

Terms and Conditions of Sale

Unless and to the extent that a separately negotiated contract executed between the parties is cited on purchaser's ("Buyer") purchase order, the following conditions govern the sale of goods ("Goods") by Teckrez, LLC ("Teckrez") to Buyer. These terms and conditions of sale along with the Invoice related to such Goods are collectively referred to herein as the "Terms and Conditions."

By acceptance of the Goods, Buyer shall be conclusively deemed to have agreed to these Terms and Conditions. Teckrez's automated order acknowledgments, if any, do not constitute Teckrez's acceptance. Teckrez does not waive any term in these Terms and Conditions if it fails to object to provisions appearing on, incorporated by reference in, or attached to Buyer's purchase order, except as provided below, and Teckrez expressly rejects such provisions. If Buyer does not agree to these Terms and Conditions, Buyer should reject the Goods upon delivery and contact Teckrez for shipping instructions to return the Goods.

These Terms and Conditions constitute the entire agreement of Teckrez and Buyer with respect to the subject matter contained herein and supersedes all other understandings or agreements, both written and oral, with respect to the subject matter. Any additional or different terms, which may be contained in any documents furnished by Buyer, are deemed material and Teckrez objects to and rejects them. Any such additional or different terms are effective only if in writing and signed by an authorized representative of Teckrez.

1. Terms of Payment and Prices.

Payments shall be made in accordance with provisions contained in the applicable Invoice. If Buyer disputes Teckrez's invoice, or any portion thereof, Buyer will so notify Teckrez within ten (10) working days of the date of the applicable Invoice. Buyer's failure to provide notification within said period shall be deemed acceptance of such Invoice by Buyer. The parties will use all reasonable efforts to resolve invoice disputes expeditiously. Notwithstanding any invoice disputes, Buyer shall promptly remit payment for Invoices, or portions thereof, not in dispute.

Based on Teckrez's reasonable judgement, if Buyer's financial condition at the time the Goods are ready for shipment does not justify the stated terms, Teckrez reserves the right to amend the payment terms to require full or partial payment in advance of shipment. Teckrez's obligation to deliver Goods hereunder is conditioned upon the continued good credit of Buyer and Buyer's payment of any sum owing by Buyer to Teckrez under any agreement or order between the parties. Price, terms and availability of Goods are subject to change without notice including, without limitation, changes caused by fluctuations in market price, availability or quality of any of the items employed in the manufacture of the Goods.

Teckrez may increase the prices for Goods by providing Buyer with at least five (5) days prior written notice. Such increased prices shall be deemed accepted by Buyer unless, before the effective date of such increase, Buyer notifies Teckrez in writing to the contrary, whereupon Teckrez shall have the right to terminate the order with respect to such Goods or to continue shipments without such increase.

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All amounts past due shall bear interest at the rate equal to the lesser of (i) 1.5% per month or (ii) the maximum rate allowed by applicable law.

2. Shipments.

Shipment dates are based on and subject to production schedules and limitations and are therefore not guaranteed. Teckrez reserves the right to make deliveries in installments, unless expressly stipulated otherwise on the applicable Invoice. All such installments shall be separately invoiced. Delay in the delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries. Buyer's acceptance of late deliveries of Goods shall constitute a bar to a claim of late delivery.

Teckrez will prepare and package Goods in accordance with its normal commercial practices. Unless otherwise reflected on Teckrez's invoice, delivery of Goods shall be FCA Teckrez's facility (Incoterms 2020). Teckrez shall ship Goods by the mode and carrier designated by Buyer in accordance with the shipping instructions provided in the applicable purchase order. Where Buyer provides no instructions for the method of shipment, the method of shipment will be at Teckrez's discretion.

Teckrez shall not be liable for delays in performance caused by or resulting from acts beyond Teckrez's reasonable control, including, without limitation, acts of God, flood, pandemic, quarantines, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, riots, civil unrest, government order or law, embargoes or blockades, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances (a "Force Majeure"); however Teckrez shall advise Buyer within a reasonable period as to the occurrence of the Force Majeure and the period of time it is expected to impact shipments.

3. Order Cancellation and Changes.

Buyer may cancel a purchase order, in whole or in part, only in the event of a default by Teckrez that has not been corrected within ninety (90) days following Teckrez's receipt of Buyer's written notice stating the nature of Teckrez's default and the corrective action requested. Any other changes to a purchase order, including, without limitation, specification, price, delivery time, or interchangeability of any Goods can only be made by a change order signed by the authorized representatives of Buyer and Teckrez.

