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# Specifications

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Effective: 12 September 2013 Replaces: 4 August 2005

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**Celpure S65<sup>®</sup>**  
**Product Designation: All S65 Customers**  
**Description: Lightly Calcined, Diatomite Filter Aid**  
**Packaging: All package Types**

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<b>SPECIFICATION PROPERTIES</b>	<b>Method</b>	<b>MIN</b>	<b>MAX</b>
Permeability (Darcy)	P-99-02	0.045	0.080
Centrifuged wet density (g/cm <sup>3</sup> )	P-99-01	0.10	0.28
Conductivity (µS/cm)	C-98-18	0.1	20
Citric acid ethanol soluble iron (mg/kg)	C-98-20	0.1	10
Citric acid ethanol soluble aluminum (mg/kg)	C-98-22	0.1	10
pH by JSFA (-Log [H])	LO-412-467	5.0	10.0
Acid soluble by JSFA (mg/gram)	LO-412-467	0.05	25
Water soluble by JSFA (mg/5 grams)	LO-412-467	0.05	25
Arsenic trioxide by JSFA (ppm)	LO-412-467	0.0	10
Heavy metals by JSFA (ppm)	C-98-16	0.1	50

**See Attachment for Important Terms and Additional Information.**

## SPECIFICATION TERMS AND CONDITIONS

**Errors.** Weights, tare and tests fixed by Advanced Minerals Corporation ("Seller") at time of shipment or as may be included on the shipping invoice shall be conclusive and binding upon Buyer as to all product sold and/or shipped to Buyer. In the event of errors in weight, deviation of quality from specifications, loss or damage to materials, claims against Seller are waived by Buyer unless made in writing within thirty (30) days after arrival of shipment at destination.

**Limited Warranty, Damages and Remedy.**

(a) Seller represents and warrants to Buyer that all product conforms, as of shipment from Seller's plant, in all material respects to Seller's standard product specifications in effect at the time of shipment; and that Seller will convey to Buyer title to all product purchased and sold hereunder free and clear of all liens, claims and encumbrances except claims for the purchase price thereof in favor of Seller and any security interest therein in favor of Seller created to secure payment and performance by Buyer of its obligations hereunder. Product is sold Ex Works unless otherwise agreed in writing. Buyer is solely responsible for ensuring that all product is handled, stored, installed and used in a proper manner following delivery to Buyer's carrier or common carrier at Seller's plant, or, if pricing is delivered, to Buyer's point of receipt of product. Seller assumes no liability or obligation for any technical advice provided by Seller with respect to any product or for the results of the application of such advice or product.

(b) THE FOREGOING WARRANTY IS EXCLUSIVE AND SELLER MAKES NO OTHER WRITTEN, ORAL, EXPRESS, OR IMPLIED WARRANTIES. SELLER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND AGAINST INFRINGEMENT. BUYER'S REMEDIES FOR BREACH OF ANY WARRANTY SHALL BE LIMITED TO THOSE REMEDIES DESCRIBED BELOW.

(c) SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS AND/OR LOST PRODUCTION, WHETHER ARISING UNDER BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, INDEMNITY OR ANY OTHER THEORY OF LIABILITY. IN ANY EVENT, SELLER'S LIABILITY FOR ANY AND ALL CLAIMS, DAMAGES AND CAUSES OF ACTION ARISING OUT OF THE SALE, USE, STORAGE, DELIVERY OR NON-DELIVERY OF ANY PRODUCT, PERFORMANCE OF ANY SERVICES, OR BREACH OF ANY WARRANTY SHALL BE LIMITED TO THE PRICE (INCLUDING THIRD PARTY FREIGHT CHARGES IF PAID BY BUYER) PAID TO SELLER FOR SUCH PRODUCT. Buyer shall indemnify and defend Seller and hold Seller harmless from and against any and all loss, liability, damage, claim or expense whatsoever (including but not limited to, attorneys' fees and disbursements) arising out of or related to (i) Buyer's negligence or willful misconduct or (ii) any claims by third parties related to Buyer's resale, use or disposition of product.

(d) In the event that any product sold by Seller to Buyer does not conform to the provisions of the foregoing exclusive warranty or, if for any other reason Seller may be liable as a result of the sale, handling or use of any product, the Buyer's exclusive remedy shall be and is expressly limited to the payment of the purchase price of the particular shipment of such Product (including third party freight charges, if paid by Buyer) or, at Seller's option, replacement of nonconforming product with conforming product. Any claim made hereunder and relating to any product must be made within thirty (30) days after delivery.