1. GENERAL - These Terms and Conditions of Sale (the "Terms") shall apply to and govern all processed calcium carbonate, processed calcium magnesium carbonate and other products (collectively, the "Products") sold by GLC to you ("Customer") under the accepted order, quote or proposal, which, together with these Terms, shall constitute the entire agreement between GLC and Customer (collectively, the "Contract"). The sale of the Products is expressly conditioned upon Customer's acceptance of these Terms, which acceptance may be express or implied. Customer’s full or partial payment or receipt and acceptance of the Products shall constitute acceptance of these Terms. GLC EXPRESSLY OBJECTS TO, AND IS NOT BOUND BY, ANY TERMS OR CONDITIONS ON CUSTOMER'S ORDER, CONFIRMATION FORMS OR OTHER DOCUMENTS. CUSTOMER ACKNOWLEDGES THAT ANY CONDITIONS WHICH DIFFER FROM GLC’S TERMS SET FORTH IN THESE TERMS; AND GLC’S PERFORMANCE OR FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY CUSTOMER COMMUNICATION SHALL NOT BE DEEMED TO WAIVE ANY PROVISION HEREIN OR CONSTITUTE ASSENT TO ANY SUCH ADDITIONAL, DIFFERENT AND/OR INCONSISTENT TERMS. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry.

2. PAYMENT – Customer agrees to pay GLC all amounts specified in the Contract within thirty (30) days of GLC’s invoice date. All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges. "Price" includes all costs and expenses, including but not limited to, delivery, insurance, packing and handling, and all overhead and profit. Customer acknowledges that the remedies set forth in this Section are Customer's exclusive remedies for the delivery of Nonconforming Goods.

3. DELIVERY – The Products will be delivered within a reasonable time after acceptance of the order, quote or proposal, subject to availability. GLC shall not be liable for any delays, loss or damage in transit, or in damage or destruction of the Products from any cause whatsoever, and no loss, theft, damage or destruction of the Products shall relieve Customer of any obligations hereunder. Customer shall at all times use the Products in a careful and proper manner, and shall comply with all applicable laws, ordinances and regulations in any manner relating to the possession, use or operation thereof.

4. INSURANCE AND LOSS AND DAMAGE; USE – Customer, at its expense, shall provide and maintain throughout its ownership of the Products: (i) insurance for the Products against loss, theft, and damage in an amount equal to the replacement value of the Products; and (ii) commercial general liability insurance in an amount no less than $1,000,000.00 per occurrence. Upon delivery, Customer shall bear the entire risk of loss, theft, damage or destruction of the Products from any cause whatsoever, and no loss, theft, damage or destruction of the Products shall relieve Customer of any obligations hereunder. Customer shall at all times use the Products in a careful and proper manner, and shall comply with all applicable laws, ordinances and regulations in any manner relating to the possession, use or operation thereof.

5. TITLE – Title to the Products shall transfer to Customer upon receipt of the Products by Customer.

6. CONFIDENTIAL INFORMATION – All non-public, confidential, or proprietary information of GLC (including without limitation specifications, samples, burn-on figures, customer lists, pricing, discounts or rebates) disclosed to Customer, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential", is confidential, solely for the use of performing GLC’s obligations under the Contract, and shall be treated as confidential and shall remain the exclusive property of GLC. Customer will not disclose or use such information except in connection with performing Customer’s obligations hereunder. Customer acknowledges that the remedies set forth in this Section are Customer’s exclusive remedies for the delivery of Nonconforming Goods.

7. GENERAL WARRANTY – The Products will materially conform to its specifications then in effect. THE WARRANTIES AND REMEDIES FURNISHED IN THIS SECTION ARE EXCLUSIVE, AND IN LIEU OF ANY OTHER WARRANTIES AND REMEDIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES PURSUANT TO THE UNIFORM COMMERCIAL CODE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ON GLC’S PART AND SUBJECT TO CUSTOMER’S ACCEPTANCE OF THESE TERMS IS THE EXCLUSIVE REMEDY FOR ANY CLAIM FOR DAMAGES AGAINST LATENT DEFECTS, WHETHER EXPRESS OR IMPLIED BY LAW. COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. GLC MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL LAW. GLC shall not be liable for a breach of this limited warranty unless: (i) Customer gives written notice of the defect, reasonably described, within five (5) days of delivery; (ii) GLC is given a reasonable opportunity after receiving the notice to examine the Products and Customer (if requested to do so by GLC) returns such Products to GLC’s place of business, at Customer’s expense, in good and sound condition,运费自理, in original cartons and packaging, with a copy of the invoice and such description of the defect as may be necessary. Upon examination, GLC may repair or replace the Products (or the defective portion thereof) or refund the price of such Products provided that, if GLC so requests, Customer shall, at GLC’s expense, refund such Products to GLC.

