



**TEKNOS US INC.
TERMS AND CONDITIONS OF SALE**

NOTICE: ALL TRANSACTIONS BETWEEN TEKOS US INC., A NORTH CAROLINA CORPORATION (TOGETHER WITH ITS AFFILIATES AND SUBSIDIARIES, COLLECTIVELY, “**SELLER**”) AND BUYER (TOGETHER WITH ITS AFFILIATES AND SUBSIDIARIES, COLLECTIVELY, “**BUYER**”), AND ALL DOCUMENTS PERTAINING TO SUCH TRANSACTIONS, ARE SUBJECT TO AND CONDITIONED UPON THESE TERMS AND CONDITIONS OF SALE (“**TERMS**”) AND THESE TERMS ARE INCORPORATED BY REFERENCE INTO AND ARE A PART OF ALL TRANSACTIONS BETWEEN SELLER AND BUYER. NO TERM CONTAINED IN ANY BUYER CORRESPONDENCE OR ANY SALES DOCUMENTS ISSUED BY BUYER, OTHER THAN BUYER'S ACCEPTANCE OF THESE TERMS, SHALL BECOME A PART OF THE TRANSACTION BETWEEN THE PARTIES OR BIND SELLER.

1. Order Process; Acceptance; Additional or Conflicting Terms.

(a) “**Sales Documents**” include any quotation, proposal, statement of work, service request, order confirmation, order acceptance and invoice issued in writing (including via email or electronically) by an authorized representative of Seller. Buyer’s purchase of Products (defined below) from Seller will be governed solely by these Terms and any applicable Sales Documents issued by Seller in connection with such Products (collectively, the “**Contract**”). In no event will Buyer’s terms in any purchase order, service request, commercial document, website, communication or otherwise apply to, nor will Buyer’s proposed additional or different terms modify, a Contract unless Seller expressly accepts Buyer’s specific terms in writing by including such specific terms in the Contract. **Seller hereby objects to and rejects any additional or different terms or conditions proposed by Buyer or contained in any purchase order, statement of work, service request, commercial document, Buyer’s website or other correspondence from Buyer, regardless of any knowledge Seller may have of such terms, and such terms will not bind Seller or be applicable to the transaction (even if Buyer’s purchase order is referenced in the Sales Documents).** If any of these Terms conflict with the Sales Documents, the specific terms in the applicable Sales Documents will prevail over these Terms to the extent of such conflict. The applicable terms of any revised or later Sales Document will control over such terms in a prior, similar Sales Document. No other terms or changes, modifications, amendments or waivers of any terms in a Contract will apply to Seller unless in writing and signed by an authorized representative of Seller.

(b) All sales of products and any other goods sold by Seller (individually, “**Product**” and collectively, the “**Products**”) are subject to final written acceptance in North Carolina by Seller and no orders are binding on Seller until so accepted. All sales of Products are contracts entered into in North Carolina and then only in accordance with the Sales Documents. Seller will sell Products to Buyer in the quantities and at the times set forth in the Sales Documents. Buyer may order Products by submitting written purchase orders that reference Product(s), quantity per Product, and requested delivery date.

(c) Buyer may not cancel or change a Contract except with the prior written consent of Seller. Seller shall have the right to make any changes to the Products which are necessary to comply with any applicable law or safety requirement or which do not materially affect the nature or quality of the Products. Seller may change a Sales Document at any time to correct mathematical or clerical errors.

2. Price; Payment.

(a) All prices for Products will be as stated in writing by Seller in its Sales Documents and, prior to Seller’s written acceptance of an order, prices are subject to change by Seller at any time without notice. If no price has been stated in the Sales Documents, the price will be Seller's standard price in its catalogs or price lists in effect at the time of delivery, and as increased to account for costs of changes or modifications to the Products for the particular Contract. Unless expressly stated otherwise in the Sales Documents, all prices must be in writing and are in U.S. dollars.

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(b) Unless expressly stated otherwise in the Sales Documents, prices for Products shall assume delivery is made Ex-Works (EXW - Incoterms 2020) the facility stated by Seller on the Sales Documents, excluding standard packing, handling, shipping, transportation or other in-transit costs.

