

Northwest Agricultural Products, Inc.

Standard Terms and Conditions

All products and services from Northwest Agricultural Products, Inc. ("NAP") are governed and conditioned by NAP's Standard Terms and Conditions in effect at the time any order from a Customer ("Customer" or "You") is placed. You should be aware that, from time to time, NAP may update or modify its Standard Terms and Conditions by posting them on its website, <http://www.nap-chem.com/>. It is the Customer's responsibility to check NAP's website for any updates respecting any product or service before you uses that product or service. ALL CUSTOMERS ARE ON NOTICE THAT NAP'S STANDARD TERMS AND CONDITIONS ELIMINATE YOUR RIGHT TO A JURY TRIAL. BY USING NAP'S PRODUCTS OR SERVICES, YOU AGREE THAT THE USE OF ANY NAP PRODUCT OR SERVICE IS AT YOUR OWN RISK. YOU MAY NOT RELY UPON ANY DIRECTIONS OR ADVICE FROM NAP ORALLY OR ON ANY PRODUCT LABEL, WEBSITE, MAILING, ADVERTISEMENT OR INSERT; ALL OF WHICH ARE SUGGESTIONS ONLY AND IN NO WAY CONSTITUTE ANY WARRANTIES OR REPRESENTATIONS OF THE SERVICES OR PRODUCTS OR THE EFFECT OF THEIR USE.

1. Payment. In consideration of the sale of NAP's products or services to Customer, Customer shall pay NAP the amounts set forth on all NAP invoices. (NAP and Customer are sometimes referred to as "parties or party".) Under no circumstances shall Customer be entitled to retain, withhold or delay any payments or other amounts due NAP. In the event that Customer in good faith disputes any fees, costs or other charges appearing on NAP's invoices, You shall notify NAP in writing and specify the disputed amount and the reasons for the dispute within 30 days of the receipt of the invoice or bill. Any fees, costs or other charges which remain undisputed for 30 days after receipt by Customer of NAP's invoices shall be conclusively presumed to be correct. All good faith disputed fees, costs or other charges which NAP determines were invoiced in error shall be credited back to Customer on the next invoice. NAP shall invoice Customer monthly, by written or electronic mail, for amounts due NAP, and such amounts shall be due and payable by electronic funds transfer within five (5) business days of the date of such invoice if the invoice is electronic, or ten (10) business days of date of such invoice, if the invoice is delivered by mail. Amounts not paid NAP when due shall bear interest at the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law until paid in full. You understand, acknowledge and agree that the failure to make any payment when due shall constitute a material breach of your agreement(s) with NAP, and shall entitle NAP to immediately terminate all agreements and all of NAP's obligations in connection therewith without the necessity of notice or other action on the part of NAP. Such termination rights shall be in addition to, not in lieu of, any other rights or remedies that may be available to NAP at law and equity and under any Customer agreements, invoices, purchase orders and/or these Standard Terms and Conditions

2. Credit. Customer will provide NAP with credit information as requested, and delivery of NAP products is subject to credit approval. NAP may require Customer to make a deposit or deliver another form of security as a condition to (a) NAP's acceptance of any Customer order or (b) NAP's continuation to deliver product under and outstanding order or invoice (as determined by NAP in its absolute discretion). Any deposit will be limited to two (2)

months' estimated payments for all Customer orders and will be due upon NAP's written request. Any deposit will be held by NAP as security for payment of Customer's fees. Should NAP's relationship with Customer be terminated, the amount of the deposit will be credited to Customer's account and any remaining credit balance will be refunded. Any deposit paid by Customer pursuant to this Section will be held by NAP in accordance with the applicable law governing such deposit.

3. Taxes, Assessments and Regulatory Charges.

(a) Customer will be responsible for, and will pay all, taxes, duties and charges ("Taxes"), including but not limited to, any applicable consumption, value added taxes or other national, regional or local sales, use, excise, privilege, gross receipts or other similar taxes, duties or charges. NAP will invoice Customer for all Taxes and such Taxes are payable by Customer unless Customer produces to NAP a valid resale certificate or other similar documentation legally sufficient to establish an exemption from Taxes. All charges of NAP are exclusive of value added tax ("VAT") unless otherwise stated. If requested to do so by NAP, or as otherwise required by applicable law, Customer will supply its VAT identification number to NAP

(b) Customer will be responsible to pay any other regulatory surcharges which NAP is required, or permitted, to invoice to Customer in connection with the products, including, without limitation, permanent or temporary surcharges to meet government obligations, governmental fees or assessments (including surcharges and fees established by NAP intended to address costs of governmental programs), and, in addition, any program-related costs or administrative cost requirements of NAP (together, "Governmental Program Charges"). To the extent known at the time the products are ordered, the nature of the then-current surcharges will be identified on the invoice. Failure to identify such surcharge(s) will not relieve Customer from responsibility for payment of any such surcharge.