9. LIMITATION OF LIABILITY – IN NO EVENT SHALL GLC BE LIABLE TO CUSTOMER OR ANYONE CLAIMING THROUGH OR UNDER CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER ARISING BY WAY OF ACTION, CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INCLUDING, WITHOUT LIMITATION, DELAY, LOST REVENUE, LOST PROFITS OR LOSS OF GOODWILL, EVEN IF GLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER’S AGGREGATE RECOVERY FROM GLC FOR ANY CLAIM SHALL NOT EXCEED THE FEES PAID BY CUSTOMER FOR THE PRODUCTS GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE. IF FOR ANY REASON, THE FOREGOING LIMITATIONS ARE FOUND BY A COURT OF LAW TO APPLY TO OR IN ANY WAY LIMIT CUSTOMER’S REMEDIES AGAINST GLC UNDER ANY APPLICABLE STATE OR FEDERAL LAW, CUSTOMER AGREES THAT GLC’S TOTAL LIABILITY FOR ALL LOSSES (AS DEFINED BELOW) OF ANY KIND OR NATURE SHALL BE LIMITED TO ACTUAL DAMAGES WITHOUT REGARD TO ANY PUNITIVE OR EXEMPLARY DAMAGES PROVIDED BY ANY APPLICABLE LAW.

10. INDEMNIFICATION - To the maximum extent allowed by law, Customer shall defend and indemnify GLC and its officers, directors, employees, agents, representatives, successors and assigns from and against any claims, losses, damages or expenses, including but not limited to, reasonable attorneys’ fees and costs of any action or proceeding (collectively, “claims”), by or on behalf of any third parties that arise out of or in connection with the Products, the Contract, or the relationship of the parties, or any violation of this Section. Customer’s obligations pursuant to this Section shall not apply to (i) claims that the Products are defective; (ii) Customer failed to follow GLC’s instructions as to the possession or use of the Products; or (iii) damage or destruction of the Products not caused by GLC. IN NO EVENT SHALL GLC BE LIABLE TO CUSTOMER FOR ANY DAMAGES, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER ARISING BY WAY OF ACTION, CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INCLUDING, WITHOUT LIMITATION, DELAY, LOST REVENUE, LOST PROFITS OR LOSS OF GOODWILL, EVEN IF GLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER’S AGGREGATE RECOVERY FROM GLC FOR ANY CLAIM SHALL NOT EXCEED THE FEES PAID BY CUSTOMER FOR THE PRODUCTS GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE. IF FOR ANY REASON, THE FOREGOING LIMITATIONS ARE FOUND BY A COURT OF LAW TO APPLY TO OR IN ANY WAY LIMIT CUSTOMER’S REMEDIES AGAINST GLC UNDER ANY APPLICABLE STATE OR FEDERAL LAW, CUSTOMER AGREES THAT GLC’S TOTAL LIABILITY FOR ALL LOSSES (AS DEFINED BELOW) OF ANY KIND OR NATURE SHALL BE LIMITED TO ACTUAL DAMAGES WITHOUT REGARD TO ANY PUNITIVE OR EXEMPLARY DAMAGES PROVIDED BY ANY APPLICABLE LAW.

11. DEFAULT – Each of the following shall constitute a “Default” hereunder: (i) failure by Customer to pay any amounts under the Contract when due and payable; (ii) failure by Customer to perform any other provision hereunder within ten (10) days after written notice thereof from GLC; and (iii) the adjudication of Customer as bankrupt, the insolvency of Customer, an assignment by Customer for the benefit of creditors or the appointment of a receiver for any of Customer’s property. Upon Default, GLC shall have the right to exercise any one or more of the following remedies, in addition to all other rights and remedies available to GLC at law or in equity: (A) sue for and recover all amounts then due or thereafter accruing hereunder; and (B) terminate the Contract. Any provision that, in order to give proper effect to its intent, should survive expiration or earlier termination, shall survive expiration or earlier termination.

12. FORCE MAJEURE – GLC shall not be liable to Customer or third parties for any delay in, or failure of, performance caused by acts or circumstances beyond its direct control, including but not limited to acts of God, fire, flood, explosion, war, governmental action, terrorist threats or acts, civil unrest, major disruptions of transportation or failure, accident, delay or other interference by or from a third party, shortage or inability to obtain materials, equipment, power or transportation.

13. MISCELLANEOUS – All notices shall be in writing and shall be deemed sufficiently given and received in all respects when hand delivered, when sent by facsimile or email, when sent by a reputable overnight courier service, or three (3) days after being deposited in the United States mail, return receipt requested, addressed to GLC or Customer, as the case may be, at the address set forth in the Contract (or to such other address as may be designated in a writing by notice duly given or, in the case of GLC, to PO Box 2236, Green Bay, WI 54306-2236). Customer may not assign any of its rights, duties or obligations under the Contract without GLC’s prior written consent. Any attempted assignment without such consent, even if by operation of law, shall be void. GLC may subcontract the performance of any of its obligations under the Contract to any third party, and may assign the Contract to any third party. All transactions between GLC and Customer shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to any conflicts of law principles. Any action or proceeding involving any dispute relating to or arising from the Contract shall be commenced exclusively in the federal or state courts located within Brown County, Wisconsin, and Customer consents to the exclusive jurisdiction of such courts and waives any objection to such jurisdiction. The failure of GLC, at any time, to assert any right or require performance of any obligation contained in this Contract will not affect GLC’s right to assert such right or require such performance at any time thereafter; nor shall the waiver be construed in any way as a waiver of any future breach of the provision so waived or waiver of the provision itself. The failure of GLC to assert any of its rights or remedies under the Contract at any time or in any manner shall not be construed to be a waiver thereof. By execution of this Contract, Customer represents and warrants that the Products and Customer (if requested to do so by GLC) returns such Products to GLC.

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