(c) The prices do not include any sales, use, revenue, personal property, excise, privilege, transfer, VAT or other taxes or governmental charges, nor any tariffs, duties or assessment, arising out of or related to Products, or their respective purchase and sale which may be imposed by any governmental authority, all of which will be the obligation of, and paid by, Buyer. If Seller pays any such tax, duty or assessment, or inspection fees, or shipping and handling fees, Buyer will reimburse Seller in accordance with the terms of **Section 2(e)** below. Buyer is responsible for obtaining and providing to Seller any certificate of exemption or similar document required to exempt any sale from sales, use or similar tax liability.

(d) The prices of Products are based on the approximate delivery times and schedules stated in the Sales Documents. In the event that, between the date of the order on the Sales Documents and the date of delivery of the Products, there is an increase in cost to manufacture and/or deliver the Products for any reason, then, unless expressly stated otherwise in Seller's Sales Documents, Buyer agrees that the amount of such increase shall be added to the price of the Products or Seller may cancel the Contract. Further, should there be changes adverse to Seller in currency fluctuations with the country in which Products are manufactured, import duties or transportation costs affecting the Products or price between the date of a Contract and the date of delivery of the Products, Seller may adjust the price to be paid by Buyer for Products and may add the amount by which currency rates, duties and transportation costs change.

(e) Unless expressly stated otherwise in the Sales Documents, payment terms are cash on, or prior to, delivery of Products, and "net 30" after invoice date for all other payments. Buyer will pay all amounts due in full, and without deduction or setoff regardless of any dispute that may arise between Buyer and Seller, on or prior to delivery of the Products, net without discount for shipping or other transfer, regardless of any dispute or controversy that may arise. Any required down payment or other prepayment is nonrefundable, but will be applied to the purchase price. Buyer shall make all payments under a Contract by wire transfer, cash, credit card, check, or such other payment method as Seller may state from time to time and in U.S. dollars. Buyer is responsible for all credit card fees, foreign exchange, wire transfer and other bank fees. The date of payment will be the date Seller receives payment in full. If at any time, in its sole discretion, Seller has any doubt or concern as to Buyer's financial standing, solvency, creditworthiness or ability to perform its obligations, Seller may decline to make shipments and terminate a Contract (in whole or in part), except upon receipt of a deposit or other satisfactory security or advance payment shipment. Buyer shall not withhold, offset or recoup any amounts it owes to Seller under a transaction, Contract, or otherwise against any other amount Buyer claims Seller owes to it, regardless of any dispute that may arise between the parties. Seller may, in its sole discretion, apply payments by Buyer to the oldest invoice first and in the following order: accrued costs, accrued interest, price for Products. If Buyer and Seller agreed on issuing a letter of credit by Buyer in favor of Seller, such letter of credit shall be irrevocable, extendable, and confirmed by a clearing bank or such other bank reasonably acceptable to Seller. Withdrawal of funds shall be against invoice and bill of lading or warehouse receipt.

(f) If Buyer fails to make any payments as and when due or otherwise defaults, then (i) interest will accrue from the date the payment was due until payment is received in full at the lower of one and one-half percent (1.5%) per month or the maximum amount allowed by applicable law; and (ii) Seller may take any or all of the following actions: (1) suspend performance under the applicable Contract or any other Contract with Buyer; (2) terminate the applicable Contract for default or any other Contract with Buyer; (3) require Buyer to pay the full Contract price and any interest, fees, taxes, or assessments and other charges immediately; and (4) take any other actions or pursue any other rights or remedies. To the extent allowed by applicable law, Buyer will further reimburse Seller for all costs incurred in collecting any late payments or overdue amounts, including attorneys' fees and expenses, and any amounts paid by Buyer shall first be applied against interest accrued, then against collection costs and finally to the Products purchased. Failure by Seller to charge interest on late payments or to exercise its other rights and remedies will not be construed as a waiver of any other legal or equitable remedies.