4. Taxes.

To the extent pricing for Goods does not include taxes or duties on the sale, transportation, delivery, storage, use, processing, or consumption of Goods, including, without limitation, federal, state, or municipal excise, sales, use or value added taxes or import duties (excluding taxes based solely upon Teckrez's gross income), any such taxes and duties that become due and owing will be paid by Buyer. Teckrez reserves the right to add any such tax obligation to the price of Goods. Buyer shall reimburse Teckrez upon demand for any such taxes, duties or similar charges that Teckrez is required to pay or collect.

5. Limitation of Claims and Damages.

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Teckrez shall provide Buyer a Certificate of Analysis with the shipment of Goods. Buyer shall notify Teckrez within thirty (30) days of delivery in the event it determines there may be a discrepancy between the Goods delivered and the Certificate of Analysis and shall provide Teckrez a reasonable period in which to inspect the Goods or otherwise investigate such reported discrepancy.

Buyer shall provide Teckrez with a reasonable period in which to, at Teckrez's option, replace any Goods determined by Teckrez to be non-conforming. No non-conforming Goods shall be returned without Teckrez's written consent. Teckrez may elect to issue a credit for non-conforming Goods.

Goods will be deemed accepted unless Teckrez receives a written notice of a discrepancy between the Goods delivered and the Certificate of Analysis within thirty days of delivery.

NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS TO THE CONTRARY, IN NO EVENT WILL TECKREZ BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES OR USE EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. TECKREZ'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS AND THE TRANSACTIONS ARISING OUT OF BUYER'S PURCHASE ORDER SHALL NOT EXCEED THE INVOICE PRICE OF NON-CONFORMING GOODS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE. THESE EXCLUSIONS OF DAMAGES SHALL BE DEEMED INDEPENDENT OF, AND SHALL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS AND CONDITIONS.

6. No Warranty.

TECKREZ MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS OF USE OF THE GOODS FOR ANY PARTICULAR PURPOSE AND BUYER ASSUMES ALL RISK AS TO THE RESULT OF GOODS PURCHASED, WHETHER USED SINGLY OR IN COMBINATION WITH ANY OTHER SUBSTANCE.

7. Indemnification.

Buyer shall defend, indemnify and hold Teckrez, its officers, directors, shareholders, employees, agents and assigns harmless from and against any and all claims, suits, damage, losses, liability, cost or expense (including, without limitation, reasonable attorneys' fees and expenses) related to or arising from Buyer's (or its agents or assigns) improper use of Goods, combination or use of the Goods with other products, misuse of the Goods, or acts or inactions hereunder or any breach of these Terms and Conditions. This section shall survive the termination or cancellation of the Terms and Conditions or any Invoice. Teckrez's waiver of a breach of any of these Terms and Conditions shall not be deemed a waiver of any other breach.

8. Risk of Loss.

The risk of loss or damage to Goods in transit or otherwise shall be in accordance with the provisions set forth on the face of the Invoice to which these Terms and Conditions apply. Except

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to the extent that risk of loss, damage to goods in transit or otherwise, or liability of any kind is solely and directly caused by Teckrez's breach of its obligations hereunder, Buyer assumes all liability arising out of compliance with any laws, rules or regulations relating to any product or container therefor.

IN NO EVENT SHALL TECKREZ BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES FROM ALLEGED NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY, ARISING FROM THE USE OR HANDLING OF THE CHEMICALS IT SELLS. THE SOLE LIABILITY, IF ANY, OF TECKREZ FOR ANY CLAIMS ARISING OUT OF THE MANUFACTURE, USE OR SALES OF ITS CHEMICALS SHALL BE FOR THE RETURN OF BUYER'S PURCHASE PRICE.

In accepting the Goods, Buyer shall be deemed to have declared itself familiar with the nature, hazards and use of the Goods and their containers and shall assume all liability resulting from or in any way connected with the unloading, discharge, storage, handling, possession, use and disposal of any product or container therefore, including but not limited to, the use of such product or container alone or in combination with other substances, except any liability resulting directly and solely from Teckrez's gross negligence or willful misconduct.

9. Termination.

Without prejudice to other remedies available at law or in equity, Teckrez reserves the right to immediately terminate this Invoice and any other agreement with Buyer should Buyer fail to perform any obligation hereunder in a timely manner.

10. Export Control, Foreign Trade and Customs Regulations.

Buyer represents and warrants in all its actions arising out of or related to these Terms and Conditions that it will comply with all applicable import and export control laws and regulations, including the United States Export Administration Regulation, and will retain documentation evidencing such compliance. Buyer will obtain import and re-export approvals and licenses required for Goods, transfers, services and technical data delivered and will retain documentation evidencing compliance with such laws and regulations. Buyer agrees to indemnify and hold Teckrez harmless from any fines, penalties, or other liability imposed by any government agency arising from any failure of Buyer to comply with such laws and regulations.

