain Product on the open market or from other producers or suppliers of Product, then any such purchase or obtaining of Product shall not constitute a waiver or estoppel of Seller's rights, or otherwise preclude Seller from asserting its rights under this Agreement, not to purchase or obtain, or continue to purchase or obtain, Product for Buyer. Seller's obligation to sell Product is subject to modification and reduction in accordance with any present or future allocation program of Seller or of any governmental authority.

ALLOCATION: If sufficient Product is not available for any reason, Seller may allocate Product for its and its Affiliates' needs and among its customers. Seller will make reasonable efforts to obtain additional Product from other sources for delivery to Buyer, provided Buyer agrees to pay all additional costs associated with such Product. Allocation of Product pursuant to this Section shall completely satisfy and discharge Seller's supply obligations.

DISCLAIMER: *Seller warrants that at the time and place of delivery all Products sold hereunder shall conform to the written specifications, if any, provided to Buyer by Seller in an Exhibit attached to this Purchase Order or Agreement. Seller makes no other warranty of any kind, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose, noninfringement of any intellectual property right of any third party, or warranties as to quality or correspondence with prior description or sample, and Buyer assumes all risk and liability whatsoever resulting from the use of such materials, whether used singly or in combination with other substances.* Buyer shall examine, inspect and test the Products upon receipt. Before Products are used and within 30 days from receipt of shipment or such longer period of time as is required by applicable law, Buyer shall notify Seller in writing of any claims on account of quality, loss, damage, or otherwise. Failure to so notify Seller shall constitute a waiver by Buyer of all claims with respect to such Products.

INDEMNITY: *Subject to the Limitation of Liability set forth in this Agreement, each party shall defend, indemnify and hold harmless the other party hereto from and against all actual or alleged liability, loss, or damage to third parties resulting from or arising out of the indemnifying party's handling, use or disposal of or exposure to Product or material produced therefrom that is in the indemnifying party's possession or control, including that liability, loss or damage arising from the indemnitee's own negligence. Seller shall be deemed to be in possession or control of Product for all periods of time before title to Product passes to Buyer, and Buyer shall be deemed to be in possession or control of Product or material produced therefrom for all periods of time after title to Product passes to Buyer.*

LIMITATION OF LIABILITY: Seller's maximum liability for any breach of this Agreement, or any other claim related to the Product, shall be limited to the purchase price of the Product or portion thereof (as such price is set forth in this Agreement) to which such breach or claim pertains. ***In no event shall Seller be liable for any consequential, incidental, special or punitive damages, including but not limited to any damages for lost profits or business opportunities or damage to reputation.***

PRODUCT STEWARDSHIP: The Product may be or become hazardous. Buyer represents that it has expertise and knowledge in the handling, processing, storage, transportation and sale of products into which the Product will be incorporated. Buyer acknowledges receipt of Seller's material safety data sheets for the Product and acknowledges that it has had the opportunity to obtain from Seller such additional data and explanations as Buyer considers necessary for it to establish and implement appropriate procedures and warnings to protect its employees, agents, direct and indirect customers, contractors and the environment from hazards associated with the handling, use, blending, processing, storage, and transportation of the Product alone and with Buyer's products containing or made using the Product. Buyer shall undertake to become familiar with the safeguards, procedures and precautions necessary for the safe handling, use of and exposure to the Product. Buyer also undertakes to familiarize itself and to comply with all governmental laws, regulations and standards relating to the handling, use, storage, distribution, disposal of and exposure to the Product. Buyer shall also take all steps necessary to adequately inform, warn and familiarize its employees, agents, direct and indirect customers and contractors who may handle or be exposed to the Product of all hazards pertaining to and proper procedures for safe handling, use, storage, transportation and disposal of and exposure to the Product, and the containers or equipment in which the Product may be handled, shipped or stored. Buyer also undertakes to label as appropriate any materials which it makes or sells that include the Product. As used in this section, "Product" also includes any impurity, derivative product, by-product and waste product. Buyer assumes full responsibility for and liability arising out of the storage, handling, transportation, sale, use and disposal of any Product after delivery to it of such Product, and of any derivative product, any co-product, by-product or waste product therefrom, including the use of any such Product alone or in combination with other substances and compliance or non-compliance with any laws or regulations relating thereto. Buyer will properly and lawfully dispose of all unused Product at its own expense and will not attempt to return such Product to Seller without Seller's prior written approval. Seller reserves the right, among other remedies, either to cancel this Agreement or suspend further deliveries in the event Buyer fails to unload, handle, store, use, process, sell, or dispose of Products in a safe and environmentally responsible manner, with due regard to health and industrial hygiene.

ASSIGNMENT: This Agreement shall not be assigned by either party without the written consent of the other, except to its successor-in-interest by operation of law or to the transferee of all or substantially all of the party's assets to which this Agreement relates. In addition, Seller may, without the consent of Buyer, assign its rights to collect and receive payment of amounts due hereunder in connection with a factoring, securitization, or other similar arrangement regarding some or all of Seller's receivables.

NOTICES: Any notice or other communication provided for in this Agreement or any notice which either party may desire to give to the other shall be in writing and shall be sent by email, facsimile transmission, delivered by hand, sent by mail or recognized overnight delivery service with all postage fully prepaid, or by courier with charges paid in accordance with the customary arrangements established by such courier, in each case addressed to the parties at the addresses for notice specified on the first page of this Agreement, unless changed by written notice.

Notices shall be deemed effective as follows: (a) if delivered personally, sent by U.S. Mail (whether by U.S. Express Mail, registered mail or certified mail), sent by recognized overnight delivery service or sent by a courier service, upon the earlier of actual receipt or five business days after such notice was sent, or (b) if sent by facsimile, on the business day following the day on which the facsimile was transmitted and confirmed by transmission report, or (c) if sent by email, on the day following the day on which the email was sent, or (d) such earlier time as confirmed in writing by the receiving Party.

