

PUBLIC RECORD

PUBLIC FILE
FOLIO 915
No: .....

TRADE MEASURES BRANCH

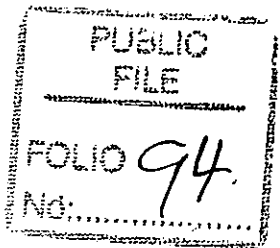
INVESTIGATION INTO THE ALLEGED DUMPING OF  
SILICONE EMULSION CONCRETE ADMIXTURES FROM  
THE UNITED STATES OF AMERICA

EXPORTER QUESTIONNAIRE

BASF CONSTRUCTION CHEMICAL LLC

ADDITIONAL INFORMATION PROVIDED

PUBLIC RECORD



[REDACTED]  
[CUSTOMER'S INITIALS]

## BULK / PACKAGE ORDERS

Date:

12/17/08

Time:

P. O. No.:

Sold to:

Ship to:

[REDACTED]  
[CUSTOMER  
NUMBER]

Customer:

[REDACTED]  
[CUSTOMER NAME]

[REDACTED]  
[CITY  
NAME]

will call

Req. Delv.

Product Code	Product	Quantity Per Gal	Price Per Gal	Order No.
	propel plus	TOTE		139722000

Special Instructions:

Order Placed by:

[REDACTED]  
[NAME]

Salesman:

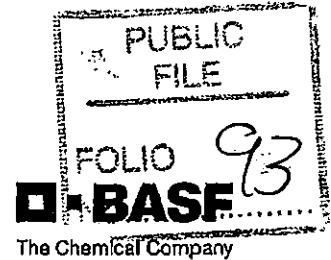
[REDACTED]  
[NAME]

Credit Status

# BASF Construction Chemicals

23700 Chagrin Blvd  
BEACHWOOD, OH 44122  
USA

ATTACHMENT TO D-7 (2 of 2)  
NON-CONFIDENTIAL PAGE 2 OF 10



## Order Confirmation

### CONTACT

Name:  
Phone:  
E-Mail:  
Fax:

### NUMBER

DATE  
12/18/2008

### Customer PO

### SOLD TO

[CUSTOMER NUMBER]

### Shipping Terms

FOB Shipping Pt -Pickup/Arangd

### Payment Terms

Inv. date + 30 d. net

### Requested Delivery Date

12/18/2008

### Confirmed Delivery Date

12/22/2008

### CONSIGN / SHIP TO

[NAME]

[ADDRESS]

### BILL TO

[CUSTOMER NAME]

[ADDRESS]

### Estimated Weights - Volume

Gross weight	1,045.816 KG	2,305.630 LB
Net weight	986.849 KG	2,175.630 LB
Volume	1,824,863.447 CCM	

Item	Material	Qty	Description	Price	Price unit	Value (USD)
------	----------	-----	-------------	-------	------------	-------------

000010 57298394 RHEOPEL PL [PRICE] 11A

Shipping From: LANCASTER TX

1 PCA

USD

1 PCA

[PRICE]

[PRICE]

Items total

Total Value for Item (s)

Total Sales Tax

Total Including Taxes

Estimated Order Value

USD

[TOTAL]

[TAX]

[TOTAL]

[VALUE]

This order is accepted subject to the attached BASF - General Terms and Conditions of Sale (the "Terms"), unless there is a written contract signed by Buyer and BASF governing the sale and purchase of the products covered by this order in which case such contract shall apply. The Terms or such contract, as applicable, and the commercial terms above constitute the entire agreement between the parties and any provisions or conditions (including without limitation those contained in any purchase order) which are in any way inconsistent with or in addition to the Terms or such contract, as applicable, shall not be binding on either party unless such provisions or conditions are agreed to in writing and signed by the parties. A copy of the Terms is also available at and may be printed from our web site at: <http://www2.basf.us/corporate/legal/basfsalescontc.pdf>

NOTE: Delivery is contingent upon credit approval and product availability.

All Trademarks, service marks or registered trademarks are owned by BASF Corporation, BASF SE or its affiliates.

For additional order information, including current status, visit us at [www.worldaccount.basf.com](http://www.worldaccount.basf.com)

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# BASF - GENERAL TERMS AND CONDITIONS OF SALE

