

**OSPREY BIOTECHNICS DIVISION OF  
PHIBRO ANIMAL HEALTH CORPORATION  
("SELLER")**

**TERMS AND CONDITIONS**

1. These Terms and Conditions shall govern Seller's products, services and/or equipment (collectively, "Products").
2. Seller's weights (or Seller's measurements in case of product(s) sold by volume) taken at shipping points shall govern unless proven in error.
3. Seller may recover for each delivery hereunder as a separate transaction, without reference to any other delivery. If Buyer be in default with respect to any of the terms or conditions of this or any other contract with Seller, Seller may, at its option, defer further deliveries hereunder until such default be remedied (in which event, if Seller so elects, the contract period shall be deemed extended by a time equal to that during which deliveries shall be so deferred), or, without prejudice to any other legal remedy, Seller may decline further performance hereof.
4. Seller shall be given reasonable notice of a request for delivery. Seller shall not be required to deliver in any month more than the monthly quantity herein specified, or, if no monthly quantity is specified, more than a pro rata amount of the entire quantity. In the event that Buyer fails to take said specified or pro rata quantity in any month, Seller, at its option, and in addition to any other remedy, may cancel such quantity or include same in subsequent deliveries hereunder.
5. If Buyer fails to make payments herein, or in Seller's reasonable judgment, Buyer's credit shall become impaired at any time, Seller shall forthwith have the right to decline to make deliveries hereunder, or condition such deliveries upon receipt of cash or satisfactory security before shipment.
6. Any tax or other governmental charge upon the production, sale, and/or shipment of the material sold hereunder, excluding income or franchise taxes of Seller, now imposed by federal, state or municipal authorities or hereafter becoming effective for or during the period hereof, shall be added to the price herein provided, and shall be paid by Buyer.
7. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AGAINST INFRINGEMENT OR OTHERWISE, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES OR IN ANY PROCESS, EXCEPT THAT THE PRODUCT(S) SOLD SHALL CONFORM TO SELLER'S STANDARD SPECIFICATIONS OR SUCH OTHER SPECIFICATIONS AS SHALL HAVE EXPRESSLY BEEN MADE A PART HEREOF AT THE TIME OF SHIPMENT. BUYER ASSUMES ALL RISK WHATSOEVER, AS TO THE RESULT OF THE USE OF THE PRODUCT(S) PURCHASED, WHETHER USED SINGLY OR IN COMBINATION WITH OTHER SUBSTANCES.**
8. Seller has furnished or shall furnish to Buyer Material Safety Data Sheets ("MSDSs") for Product(s) sold hereunder, which MSDSs will provide warnings and safety and health information concerning the Product(s). Buyer agrees to disseminate such information so as to warn of possible hazards to persons whom Buyer can reasonably foresee may be exposed to such hazards, including but not limited to, Buyer's employees, agents, contractors or customers, and to observe and comply with all laws and requirements of all governmental authorities now or hereafter in force with respect to the use of the Product(s) sold hereunder. If Buyer fails to disseminate such warnings and information and/or observe and comply with all such laws and requirements, Buyer agrees to defend and indemnify Seller against any and all liability to the extent arising out of such failure, including but not limited to, liability for personal injury, sickness, death and property damage.
9. Failure of Seller to make or of Buyer to take any delivery hereunder (or portion thereof) when due, if occasioned by:
  - (a) An act of God or the public enemy, fire, explosion, perils of the sea, flood, drought, war, riot, sabotage, accident, embargo; or
  - (b) Any circumstance, without limiting the foregoing circumstances, of like or different character beyond the reasonable control of the party so failing; or
  - (c) interruption of or delay in transportation, inadequacy or shortage or failure of normal sources of supply of materials or equipment, breakdowns, labor trouble from whatever cause arising and whether or not the demands of the employees involved are reasonable and within said party's power to concede; or
  - (d) compliance by Seller or Buyer with any order, action, direction or request of any governmental officer, department, agency, authority or committee thereof (including any direction or order restricting or limiting the selling price of the Product(s) specified herein or of any Product(s) produced in conjunction therewith or in connection with which such product(s) are used, which renders it impossible for Seller or Buyer, in its sole discretion, to make a reasonable profit on such production or use); or
  - (e) any reduction of demand for one Product produced in a co-product plant resulting in a limited supply of the second Product, whether in any case the circumstance now exists or hereafter arises, shall not subject said party to any liability to the other and the total quantity to be delivered hereunder shall be reduced by the quantity of the delivery or deliveries (or portions thereof) so omitted. If Seller's supply of the Product(s) herein specified shall be insufficient to meet all requirements, Seller shall have the right at its option and without liability to apportion its available sales supply among its customers, including its affiliated divisions and companies, in such manner as Seller believes equitable.
10. Seller reserves the right to discontinue deliveries hereunder of any Product(s) if, in the opinion of Seller, its manufacture, sale and/or use would infringe any patent now or hereafter issued and under which Seller is not licensed.