3. Delivery.

(a) Unless expressly stated otherwise in Seller's Sales Documents, all deliveries of Products: (i) within the United States, are Free Carrier (FCA - Incoterms 2020) freight and logistics charges prepaid by Buyer and invoiced by Seller to the facility stated by Seller on the Sales Documents, or such other location as designated by Seller; or (ii) if outside the United States are, Delivered at Place (DAP – Incoterms 2020) freight and logistics charges prepaid by Buyer and invoiced by Seller to the facility stated by Seller on the Sales Documents, or such other location as designated by Seller ((i) and (ii) collectively, the “**Delivery Point**”). Unless expressly stated otherwise in Seller's Sales Documents, delivery shall occur when Products have been made available at or delivered by Seller to the common carrier or shipping company of its choice, or to the Delivery Point, unless Buyer acquires physical or constructive possession of the Products prior to such previously stated time, wherein such Products shall be considered delivered as of the time Buyer acquires physical or constructive possession (“**Delivery Date**”). All risk of loss of Products shall pass to Buyer when Seller delivers the Products to the common carrier or shipping company of its choice. Delivery and performance are conditional on the timely receipt by Seller of all information and documents necessary for the completion and proper execution of the order, any required down payments or periodic payments, and subject to Seller's confirmation.

(b) Unless expressly stated otherwise in Seller's Sales Documents, the prices do not include any transportation, insurance, installation, training setup, storage or packaging costs and Buyer is responsible for all such costs. Seller may make partial or early deliveries. Notwithstanding any requested delivery dates by Buyer, the delivery date in Seller's order confirmation will control. Any shipping or delivery schedule, quotation, forecast or commitment is only an estimate and Seller will not be liable for any delay or failure to deliver all or any part of any order for any reason. Seller shall not be liable for any delay in the delivery of Products caused in whole or part by a supplier, contractor or agent of Seller; by a Force Majeure event; or by Buyer or its affiliates, suppliers, contractors or agents, including requests for modifications to any Contract, or Buyer's failure to provide Seller with adequate delivery instructions, or any other instructions that are relevant to the design, production or delivery of Products. Seller will not be responsible for any damage to Products caused by a common carrier or shipping company and Buyer's sole recourse for such damage will be against the carrier. If Buyer does not take delivery of the Products within three (3) business days after Seller notified Buyer that the Products are ready for pickup at Seller's facility, Seller may, at its sole discretion, store the Products at Buyer's sole risk of loss until Buyer picks the Products up, and Buyer shall be liable for all related costs and expenses (including storage and insurance). All Product deliveries from Seller to Buyer are subject to and conditioned on Seller's receipt of Products or materials from its suppliers. Should the fulfilment of the Contract be delayed or become impossible due to the delay or failure of Seller's supplier(s), vendors, contractors or agents, Buyer shall not be entitled to a claim against Seller for damages or for any other reasons.

4. Acceptance.

(a) Buyer shall inspect all Products immediately upon their delivery and prior to use or resale. Immediately and no later than fifteen (15) days after delivery of a Product, Buyer must give written notice to Seller of any claim Buyer makes based upon any alleged shortage, defect or discrepancy of Products sold, based upon the condition, grade, patent defects in or quantity of Products, and such notice must indicate the basis of the claim in detail, state the invoice number, invoice date, and information, such as a serial number, on the Product itself or the Product label or packaging. Buyer's failure to comply within the time specified in this **Section 4** constitutes Buyer's irrevocable acceptance of Products delivered and will bind Buyer to pay to Seller the full price of such Products. Products sold will not be returned without Seller's prior written consent and then only Delivery Duty Paid (DDP - Incoterms 2020) Seller's facility located in Charlotte, NC, plus a restocking fee equal to 15% of the Contract price of the Products returned, and in accordance with Seller's then current return policies (for example, the Products have to be in their original and undamaged packaging, sealed and unopened, and Buyer may be required to include the original packaging slip). Buyer shall pre-pay any other transportation charges for any authorized returns of Products.

(b) Buyer acknowledges and agrees that custom Products manufactured for Buyer pursuant to the Sales Documents must be purchased by Buyer and cannot be returned. In the event Buyer does not request shipment of such custom manufactured Products within ninety

(90) days after the manufacturing date, Seller is authorized by Buyer to ship and invoice Buyer for such custom manufactured Products, and Buyer shall pay for such Products in accordance with the Sales Documents.

(c) Buyer shall follow any instructions, recommendations and limitations that Seller gives with respect to the use, application, handling and storage of Products. Buyer assumes all risk of injury to persons and property arising out of or related to its failure to follow instructions, recommendations and limitations of Seller and all resulting problems with the performance of the Products.