11. Governing Law, Venue and Jurisdiction.

All matters arising out of or related to these Terms and Conditions shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice or conflict of law provision (whether of the State of Florida or any other jurisdiction). Jurisdiction for any legal suit, action or proceeding related thereto or the transaction contemplated thereby shall be in Duval County, Florida. The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto, shall not apply. In no event shall Buyer commence any action arising out of the purchase order or the applicable Invoice between the parties later than one year after the cause of action has accrued. If Buyer is organized outside the United States, to the extent that Buyer or any of its property is or becomes entitled at any time to any immunity on the grounds of sovereignty or otherwise from any legal

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action, suit or proceeding, or other legal process in any jurisdiction, Buyer for itself and its property does hereby irrevocably and unconditionally waive, and agrees not to assert, plead or claim, any such immunity with respect to its obligations, liabilities or any other matters resulting from or arising under or in connection with these Terms and Conditions and/or the transactions arising out of Buyer's purchase order.

12. Confidentiality.

These Terms and Conditions do not supersede any confidentiality agreement executed by Buyer and Teckrez that otherwise applies to the Goods or other information delivered in connection therewith. In the absence of such confidentiality agreement, Buyer may use Teckrez's proprietary and/or confidential information ("Proprietary Information") only in relation to the use of the Goods by Buyer or for purposes directly relating to these Terms and Conditions. For purposes of these Terms and Conditions, "Proprietary Information" shall mean any business records, technical information or data of any kind including, but not limited to, all financial information, costs, quotations, price lists, designs, specifications, or drawings, that have been disclosed by Teckrez, or any other information expressly marked as "Confidential" or "Proprietary" by Teckrez or any of its suppliers. Proprietary Information shall remain the property of Teckrez. Buyer may not disclose Proprietary Information to any third party without Teckrez's prior written consent, unless required by law.

13. Successors & Assigns; Assignment.

These Terms and Conditions shall be binding upon Teckrez, Buyer and their respective successors and assigns. Notwithstanding, Buyer shall not assign any rights nor delegate any obligations under these Terms and Conditions in whole or in part, by operation of law or otherwise, without Teckrez's advance written consent. Any attempt by Buyer to assign or delegate in violation of this section will be void.

14. Severability.

If any term or provision of these Terms and Conditions is held to be invalid or unenforceable, such provisions shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of the provisions that shall remain in full force and effect and, in lieu of the invalid or unenforceable provisions, there will be added as part of these Terms and Conditions one or more provisions as similar in terms as may be valid and enforceable under applicable law.

15. Independent Contractors.

Nothing contained herein shall be construed as creating between Teckrez and Buyer any agency, partnership, joint venture, employment or fiduciary relationships and neither party shall have the authority to contract for or bind the other party.

16. Waiver.

The failure or delay of Teckrez to enforce any of the provisions of these Terms and Conditions

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shall not be construed to be a continuing waiver of any provisions hereunder nor shall any such failure prejudice Teckrez's right to take any action in the future to enforce any provisions hereunder.

17. Setoff.

Buyer will not set off any amount, whether or not liquidated, against sums Buyer asserts are due to Buyer, Buyer's parent, subsidiaries, affiliates or other divisions or units under any transaction with Teckrez, whether under these Terms and Conditions or otherwise.

18. Third-Party Beneficiaries.

Except as expressly provided to the contrary in these Terms and Conditions, the provisions of these Terms and Conditions are for the benefit of the parties hereto and not for the benefit of any third party.

19. Notices.

Notices or non-routine communications between the parties, other than purchase orders, must be sent in writing, via prepaid overnight courier service and shall be effective upon receipt by the party to which notice is given. Notices shall be addressed to the following respective addresses of the parties, or such other addresses as the parties may designate by notice from time to time:

If to Teckrez: The address indicated on Teckrez's invoice or 4345 Southpoint Blvd,
Suite 120, Jacksonville, FL 32216 USA.

If to Buyer: To Buyer's address on its purchase order.

20. Miscellaneous.

These Terms and Conditions may be amended or modified only in a writing that specifically states it is amending these Terms and Conditions that is signed by authorized representatives for Teckrez and Buyer.

In the event of a dispute between the parties related to or arising out of these Terms and Conditions, Invoice terms or otherwise, the prevailing party in such dispute (pursuant to a court decision which is not subject to appeal) is entitled to recover from the losing party all reasonable costs incurred, including any attorney's fees and costs, court fees, appraisals and expert witnesses, whether incurred at trial, in anticipation of trial or on appeal.

All provisions of these conditions of sale that by their nature should apply beyond completion of Buyer's Purchase order will remain in force after the expiration or any termination of these Terms and Conditions.

Updated – August 2024