ATTACHMENT TO D-7 (2 of 2)  
NON-CONFIDENTIAL PAGE 30540

1. **Entire Agreement.** These Terms and Conditions of Sale (the "Terms"), together with other sales terms, if any, agreed to by Buyer and Seller in a writing ("Sales Terms"), contain the entire and exclusive agreement between the parties regarding the sale of each Product. The Terms, together with the Sales Terms, if any, are referred to herein as the "Contract". If there is a conflict between the Terms and the Sales Terms, the Sales Terms shall govern. All terms and conditions contained in any prior or subsequent oral or written communication, including, without limitation, terms and conditions contained in Buyer's purchase order, which are different from or in addition to the Contract are hereby rejected and shall not be binding on Seller, and Seller hereby objects thereto. No addition to, or alteration or modification of, the Contract shall be valid unless made in a writing signed by an authorized representative of each party specifically referring to the Contract. Any action by Buyer in furtherance of a sale or purchase of Product shall constitute acceptance of the Contract.
2. **Payment; Taxes.** The price for Product is the price in effect on the date of shipment, unless otherwise agreed by the parties. Seller may adjust the price of any Product upon at least ten (10) days prior notice. Payment for the full amount of each invoice shall be made to Seller, addressed as indicated on an invoice, in United States currency. All claims by Buyer shall be made by written notice to Seller in accordance with the provisions of Section 8 of these Terms, and no offset or deduction from any invoice is permitted. Acceptance by Seller of bank draft, check, or other media of payment is subject to immediate collection of the full face amount thereof.  
In addition to the purchase price, Buyer shall pay Seller any and all governmental taxes, charges or duties of every kind (excluding any tax based upon Seller's net income or net worth) that Seller may be required to collect or pay upon sale, transfer or shipment of Product ("Tax"). Notwithstanding the above, Seller shall not collect, and Buyer shall not pay, any such Tax for which Buyer furnishes to Seller a properly completed exemption certificate or a direct payment permit certificate. Buyer shall be responsible for any Tax, interest and penalty, if such exemption certificate or direct payment permit certificate is disallowed by the proper taxing authority.
3. **Breach; Termination.** If Buyer breaches any term of the Contract or any other contractual obligation in favor of Seller, (a) Seller may choose to defer any or all further shipments or other performance under the Contract and performance of any other contractual obligation in favor of Buyer until Buyer cures its breach, or (b) Seller may immediately terminate the Contract if Buyer fails to cure such breach within ten (10) days after receipt of written notice from Seller describing such breach. In the event of a termination, all outstanding payment obligations or other indebtedness of Buyer to Seller shall be due and payable no later than fifteen (15) days after delivery of notice of termination. Acceptance by Seller of less than the full amount due shall not be a waiver of any of Seller's rights under the Contract or applicable law.  
Notwithstanding any provision in the Contract, Seller shall have no obligation to pay any rebate, issue any credit or make any other payment of any kind to Buyer unless Buyer is fully in compliance with its payment and other obligations under the Contract and any other contractual obligation in favor of Seller. In addition, in the event that Buyer fails to make any payment when due, Seller shall have the right to offset any and all outstanding payment obligations or other indebtedness of Buyer to Seller against any outstanding payment obligations or other indebtedness that Seller or any of its affiliates may owe Buyer.
4. **Force Majeure.** Neither Seller nor Buyer shall be responsible for any delay or failure to make or take delivery of Product due to any cause beyond its reasonable control, including without limitation (a) fire, storm, flood, strike, lockout, accident, act of war or terrorism, riot, civil commotion, embargo, (b) any regulation, law, order or restriction of any governmental department, commission, board, bureau, agency, court, or other similar government instrumentality ("Governmental Authority"), or (c) inability of Seller to obtain any required raw material, energy source, equipment, labor or transportation, at prices and on terms Seller deems practicable from Seller's usual sources of supply. Neither party is subject to any liability to the other for failing to perform during the period such inability exists. Without limiting the generality of the foregoing, under no circumstances shall Seller be obligated to purchase Product from a third party for delivery to Buyer in the event of a force majeure. Quantities so affected may, at the option of either party, be eliminated from the Contract without liability, but the Contract shall remain otherwise unaffected. A party's obligation to render timely payment shall not be excused by this provision.
5. **Compliance with Laws.** Seller shall provide or make available to Buyer a Material Safety Data Sheet (MSDS) for each Product. The MSDS contains Product information and describes precautions, if required, associated with such things as transportation, delivery, unloading, discharge, storage, handling and use of the Product. Buyer will familiarize itself with all such information and precautions, including but not limited to safety and health information contained in MSDSs or otherwise transmitted to Buyer by Seller at any time. Buyer will instruct its personnel, agents, contractors, customers or any third party who may be exposed to the Product about such information and precautions, and make copies available to such parties. Buyer assumes full liability and responsibility for compliance with the MSDS. In addition, Buyer shall comply with all applicable laws, statutes, ordinances and regulations of any Governmental Authority including, without limitation, the Foreign Corrupt Practices Act, the anti-money laundering provisions of the USA Patriot Act and Bank Secrecy Act, and United States export control laws ("Applicable Laws"). Buyer shall not re-sell or ship to persons on the Denied Parties List or persons located within embargoed countries (in both cases as defined under the referenced export control laws). Seller assumes no liability for Buyer's failure to comply with Buyer's obligations arising under European Union REACH (Registration, Evaluation, Authorization, and Restriction of Chemicals) Regulations. Buyer shall defend, indemnify and hold harmless Seller from and against all claims, demands, causes of action, damages, losses, liabilities, costs, expenses (including reasonable attorneys' fees), penalties, and judgments (each, a "Claim") arising out of or related to (i) Buyer's (or others') processing, transportation, delivery, unloading, discharge, storage, handling, sale or use of any Product for any product containing Product or (ii) Buyer's violation of any Applicable Laws. Seller assumes no liability for failure of discharge implements or unloading equipment used by Buyer, whether or not supplied by Seller.
6. **Warranties.** SELLER WARRANTS THAT AT THE TIME OF DELIVERY (i) PRODUCT IS FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES AND SECURITY INTERESTS; AND (ii) PRODUCT COMPLIES WITH SELLER'S PUBLISHED SPECIFICATIONS (OR AS OTHERWISE REFERENCED IN THE CONTRACT). SELLER MAKES NO OTHER WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.  
BUYER SHALL INSPECT THE PRODUCT SUPPLIED HEREUNDER IMMEDIATELY AFTER DELIVERY. EXCEPT WITH RESPECT TO CLAIMS FOR SHORTAGES, BUYER'S FAILURE TO GIVE NOTICE TO SELLER OF ANY CLAIM WITHIN THIRTY (30) DAYS AFTER THE DATE OF DELIVERY SHALL CONSTITUTE UNQUALIFIED ACCEPTANCE OF THE PRODUCT AND A WAIVER BY BUYER OF ALL CLAIMS WITH RESPECT THERETO.  
CLAIMS FOR SHORTAGES MUST BE RECEIVED BY SELLER IN WRITING WITHIN FORTY-EIGHT (48) HOURS AFTER DELIVERY OF PRODUCTS. SELLER SHALL BE GIVEN A REASONABLE OPPORTUNITY TO INSPECT ANY SHIPMENT CLAIMED BY BUYER TO CONTAIN A SHORTAGE.  
ANY TECHNICAL ADVICE FURNISHED OR RECOMMENDATION MADE BY SELLER OR ITS REPRESENTATIVE CONCERNING ANY USE OR APPLICATION OF ANY PRODUCT IS BELIEVED TO BE RELIABLE BUT SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ITS ACCURACY OR COMPLETENESS OR OF THE RESULTS TO BE OBTAINED. WITH REGARD TO ANY HANDLING OF ANY PRODUCT, BUYER ASSUMES FULL RESPONSIBILITY FOR QUALITY CONTROL, TESTING AND DETERMINATION OF SUITABILITY OF PRODUCT FOR ITS INTENDED APPLICATION OR USE.
7. **Intellectual Property.** Seller warrants that the process or processes of manufacture of the Product and the Product itself do not infringe any valid U.S. patents. Since Seller has no control over Buyer's (or others') processing, sale, use, or disposition of any Product (or any product containing Product), including, without limitation, the admixing, reacting or combining of any Product with other products, chemicals or materials, Buyer assumes the entire liability and responsibility therefor and agrees to defend, indemnify and hold harmless Seller from and against all Claims arising out of or related to infringement of any third party's intellectual property rights, patents on processes practiced by Buyer or patents on products made by Buyer.
8. **Limitation of Liability.** SELLER'S TOTAL LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ASSOCIATED WITH THE CONTRACT, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY IS EXPRESSLY LIMITED TO REPLACEMENT OF NONCONFORMING PRODUCT OR PAYMENT IN AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCT FOR WHICH DAMAGES ARE CLAIMED, AT SELLER'S OPTION. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, WITHOUT LIMITATION, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. SUCH EXCLUDED INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES INCLUDE LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF USE, OR ANY OTHER INDIRECT DAMAGE OR LOSS OF ANY KIND OR CHARACTER TO BUYER, ITS CUSTOMERS, OR OTHER PERSONS OR ENTITIES. ANY ATTEMPT TO REMEDY OR CORRECT A CLAIMED DEFECT BY PERSONS OR ENTITIES NOT AUTHORIZED TO PERFORM SUCH WORK BY SELLER OR CONTINUED USE OF SUCH PRODUCT SHALL VOID THE PRODUCT WARRANTY SET FORTH IN SECTION 6(ii) ABOVE AND BUYER IS DEEMED TO HAVE ACCEPTED THE PRODUCT AS IS, WITH NO FURTHER OBLIGATION OF SELLER TO BUYER. IF REQUESTED BY SELLER, BUYER SHALL RETURN THE NONCONFORMING PRODUCT TO SELLER STRICTLY IN ACCORDANCE WITH SELLER'S WRITTEN INSTRUCTIONS CONCERNING SHIPPING, HANDLING, INSURANCE, AND OTHER MATTERS AS TO WHICH SELLER ISSUES INSTRUCTIONS. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL INVALUATE ANY CLAIM BY BUYER FOR BREACH OF WARRANTY.
9. **Limitation of Action.** BUYER'S FAILURE TO COMMENCE ANY CAUSE OF ACTION RELATED TO THE PRODUCT OR OTHERWISE ARISING UNDER THE CONTRACT WITHIN ONE YEAR AFTER THE DATE OF DELIVERY SHALL CONSTITUTE A WAIVER BY BUYER OF ANY OTHERWISE APPLICABLE STATUTE OF LIMITATIONS AND FOREVER BAR ALL RIGHTS TO COMMENCE ANY CAUSE OF ACTION WITH RESPECT THERETO.
10. **Allocation.** Seller may allocate its available supply of Product among its customers, itself, and its affiliates on such basis as Seller deems fair and reasonable if Seller is unable, for any reason, to supply the quantities of Product contemplated by the Contract.
11. **Credit.** If at any time the financial responsibility of Buyer, or the credit risk involved, shall become unsatisfactory to Seller, Seller may require cash or satisfactory security prior to subsequent shipments or deliveries hereunder. The election by Seller to require such cash or security shall not affect the obligation of Buyer to take and pay for the contracted Product. Buyer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Seller in the collection of any sum payable by Buyer to Seller. Seller shall be entitled to interest on any overdue sum at the maximum rate allowed by applicable law.
12. **Title; Risk of Loss.** Unless otherwise provided in the Contract (e.g., an INCOTERM), risk of loss of Product shall transfer at Seller's plant of manufacture. In addition, unless otherwise provided in the Contract, title to Product shall transfer to Buyer simultaneously with risk of loss.
13. **Precious Metals.** With respect to Products containing precious metals, unless otherwise specifically agreed to in writing, the following sales conditions shall also apply: (a) All metal accounts established or maintained by Seller shall be subject to Seller's Metal Account Terms and Conditions, the current form of which appears on each metal account statement; (b) Payment for precious metals shall be cash in advance; (c) The precious metal contained in such Products shall be priced in accordance with the Englehard Fabricated Products Price next published by Seller following the date the metal is shipped or credited to Buyer's metal account; (d) Seller shall have the right at any time without notice to set off any liability (whether to pay money or to credit, deliver, or transfer metal or otherwise) of Seller to Buyer against any liability of Buyer to Seller and, in furtherance thereof, to convert metal to money or money to metal at market value at the date of such set-off.
14. **Admixture Products.** With respect to concrete admixture Products, Buyer shall provide, and agree to be solely responsible for providing, a secondary containment system around/under the Product storage tanks designed to prevent migration of Product into environmental media. Buyer shall comply with all federal, state and local laws and regulations relating to secondary containment, and Buyer shall be solely responsible and liable for any failure to provide secondary containment around/under the Product storage tanks or any release of Product into the environment.
15. **Assignment; Survival.** Buyer shall not assign all or any portion of the Contract without Seller's prior written consent. The Contract shall bind and inure to the benefit of the successors and permitted assigns of the respective parties. In order that the parties may fully exercise their rights and perform their obligations arising under the Contract, any provisions of the Contract that are required to ensure such exercise or performance (including any obligation accrued as of the termination date) shall survive the termination of the Contract.
16. **Governing Law; Miscellaneous.** The Contract shall be governed by the laws of the State of New Jersey, USA, excluding its conflict of laws principles. The parties agree, consent and waive contest to the exclusive jurisdiction and venue of the federal or state courts of New Jersey for all disputes arising out of or relating to this Contract. The United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended, shall not apply to the Contract. Failure of either party to exercise any right it has under the Contract on one occasion shall not operate or be construed as a waiver by such party of its right to exercise the same right on another occasion or any other rights it has. Any waiver must be in a writing signed by the waiving party, if any provision of the Contract shall be adjudicated to be invalid or unenforceable, it is the parties' intent that the remaining provisions of the Contract will remain in full force and effect, and the affected provision or portion thereof will be deemed modified so that it is enforceable to the maximum extent permissible to reflect as closely as possible the intentions of the parties as evidenced from the provisions of the Contract. The section headings used herein are intended for convenience of reference only and shall not be considered in interpreting the Contract. Nothing in the Contract shall be construed as creating any direct or beneficial right in or on behalf of any third party.