5. Limited Warranty.

(a) Subject to the provisions in these Terms and in the Sales Documents, Seller warrants that when Products are delivered to Buyer, Products will materially comply with Seller's published specifications for such Products, if any, as of the date of the Sales Documents and that the Products are free from any defects in workmanship and materials. The warranties provided in this **Section 5** are hereinafter referred to collectively as the "**Limited Warranty.**" Unless expressly stated otherwise in the Sales Documents, the Limited Warranty shall expire twelve (12) months after the Delivery Date of a Product (the "**Warranty Period**"). The Limited Warranty is conditioned upon Buyer following the claims process outlined in **Section 7** below, which Seller may change from time to time. This Limited Warranty extends to Buyer only, and not to any resale customer of Buyer or end consumer, and is non-transferable. In the event of a Product resale by Buyer, Buyer is solely responsible for any and all warranties and other claims resulting from Products and for any representations or warranties made by Buyer to its customers and any end-customers. Buyer will not refer to Seller or the Limited Warranty in any manner in connection with its resale of Products. Buyer is solely responsible for proper selection of Products as well as for their intended use, application and processing, and Buyer has tested Products or otherwise determined their suitability for Buyer's intended use. As such, Buyer should not rely on Seller to ensure that the Products purchased will meet any standards or specifications.

(b) From time to time, Seller may make available technical service personnel to provide information to Buyer regarding the use or application of the Products. Buyer acknowledges and agrees that any such technical information furnished by Seller to Buyer is provided without charge and on an "AS IS" basis, and that any depictions, statements, claims, advertising, technical advice, trials, projections, diagrams, samples, drawings, illustrations, and other descriptions or other information from Seller or its affiliates, applicable to Products or a Contract, whether included in catalogs, datasheets or otherwise, are descriptions or approximations only, and do not constitute any specifications, representations, warranties, or guarantees, implicitly or explicitly.

(c) No employee, dealer, distributor, sales representative, or any other person or entity is authorized to offer any different or additional warranties or remedies, or to change the Limited Warranty, without the signature of an authorized officer of Seller. No descriptions, representations and other information or claims made by an employee, dealer, distributor, sales representative, or any other person or entity affiliated with Seller are binding on Seller.

(d) EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY PROVIDED IN THIS **SECTION 5**, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, STATUTORY OR OTHERWISE, REGARDING OR RELATING TO PRODUCTS, SERVICES OR ANY CONTRACT, AND SELLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO PRODUCTS AND SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

6. Limited Warranty Exclusions. The Limited Warranty does not cover: (a) accessories or peripherals not manufactured by Seller, which will be subject only to any transferable warranty the manufacturer of such product may issue; (b) damage to Products during or after delivery; (c) damage caused by normal wear and tear; (d) user error, including unsuitable or improper use; (e) use under circumstances or resale for uses exceeding Seller's specifications or limitations or contrary to any instructions or information from Seller; (f) unauthorized use, or unauthorized or improper application, modification or alteration; (g) improper storage or handling; (h) defects or failures of Products sold arising from, in whole or part, Buyer's instructions, information, design, plans or other non-Seller specifications;

(i) any warranties or representations given by Buyer on resale of Products; (j) repackaging or rebranding; (k) modification or alteration of Products; (l) abuse or accidents; (m) unauthorized use, application, processing or alteration; (n) chemical, electrochemical or electrical influences; (o) inappropriate or insufficient site preparation work; or (p) damage caused by natural calamities. The Limited Warranty on the Products is subject to marginal, technically unavoidable discrepancies in quality, color, touch, size, weight or design, and do not confer any right of Buyer to make a Warranty Claim.

Buyer will be solely responsible for the correct use, application, and circumstances in which Seller's Products are used, modified or applied, alone or in conjunction with other products.

7. Buyer's Limited Warranty Claims. Buyer must give Seller detailed written notice of any Products which Buyer alleges do not conform to the Limited Warranty, stating the alleged non-conformities (each, a "Warranty Claim"). Any Warranty Claim must be made within fifteen (15) days after Buyer is aware of the alleged non-conformity and, in any event, within the Warranty Period. The Limited Warranty expires when, and no claims may be made after, the Warranty Period ends. Buyer will follow Seller's then current Warranty Claims process. At Seller's request, Buyer will allow Seller access to the Products to inspect the Products and evaluate the alleged non-conformity and, upon request of Seller, will return, at Buyer's expense, any alleged non-conforming Product to a location designated by Seller for Seller to inspect the Products and evaluate the alleged non-conformity. For any Products that Seller determines do not conform to the Limited Warranty, Seller's sole liability and obligation, and Buyer's sole and exclusive remedy, will be, at Seller's choice, in its sole discretion and within a reasonable time, to repair or replace such non-conforming Product, or to refund the purchase price for such non-conforming Product. This Limited Warranty does not cover any allegedly defective Products if Seller is not permitted to inspect such Products. In the event Seller determines that any Products are not covered by this Limited Warranty, Buyer shall pay all of Seller's expenses for inspection, handling, repair and replacement.

