



FMC Corporation
 2801 Yorkmont Road
 Charlotte, North Carolina 28208-7377

Telephone : 704 426 5350
 Fax : 704 426 5370
 Website : www.fmcilithium.com
 lithium_customer_service@fmc.com

Order Confirmation

Sold To : 70002017
 JOHNSON CONTROLS
 PO BOX 5292-363M
 YORK, PA 17405

Invoice To : 70009794
 JOHNSON CONTROLS
 Shared Svc Center
 P.O. Box 2034
 MILWAUKEE, WI 53201-2034

Ship To : 70010507
 JOHNSON CONTROLS
 Attn: Kevin Frazee
 812 FIRST STATE BLVD.
 WILMINGTON, DE 19804

Order Date	: 06/27/2017
FMC Reference No.	: 625949
Customer P.O. No.	: 1-51711264568
Customer P.O Date	: 06/27/2017
Salesperson	: S Tucci
Cust. Service Rep.	: DANILLE WAITERS
Cust. Service No.	: 1-800-362-2548
Terms of payment	: NET 30 DAYS FROM DOI
Incoterms 2010	: EXW BESSEMER CITY, NC
Shipping Location	: Bessemer City Plant
Carrier	: UPS FREIGHT
Freight Terms	: THIRD PARTY

Item No.	Product Code	Description	Quantity	Net wt/ units	Unit Price in UoM	Amount (USD)
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10	418-02-620	ADVAGuard 590 LI MOLYBDATE SOLN 4 X 473-ML PLAS BTL O/P UN BOX	3/ CAS	16.140/ LB	217.650 / CAS	652.95
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Proposed Dlv Date : 07/20/2017 EXW BESSEMER CITY, NC
Customer Code : 011-00905-000
Commodity Code : 2841.70.0000 **Country of Origin** : United States

LOAD ON WOOD PALLETS @ NO CHARGE

THIS IS NOT AN INVOICE

Thank you for your order. Please verify the above details and advise us of any discrepancies. Notwithstanding the specific delivery term(s) set forth herein, it is agreed that title and risk of loss for the product(s) shall pass to the buyer according to FMC's standard terms and conditions unless otherwise agreed to in writing by both parties in an integrated contract. See attachment for **current** terms and conditions.