MANUAL/SALESCON.DOC (REV. MAR 2009)

PUBLIC  
FILE

FOLIO 91

BASF

The Chemical Company

## BASF Construction Chemicals

23700 Chagrin Blvd  
BEACHWOOD, OH 44122  
USAATTACHMENT TO D-7 (2 of 2)  
NON-CONFIDENTIAL PAGE 4 OF 10

## Packing List

SHIPPER/PLANT:  
BASF CONSTRUCTION CHEMICALS LLC  
LANCASTER ADMIX PLANT  
2355 W LONGHORN DRIVE  
LANCASTER TX 75134

SOLD TO :

[CUSTOMER  
NAME  
ADDRESS]

SHIP TO :

WILL CALL

[CUSTOMER]

[CUSTOMER ADDRESS]

CSR		ORDER NUMBER	1393422060	SHIPPED	FOB Shipping Pt -Pickup/Arangd
CSR PHONE		ORDER DATE	12/18/2008	SHIP TO PO#	
CSR FAX		VEHICLE/CONTAINER		CARRIER	CUSTOMER PICK UP

ARTICLE	ARTICLE DESCRIPTION (TOT NET WT)	BATCH NUMBER CHEN'S	BASE QTY	UOM	SALES QTY	UOM
57298394	RHEOPEL PLUS 1040,981 IBC of metal 986.849 KG LINE ITEM TOTALS: NO. PIECES: 1	BASF	1,040.980	L	1.000	PCA
			1,040.980	L	1.000	PCA

NUMBER OF PACKAGES		1
APPROX WEIGHT	KG	1,045.816

Oct. 14. 2009 2:41PM

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NON-CONFIDENTIAL PAGE 5 OF 10

No. 4434

PUBLIC  
FILE

FOLIO 90

BASF Construction Chemicals

Bill of Lading - Not Negotiable

BASF  
The Chemical Company

<b>Shipper:</b> BASF CONSTRUCTION CHEMICALS LLC FOREST HILL TX PLANT 5230 SE LOOP 820 FOREST HILL TX 76119		<b>Shipment No:</b> [REDACTED]	<b>Bill of Lading Number</b> 12/17/08
<b>Headline Number</b> 12/18/2008		<b>Delivery Date</b> 12/19/2008	
<b>Delivery Time</b> [REDACTED]		<b>Delivery Time</b> [REDACTED]	
The property described below is received by the named Carrier in apparent good order, except as noted herein, subject to all terms and conditions contained in individually determined rates and/or contracts and/or agreements that have been agreed upon in writing between the Carrier and the Shipper for prepaid shipments, or for other than prepaid shipments, subject to all terms and conditions agreed to by Carrier and Consignee or Consignee's agent, marked, conditioned and destined as shown below, which Carrier (the term Carrier applies to any entity authorized to be in possession of the property for purposes of transportation) agrees to carry to the destination named. This Bill of Lading is a receipt for the property transported, and is not itself a contract of carriage. This Bill of Lading consists of the page and any pages to which this page is attached. It is mutually agreed by all parties named herein that all terms and conditions of this Bill of Lading and all terms and conditions to which this Bill of Lading refers are binding on the parties to which they apply.			
<b>Ship To:</b> CUSTOMER NAME AND ADDRESS [REDACTED]		<b>Carrier:</b> ESTES EXPRESS LINES	<b>Prohibit/Ocean BOL:</b>
<b>Route-Mode:</b> US2001		<b>Freight Terms:</b> FOB Origin - PREPAID	
<b>Vehicle Id:</b> Lot:		When freight terms are collect, the shipment is to be delivered to the consignee without recourse on the consignor. The carrier shall not make delivery of the shipment without payment of the freight and other charges.	

