

Terms and Conditions of Sale for U.S. Sales

1. **GENERAL.** Any and all sales of material ("Goods") and any ancillary technical or other services ("Services" and, collectively with Goods, "Product") by BVPV Styrenics LLC, Styropek USA, Inc., Grupo Styropek S. A. de C. V. or any of their subsidiaries or affiliates ("SELLER") to customers located in the United States shall be subject to all of the terms and conditions of sale set forth below except to the extent such terms and conditions of sale are incompatible with the provisions that are contained in a written agreement between BUYER and SELLER that has been signed by a corporate officer of SELLER ("Written Agreement"). These Terms and Conditions of Sale shall take precedence over any differing terms in any other documentation of BUYER including, but not limited to, any other clauses or terms which appear on any letters, purchase orders, or order slips of BUYER. No terms, conditions or representations other than those set out in these Terms and Conditions of Sale including, but not limited to terms, conditions or representations made by any employee, agent or representative of SELLER shall be binding on SELLER unless expressly agreed to in writing and signed by a corporate officer of SELLER. In the event that BUYER and SELLER have entered into a Written Agreement, these Terms and Conditions of Sale together with the Written Agreement shall constitute the entire agreement between BUYER and SELLER (the "Agreement").
2. **PRICE AND PAYMENT TERMS.** The price for Product will be as specified in SELLER's invoice. Unless otherwise specifically set forth in a document originating from SELLER, all prices are in U.S. dollars and include packaging and freight costs but exclude applicable taxes. If payment in full is not received by SELLER by the due date set forth in SELLER's invoice, or if no such due date is set forth in SELLER's invoice within thirty (30) days of the first to occur of BUYER's receipt of such invoice or delivery of the Product associated therewith, time being of the essence, and without setoff, withholding, counter-claim, abatement, or other deduction, then all sums then owing to SELLER by BUYER shall become due and payable immediately and SELLER shall be entitled, without prejudice to any other right or remedy available to SELLER hereunder, at law, in equity or otherwise, to do all or any of the following: (i) to charge interest on any amount outstanding at the rate equal to the lesser of 1% (12% per year) or the maximum rate of interest permitted under applicable law, payable on the first day of default and on the first day of every month thereafter until paid in full; and/or (ii) to cancel or suspend any or all further provision of Product hereunder and under any other contract between SELLER and BUYER, without notice. BUYER also shall pay to SELLER on demand all expenses, including reasonable legal fees and costs of collection, incurred by SELLER in protecting or enforcing any of its rights under the Agreement. SELLER may, at its sole discretion, change any transportation term, any price change notification period, any pricing related provision or any other commercial terms by delivering written notice (the "Change Notice") to BUYER. The Change Notice shall specify the change and the effective date of the change, which shall be no less than fifteen (15) days after the date of the Change Notice. No later than fifteen (15) days after the date of the Change Notice, BUYER shall deliver to SELLER written notice specifying whether BUYER accepts or rejects the change described in the Change Notice (the "Buyer Notice"). If BUYER does not deliver the Buyer Notice within such period, BUYER shall be conclusively deemed to accept the change as described in the Change Notice. If BUYER delivers within such period a Buyer Notice citing such change, SELLER shall, no later than ten (10) days after the date of delivery of Buyer Notice, deliver written notice to BUYER pursuant to which SELLER either withdraws the change or terminates any contract with BUYER for the sale of Product (and any such termination shall be without penalty to, or liability of, SELLER) on or before the thirtieth (30th) day after the date of delivery of the Buyer Notice. The change specified in the Change Notice shall operate from its effective date until it is withdrawn, superseded by another Change Notice or the contract for the sale of Product is terminated. SELLER may, at its sole discretion, grant credit to BUYER in respect of Product purchased hereunder upon such terms and conditions as SELLER acknowledges from time to time. BUYER agrees and acknowledges that SELLER may at any time refuse to grant or extend credit to BUYER or that SELLER may demand immediate payment of all indebtedness outstanding in respect of Product purchased hereunder. Additionally, in the event that SELLER determines, in its sole and absolute discretion, at any time prior to or following commencement of its performance hereunder that BUYER is not credit worthy or is unable to pay its debts as they fall due, SELLER may change the payment terms upon notice to BUYER, including requiring payment be made by cash in advance of shipment.
3. **LIMITED WARRANTIES; INSPECTION AND CLAIMS PROCEDURES.**
 - (i) **Limited Warranty for Goods.** SELLER warrants that Goods supplied by SELLER to BUYER shall be in accordance with SELLER's standard manufacturing specifications, when delivered. This limited warranty does not apply beyond the original sale of Goods to BUYER, to Goods that are manufactured by third parties, or to defects, damage or loss of Goods caused by: (i) abnormal wear and tear; (ii) misuse, accident, neglect, improper application, testing, storage or installation, overloading, abnormal physical stress, abnormal environmental conditions, or use or installation contrary to any instructions issued by SELLER; (iii) any cause beyond the control of SELLER; (iv) unauthorized use in combination with third party-manufactured product; or (v) claims asserted by BUYER after the expiration of the Inspection Period. Any unauthorized modification or adjustment of Goods voids the limited warranty set forth herein. BUYER shall inspect Goods within thirty (30) days of receipt (the "Inspection Period") and either accept or reject such Goods as being in conformity with the warranty set forth herein. BUYER will be deemed to have accepted such Goods and SELLER shall have no liability for any nonconformity with respect thereto unless BUYER notifies SELLER in writing of the alleged nonconformity and provides substantiating documentation with respect thereto to SELLER during the Inspection Period. If BUYER timely notifies SELLER of alleged nonconforming Goods (together with substantiating documentation) and if SELLER determines that Goods do, in fact, fail to conform to the warranty herein, SELLER shall, in its sole discretion: (i) replace such Goods; (ii) refund the purchase price for such Goods; or (iii) credit the purchase price for such Goods to BUYER's account for use against future sales made by SELLER to BUYER. BUYER acknowledges and agrees that the remedies set forth in this Section are BUYER's exclusive remedies for the delivery of Goods that are confirmed to fail to conform to the limited warranty set forth herein.
 - (ii) **Limited Warranty for Services.** SELLER warrants for the two (2)-week period commencing on completion of any Services (the "Services Warranty Period") that it will perform such Services using personnel of required skill, experience and qualifications and in a professional manner (the "Services Limited Warranty"). Except as set forth in the immediately preceding sentence, Services provided hereunder are provided on an as-is, where is basis with no other warranty whatsoever. BUYER shall notify SELLER in writing during the Services Warranty Period of any alleged failure of the Services to conform to the Services Limited Warranty. Any failure to properly and timely notify SELLER hereunder within the Services Warranty Period of an alleged failure of the Services to conform to the Services Limited Warranty shall be deemed to be an acceptance by BUYER of the Services and a waiver by BUYER of any rights under such Services Limited Warranty. In the event that BUYER believes in good faith that Services fail to conform to the Services Limited Warranty, and SELLER verifies the same, BUYER's sole and exclusive remedy shall be for SELLER to repair or re-perform any Services (or the defective portion thereof), or for SELLER to credit or refund the fees for such Services, as SELLER may elect in its sole discretion; provided, however, that SELLER's obligation to repair or replace defective Services or credit or refund the fees for such Services is conditioned upon BUYER timely notifying SELLER in writing during the Services Warranty Period.
