THEREOF, AT SELLER’S OPTION, SELLER MAY REFUND THE PURCHASE PRICE UPON RETURN OF THE PRODUCT AT SELLER’S EXPENSE. THE PRODUCT QUANTITY AND QUALITY -- Any tax, excise or governmental charge imposed upon the value added to or the production, sale, storage, use or transportation of any product sold hereunder, timely payment of any monies due and owing to Seller, Seller may set off, withhold or recoup any payments due under this or any other agreement between the parties.

SAFETY, HEALTH AND INDEMNITY -- Each party agrees that its agents and employees shall comply with all safety regulations of the other when such agents or employees are upon the premises of the other in connection with the performance of this agreement. Seller shall furnish to Buyer Material Safety Data Sheets, including warnings and safety and health information concerning the product and/or the containers for such product sold hereunder. Buyer agrees to communicate such information to all persons Buyer can reasonably foresee may be exposed to or may handle such materials or containers, including but not limited to Buyer’s employees, agents, contractors or customers.

US SANCTIONS AND EMBARGOS -- Buyer shall ensure that no volumes of the product will reach any countries, entities or individuals which are under sanctions and/or blockades of the United States.

MISCELLANEOUS -- This agreement shall not be assigned in whole or in part by either party without the written consent of the other party, except that Seller may, upon written notice to Buyer, assign its obligation hereunder to any corporation, subsidiary of or affiliate of Seller. No waiver by either party of any breach of any of the terms and conditions hereunder shall be construed as a waiver of any succeeding breach of the same or any other term and condition. The entire agreement is contained herein and there are no oral understandings, representations or warranties affecting it. No modification of this agreement shall be of any force or effect unless such modification is in writing and signed by the party to be bound thereby. This agreement shall be construed and enforced under the laws of the State of Mississippi to the exclusion of its rules on conflicts of law. The Seller and Buyer hereto explicitly exclude the application of the United Nations Convention on the International Sale of Goods (CISG) to any action arising out of this agreement shall be brought in the state courts of Rankin County, Mississippi, or the United States District Court for the Southern District of Mississippi, Jackson Division, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.

rev. October 22, 2018