**SHIPPER'S CERTIFICATION/DECLARATION:** I hereby declare that the contents of this consignment are fully and accurately described below by the proper shipping name, and are classified, packaged, marked and labeled as required, and are in all respects in proper condition for transport according to the applicable international and national governmental regulations, CONTAINER/VEHICLE PACKING CERTIFICATE: I hereby declare that the goods described below have been packed/loaded into the container/vehicle identified above in accordance with the applicable provisions of the IMDG CODE, sub-chapter 5.4.2.1. Must be completed and signed for all container/vehicle loads by person responsible for packing/loading.

**INTERMODAL CERTIFICATION:** All information required by the Intermodal Safe Container Act of 1992 is set forth on the face of this Bill of Lading. The Shipper named herein is the tendering party.

**MISCELLANEOUS:** The description and weight indicated on this Bill of Lading are correct. If the shipment moves between two ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "Carrier's or Shipper's weight."

CO. NAME

FOR CHEMICAL EMERGENCY CALL DAY OR NIGHT - [REDACTED] / 703-627-3887 OR BASF 1-800-832-HELP

## SPECIAL INSTRUCTIONS TO CARRIER:

BASF requires carriers to report delivery date & time by  
 EDI 214 or Input on web @ www.basf.com/OnTimeDelivery.  
 User ID=ONTIME Password=STATUS.

An asterisk(\*) below denotes instructions specific to designated items.

1 Lot of Rheopel Plus  
 275 gallons

Placards Tendered ☐ Yes ☐ No Carrier Has Emergency Response Information ☐ Yes ☐ No Packages Secured Against Movement ☐ Yes ☐ No  
 If No, Guide or Guide Page Supplied ☐ Yes ☐ No

For Payment: A copy of our Bill of Lading must be attached to your freight bill and sent to:	Shipper [REDACTED] [NAME]	Date	12-18-08
BASF Construction Chemicals C/O Cass Information Systems PO Box 6649 Chelmsford, MA 01824-6649	Driver ID #: [REDACTED] Carrier's Agent, per [REDACTED]	Date	12-18-08
PAGE 4 OF 1	Customer Signature [REDACTED]	Date	12-18-08

SIGNATURE

PUBLIC  
FILE

FOLIO 89

**BASF**  
The Chemical Company

**BASF Construction Chemicals**  
23700 Chagrin Blvd  
BEACHWOOD, OH 44122  
USA

**Invoice**

ATTACHMENT TO D-7 (2 of 2)  
NON-CONFIDENTIAL PAGE 6 OF 10

If paying by W/T

If paying by Check

If paying by ACH

Remit to:

BASF Construction Chemicals

Remit to:

BASF Construction Chemicals

Remit to:

BASF Construction Chemicals

SWIFT

ABA

Account

24503 Network Place

Chicago IL 60673-1245

ABA#

ACCOUNT

BANK NAME  
ACCOUNT NOS.

INVOICE DATE	INVOICE NO.
12/18/2008	3093696806
CUSTOMER PO	
[NUMBER]	

BILL TO: [REDACTED]  
ATTN: ACCOUNTS PAYABLE

CUSTOMER  
NAME  
CUSTOMER  
ADDRESS

SOLD TO: [REDACTED] [CUSTOMER NAME  
AND ADDRESS]

SHIP TO: [REDACTED]  
BILL CALL

W2 ZUOR ZUF2

SHIPPED FROM	SHIPPING DATE	ORIGINAL ORDER	DELIVERY NO.	SHIPPED	
FOREST HILL, TX	12/18/2008	1393422060	2094886850	FOB Shipping Pt -Pickup/Arangd	
CARRIER		REFERENCE #	TERMS/CONDITIONS		
CUSTOMER PICK UP			Inv. date + 30 d. net		
ARTICLE	ARTICLE DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
67298394	RHEOPEL PLUS 1040,98L IBC OF METAL Batch No. BASF RHEOPEL PLUS 1040,98L IBC of metal  Thank you for your order. [NAME] [PHONE NUMBER] <b>IMPORTANT</b> - Please direct payment to remit-to location specified. Please reference the BASF Invoice number or Bill of Lading number (Delivery No.) on the remittance.  Automate your inbox with BASF's electronic invoicing service provided by Invoice Harbor. If you are interested in receiving or paying your invoices electronically, please contact [REDACTED] or logon to <a href="https://invoiceharbor.americanexpress.com">https://invoiceharbor.americanexpress.com</a> to self-enroll. ** [NAME AND PHONE NUMBER]	PCA	1.0000	[REDACTED] [PRICE]	[REDACTED] [AMOUNT]
Gross Value Total Value for Item (s)					[REDACTED] [TOTAL VALUE]

This order is subject to the attached BASF - General Terms and Conditions of Sale (the "Terms"), unless there is a written contract signed by Buyer and BASF governing the sale and purchase of the products covered by this order in which case such contract shall apply. The Terms or such contract, as applicable, and the commercial terms above constitute the entire agreement between the parties and any provisions or conditions (including without limitation those contained in any purchase order) which are in any way inconsistent with or in addition to the Terms or such contract, as applicable, shall not be binding on either party unless such provisions or conditions are agreed to in writing and signed by the parties. Buyer assumes full liability and responsibility for compliance with the MSDS provided with the products and all laws, statutes, ordinances and regulations applicable to Buyer's processing, transportation, delivery, unloading, discharge, storage, handling, sale or use of the products. A copy of the Terms is also available at and may be printed from our web site at: <http://www2.basf.us/corporate/legal/basfsalescontc.pdf>

88  
FOLIO 88  
**BASF**  
No. 1  
The Chemical Company

ATTACHMENT TO D-7 (2 of 2)  
NON-CONFIDENTIAL PAGE 7 OF 10

# Invoice

INVOICE DATE		INVOICE NO.		CUSTOMER PO	
12/18/2008		3093696806		[REDACTED] [NUMBER]	
ARTICLE	ARTICLE DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
	Total Sales Tax				[REDACTED] [AMOUNT]
<div> <div>PAY THIS AMOUNT</div> <div>USD \$</div> <div>[REDACTED] [USD AMOUNT]</div> </div>					



credit: 02/19/09 process: 02/19/09 lockbox: [REDACTED] batch: [REDACTED] item: [REDACTED]  
check: [REDACTED] amount: [REDACTED] remitter: [REDACTED] [REDACTED]  
[NUMBER] [USD AMOUNT]