8. Limitation of Liability.

(a) SELLER'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO A CONTRACT, OR PRODUCTS, OR THE USE (OR INABILITY TO USE) ANY PRODUCTS, WHETHER IN WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE AMOUNT BUYER PAID TO SELLER FOR THE PARTICULAR PRODUCTS AT ISSUE.

(b) IN NO EVENT WILL SELLER OR SELLER'S AFFILIATES BE RESPONSIBLE FOR ANY LOSS, LIABILITY, INJURY OR DAMAGE ARISING OUT OF OR RELATING TO (I) BUYER'S DETERMINATION AS TO THE SUITABILITY OR FITNESS OF THE PRODUCTS FOR A PARTICULAR PURPOSE, (II) THE USE OR APPLICATION OF THE PRODUCTS, ALONE OR IN CONJUNCTION WITH OTHER PRODUCTS, OR (III) THE NEGLIGENCE OR WILLFUL MISCONDUCT OF BUYER, OR (IV) FROM DEFECTS OR DEFICIENCIES IN BUYER'S OTHER EQUIPMENT.

(c) IN NO EVENT WILL SELLER OR SELLER'S AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, WHETHER ARISING FROM THE SALE OF THE PRODUCTS, THE APPLICATION AND/OR USE OF ANY PRODUCTS, ANY TRAINING, ANY SERVICES, ANY DEFECT IN THE PRODUCTS, ANY NON-CONFORMITY WITH WARRANTIES, ANY USE OR INABILITY TO USE THE PRODUCTS, OR OTHERWISE, REGARDLESS OF THE THEORY OF RECOVERY, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SELLER OR SELLER'S AFFILIATES BE LIABLE FOR DAMAGES TO GOODS OR MATERIALS TREATED, COVERED, PROCESSED IN OR HANDLED WITH THE PRODUCTS. THESE TERMS CONTAIN BUYER'S SOLE AND EXCLUSIVE REMEDIES RELATING TO THESE TERMS, A BREACH OF THESE TERMS, THE SALES DOCUMENTS, OR THE PRODUCTS, REGARDLESS OF THE THEORY OF RECOVERY.

9. Insurance. Buyer will maintain commercial general liability, personal injury and property damage insurance policies, including wrongful death coverage, the total price of all Products purchased by Buyer under each Contract, with a nationally recognized insurance company. All such insurance policies will name Seller and its affiliates as additional insureds, and will require at least ten (10) days

prior written notice to Seller of any modification, cancellation or termination of any insurance policies. Buyer will require its insurer(s) to waive all rights of subrogation against Seller, its affiliates and their insurers. Buyer will immediately deliver to Seller a certificate of insurance meeting the requirements listed in this **Section 9**. In addition, upon request by Seller from time to time, Buyer will deliver to Seller a current certificate of insurance and a complete copy of the foregoing insurance policies.

10. Indemnity. Buyer agrees to indemnify and hold harmless Seller and its affiliates, and their respective officers, directors, employees and agents, from and against any and all claims, actions, suits, damages, liabilities, costs, obligations, and expenses (including attorneys' fees and expenses) arising out of or relating to: (i) Buyer, its employees, agents, or customers' selection, installation, setup, use of, incorporation of, modification of, or application of the Products alone or in conjunction with other products; (ii) any processing or modification of Products in any manner by Buyer, its employees, agents, or customers; (iii) claims regarding warnings or failure to warn of dangers related to Products; (iv) any violation or failure to comply with applicable laws and regulations, including those pertaining to health and/or safety; (v) any intentional or negligent act, or misrepresentation by Buyer, its employees or agents; (vi) any breach of warranty or misrepresentation (express or implied) made by Buyer, its employees or agents; (vii) any violation, misappropriation, or infringement of any patent, trademark, copyright or other intellectual property rights of any person or entity arising out of or related to compliance with Buyer's design, specifications or instructions or Buyer's use of a Product with other goods; (viii) use of a Product inconsistent with or exceeding Seller's specifications, limitations or recommendations; (ix) any breach by Buyer of any terms of a Contract; (x) any personal injury or property damage arising out of Buyer's or its personnel's acts or omissions or (xi) unauthorized use or alteration. At Seller's request, Buyer shall also defend Seller and its affiliates, at Buyer's expense, against any such claim made against Seller or its affiliates.