 - (iii) **Warranty Terms Applicable to All Product.** SELLER's advice relating to the technical usage of Product or the intellectual property rights of others, whether provided orally or in writing or through the provision of test results, is given in accordance with SELLER's knowledge at that time, but shall at all times be deemed to be non-binding. Such advice does not relieve BUYER from the obligation, and BUYER accepts full responsibility, to confirm for itself the suitability of Product for BUYER's intended purpose(s). The limited warranties described in this Section 3 are in lieu of all other warranties. BUYER AND SELLER AGREE THAT SELLER DOES NOT MAKE OR INTEND, AND SELLER DOES NOT AUTHORIZE ANY AGENT OR REPRESENTATIVE TO MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED AND THAT SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, OR WITH RESPECT TO SERVICES ANY WARRANTY OF TITLE, WHETHER OR NOT THAT PURPOSE IS KNOWN TO SELLER. ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, NOT SPECIFICALLY AGREED TO IN WRITING BY SELLER, ARE EXPRESSLY EXCLUDED.
4. **SELLER'S RIGHT TO ACCEPT OR REJECT ORDERS AND QUANTITY OF GOODS.** SELLER has the right, in its sole discretion, to accept or reject any purchase order or other request submitted by BUYER subject to the terms of any applicable Written Agreement. SELLER shall accept such an order or request, if at all, by confirming the same (whether by written or verbal confirmation, sales order confirmation or other acknowledgment, invoice or otherwise, including by the act of purchasing items for resale to BUYER, the act of purchasing raw material or other items for production of Goods or in anticipation of providing Services for BUYER, or the act of otherwise initiating production of Product for BUYER) or by delivering Product, whichever occurs first. No order is binding on SELLER unless accepted by SELLER as provided in these Terms and Conditions of Sale. BUYER unconditionally agrees to purchase all Product in an order accepted by SELLER pursuant to these Terms and Conditions of Sale and BUYER shall have no right to cancel an order once accepted by SELLER. SELLER will not be required to deliver to BUYER a quantity of Goods exceeding that specified in the Written Agreement or, if there is no Written Agreement between BUYER and SELLER, the quantity stated by SELLER at the time SELLER confirms BUYER's order. If no monthly quantity is specified in the Written Agreement, SELLER may limit the quantity to be supplied in any month to the lesser of the minimum annual volume divided by twelve or the average of the monthly quantities shipped during the expired months of the Written Agreement. SELLER's certified scale tickets shall determine the quantity of all bulk rail and truck shipments. SELLER reserves the right to deliver Goods deviating from the specified weight or quantity by up to 1.5%. In the event that SELLER re-weighs a truck or railcar at the request of BUYER, all costs of such re-weigh shall be paid by BUYER.
5. **DELIVERY.** Goods will be delivered by SELLER when the Goods are placed in the custody of the first carrier engaged to transport the Goods. Title, together with the risks and benefits of ownership including without limitation the risk of loss of Goods, shall pass to BUYER when the Goods are delivered to the BUYER. Notwithstanding the foregoing, to secure BUYER's payment obligations hereunder, BUYER hereby grants to SELLER a purchase money security interest in and to the following currently existing or hereafter acquired personal property of BUYER: (i) all Goods in BUYER's inventory, and (ii) proceeds of Goods, including, without limitation, all accounts, contract rights, cash and general intangibles arising from the sale or other disposition of Goods, and all payments under insurance (whether or not SELLER is a loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to Goods or such proceeds thereof. BUYER authorizes SELLER to file such financing statements, continuations and amendments, and to do all such other acts, as in SELLER's judgment may be necessary or appropriate to establish, perfect, and maintain a valid and prior security interest in the collateral described above. BUYER will promptly load or unload Goods at the Transportation Destination at its own risk and expense, including any demurrage or detention charges by SELLER or carrier. Delivery times or dates provided by SELLER are estimates for planning purposes only and time shall not be of the essence and SELLER's liability for early, late or failure to deliver is expressly subject to the provisions of section 7 and section 8 of these Terms and Conditions of Sale. Upon arrival and placement of the railcar, bulk truck, or other transporting vehicle (the "Equipment") at the Transportation Destination, BUYER will be responsible for promptly unloading the Equipment in a manner that does not damage the Equipment, and for promptly releasing the Equipment empty and in a condition suitable for loading by SELLER. BUYER shall make no use of such Equipment other than BUYER may use, subject to any demurrage or detention charges, the Equipment for temporary storage of Goods at the Transportation Destination only while promptly unloading. Without limiting the foregoing, BUYER shall not use such Equipment to transport or store any other products. At no time prior to the empty return to SELLER of any railcar used to deliver Goods shall BUYER cause the railcar to be transported to any other location without the express prior written consent of SELLER. All movement or temporary storage of any such railcar shall be at the risk and expense of BUYER and BUYER shall indemnify and hold SELLER harmless from any claims, costs, expenses or damages arising from the unloading, movement, or temporary storage or other use of the railcar prior to its empty return to SELLER. Without prejudice to any other right or remedy available to SELLER hereunder, at law, in equity or otherwise, failure by BUYER to take delivery of any one or more installments of Goods delivered in accordance with these Terms and Conditions of Sale shall entitle SELLER to either: (i) return and store such Goods until they are ready for collection and charge BUYER for the cost of the return and storage and all other costs and expenses incurred in connection therewith; or (ii) sell such Goods to an alternative purchaser at a price to be determined by SELLER with BUYER remaining liable to SELLER for any difference in the sale proceeds thereof and the cost of undertaking such alternative sale. Services will be performed at such time or times as are agreed upon in writing by SELLER and BUYER.
6. **TRANSPORTATION DESTINATION.** SELLER shall arrange for and pay for transportation of Goods to the transportation destination specified in the bill of lading ("Transportation Destination").
7. **LIMITATIONS ON LIABILITY AND INDEMNIFICATION.** SELLER'S TOTAL LIABILITY FOR PRODUCT SOLD HEREUNDER, WHETHER BASED ON CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE SELLING PRICE OF THE GOODS INVOLVED IN THE CLAIM OR THE FEES FOR THE SERVICES RENDERED, AS APPLICABLE, AND NEITHER PARTY WILL BE LIABLE FOR ANY PROSPECTIVE PROFITS, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, ENHANCED OR PUNITIVE DAMAGES, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. SUBJECT TO THE