ATTACHMENT TO D-7 (2 of 2)  
NON-CONFIDENTIAL

DO NOT ACCEPT THIS CHECK UNLESS YOU CAN SEE A TAN BASKETWEAVE PATTERN ON THE BACK

[REDACTED] [LOGO]	[REDACTED] [CUSTOMER NAME]	[REDACTED] [ADDRESS AND PHONE NUMBER]	[REDACTED] [BANK NAME] [LOCATION]	64-1278 611 GA Check No: [REDACTED] Date: 13-FEB-09
Pay [REDACTED] [AMOUNT IN USD]			[REDACTED] [AMOUNT IN USD]	
To the order of: BASF ADMIXTURES INC 24503 NETWORK PLACE CHICAGO, IL 60673-1245			[SIGNATURE] [REDACTED] Authorized Signature VOID AFTER 90 DAYS	
[REDACTED] [NUMBERS]	[REDACTED] [NUMBERS]	[REDACTED] [NUMBERS]	[REDACTED] [NUMBERS]	

THE FACE OF THIS CHECK HAS A BLUE BACKGROUND ANY OTHER COLORS MAY BE EVIDENCE OF CHEMICAL ALTERATION OR ERASURE SEE REVERSE SIDE FOR MORE SAFETY FEATURES

PUBLIC  
FILE

credit: 02/19/09 process: 02/19/09

lockbox: [REDACTED] batch: [REDACTED] item: [REDACTED]  
[NUMBER] [NUMBER] [NUMBER]

ATTACHMENT TO D7 (2 of 2)  
NON-CONFIDENTIAL

FOLIO 86  
PAGE 9 OF 10

[CUSTOMER NAME]

[CUSTOMER ADDRESS]

[CUSTOMER PHONE]

[NUMBER]

Check No. : [REDACTED]

Supplier No: [REDACTED]

Check Date: 13-FEB-09

Total: [REDACTED]

[USD AMOUNT]

[LOGO]

Name: BASF ADMIXTURES INC

Invoice Number	Invoice Date	Invoice Description
3093696806	18-DEC-08	
3093719724	14-JAN-09	
3093719955	14-JAN-09	
3093719956	14-JAN-09	

Gross Amount

Discount

Net Amount

[REDACTED]

\$0.00  
\$0.00  
\$0.00  
\$0.00

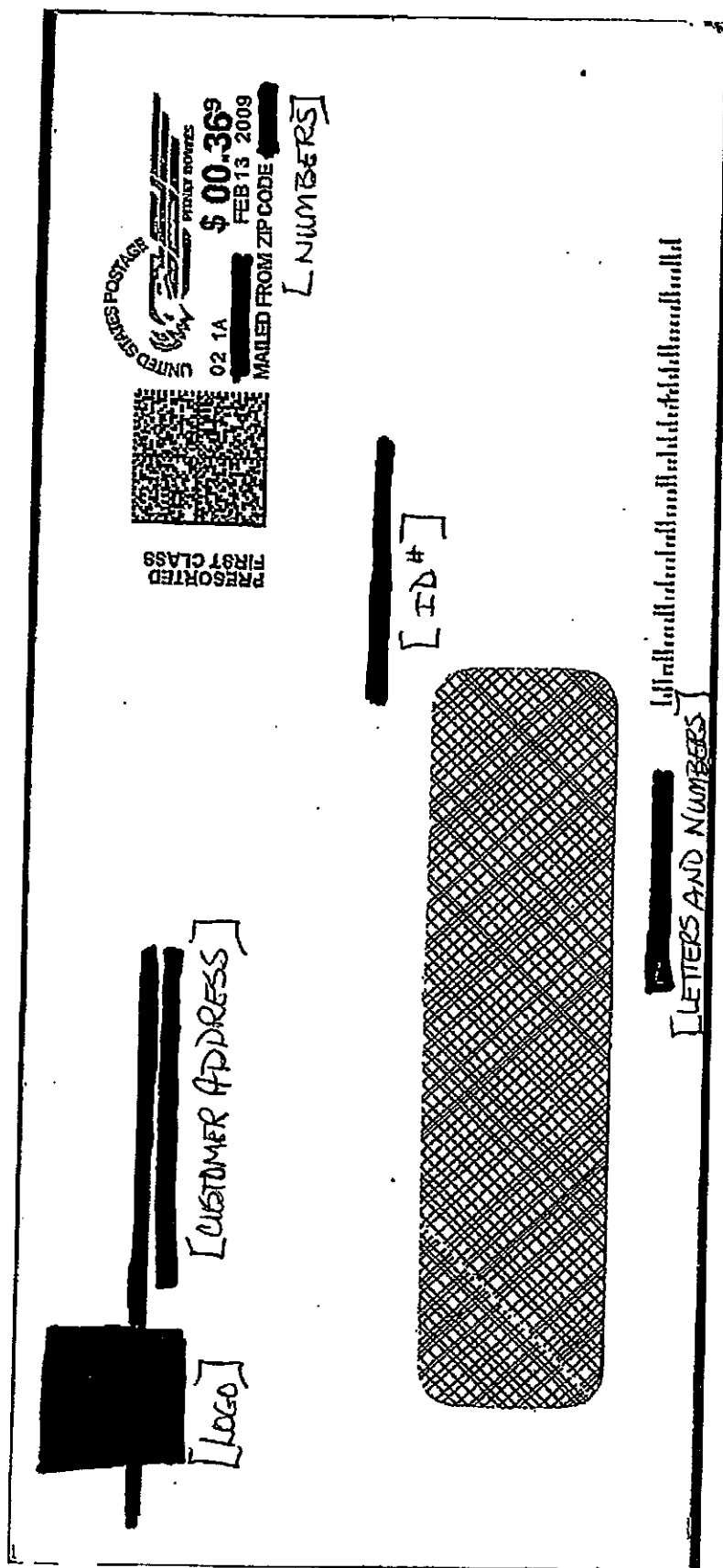
[REDACTED]

[USD AMOUNTS]

[USD AMOUNTS]

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FOI 85  
PAGE 10 OF 10

ATTACHMENT TO D-7  
NON-CONFIDENTIAL



PUBLIC  
FILE

ATTACHMENT TO D-7 (1 of 2)  
NON-CONFIDENTIAL PAGE 1 OF 8

FOLIO 84

No.

# CRC - Order Form

**BASF**

The Chemical Company

Date:

2/6/09

Ordered By

[REDACTED] [NAME]

Phone No.

ORDER NO.

1393474213

PO Number

Ship to Number

[REDACTED] [NUMBER]

Status:

OK

CREDIT HOLD

Company Name

[REDACTED] [CUSTOMER NAME]

Address

Incoterms

City, State

[REDACTED] [CITY] [STATE]

Delivered 65

PP/Add 20

Will Call 15

Order Type

Bulk ZURO

Package ZURO

Third Party ZUTB

Sample ZUSM

Consignment ZUKB

Add On ZURO

Shipment #

Carrier

Cost \$

Zip Code

Weight

Delivery Instructions

Standard Delivery or Request Date

2/9/09

Product Name	Quantity	UOM	Code	Price
Atleo +	1	Tote		\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

## Shipping Information

Carrier

Involved

Pro No.