11. Confidentiality, Intellectual Property; No License. Buyer may have access to certain proprietary and/or confidential information and to other property (including trademarks) owned or used by Seller and its affiliates, whether in oral, written, electronic or other form or media. Buyer acknowledges and agrees that all such proprietary and/or confidential information and other property will remain the property of Seller and its affiliates and that, upon Seller's request, Buyer shall return or destroy all proprietary and/or confidential information (in any and all forms) and shall return to Seller all such other property of Seller and its affiliates. Buyer shall not, without Seller's prior written consent (which consent may be withdrawn at any time), copy for any purpose or disclose to any third person, entity or organization any aspect of any such proprietary and/or confidential information, and will not use, except internally to perform its obligations under a Contract, any such proprietary and/or confidential information or other property of Seller or its affiliates. All intellectual property rights, including patents, trademarks, and copyrights arising out of or in connection with the Products, as well as the exclusive right to manufacture the Products, shall be the sole and exclusive property of Seller and its affiliates. Buyer agrees that Seller's sale of Products does not grant to Buyer any license or intellectual property or similar right applicable to or in any Products, or in any information or documents (including estimates, projections, drawings, calculations, recipes or instructions) Seller provides to Buyer, and Buyer waives any and all such rights. Seller and its affiliates retain ownership in and control over all intellectual property, including patents, trademarks, copyrights, know-how, and goodwill applicable to or arising out of a Product or a Service. Buyer shall not name or designate any Seller information or Product or Service in any patent application. Buyer may not alter or remove, and will abide by, any patent, trademark, copyright, trade secret, proprietary or other notices, serial numbers, labels, tags or other identifying marks, symbols or legends contained on or in a Product (including containers or packages). If Buyer acquires any intellectual property or similar rights in or relating to any Products purchased under a Contract (including any rights in any trademarks, derivative works or patent improvements relating thereto), by operation of law, or otherwise, then such rights are deemed and are hereby irrevocably assigned to Seller or its licensors, as the case may be, without further action by either Seller or Buyer.

12. Termination or Suspension. Without limiting Seller's other rights and remedies available under a Contract, applicable law or in equity, Seller may suspend or terminate the delivery, if: (a) Buyer fails to perform or observe any of its obligations under a Contract between Seller and Buyer or under other existing or future contracts between Seller and Buyer or otherwise, including payment of any purchase price, fees or charges when due; (b) there is a change in the control or management of Buyer; (c) Buyer ceases to conduct its operation in the normal course of business; (d) Buyer becomes insolvent or files for bankruptcy or has a bankruptcy proceeding filed

against it; (e) Buyer fails to pay all amounts due in full to Seller within thirty (30) days of the date of the invoice for a sale of Products; (f) Buyer makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of Buyer's property; (g) Seller deems Buyer's credit unsatisfactory for any reason; or (h) a Force Majeure Event (as defined below) occurs. Seller may also suspend performance or terminate any Contract, without liability or obligation to Buyer, if Seller reasonably believes that its performance may violate applicable laws, regulations or orders of a governmental authority. In addition to other provisions in these Terms, Seller shall not be in breach unless (i) such breach is material and (ii) Buyer gives Seller prior written notice stating in reasonable detail the alleged breach and Seller has failed to cure such breach within the longer of thirty (30) days from such notice to cure or, if such breach cannot be cured within thirty (30) days, such longer time as is reasonably necessary so long as Supplier commences the cure within thirty (30) days after receipt of Buyer's notice.

