Ashland General Terms and Conditions of Sale

Where the Order Confirmation states that packaging of products is to be removed property of Supplier or is to be returned to Supplier or contains similar statements, such packaging shall remain the property of Buyer. When delivery of such packaging is to be made to Buyer, Buyer must assume all risk of loss from that date onwards and shall account empty to the destination indicated by Supplier and must advise Supplier on date of dispatch. Any packages not returned in good order and condition within a reasonable period shall be paid for by Buyer at Supplier’s standard replacement cost.

Article 7 - Loss or Damage
Notification of non-delivery of any quantity of products and/or services as well as any visual damage to any products must be made by the Buyer to the Supplier expressly in writing and such notification must be in addition to any statements on the delivery note respecting delivery or claiming Buyer’s acceptance of any delivery and must be made within five days from the date such products or services were offered for delivery. If no such notification is received by Supplier within such time limit, all products and/or services shall be deemed delivered in good condition, free from visual damage.

Article 8 - Health, Risk and Safety
Buyer acknowledges that the products to be supplied under any Agreement may be hazardous to the health and/or the environment.

Buyer shall ensure that it shall be responsible to keep itself and all personnel involved in the handling of the products as from delivery thereof by Supplier, fully informed regarding the nature of any such health and/or environmental risks and with regard to the proper and safe handling of the products.

Article 9 - Warranties
Supplier warrants that the products and/or services supplied shall be free from defects in the technical specifications set forth in the Order Confirmation. Supplier gives no further warranty, express or implied, with respect to any product or service, and no warranties that may be applicable pursuant to any laws or regulations, including any warranties of merchantability or fitness for any use or purpose, are hereby excluded.

Article 10 - Warranties on Defective Products
1. Within thirty (30) days of the receipt of the products and/or services, Buyer shall notify Supplier in writing of any non-conformity with the specifications. In the absence of such timely notification Buyer shall be deemed to have accepted the products and/or services and no claims based on non-conformity with the agreed specifications shall be deemed waived.

2. Where timely notification is made in accordance with Article 10.1, and the products and/or services do not conform to the specifications, Supplier shall, at its option, either replace any quantity of non-conforming products by a corresponding amount of conforming products meeting the specifications, or, at Supplier's option, credit Buyer for the invoice value of the returned non-conforming products, or, in case of non-conforming products only, perform such services as they may meet the specifications.

Article 11 - Limitation of Liability
Supplier's liability in respect of any specific defects of any products and/or services supplied hereunder, whether arising from the provisions of any Agreement or arising from any non-contractual obligations, shall be limited to the remedies set forth in Article 11.2. Supplier shall not be liable in any circumstances liable for any indirect, consequential or incidental loss or damage of any kind whatsoever (including without limitation loss of profits or revenue).

Article 12 - Force Majeure
Supplier will not be responsible for any delay or failure to fulfill any term or condition of any Order Confirmation, if such delay or failure is due to any cause beyond its control and without any fault or negligence of Supplier. If any material or auxiliary materials, (110 transportation problems, in cases, in which Supplier is not the manufacturer of any product sold to Buyer, failure by regular supplier for any reason to supply such product as well as non-delivery of such product by the manufacturer which was not foreseen by Supplier at the time of the offer, quotation or Order Confirmation.

Article 13 - Confidentiality
Any technical, commercial, economic and other information and data concerning Supplier’s business, including without limitation to formulas, product specifications, services, plans, programs, processes, products, costs, operations and customers, which may come within the knowledge of Buyer, is confidential and the information contained in the Agreement shall be treated as confidential property of Supplier and shall not be used by Buyer for the benefit of Supplier in the performance of the Agreement, and shall not be disclosed to others, including governmental agencies or other authorities during or subsequent to the term of the Agreement without a written notice of the prior written consent of Supplier. Any such information provided by Supplier to Buyer in writing or otherwise shall be returned to Supplier upon Supplier’s request or upon termination of the Agreement.

Article 14 - Governing Law / Disputes
Any agreements and disputes in respect of which these General Conditions apply shall be exclusively governed by the laws of the People’s Republic of China without referring to its conflict of law.

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or无效ity thereof, shall be settled by arbitration in accordance with the International Economic and Trading Arbitration Committee Shanghai Sub-committee according to the arbitration rules of the said committee. The language of the arbitration shall be English. Any decision of such arbitration shall be final and binding to both parties.