ETA

[SIGNATURE]

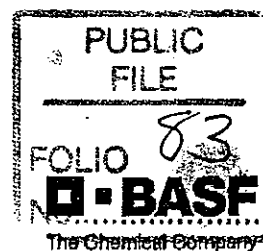
**Master  
Builders**

Admixture Solutions

**BASF Construction Chemicals**

23700 Chagrin Blvd  
BEACHWOOD, OH 44122  
USA

ATTACHMENT TO D-7 (1 of 2)  
NON-CONFIDENTIAL PAGE 2 OF 8

**Order Confirmation****CONTACT**

Name:  
Phone: Fax:  
E-Mail:

**SOLD TO:**

[NUMBER]

[CUSTOMER]

[ADDRESS]

**CONSIGN / SHIP TO:**

[CUSTOMER]

[ADDRESS]

**NUMBER**

1393474213

**DATE**

02/06/2009

**Customer PO**

02/06/09

**Shipping Terms**

FOB Shipping Pt -Pickup/Arangd

**Payment Terms**

Inv. date + 30 d. net

**Requested Delivery Date**

02/09/2009

**Confirmed Delivery Date**

02/10/2009

**BILL TO:**

[CUSTOMER]

[ADDRESS]

**Estimated Weights - Volume**

Gross weight	1,048.816 KG	2,305.630 LB
Net weight	986.849 KG	2,175.630 LB
Volume	1,824,863.447 CCM	

Item	Material	Qty	Description	Price	Price unit	Value (USD)
------	----------	-----	-------------	-------	------------	-------------

000010	57298394		RHEOPEL PL 11A	[AMOUNT]		
	Shipping From: PHOENIX AZ					
	1 PCA			USD	1 PCA	[AMOUNT]

[AMOUNT]

Items total

Total Value for Item (s)

Total Sales Tax

Total Including Taxes

Estimated Order Value

USD

TOTAL

[AMOUNT]

[AMOUNT]

[AMOUNT]

[VALUE]

This order is accepted subject to the attached BASF - General Terms and Conditions of Sale (the "Terms"), unless there is a written contract signed by Buyer and BASF governing the sale and purchase of the products covered by this order in which case such contract shall apply. The Terms or such contract, as applicable, and the commercial terms above constitute the entire agreement between the parties and any provisions or conditions (including without limitation those contained in any purchase order) which are in any way inconsistent with or in addition to the Terms or such contract, as applicable, shall not be binding on either party unless such provisions or conditions are agreed to in writing and signed by the parties. A copy of the Terms is also available at and may be printed from our web site at: <http://www2.basf.us/corporate/legal/basfsalescontc.pdf>

NOTE: Delivery is contingent upon credit approval and product availability.

All Trademarks, service marks or registered trademarks are owned by BASF Corporation, BASF SE or its affiliates.

# **BASF Construction Chemicals**

23700 Chagrin Blvd  
BEACHWOOD, OH 44122  
USA

ATTACHMENT TO D-7 (1 of 2)  
NON-CONFIDENTIAL PAGE 3 OF 8



## **Packing List**

SHIPPER/PLANT:  
BASF CONSTRUCTION CHEMICALS LLC  
PHOENIX PLANT  
7225 W. ROOSEVELT ST. SUITE 19  
PHOENIX AZ 85043

SOLD TO : [REDACTED] [NUMBER]

[REDACTED] [CUSTOMER]  
[REDACTED] [ADDRESS]

SHIPPED DATE	DELIVERY NUMBER
02/17/2009	2094967914
CUSTOMER PO	
02/08/09	

SHIP TO : [REDACTED] [NUMBER]

[REDACTED] [CUSTOMER]  
[REDACTED] [ADDRESS]

CSR	[REDACTED] [NAME]	ORDER NUMBER	1393474213	SHIP TO	FOB Shipping Pt -Pickup/Arangd
CSR PHONE	[REDACTED] [PHONE]	ORDER DATE	02/09/2009	SHIP TO PO	
CSR FAX		VEHICLE/CONTAINER		CARRIER	CUSTOMER PICK UP

ARTICLE	ARTICLE DESCRIPTION FORSEWER	BATCH NUMBER CHEM	BASE QTY	UOM	SALES QTY	UOM
67298394	RHEOPEL PLUS 1040,98l IBC of metal 986.849 KG LINE ITEM TOTALS: NO. PIECES: 1	UX2K	1,040.980	L	1.000	PCA
			1,040.980	L	1.000	PCA

NUMBER OF PACKAGES	1
APPROX. WEIGHT	KG 1,045.816

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FILEATTACHMENT TO D-7 (1 of 2)  
NON-CONFIDENTIAL PAGE 4 OF 8

ATTN: [REDACTED]

[NAME]

NO: [REDACTED]

## Receipt of Goods Only

Shipper: BASF CONSTRUCTION CHEMICALS LLC PHOENIX PLANT 7226 W. ROOSEVELT ST, SUITE 10 PHOENIX AZ 85043	Shipment No:		Bill of Lading Number 2094967814 Delivery Date 02/11/2009 Delivery Time
	Order number	Customer Purchase Order	
	1393474213	02/08/09	
	Reference Number	Ship Date	
		02/10/2009	

The property described below is received by the named Carrier in apparent good order, except as noted herein, subject to all terms and conditions contained in individually determined rates and/or contracts and/or agreements that have been agreed upon in writing between the Carrier and the Shipper for prepaid shipments, or for other than prepaid shipments, subject to all terms and conditions agreed to by Carrier and Consignee or Consignee's agent, marked, consigned and declined as shown below, which Carrier (the term Carrier applies to any entity authorized to be in possession of the property for purposes of transportation) agrees to carry to the destination named. This Bill of Lading is a receipt for the property transported, and is not itself a contract of carriage. This Bill of Lading consists of this page and any pages to which this page is attached. It is mutually agreed by all parties named herein that all terms and conditions of this Bill of Lading and all terms and conditions to which this Bill of Lading refers are binding on the parties to which they apply.

Ship to: [REDACTED] [CUSTOMER NAME] [CUSTOMER ADDRESS]	Carrier: CUSTOMER PICK UP	Probi/Ocean BOL:
	Route-Mode: USZ001	Freight Terms: FOB Origin - COLLECT (CPU)
	Vehicle Id: Lot:	When freight terms are collect, the shipment is to be delivered to the consignee without recourse on the consignee. The carrier shall not make delivery of the shipment without payment of the freight and other charges.

SHIPPER'S CERTIFICATION/DECLARATION: I hereby declare that the contents of this consignment are fully and accurately described below by the proper shipping name, and are classified, packaged, marked and labelled/discarded, and are in all respects in proper condition for transport according to the applicable international and national governmental regulations. CONTAINER/VEHICLE PACKING CERTIFICATE: I hereby declare that the goods described below have been packed/loaded into the container/vehicle identified above in accordance with the applicable provisions of the IMDG CODE, sub-chapter 5.4.2.1. Must be completed and signed for all container/vehicle loads by person responsible for packing/loading. INTERMODAL CERTIFICATION: All information required by the Intermodal Safe Container Act of 1992 is set forth on the face of this Bill of Lading. The Shipper named herein is the tendering party. MISCELLANEOUS: The description and weight indicated on this Bill of Lading are correct. If the shipment moves between two ports by a carrier by water, the law requires that the Bill of Lading shall state whether it is "Carrier's or Shipper's weight."

[COMPANY NAME]

FOR CHEMICAL EMERGENCY CALL DAY OR NIGHT - 703-527-3887 OR BASF 1-800-332-HELP

## SPECIAL INSTRUCTIONS TO CARRIER:

An asterisk(\*) below denotes instructions specific to designated items.

