

THE BLACK TAI SALT COMPANY

INDUSTRIAL SALT DIVISION

441 Fairview Avenue Fairview, NJ 07022
Fax: (201) 444-5841

JANUARY 2, 2009

RETURN BY: SEPTEMBER 8, 2008

The Black Tai Salt Company is pleased to offer *CUSTOMER NAME* the following pricing and quantities of Bulk Salt for the 2008-2009 winter season. To confirm and accept this quotation, please sign the acceptance and return (mail or fax) by the date shown above.

Pricing:

Pricing is in effect through December 31, 2008 for the tonnage shown below. Any delivered prices are based upon full truckloads, full rail car loads, specific for the delivery address shown below. Agreeing company, will be billed at the current transportation rate. BNSF designates all fuel surcharges. Rates do not include Fuel Surcharges (FSC). Responsible party will be charged the current Fuel Surcharge Rates. See BNSF.com to validate FSC. All fees incurred while transporting customer products will be charged to the account listed below. The Black Tai Salt Company will work with buyer to secure all necessary equipment to expedite the move of the solar salt products. A rate of \$275 per loaded move, per car will apply as a standard tracking fee.

Price Per Ton:

\$98.50 PICK UP

Committed Tons: 500,000 Tons

Product Location: Karachi, Pakistan

The Black Tai Salt Company agrees to supply up to 100% of the committed tons, and the Customer guarantees to purchase 95% of the committed tons during the term of this contract. The Black Tai Salt Company shall invoice the customer for any shortfall below the 95% customer guarantee. **Black Tai Salt Company reserves the right to limit tonnage if circumstances exceed The Black Tai Salt Companies ability to control and is at the sole discretion of The Black Tai Salt Company.**

Do you wish to change the tonnage commitment? My new commitment is: _____ tons.

Reason for Change: _____

*Please note, if there is a significant change in commitment, greater than 5%, pricing may change.

Purchases must begin by 06/11/2009. Purchases are subject to Terms and Conditions. ***Sold as-is, where-is. We invite your inspection prior to sale. Terms: Irrevocable Bankable Funds in Advance. Wire Instruction Attached.***

To Place Orders:

CONTACT YOUR SALES REPRESENTATIVE:

7:40am-6:40pm EST Monday-Saturday

Fax: (201) 444-5841

24 Hours a Day – 7 Days A Week



Confirm Account Information

Please review your account information and make any changes below.

Mailing Address:

Delivery Address:

Contact: _____ Phone: _____ Fax Number: _____

Acceptance

I accept The Black Tai Salt Companies price for the 2008-2009 winter season and will purchase 95% of the committed tons listed above.

The Black Tai Salt Company

Approved By: _____ Date: _____

Please make a copy of this complete form for your records.
This is your confirmation; No further acknowledgment will be sent; This is not an order.

THE BLACK TAI SALT COMPANY

INDUSTRIAL SALT DIVISION

441 Fairview Avenue Fairview, NJ 07022

Fax: (201) 444-5841

TERMS AND CONDITIONS

№1 All orders are subject to the conditions set forth within this documentation, and no agreement or other understanding in any way modify or supplementing these conditions shall be binding upon Seller unless made in writing and signed by an authorized executive of Seller.

№2 This price quotation does not include sales, use, or any other tax, which will be added to the price, if applicable. Buyer is responsible for all Customs fees.

№3 Terms of payment are listed in detail within the credit application. Refer to the credit application for further clarification. Sold as-is, where-is. We invite your inspection prior to sale. Products may not be returned or exchanged for any reason.

№4 Effort will be made to effect shipment as soon as possible after an order is received but Seller shall not be responsible for any delay or failure to deliver caused wholly or in part by any cause not resulting from negligence on the part of Seller, including without limitation, fire, flood, accident, strike, labor trouble, civil commotion, acts of terrorism, war, demands, requests or requirements of governmental authority, failure in production equipment, product availability, inability to obtain fuel, power, raw materials or shipping capacity or acts of God, including snow, ice, or other weather related problems, international or domestic. Transportation surcharges may be applied in the event of significant cost increases in transportation beyond the reasonable control of the seller.

№5 All claims of shortages in quantities delivered, quality or delivery of material other than ordered must be made in writing by Buyer within five (5) days of receipt of shipment and supported by satisfactory evidence. Buyer, by acceptance of the material covered by this transaction, assumes all risk and responsibility incident to the handling and use of said material and for the results obtained through use of said material, and shall indemnify and hold Seller harmless of and from any and all claims with respect thereto.

№6 Seller warrants the material sold hereunder is suitable for ice control only. Seller's liability is limited to providing additional material to the extent any material is shown to be otherwise than as warranted, and Seller shall be in no event liable otherwise or for indirect or consequential damages. This warranty is exclusive and in lieu of all other warranties, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose.

№7 Delivered prices are based upon full truckload. A full truckload is considered to be 20 tons, or 44,000 pounds. Buyer is responsible for securing all transportation. All products are sold where is unless otherwise noted. Please give at least 48 hours notice prior to pick-up.

№8 The Black Tai Salt Company uses the following measurements:

One Ton is equal to 2,000 pounds

One Metric Ton is equal to 2,200 pounds

№9 All sales are final and products may not be returned for any reason at anytime.

№10 All expenses not included in original invoice, including but not limited to transportation, management fees, distribution costs, unforeseen expenses, drayage, detention fees, demurrage and any other costs incurred by the Seller with connection to the sale of the items listed within this agreement shall be billed to the Buyer in their entirety. The Buyer will have 15 days from the date of invoice to remit the total amount due to the Seller. The Buyers failure to remit payment will be considered a direct break in the terms and conditions set forth in the credit application.

Initial Here

END.