NO THIRD PARTY BENEFICIARIES: This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns, and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such successors and permitted assigns, any legal or equitable rights hereunder.

WAIVER: The failure of either party to insist, in any one instance or more, upon the performance of any of the covenants or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

GOVERNING LAW/WAIVER AND JURY TRIAL/CONSENT TO JURISDICTION: *This Agreement shall be governed and construed in accordance with the laws of New Hampshire without regard to the conflicts of law principles thereof. Further, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Each party to this Agreement waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit, or proceeding arising out of or relating to this Agreement.* Further, Buyer and Seller irrevocably submit to the exclusive jurisdiction of the federal courts of the United States of America located in the appropriate district of New Hampshire, and the state District Courts of New Hampshire located in Hillsborough County, New Hampshire, in respect of the interpretation and enforcement of the provisions of this Agreement, and in respect of the transactions contemplated hereby, and hereby waive and agree not to assert, as a defense in any action, suit, or proceeding for the interpretation or enforcement hereof or of any related document, that it is not subject thereto or that such action, suit, or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any related document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such court. Buyer and Seller consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute.

COMPLIANCE WITH LAWS: Each party agrees to comply with all applicable laws, rules, and regulations ("Laws"), from whatever authority they may emanate, provided they are not in conflict with U.S. Law. Moreover, each party agrees to comply with all applicable U.S. Laws, including but not limited to those Laws administered or enforced by the following U.S. departments and agencies: EPA, OSHA, Commerce Department, State Department and Treasury Department. Furthermore, Buyer shall comply with all applicable export control and trade embargo Laws (including but not limited to the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the regulations administered by the Department of the Treasury's Office of Foreign Assets Control and the U.S. Foreign Trade Statistics Regulations), and shall not resell, export, re-export, distribute, transfer or dispose of the Product, directly or indirectly, without first obtaining all necessary written consents, permits, authorizations, and licenses and completing such formalities as may be required by any such Laws. Failure by Buyer to comply with such Laws shall constitute a material breach of this Agreement. Buyer agrees to impose this same compliance requirement in its contracts with third parties

pertaining to the Product. In the event this Agreement, or any material obligation or action herein imposed upon either party hereto, shall at any time be in conflict with any such Law, such that a material change to the terms of this Agreement would be required to restore compliance with Law, then the party affected by such change shall have the right to terminate this Agreement by notice to the other party. Such termination shall not relieve Buyer of its obligation to pay in full any unpaid balances due hereunder; Seller shall be relieved of any obligation to make additional deliveries hereunder as of the date of such termination.

PROHIBITED USES: Except as approved by Seller in writing, Buyer shall not use any Product purchased from Seller to provide any commercial goods or services to any department, agency or other instrumentality of the U.S. government, without Seller's specific written approval. Buyer shall not use any Product purchased from Seller to manufacture any product intended for use in any medical application, whether or not requiring approval of the U.S. Food and Drug Administration.

Consent to Prohibited Government Uses: Buyer notifies and receives written approval from Seller in accordance with the following:

- Buyer shall submit a waiver request with a written Notice of Governmental Use ("Notice").
- Such Notice shall be submitted no later than ninety (90) days in advance of provision of goods or services to any department, agency, or other instrumentality of the U.S. government, into which the Products will be integrated;
- Such written Notice shall (a) identify the Product and any other goods or services provided incidentally thereto, (b) identify the governmental entities and any prime contractors or subcontractors involved (c) identify the contract award by number and title, and (d) identify the application and design intent for the Product's use;
- The Notice shall be accompanied by all documents reasonably necessary to allow a determination by Seller of whether it intends to waive the use restriction for its Products; and
- Should the Product(s) so qualify, Seller shall provide a commercial items certification in form and substance satisfactory to the parties; conversely, the parties shall meet and discuss an alternative contracting arrangement, as applicable.
- This exception does not apply to any intended use in any medical application.

SEVERABILITY: If for any reason any provision contained in this Agreement is held to be invalid, illegal, unenforceable, or otherwise void by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected and shall continue in full force and effect.

TRADEMARKS: Neither party shall use the trademarks of the other without the other party's prior written approval. No license or right to use the other party's trademarks is implied or granted.

SPECIAL ORDER: If the Product sold hereunder is manufactured specially for Buyer and Buyer's performance is suspended or terminated for any reason, in addition to Seller's other rights and remedies, Seller may require Buyer to take delivery of and make payment for such Product as has been specially manufactured or as may be in process as of the date of such notice of suspension or termination; if Buyer cannot take delivery of such Product, Buyer shall make payment for same as if delivery had been taken and Seller may store or dispose of such Product for Buyer's account and at Buyer's expense. Buyer shall defend, indemnify and hold Seller harmless from and against any expense, judgment, liability or loss, including reasonable attorneys' fees, resulting from any claim of infringement of any patents, trademarks, copyrights or other third party property rights that results from Seller's compliance with Buyer's specifications or instructions.

TECHNICAL INFORMATION: If Seller furnishes technical or other information or advice to Buyer, whether or not at Buyer's request, Seller shall not be liable for, and Buyer assumes all risks related to, such information or advice and the results thereof.

RELATIONSHIP OF PARTIES: Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to the parties. Each party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement.

CONSTRUCTION OF AGREEMENT: Any ambiguities or uncertainties in the wording of any provision of this Agreement shall not be construed or interpreted for or against any party because that party drafted or caused its legal representative to draft the provision. Unless expressly stated otherwise in this Agreement, words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

HEADINGS: The headings used herein are for convenience only and shall not be used to interpret this Agreement.