4. Lawful Use. Use of NAP products by Customer, Customer's employees, officers, directors, agents, independent contractors, or any third party recipients ("Product Users") that would constitute or

encourage a criminal offense, give rise to a civil liability, or otherwise be illegal or unlawful under the laws of any country, state, province, territory, or locality having jurisdiction over such communication is strictly prohibited. Customer warrants that it and all Product Users shall use, and permit the use, of NAP products only for lawful purposes. If NAP believes that Product Users have used NAP products for an unlawful purpose, NAP may forward the relevant communication and other information, including Customer's identity, to the appropriate authorities for investigation and prosecution. Customer hereby consents to NAP's forwarding of any such information to these authorities. In addition, NAP will provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the Customer or others. Customer shall not change the serial number or NAP product identifier without NAP's prior written consent.

5. Limitation of Liability and Indemnification. Customer acknowledges: (i) that NAP's liability is limited, as set forth in this Standard Terms and Conditions; and (ii) that Customer agrees to defend, indemnify, and hold harmless NAP, its officers, directors, employees, affiliates and agents from any and all claims, losses, damages, fines, penalties, cost and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of NAP's products, arising under any agreements between NAP and Customer and/or use of NAP products (whether or not the use was consistent with any directions from NAP). More particularly, but in no way limiting the forgoing indemnification obligations, Customer shall indemnify and hold NAP, its officers, directors, employees, agents and representatives harmless from and against any and all claims, costs, liabilities, damages, and expenses arising out of or in connection with (a) a breach of NAP's obligations under any agreement or understanding between the parties; (b) injury to property or person (including but not limited to death) whether or not caused by the gross negligence of NAP, its employees or its agents in the course of performing NAP's obligations under any agreement or representation with/to Customer; (c) any alleged false or misleading statements, assurances, or representations made by NAP to Customers or regarding NAP'S products, and (d) any agreements, understandings, or arrangements between NAP and Customer that amend or purport to amend the terms of the Standard terms and conditions without the prior written consent of NAP.

6. **DISCLAIMER; LIABILITY LIMITATION:**
IN NO EVENT SHALL NAP, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR BE LIABLE TO CUSTOMER, ANY OTHER PRODUCT USER, OR ANY THIRD PARTY FOR ANY DIRECT, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT BETWEEN CUSTOMER AND NAP OR THE USE OR MISUSE OF ANY NAP PRODUCT. THE LIMITATIONS SET FORTH HEREIN

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Version 4/30/2009

APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY OR TORT, AND ANY AND ALL OTHER THEORIES OF LIABILITY THAT APPLY WHETHER OR NOT NAP WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

7. Insurance. Customer shall purchase and maintain at its sole cost and expense, but for the benefit of NAP, the following types of insurance in the minimum amounts specified:

(a) Comprehensive general liability insurance of not less than combined personal injury and property damage limit of One Million Dollars (\$1,000,000) for each occurrence and not less than Two Million Dollars (\$2,000,000) in the aggregate;

(b) Comprehensive automobile liability insurance, including operation of owned, non-owned and hired vehicles, of not less than One Million Dollars (\$1,000,000) combined single limits each occurrence;

(c) Such other insurance as may be reasonably required by NAP from time to time.

All insurance policies required to be procured and maintained by Customer shall be issued in the name of and for the benefit of NAP, and its designee(s), if any, by one or more responsible insurance companies licensed to do business in the State of Washington or the State where the Customer is located. NAP shall be named as an additional insured under all such policies. Such policies may be included in a blanket policy, and in all events such insurance shall be primary to any liability insurance carried by NAP. All such policies of insurance shall contain the following endorsements: (i) that such insurance may not be cancelled or amended except upon thirty (30) days' prior written notice from the insurance company to NAP sent by certified mail or registered mail; and (ii) that Customer shall be solely responsible for the payment of all premiums under such policy, and that NAP shall not have any obligation for the payment thereof. Should Customer fail to provide the insurance coverages required herein, NAP may do so and Customer shall promptly pay to NAP, any such amounts so expended; provided that nothing herein shall be interpreted as requiring NAP to secure such insurance.

8. Force Majeure. Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("Force Majeure Event"), provided that the party claiming excuse under this Section diligently employs its best, commercially reasonable efforts to reinstate the interrupted services

9. Notices. Notices required or permitted hereunder shall be in writing and shall be deemed sufficient and received if delivered in person, or when sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service (or First Class International Post (as applicable)), addressed as follows: Northwest Agricultural Products, Inc.

821 S. Chestnut, Pasco, WA 99301 <http://www.nap-chem.com/> or at such other address as NAP may have furnished Customer in writing in accordance herewith. All such notices shall be deemed to have been given on (i) the date delivered if delivered personally, (ii) the business day after dispatch if sent by overnight courier, (iii) the third business day after posting if sent by U.S. Postal Service (or other applicable postal delivery service), or (iv) the date of transmission if delivered by facsimile or electronic mail (or the first business day after transmission if transmitted on a weekend or legal holiday).