TERMS AND CONDITIONS OF SALE

1. **Governing Terms:** All sales and/or purchases of the product(s) are (a) governed by these Terms and Conditions of Sale, and (b) made expressly conditioned upon Buyer's acceptance of these Terms and Conditions. Any and all terms and conditions (including any which may be delivered by Buyer with any purchase order) which are different or inconsistent with these Terms and Conditions are rejected unless otherwise expressly agreed to by Seller in writing. No modification of these Terms and Conditions shall be binding or enforceable unless expressly agreed to by Seller in writing.
2. **Purchases:** All sales and/or purchases of the product(s) and/or price quotations shall be binding upon Seller only when accepted and approved in writing by Seller or upon Seller's issuance of an order confirmation. Seller is not obligated to supply quantities of the product(s) to Buyer in other than approximately equal monthly quantities over the term. Unless a specific number of days notice is agreed to by Seller in writing, Buyer shall provide Seller in advance with reasonable written notice regarding delivery of the product(s) to Buyer.
3. **Taxes:** Seller may at any time add to the purchase price of the product(s), all taxes, duties, excises or other charges imposed by law with respect to the production, marketing, sale, use and/or transportation of the product(s).
4. **Means of Transportation:** Unless the product(s) are sold on a delivered basis, transportation and other shipment charges do not constitute a portion of the purchase price of the product(s) and Buyer shall pay all such charges. To the extent Seller chooses the means of transportation for shipment of the product(s), Seller may choose the most economical means. If Buyer desires a means of transportation other than that selected by Seller but which is satisfactory to Seller, any extra costs and expenses incurred by reason of using such other means shall also be paid by Buyer.
5. **Payment Terms:** Payment of the purchase price for the product(s) shall be made within thirty (30) days after the date of invoice. Buyer may not make any offsets or deductions from the invoice amount for the product(s) unless agreed to by Seller in writing. In the event that Buyer's financial responsibility, or the credit risk involved, become unsatisfactory to Seller, Seller may decline to make further deliveries of the product(s) unless Buyer pays the purchase price for the product(s) in advance or provides security of payment satisfactory to Seller.
6. **Title and Risk of Loss:** Title to and risk of loss for the product(s) shall pass to Buyer upon tender to a common carrier at FMC's facility. Upon passage of title to the product(s) from Seller to Buyer, Buyer shall be responsible and liable for, and agrees to defend and indemnify Seller against, all claims, injuries, losses, fines, penalties, damages, or costs (including environmental response costs and claims of any employee or contractor of Buyer alleging to have been injured while working with the product(s)) resulting from Buyer's storage, handling, disposal, release, use and/or resale of the product(s) or their containers.
7. **Warranty:** Seller warrants that at the time of shipment, the product(s) conform to Seller's specifications in effect at such time. **SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, COVERING THE PRODUCT(S) (EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS), AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER OR NOT THE INTENDED PURPOSE OF THE PRODUCT(S) BY BUYER IS KNOWN TO SELLER.** Any advice or assistance provided by Seller to Buyer is provided only as a courtesy and Seller makes no warranty, express or implied, as to its accuracy or completeness, or the results to be obtained from such advice or assistance. Buyer is solely responsible for determining whether the product(s) are suitable for Buyer's intended use, and for obtaining any necessary governmental registrations and approvals for Buyer's production, marketing, sale, use and/or transportation of finished goods using or incorporating the product(s).
8. **Inspection of Product(s):** Upon delivery of the product(s) to Buyer and, in any event, prior to Buyer's use and/or resale of the product(s), Buyer shall immediately inspect each shipment of the product(s) to determine whether the product(s) meet the warranted specifications. Within thirty (30) days after delivery of the product(s) to Buyer, Buyer shall have the right to reject in writing any of the product(s) that fail to meet the warranted specifications. Buyer's failure to notify Seller of such a rejection within such time period shall constitute Buyer's irrevocable acceptance of such product(s). Except in case of proven error, Seller's measurements shall govern the determination of all quantities of the product(s) purchased by Buyer from Seller.
9. **Remedies and Limitations:** The entire liability of Seller and the exclusive remedy of Buyer against Seller for any and all damages arising from or related to the sale of the product(s) shall be limited to, at Seller's option, either: (a) the replacement of the product(s) for which damages are claimed, or (b) the return of the purchase price paid by Buyer for such product(s). Any action by Buyer for such damages must be commenced within one (1) year after the cause of action has accrued. In addition to the foregoing limitations, in no event shall the liability of the Seller include: (x) any special, indirect, incidental, punitive or consequential damages (including operating losses, or loss of earnings), or (y) any claims, injuries, losses, fines, penalties, damages, or costs (including environmental response costs) resulting from Buyer's storage, handling, disposal, release, use and/or resale of the product(s) or their containers occurring after passage of title to the product(s) from Seller to Buyer. All of the foregoing limitations shall apply whether Buyer's claim arises from breach of contract, breach of warranty, tort, negligence, strict liability or other legal basis.
10. **Intellectual Property Infringement:** Seller warrants that to Seller's knowledge, the sale of the product(s) by Seller to Buyer does not infringe any third party U.S. patent claiming the product(s) per se. **Seller makes no other warranty, express or implied, with respect to infringement of any patent or other intellectual property and specifically disclaims any other such warranty.** In the event that it is alleged that the sale and/or use of the product(s) constitutes infringement of any third party patent or other intellectual property, subject to the limitations otherwise set forth in these Terms and Conditions, Seller's entire liability to Buyer with respect to such infringement claim shall: (a) be limited to the reasonable costs of defending such infringement action and the payment of damages awarded for such infringement by a court of competent jurisdiction from which no appeal is or can be taken, and (b) arise only in the event that Buyer promptly provides Seller with written notice of such claim and full authority, information and assistance for the defense or settlement of such claim. In no event shall Seller be liable for any infringement claim arising from: (w) the sale and/or use of the product(s) in combination with other materials, (x) the use of the product(s) in the operation of any process (other than the production of the product(s) per se), (y) any product(s) manufactured by Buyer's designs or specifications, or (z) any product(s) manufactured by any process requested by Buyer. Seller reserves the right to suspend deliveries of the product(s) (without liability on the part of Seller other than as otherwise provided in this paragraph) in the event that the Seller believes the production, marketing, sale, and/or use of any of the product(s) infringes any third party patent or other intellectual property.
11. **Excuses for Nonperformance:** No liability for Seller or Buyer (except Buyer's liability to pay for product(s) shall result from any delay in performance or nonperformance to the extent caused by: (a) any circumstances beyond such party's reasonable control, including acts of God, war, terrorism, insurrection, sabotage, embargo, fire, explosion, flood, accident, government actions, strikes, labor disputes or shortages, interruption or delay in transportation, equipment breakdown, involuntary shutdown, shortage of or inability to obtain any raw material, equipment, or energy source, (b) Seller's compliance in good faith with any governmental law, regulation or order, (c) Seller's incurring increased cost for compliance with import and export, environmental, or health and safety laws and regulations, (d) an occurrence of a contingency, the nonoccurrence of which was a basic assumption on which this contract was made, or (e) Seller's inability to obtain any required raw material, energy source, equipment, labor or transportation at prices and on terms deemed by Seller to be practicable. In the event that any of the foregoing circumstances affect Seller's production capacity, Seller may omit deliveries of the product(s) to Buyer during the continuance of such circumstance, and may, in Seller's sole discretion, allocate any and all of Seller's production capacity in such manner, to such parties and/or Seller for its own requirements, and at such times as Seller may determine. An affected party shall promptly provide written notice to the other party of any delay in performance or nonperformance, and shall use its commercially reasonable efforts to remedy such delay or nonperformance, except that the affected party shall have no obligation to settle or otherwise resolve any labor dispute. In