EXPRESS TERMS OF THESE TERMS AND CONDITIONS OF SALE (INCLUDING SECTION 6 HEREOF THAT PROVIDES FOR A SHORTER PERIOD WITH RESPECT TO WARRANTY CLAIMS), ALL CLAIMS AGAINST SELLER ARISING IN CONNECTION WITH THESE TERMS AND CONDITIONS OF SALE AND THE TRANSACTIONS HEREUNDER MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ARISES, AND BUYER EXPRESSLY WAIVES ANY LONGER STATUTE OF LIMITATIONS. BUYER assumes all risk and responsibility for handling of the Product following delivery, for the results obtained by the use of the Product in a manufacturing process or otherwise, and for the results obtained by the use of the Product in combination with other substances, irrespective of the fact that such use or handling of Product is in accordance with any description, advice or suggestion of SELLER. The provisions of this section 7 will survive termination or performance of this transaction. BUYER will defend, indemnify and hold SELLER, its officers, agents, employees and principals, harmless from and against any and all liability (whether strict or otherwise) for any claim, loss or expense, direct or indirect, on account of: (i) any injury, disease or death of any person (including BUYER's employees and customers) or damage to property (including BUYER's or its customers') arising out of the transportation, storage, handling, sale, use in any manufacturing process or disposal of Goods from and after their delivery by or on behalf of SELLER; (ii) any injury, disease or death of any person (including SELLER's personnel) or damage to property (including SELLER's personal property) arising out of the acts or omissions of BUYER or its personnel while SELLER or its personnel are providing Services; or (iii) BUYER's violation of these Terms and Conditions of Sale or any applicable laws, regulations or other governing authorities.