11. Buyer shall inspect and test the Product(s) delivered hereunder for damage, defect or shortage immediately upon receipt at Buyer's plant, or such other location as determined by Buyer, and provide Seller written notice of any such damage, defect or shortage within ten (10) days of receipt. Failure of Buyer to notify Seller as to damage, defect or shortage as specified above shall constitute unconditional acceptance of the Product(s) delivered. Any cause of action that Buyer may have against Seller and which may arise under this contract shall be deemed waived unconditionally and absolutely unless commenced within one (1) year after the cause of action has accrued. Products delivered hereunder shall not be returned without Seller's prior approval and Buyer's compliance with Seller's return policies and procedures, including payment of restocking charges, if any. **NOTWITHSTANDING THE ABOVE AND REGARDLESS OF THE CIRCUMSTANCES, SELLER'S TOTAL LIABILITY TO BUYER FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER, WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT(S) IN RESPECT TO WHICH SUCH CAUSE AROSE. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR LOST SALES), PUNITIVE OR EXEMPLARY DAMAGES.**
12. If Seller's railcars, tankcars or other transportation equipment is furnished for shipments hereunder, it is furnished with the understanding that Buyer will use all reasonable efforts to unload and return the same to Seller as promptly as possible. Buyer shall be liable for payment of demurrage, detention or other charges to Seller pursuant to any trip lease or similar agreement between the parties, or, if none exists, then pursuant to Seller's then existing practice. In no event shall any transportation equipment be held by Buyer for a period greater than seven (7) days unless agreed to in writing by Seller. Any demurrage, detention or other charges legally payable to any transportation carrier shall be payable to its account by the Buyer. In addition, in the event that any Buyer-arranged shipments cause Seller to incur additional costs (e.g., overtime due to late arrivals of Buyer-arranged carriers); Buyer shall be liable for payment of such costs.
13. Buyer warrants that it is familiar with the Product(s) ordered hereunder and thereafter Seller assumes no obligation or liability for any technical or safety advice it furnishes concerning the Product(s). The parties agree that except as otherwise stated, all such advice is given without charge or warranty and accepted at Buyer's risk.
14. This contract or any modification thereof shall not be binding upon Seller until accepted on its behalf by an officer or other authorized representative. In no case will commencement of performance hereunder prior to acceptance as stipulated above be construed as a waiver of this requirement.
15. Seller's waiver of any breach, or failure to enforce any of the terms and conditions of this contract, at any time, shall not in any way affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.
16. This contract shall not be assigned in whole or in part by Buyer without the written consent of Seller, which may be granted, denied or conditioned in Seller's sole discretion.
17. In the event that Seller, under its sole discretion, elects to discontinue, or cease production of any, or all, Products under this contract, Seller shall provide Buyer with a minimum 60 day written notice of such intent. This shall be Seller's only obligation in this event, and Seller shall not be liable for any direct, indirect or consequential costs or damages associated with this action.
18. If pursuant to any federal, state or local law, regulation or ordinance Seller is required to incur any unforeseen expense or install any additional equipment or facilities in order to comply with governmental standards, and if the cost of such installation, in Seller's reasonable opinion, makes it uneconomical for all Seller to continue production of the product(s), Seller, at its option, may offer to continue production of the Product(s) and provide such Product(s) to Buyer at a modified price, or may terminate this contract on thirty (30) days prior written notice to Buyer.
19. This contract shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts executed, delivered and performed entirely within that state, and shall bind and inure to the benefit of the executors, administrators, successors and assigns (where permitted) of the parties hereto. This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
20. Any provision of this Contract which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Contract, all without invalidating the remaining provisions hereof.
21. As of the effective date hereof, this contract supersedes and discharges all previous contracts between the parties covering sales of the same kind of Product(s) as specified herein, except as to amounts due or to become due from Buyer thereunder, and constitutes the entire agreement between the parties hereto. There are no understandings or representations, express or implied, not expressly set forth herein and this contract shall not be modified, varied or supplemented by any course of dealing, usage of the trade or otherwise, except by a writing signed by the parties hereto. Unless otherwise expressly agreed to in writing by the Seller, should the terms and conditions of any purchase order, sales contract or similar document issued by Buyer contain language which conflicts in any way with the terms and conditions of this contract, the terms and conditions of this contract shall supersede and prevail over such contradictory language, regardless of the date.