13. Compliance. Buyer shall conduct its business in complete compliance with all applicable Federal, State, foreign and/or local laws, orders, regulations, directions, restrictions, and limitations. Buyer shall bear any and all additional responsibilities and costs arising from any such laws, regulations, orders and the like. Buyer shall obtain and maintain at all times during the term of any Contract all required certifications, credentials, registrations, licenses and permits necessary to conduct its business. Buyer will comply with all applicable export or import laws and regulations relating to the Products and information. In the event Buyer exports or otherwise ships or sells the goods outside of the jurisdiction of delivery in the U.S., then Buyer shall be solely responsible for complying with all applicable laws, rules, regulations, chemical inventory registrations, and labeling and licensing requirements, and shall be responsible for related costs, expenses, taxes, fees, and duties. In the event the Products must be registered in a particular country for Buyer or others to import or use the Products or to resell them to its customers, then Buyer shall notify Seller and Seller will, in its sole discretion, determine if Seller wishes to seek registration of the Products in such location. Buyer will have no right to register the Products in any location. Seller is not responsible for any impact of existing or future laws, regulations, orders and the like may have on the Products or the use or inability to use the Products. Buyer acknowledges that the Products may be subject to various federal, state, and local laws, rules, and regulations and that such Products are labeled for end-use within the jurisdiction in which the Products are delivered to Buyer. Buyer acknowledges that Seller has furnished or made available, or will furnish or make available upon request, certain Product literature or information, such as Safety Data Sheets, Product Data Sheets, and labels that may include warnings, safety and health information related to the Products furnished hereunder. Buyer shall: (a) familiarize itself with all such information; (b) adopt and follow safe handling, storage, transportation, use, treatment and disposal practices with respect to the Products, including, without limitation, special care and practices relating to Buyer's use of the Products; (c) instruct its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, transportation and disposal of the Products furnished hereunder (including, without limitation, information contained in Seller's most current Safety Data Sheets or Product Data Sheets); and (d) comply with applicable safety and environmental laws and take action necessary to avoid spills or other dangers to persons, property or the environment. In the event the Products are intended for professional use only, Buyer represents and warrants to Seller that Buyer is a professional user (or if Buyer is a reseller, that the end user will be a professional user) experienced and knowledgeable regarding how to properly and safely handle, store, dispose of, and use such Products.

14. Audits. Unless permitted by Seller in its sole discretion, Buyer shall have no rights to audit or inspect Seller's facilities, records, and/or operations. In the event Buyer requests to audit or inspect Seller's facilities, records, and/or operation, and such request is granted by Seller, then the audit shall be conducted at Buyer's sole expense and Seller shall exclusively control the conditions, scope and parameters of such audit, including the time and location.

15. Policies. Seller shall not be bound or required to comply with any code of conduct, sustainability, or other policies of Buyer. Seller shall use commercially reasonable efforts to comply with its own corporate policies, which can be made available to Buyer upon written request, and subject to change from time to time; provided, however, that Seller shall under no circumstances be liable directly or indirectly to Buyer or to any third party for Seller's failure to comply with its corporate policies.

16. Force Majeure. Seller will not be liable or responsible, nor be deemed to have defaulted under or breached a Contract, and its performance (and delivery dates and delivery periods) will be deemed extended for any failure or delay in fulfilling or performing any provision of a Contract, when such failure or delay is caused by or results from acts beyond the reasonable control of Seller, its affiliates, or either Seller's or its affiliates' respective subcontractors or suppliers, including the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, explosion, epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terroristic threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect after the date of the Contract; (f) national or regional emergency; (g) strikes, labor stoppages or labor slowdowns or other industrial disturbances; (h) changes in the law; (i) delays in obtaining or the inability to obtain labor, materials, Products through usual sources at normal prices; and (j) other similar events beyond the reasonable control of Seller or its affiliates, and their respective subcontractors or suppliers. If Seller is rendered unable by Force Majeure Events to carry out any or all of its obligations under these Terms or a Contract, then Seller shall give notice to Buyer, and upon the giving of such notice the obligations of Seller shall be suspended as may be necessary under the circumstances.

17. Limitation on Actions. Buyer must commence any action or proceeding that arises out of or relates to a Contract, Seller's breach of a Contract, or Products within the earlier of: (a) one (1) year after the claim or cause of action has accrued; or (b) the period prescribed by applicable statute of limitation or repose. Any action or proceeding Buyer does not commence within such period will be forever barred and Buyer waives the right to file any action or proceeding arising directly or indirectly from a Contract under any longer statute of limitation. The Contract contains Buyer's sole and exclusive remedies relating to a Contract or Products regardless of the theory of recovery.