#	PIECES	PACKS	DESCRIPTION OF MATERIALS, SPECIAL MARKS AND EXCEPTIONS	BATCH	ORIGIN	WEIGHT	UIM
1	EA		RHEOPEL PL 1040, 981 11A RHEOPEL PLUS 57298394 1040, 981 IBC of metal Temperature sensitivity (lower limit): 32.00 °F. The packed product must be protected from temperatures below the indicated one., NET QTY: 1,000 PCA NET WGT: 2,176 LB UX2K			2,308 LB	
					Add'l/Tare Weight	0 LB	
					Gross Weight	2,308 LB	
1	TOTAL						

Placards Tendered  
Yes NoCarrier Has Emergency Response Information  
If No, Guide or Guide Page SuppliedYes No  
Yes NoPackages Secured Against Movement  
Yes No

[REDACTED] [SIGNATURE]	Shipper: [REDACTED] [NAME]	Date 02/08/2009
	Driver ID #: [REDACTED] Carrier's Agent, per	Date 02/09/2009
	Customer Signature	Date

PUBLIC  
FILE

FOLIO 80

No:.....

ATTACHMENT TO D-7 (1 of 2)  
NON-CONFIDENTIAL PAGE 5 OF 8**BASF**  
The Chemical Company**BASF Construction Chemicals**23700 Chagrin Blvd  
BEACHWOOD, OH 44122  
USA**Invoice**

If paying by W/T

If paying by Check

If paying by ACH

Remit to:

Remit to:

Remit to:

BASF Construction Chemicals BASF Construction Chemicals BASF Construction Chemicals

24503 Network Place  
Chicago IL 60673-1245

SWIFT

Account

[ACCOUNT NUMBERS]

ABA#  
ACCOUNT

[ACCOUNT NUMBERS]

BILL TO: [NUMBERS]  
ATTN: ACCOUNTS PAYABLE[CUSTOMER NAME  
AND ADDRESS]

INVOICE DATE	INVOICE NO.
02/17/2009	3093765480
CUSTOMER PO	
02/06/09	

SOLD TO: [NUMBERS]

[CUSTOMER  
NAME AND  
ADDRESS]

SHIP TO: [NUMBERS]

[CUSTOMER  
NAME AND  
ADDRESS]

W2 ZUOR ZUF2

SHIPPED FROM	SHIPPING DATE	ORIGINAL ORDER	DELIVERY NO.	SHIPPED
PHOENIX,AZ	02/17/2009	1393474213	2094967914	FOB Shipping Pt -Pickup/Arangd
CARRIER		REFERENCE #		TERMS CONDITIONS
CUSTOMER PICK UP				Inv. date + 30 d. net

ARTICLE	ARTICLE DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
57298394	RHEOPEL PLUS 1040,981 IBC OF METAL Batch No. UX2K RHEOPEL PLUS 1040,981 IBC of metal	PCA	1.0000	[AMOUNT]	[AMOUNT]
Thank you for your order. [NAME] [PHONE NUMBER] IMPORTANT - Please direct payment to remit-to location specified. Please reference the BASF Invoice number or Bill of Lading number (Delivery No.) on the remittance.  Automate your inbox with BASF's electronic Invoicing service provided by Invoice Harbor. If you are interested in receiving or paying your invoices electronically, please contact [NAME] at [PHONE NUMBER] or logon to www.invoiceharbor.com to self-enroll. ** [NAME] [PHONE NUMBER]					
Gross Value Total Value for Item (s) Total Sales Tax					[AMOUNT] [TOTAL VALUE] [TAX]

NO CLAIMS ALLOWED UNLESS MADE IN WRITING 5 DAYS AFTER RECEIPT OF GOODS  
PRICES OF THIS MERCHANDISE ARE SUBJECT TO CHANGE WITHOUT NOTICE. NO CLAIMS FOR SHORTAGES IN  
WEIGHT OR QUANTITIES WILL BE ALLOWED BY US UNLESS SUCH CLAIMS ARE ACCOMPANIED BY FREIGHT BILLS  
WITH CERTIFIED STATEMENTS SHOWING THE EXTENT OF SHORTAGES OR DESCRIBING THE DAMAGES IN DETAIL.  
THE MERCHANDISE IS CAREFULLY PREPARED, PACKED, AND CHECKED, IS SOLD WITHOUT WARRANTIES, EITHER  
EXPRESSED OR IMPLIED. THE ABOVE CONDITION CAN BE WAIVED ONLY BY AN OFFICER OF THIS CORPORATION IN  
WRITING. WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE  
REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF  
REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.  
BUYER ASSUMES FULL LIABILITY AND RESPONSIBILITY FOR COMPLIANCE WITH ALL LAWS, STATUTES, ORDINANCES  
AND REGULATIONS APPLICABLE TO THE PROCESSING, TRANSPORTATION, DELIVERY, UNLOADING, DISCHARGE,  
STORAGE, HANDLING, SALE AND USE OF GOODS SOLD HEREUNDER. EARLY PAYMENT DISCOUNT EARNED MUST BE  
TAKEN AT THE TIME PAYMENT IS MADE OR SHALL CONCLUSIVELY BE PRESUMED WAIVED BY THE BUYER.

PAY THIS AMOUNT  
USD \$

02/17/2009 20:33:46 (pc1)

Page 1 of 1



PUBLIC  
FILE  
FOLIO 79  
No: .....

credit: 04/15/09 process: 04/15/09 lockbox: [REDACTED] batch: [REDACTED] item: [REDACTED]  
check: 66368 amount: \$ [REDACTED] remitter: [REDACTED]  
[USD AMOUNT] ATTACHMENT TO D-7 (1 of 2)  
NON-CONFIDENTIAL PAGE 6 OF 8

[REDACTED]		91-2/1221	CHECK NO 066368
[CUSTOMER NAME ADDRESS AND PHONE NUMBER]		[BANK NAME AND ADDRESS]	
[LOGO]	[DOLLAR AMOUNT OF CHECK]	DATE 03/31/09	[AMOUNT]
PAY TO THE ORDER OF		[SIGNATURE]	
BASF CONSTRUCTION CHEMICALS 24503 NETWORK PL CHICAGO IL 60673-1245		[REDACTED]	
[ACCOUNT NUMBERS]		[CHECK AMOUNT]	

WARNING: Do not accept this check unless you can see a true watermark

PUBLIC  
FILE

FOLIO 78  
PAGE 7058

credit: 04/15/09 process: 04/15/09 lockbox: [REDACTED] batch: [REDACTED] item: [REDACTED]

ATTACHMENT TO D-7 (1 of 2)  
NON-CONFIDENTIAL

[NUMBERS]

66368

066368

YOUR INVOICE NO.	INVOICE DATE	AMOUNT	DISCOUNT	NET AMOUNT	CHECK TOTAL
93762553	02/13/09	[REDACTED]	.00	[REDACTED]	
93765480	02/17/09	[REDACTED]	.00	[REDACTED]	
		[USD AMOUNTS]		[USD AMOUNTS]	

W/C: N/A G/L: 00/00 W9: YESSTM:

[TOTAL USD AMOUNT]

credit: 04/15/09 process: 04/15/09 lockbox: [REDACTED] batch: [REDACTED] item: [REDACTED]

[NUMBERS]

ATTACHMENT TO D-7 (1 of 2)  
NON-CONFIDENTIAL PAGE 8 OF 8.....