the event that Buyer fails to fully comply with any of these Terms and Conditions for any reason other than any of the foregoing circumstances, Seller may decline to make further deliveries of the product(s) until Buyer cures such failure.

12. **Non-Waiver:** Neither Seller's waiver of any breach, violation or default by Buyer, nor Seller's forbearance, failure, or delay in exercising, nor Seller's single or partial exercise of, any right or remedy available to Seller under these Terms and Conditions (and any agreement, offer of sale, order confirmation, invoice, or other document to which these Terms and Conditions are attached, or in which they are referenced) or at law or in equity, shall constitute a waiver of any other breach, violation or default by Buyer, or any other right or remedy available to Seller.

13. **Non-Disclosure:** No pricing or other terms or conditions of sale disclosed by Seller to Buyer with respect to the sale and/or purchase of the product(s) shall be disclosed by Buyer to any third party, unless expressly agreed to by Seller in writing or otherwise required to do so by law.

14. **Assignment and Beneficiaries:** All obligations, rights and remedies of Buyer arising with respect to the purchase of the product(s) and under these Terms and Conditions (and any agreement, offer of sale, order confirmation, invoice, or other document to which these Terms and Conditions are attached, or in which they are referenced), may not be delegated, assigned (including assignment by way of change of control, operation of law, or otherwise), transferred or subcontracted by Buyer unless expressly agreed to by Seller in writing. Nothing in these Terms and Conditions shall be construed as creating any direct or beneficial right in or on behalf of any third party.

15. **Severability:** The provisions of these Terms and Conditions (and any agreement, offer of sale, order confirmation, invoice, or other document to which these Terms and Conditions are attached, or in which they are referenced) are to be deemed severable and the invalidity, illegality or unenforceability of one or more of such provisions shall not affect the validity, legality or enforceability of the remaining provisions.

16. **Governing Law:** All sales and/or purchases of the product(s), and these Terms and Conditions (and any agreement, offer of sale, order confirmation, invoice, or other document to which these Terms and Conditions are attached, or in which they are referenced), shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its otherwise applicable conflicts of laws rules.