18. Choice of Law; Venue; Jurisdiction. The transaction and Contract, and any matter, dispute or controversy arising out of or relating to the transaction, Contract or Products will be governed by North Carolina law, excluding its conflicts of law principles, and the provisions of the 1980 United Nations Convention on the International Sale of Goods ("**UNCISG**") are expressly excluded. ANY DISPUTE, CONTROVERSY OR CLAIM UNDER, ARISING OUT OF OR RELATED TO THESE TERMS, A CONTRACT, OR ANY PRODUCTS PROVIDED UNDER THESE TERMS OR A CONTRACT, SHALL BE SETTLED EXCLUSIVELY BY ARBITRATION IN ACCORDANCE WITH THE RULES OF CONCILIATION AND ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE BEFORE A PANEL OF THREE (3) ARBITRATORS APPOINTED IN ACCORDANCE WITH SUCH RULES. SUCH ARBITRATION PROCEEDINGS SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE AND SHALL BE HELD IN CHARLOTTE, NORTH CAROLINA, USA. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATION PANEL MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF INCLUDING ANY COURT OF ANY JURISDICTION WHERE BUYER OR SELLER OR THEIR RESPECTIVE ASSETS MAY BE FOUND OUT OF OR RELATING TO; EXCEPT WITH RESPECT TO A CLAIM OR ANY ACTION THAT SELLER INSTITUTES (A) FOR EQUITABLE OR COMPARABLE RELIEF INCLUDING AN ACTION FOR TEMPORARY OR PERMANENT INJUNCTIVE RELIEF, (B) FOR RECOVERY OF POSSESSION OF PRODUCTS, SUCH AS REPLEVIN, CLAIM AND DELIVERY, ATTACHMENT OR THE LIKE, (C) TO COLLECT ANY AMOUNTS OWED THAT BUYER OWES, OR (D) TO JOIN OR IMPLEAD AN ACTION IN WHICH BUYER IS A PARTY.

19. Relationship. Seller is an independent contractor. Nothing in a Contract will be construed as creating a partnership, association or joint venture between the parties. Buyer will have no power or authority to enter into any commitment on behalf of or otherwise bind Seller on any matter including making any representation or warranty on behalf of Seller. No employee of either party will be deemed to be an employee of the other party.

20. Notice. All Notices will be in writing, on original letterhead, signed by Buyer and sent via certified mail, return receipt requested, or by express mail or personal delivery to Seller's address at: 2205 Beltway Blvd., Suite 500, Charlotte, North Carolina 28214. Facsimile and emails will not be accepted as Notices, unless followed up by the original signed Notice. The effective date of such notice will be the date Seller receives it. A notice will be deemed effectively given and received (a) upon personal delivery, (b) if delivered by overnight courier, on the next business day after delivery to the overnight courier service, and (c) if sent by registered or certified mail, three

business days after delivery to the U.S. postal service; provided, however, that any written communication containing such information actually received by a person will constitute notice for all purposes of these Terms.

21. Miscellaneous. A Contract contains the entire agreement and understanding of the parties relating to the subject matter and supersedes all previous and contemporaneous agreements, understandings, proposals, negotiations or discussions, usages of trade and courses of dealing, whether written or oral, between the parties. A Contract will be binding on, and will inure to the benefit of, the parties and their respective successors, heirs and permitted assigns. Buyer may not assign (including by operation of law) all or any portion of its rights or obligations under a Contract without Seller's prior written consent, and any purported assignment without that consent will be void and of no effect. No assignment will relieve Buyer of any obligations under a Contract. Any consent, approval or agreement required or allowed by Seller may be given or withheld by Seller in its sole discretion and must be in writing and signed by an authorized representative of Seller to be effective. No delay or failure by Seller to exercise or enforce any of its rights or remedies under a Contract will be construed as a waiver of such rights or remedies. The express waiver of any right or remedy in a particular instance will not constitute a waiver of that right or remedy in any other instance. If any provision of these Terms or any Sales Documents is held to be invalid, illegal or unenforceable by any court of competent jurisdiction, then such provision(s) will be deemed to be severable and these Terms and any Sales Documents will then be construed and enforced in accordance with the remaining provisions. As used herein, the words "including", "include" and "includes" will not be deemed to be limiting. These Terms and any Contract will be prepared in English, but in the event that any portion of a Contract or these Terms are translated into a language other than English, the English language shall prevail in case of any discrepancies. The Contract and these Terms may be amended or modified only by a written agreement, signed by both parties, expressly amending or modifying the Contract or these Terms.