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FOLIO 77

016H26512083

\$00.420

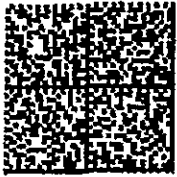
04/11/2009

Mailed From [REDACTED]

US POSTAGE

[NUMBERS]

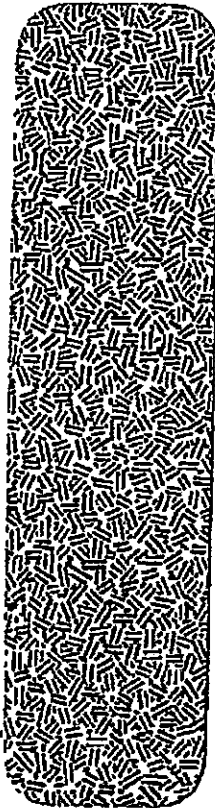
Hasler



[ID NUMBER]

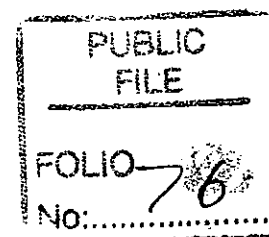


6067911245



[CUSTOMER ADDRESS]

[Logo]



**NON-CONFIDENTIAL**

**Attachment to F-1 – Export Sales to Countries other than Australia**

**THIRD COUNTRY SUMMARY**

**AS THERE ARE NO SALES TO ANY OTHER COUNTRIES OUTSIDE OF THE DOMESTIC MARKET OTHER THAN AUSTRALIA, THERE IS NO INFORMATION TO REPORT IN THE CHART BELOW.**

	Explanation
Country	None.
Number of customers	None.
Level of trade	None.
Quantity	None.
Unit of quantity	None.
Value of sales	None.
Currency	None.
Payment terms	None.
Shipment terms	None.

PUBLIC FILE
FOLIO 75
No: .....

**NON-CONFIDENTIAL**

Attachment to F-2 – Differences in Sales to Third Countries which may affect their comparison to export sales to Australia.

THERE ARE NO SALES TO ANY OTHER COUNTRIES OUTSIDE OF THE DOMESTIC MARKET OTHER THAN AUSTRALIA.

**ATTACHMENT A-5**  
**NON CONFIDENTIAL**

## (USD in thousands)

Financial Year 2007 All products	Most recent completed financial year	Investigation period: 1/7/2008 to 30/6/2009	
	2008 All products	2008 The goods	All products    The goods

Category	Count	Percentage	Weighted Average	Standard Deviation	Other (8)
Category 1	10	10.0%	1.0	0.0	Included in Other (8)
Category 2	20	20.0%	2.0	0.0	Included in Other (8)
Category 3	30	30.0%	3.0	0.0	Included in Other (8)
Category 4	40	40.0%	4.0	0.0	Included in Other (8)
Category 5	50	50.0%	5.0	0.0	Included in Other (8)
Category 6	60	60.0%	6.0	0.0	Included in Other (8)
Category 7	70	70.0%	7.0	0.0	Included in Other (8)
Category 8	80	80.0%	8.0	0.0	Included in Other (8)
Category 9	90	90.0%	9.0	0.0	Included in Other (8)
Category 10	100	100.0%	10.0	0.0	Included in Other (8)

**Gross Sales (1)**

Sales returns, rebates and discounts (2)

a. Net sales (3) = (1-2)

#### Raw materials (4)

Direct labour (5)

Depreciation (6)

Manufacturing overheads (7)

Other operating expenses (8)

**Total cost to make (9) = (4+5+6+7+8)**

Operating income (10) = (3-9)

**Selling expenses (11)**

Administrative &amp; general expenses (12)

Financial expenses (13)

**SG&A expenses (14) = (11+12+13)**

income from normal activities (15) = (10-14)

Interest income (16)

Interest expense (enter as negative) (17)

Extraordinary gains/losses (enter losses as negative) (18)

Abnormal gains/losses (enter losses as

negative) (19)

Profit before tax (20) = (15+16+17+18+19)

Tax (21)

Net profit (22) = (20-21)

**BASF Construction Chemicals, LLC**

ATTACHMENT A.6 - TURNOVER  
NON-CONFIDENTIAL

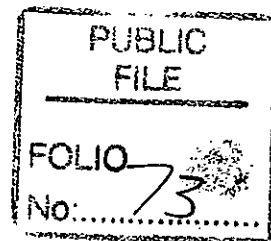
**SALES SUMMARY**

(USD in thousands)

(volume (kg) in thousands)

[Sales Summary Figures]

	Most recent completed financial year		Investigation period: 1/7/2008 to 30/6/2009	
	Volume	Value	Volume	Value
Total company turnover (all products)				
domestic market				
exports to Australia				
exports to other countries				
Turnover of the sector including the goods				
domestic market				
exports to Australia				
exports to other countries				
Turnover of the goods				
domestic market				
exports to Australia				
exports to other countries				



Section B-4 Australian Sales  
July 2005 through June 2006

Customer P.O.	Customer Name	Level of Trade	Model/Order type	Product Code	Invoice Number	Invoice Date	Order Number	Shipping Terms	Payment Terms	Quantity	Gross Invoice Value	Discounts on the Invoice	Other Charges	Invoice Currency	Exchange Rate	Net Invoice Value in the Currency of the Exporting Country	Quantity Discounts	Ocean Freight	Marine Insurance	FOB Export Price	Inland Transportation Costs	Handling, Loading & Unloading Costs	Warranty & Technical Assistance & Other Service Expenses	Commissions	Other Fees - Admin Exp.	Other Fees - Custom. Serv.
45890180 BASF	Cheminova Pty Australia	National Distributor	1940.00L	97280304	3303580222	04/02/2006	1303181688	FCA Free Carrier	(payment terms)	(quantity)	(value)	(value)	(value)	(currency)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)
45890180 BASF	Cheminova Pty Australia	National Distributor	1940.00L	97280304	3303580222	04/02/2006	1303181716	FCA Free Carrier	(payment terms)	(quantity)	(value)	(value)	(value)	(currency)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)
45890333 BASF	Cheminova Pty Australia	National Distributor	1940.00L	97280304	3303580222	04/02/2006	1303580600	CF	(payment terms)	(quantity)	(value)	(value)	(value)	(currency)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)
45890333 BASF	Cheminova Pty Australia	National Distributor	1940.00L	97280304	3303580222	04/02/2006	1303580602	CF	(payment terms)	(quantity)	(value)	(value)	(value)	(currency)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)	(value)





PUBLIC  
FILE

FOLIO

Nº: 71

**G-2 PRODUCTION**

**NON-CONFIDENTIAL**

	<b>PREVIOUS FINANCIAL YEAR</b>	<b>MOST RECENT FINANCIAL YEAR</b>	<b>1 July 2008 to 30 June 2009</b>
A – Production capacity (eg kg, tonnes)*	<b>Quantities</b>	<b>Quantities</b>	<b>Quantities</b>
B – Actual production in volume (eg kg, tonnes)	<b>Quantities</b>	<b>Quantities</b>	<b>Quantities</b>
C – Capacity utilisation (%) (B/A x 100)	<b>Percentages</b>	<b>Percentages</b>	<b>Percentages</b>