8. EXCUSES FOR NONPERFORMANCE. Either SELLER or BUYER will be excused from its non-payment obligations hereunder to the extent that performance is delayed or prevented by any circumstances, direct or indirect, reasonably beyond its control including but not limited to fire, war, civil disturbance, terrorism, floods, accidents, explosion, mechanical breakdown, strikes or other labor trouble, national or regional emergency, including without limitation pandemics, epidemics or quarantine restrictions, temporary plant shutdown or ultimate closure, action by any governmental authority, applicable laws, regulations and other governing authorities, shortage of adequate power or transportation facilities, unavailability of or interference with the usual means of transporting the Product or compliance with any law, regulation, order, recommendation or request of any governmental authority. In addition, SELLER will be so excused in the event it is unable to acquire from its usual sources on terms it deems to be reasonable, any raw materials or other items necessary for manufacturing or providing the Product, or if all or any portion of the equipment, labor, physical plant, facility(ies) or other matters necessary in SELLER's determination for the manufacture or provision of Product is diminished or ceases to be made available to SELLER on commercially reasonable terms as determined by SELLER. If, because of such circumstances, there should be a shortage of any Product from any of SELLER's production facilities, SELLER will not be obligated to change its supply point for BUYER, purchase Product or associated raw materials for BUYER or to change the facility where Product is manufactured for BUYER in order to perform this Agreement and SELLER may apportion its available Product among itself, its affiliates and all its customers in such manner as SELLER, in its sole discretion, determines is reasonable. Quantities of Product consequently not shipped will be deducted from any applicable remaining quantity obligation.