10. Disputes.

(a) Any and all disputes between the parties that arise under or in connection with the NAP products which cannot be resolved through good faith negotiation shall be submitted to non-binding mediation, and, if such mediation fails to produce a mutually acceptable result, the dispute shall then be submitted to binding arbitration, to be conducted in accordance with the Commercial Arbitration rules of the American Arbitration Association, in Seattle, WA, and any judgment of the arbitrator(s) rendered pursuant to such a proceeding shall be enforceable in any court having jurisdiction thereof.

(b) Notwithstanding the foregoing, neither party shall be prohibited from seeking or obtaining temporary or injunctive relief under any circumstances where such relief is necessary or appropriate.

11. Governing Law. Any disputes between the parties shall be governed and construed in accordance with the laws of the State of Washington, U.S.A., without regard to its choice of law rules.

12. Amendment. NAP's Standard Terms and Conditions may not be amended or waived, in whole or in part, except by written agreement executed by a duly authorized representative of each party. Without limiting the generality of the foregoing, any handwritten changes to NAP's Standard Terms and Conditions shall be void unless acknowledged and approved in writing by a duly authorized representative of NAP.

13. Relationship of the Parties. The relation created hereby is not a partnership or joint venture but a contractual agreement between independent parties. The parties hereto agree that the Customer is in no way a legal representative or agent of NAP and can assume or create no obligations on NAP's behalf and that NAP is in no way a legal representative or agent of the Customer and can assume or create no obligations on the Customer's behalf. Customer shall make no warranties or product representations not authorized in writing by NAP.

14. No Beneficiaries. The rights and obligations of the parties are for their sole and exclusive benefit, and neither this Agreement nor its terms, in whole or in part, shall be enforceable by, or otherwise interpreted for the benefit of, a third party, including but not limited to Customers.

15. Entire Agreement. The terms and conditions contained in all written documents, e.g. purchase orders, invoices, NAP's Standard Terms and Conditions—either produced by NAP or counter signed by a duly authorized representative of NAP—supersede all prior oral statements, representations and understandings between the parties, including prior iterations and versions of any written documents, and constitute the entire agreement between the parties concerning NAP products. This Agreement shall not be modified or amended except in writing signed by authorized representatives of the parties. In any conflict between any written or oral representations by NAP and these Standard Terms and Conditions, these Standard Terms and Conditions shall prevail.

16. Joint Product. The parties acknowledge that any agreement(s) to purchase NAP products is the joint work product of the parties. Accordingly, in the event of ambiguities in the agreement(s), no inferences shall be drawn against either party on the basis of authorship of the agreement(s).

17. Severability. If any part of any provision of and agreement(s) entered into pursuant to or in connection with the sale of NAP products shall be declared invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, and the remaining terms and conditions shall be interpreted so as to give the greatest effect possible thereto.

18. Non-Solicitation. Any attempt on the part of the Customer to induce others to leave NAP's employ, or any effort by the Customer to interfere with NAP's relationship with its employees would be harmful and damaging to NAP. Customer agrees that during the term of any agreement(s) between the parties and for a period of one (1) year after the end of the term or any extension thereof, Customer will not in any way, directly or indirectly:

(a) induce or attempt to induce any employee or agent of NAP to quit employment or retainer with NAP;

(b) otherwise interfere with or disrupt NAP's relationship with its employees or agents;

(c) discuss employment opportunities or provide information about competitive employment to any of NAP's employees or agents; or

(d) solicit, entice or hire away any employee or agent of NAP.

19. Limitation of Liability. Notwithstanding any provision of herein to the contrary, either party's maximum cumulative liability to the other party (if any), in connection with this Agreement (with the exception of Customer's indemnification obligations and obligation to make its payments to NAP when do) shall be limited, in the aggregate, to the amount of payments that have been paid by Customer to NAP in the twelve (12) months preceding the claimed liability.

20. Rules of Construction. The captions or headings or the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. Unless expressly defined herein, words having well known technical or trade meanings shall be so construed. All listing of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires. Except as set forth to the contrary herein, a party's right or remedy shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

21. No Personal Liability. Each action or claim against a party arising under or relating to NAP products shall be made only against NAP as a business entity only, and any liability relating thereto shall be enforceable only against NAP as a business entity and against its assets.

22. Compliance with Laws, Rules & Regulations. Customer at its sole cost and expense shall comply with all laws, ordinances, orders, rules and regulations of state, federal, municipal or other agencies or bodies having jurisdiction relating to its specific use or manner of use of the NAP products. Customer will be responsible for obtaining and keeping in effect all regional, federal, state and local regulatory commission, governmental authority and other regulatory approvals that may be required in connection with the use of NAP products. Each party will reasonably cooperate with the other party in obtaining and maintaining any required approvals necessary for fulfilling its obligations under all agreements to which they are a party.