9. RESPONSIBLE CARE®. BUYER and SELLER agree that they are each fully committed to the principles of Responsible Care. BUYER and SELLER acknowledge the importance of handling Goods in a manner that will ensure the safety of people and the protection of the environment. During such periods as Goods are under their respective care, custody, or control, BUYER and SELLER agree they will each endeavor to use, handle, store, transport and dispose of Goods in accordance with all applicable laws, regulations and the Codes of Practice of the American Chemistry Council (ACC) or the Chemistry Industry Association of Canada (CIAC), as the case may be. BUYER and SELLER (in either case, herein referred to as the "Notifying Party") shall have the right, but not the obligation, to suspend delivery or receipt of Goods upon thirty (30) days prior written notice to the other Party (herein referred to as the "Receiving Party") if, in the Notifying Party's judgment, the Receiving Party is not in conformance with all such applicable laws, regulations and Codes of Practice. Delivery or receipt of Goods will recommence at the time when the Notifying Party, in its sole judgment, is satisfied that the Receiving Party is in conformance with all such applicable laws, regulations and Codes of Practice. If the Receiving Party is unable or unwilling to conform to such requirements within ninety (90) days of receiving the Notifying Party's notice that it is suspending delivery or receipt of Goods, the Notifying Party shall have the right, but not the obligation, to terminate any order for Goods or any Written Agreement between SELLER and BUYER for the supply of Goods. Subject to mutually agreeable times and formats, each of the Parties agrees to allow the other access to its facilities from time to time to assess conformance by the other Party with all applicable laws, regulations and Codes of Practice, provided that no such assessment shall be intended or interpreted as a representation or warranty of conformance, and there shall be no liability of any kind created between SELLER and BUYER or any other party in connection with the performance, failure to perform, or negligent performance of any such assessment. In the event of an incident during transportation of Goods hereunder, SELLER may at its discretion provide technical advisors to advise emergency response personnel on the handling of Goods, but in no event shall such advice be interpreted or construed as creating any duty, liability or obligation to BUYER on the part of SELLER with respect to such Goods or incident.

10. TERMINATION. In addition to any other right or remedy specified in these Terms and Conditions of Sale or that is available to SELLER at law, in equity or otherwise, SELLER may terminate any or all transactions hereunder upon written notice to BUYER and without liability therefore if: (i) BUYER breaches any provision of these Terms and Conditions of Sale (other than its obligation to pay any amount hereunder which is addressed in Section 2), and either the breach cannot be cured or, if the breach can be cured, it is not cured by BUYER within fifteen (15) days after BUYER's receipt of written notice of such breach; (ii) BUYER becomes insolvent or files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property, or is generally unable to pay its debts as they become due; (iii) BUYER fails to observe or perform any term, covenant or condition on BUYER's part to be observed or performed under any agreement with SELLER, other than these Terms and Conditions of Sale, and such default continues beyond any grace period set forth in such other agreement for the remedying of such default; or (iv) if BUYER sells, transfers or disposes of all or substantially all of its assets, or merges or consolidates with any other entity.

11. NOTICES. Notice by either SELLER or BUYER shall be by prepaid mail or facsimile addressed to the other Party at its address set out in any Written Agreement. If there is no Written Agreement, notices to Buyer will be sent to the address to which invoices are sent by Seller and notice to Seller will be sent to the attention of Vice President, Legal at 1555 Coraopolis Heights Road, Moon Township, PA 15108. Notice will be considered given five days following the time it is deposited with the Postal Service in the case of mail and when faxed with a receipt confirmation in the case of facsimile.

12. SEVERABILITY AND WAIVER. Should any provision of these Terms and Conditions of Sale be or become illegal or unenforceable, such provision shall be considered separate and severable from these Terms and Conditions of Sale and the remaining provisions shall remain in force and be binding upon SELLER and BUYER as though such provision had never been included. Any waiver by SELLER of any breach of any term or condition of these Terms and Conditions of Sale shall not be construed as or be deemed to be a waiver of any future breach of such term or condition.

13. ASSIGNMENT. Neither these Terms and Conditions of Sale nor any Written Agreement may be assigned in whole or in part by BUYER, whether by operation of law or otherwise, without the express prior written consent of SELLER, which consent may be withheld for any reason whatsoever.

14. GOVERNING LAW, WAIVER OF JURY TRIAL AND RELATED MATTERS. These Terms and Conditions of Sale will be interpreted and the rights, obligations and liabilities of the Parties determined in accordance with the laws of the Commonwealth of Pennsylvania. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BUYER HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR COUNTERCLAIM ARISING UNDER OR IN ANY WAY RELATED TO THESE TERMS AND CONDITIONS OF SALE OR THE SALE OF PRODUCT HEREUNDER UNDER ANY THEORY OF LAW OR EQUITY, WHETHER NOW EXISTING OR HEREAFTER ARISING. Buyer agrees that it shall adhere to the U.S. Export Administration Laws and Regulations and the U.S. Department of the Treasury, Office of Foreign Assets Control Regulations and will not sell, export or re-export any technical data or Products received from Seller to any prohibited country or entity listed in the U.S. Export Administration Regulations or the US Department of the Treasury Office of Foreign Assets Control Regulations unless properly authorized by the U.S. Government. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions of Sale or any written agreement.

15. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES; RELATIONSHIP OF PARTIES. These Terms and Conditions of Sale are binding on and inure to the sole benefit of SELLER and BUYER and their respective permitted successors and permitted assigns. Nothing herein, express or implied, confers on any third party (including without limitation any subsequent purchaser of Product or other products manufactured by or on behalf of BUYER that utilize Product) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms and Conditions of Sale. Nothing in these Terms and Conditions of Sale creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between SELLER and BUYER. Neither SELLER nor BUYER has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other or to bind the other to any contract, agreement or undertaking with any third party.

16. INTELLECTUAL PROPERTY RIGHTS. SELLER retains all exclusive right, power and authority as to all of its patents, U.S. and foreign trademarks, service marks, trade dress, trade names, brand names, logos, trade dress, corporate names and domain names, and other similar designations of source, sponsorship, association or origin, trade secrets, works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, and all other intellectual property and industrial property rights, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights and all similar or equivalent rights or forms of protection in any part of the world (collectively, "SELLER IP"). BUYER acknowledges and agrees that: (i) BUYER shall not acquire any ownership interest in, or independent right to use, any SELLER IP under these Terms and Conditions of Sale; (ii) any goodwill derived from the use by BUYER of SELLER IP inures to the benefit of SELLER; (iii) notwithstanding the foregoing, if BUYER acquires any rights in or relating to any SELLER IP (including any rights in any trademarks, derivative works or patent improvements relating thereto) by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to SELLER, without further action by either of the parties; (iv) BUYER shall use SELLER IP solely for purposes of using Product and only in accordance with these Terms and Conditions of Sale and the instructions of SELLER. SELLER retains all copyrights and other ownership rights with respect to all drawings, models, plans, software, samples, and other documentation concerning Product or that otherwise includes SELLER IP, and the same may not be copied or disclosed to others without SELLER's express written consent and must be promptly returned to SELLER upon SELLER's request.

17. MODIFICATIONS TO TERMS AND CONDITIONS OF SALE. SELLER reserves the right to modify these Terms and Conditions of Sale at any time and from time to time and BUYER is advised to check SELLER's website at www.stvropcek.com/USA-BVPV-termsandconditions periodically for updates. Any terms existing on such website that vary from or supplement these Terms and Conditions of Sale are hereby incorporated by reference and shall control in the event of a conflict with these Terms and Conditions of Sale. In continuing to purchase Product from SELLER after publication of any modification or supplementation of these Terms and Conditions of Sale on such website, BUYER agrees to any such modified or supplemental terms as if they were fully set forth herein.

CONFIDENTIAL