

Terms and Conditions of Sale of SPF North America Inc. (hereinafter, the "Seller")

1. **Applicability and Acceptance.** All sales by Seller are governed exclusively by the Terms and Conditions contained herein and any additional or different terms offered by Buyer at any time and through any medium, including but not limited to the acceptance of contradicting or additional terms and conditions or the submission of an electronic signature, "clicking" on an "I agree" icon, or other indication of assent to such additional or conflicting terms and conditions, shall be deemed rejected and of no effect unless expressly approved in writing by Seller. If these terms and conditions are not acceptable, Buyer shall notify Seller in writing within three (3) business days. Buyer's (a) failure to provide such timely disaffirmance and/or (b) acceptance of Seller's goods shall constitute an unqualified acceptance by Buyer of the Terms and Conditions contained herein.

2. **Payment and Price.** Unless otherwise indicated on the face hereof, terms of payment are net thirty (30) days from date of invoice. The purchase price shall be payable in U.S. dollars. If Buyer fails to pay any amount when due, Seller shall also be entitled to interest thereon from the due date at the lesser of 2% per month or the maximum permitted by law. Seller reserves the right to modify, change or withdraw credit terms at any time without notice and to require guarantees, security or payment in advance of the amount of credit involved. Except with Seller's express, written consent, Buyer shall not set-off or withhold any amounts due or alleged to be due by Seller to Buyer. Seller may adjust the purchase price by giving Buyer notice of any such adjustment. increase. Any such price increase shall be binding upon Buyer unless objected to within three (3) business days after receipt of the notice. If Buyer notifies Seller of its objection, Seller shall have the right to cancel the order. In such event, Seller's only obligation shall be to refund any amount previously paid by Buyer. Seller reserves the right to make changes to goods provided such changes do not adversely affect the goods. The purchase price includes standard packing for normal shipment. Special packing, any tax which Seller may be required to pay or collect, any shipping costs, and/or any other extraordinary charge shall be for the account of Buyer and added to the purchase price.

3. **Delivery, Risk of Loss and Acceptance.** Seller shall deliver goods Ex-Works Seller's plant, warehouse or such other place as Seller may determine. Risk of loss shall pass to the Buyer at the time of delivery Ex-Works. Delivery dates given to Buyer in any manner are approximate. Seller will attempt to establish delivery schedules as closely as possible in accordance with the Buyer's expressed needs. Seller shall not be liable for any delay, including without limitation by virtue of a force majeure or under N.J.S.A. 12A:2-615 (or similar provisions under any other state law), in Seller's performance, nor for damages suffered by Buyer by reason of such delay. Buyer shall inspect the goods upon receipt (and prior to such goods' further processing) for conformity with the Seller's specifications. Claims shall be notified to Seller within ten (10) business days. Any latent defect not reasonably detectable upon receipt of the goods shall be notified to Seller immediately upon Buyer's detection but in no event not later than thirty (30) days after delivery of the goods. Buyer's failure to give notice of any claim within the applicable timeframe specified herein shall be deemed an absolute and unconditional waiver for such claim.

4. **Confidentiality and Non-Analysis.** Buyer shall keep confidential and not disclose or make available to any third party any confidential and/or proprietary information of Seller (including goods and/or samples thereof). Buyer shall not, nor permit a third party to, chemically analyze, reverse engineer, duplicate, disassemble, decompile, or otherwise attempt to determine the compositional makeup of any goods, samples thereof, and/or other tangible materials that embody Seller's confidential information. Buyer shall not use the Seller's confidential information to obtain intellectual property rights (including patents) incorporating, or relating to, such confidential information. Seller shall remain the owner of any formula for any goods provided by Seller.

5. **Limited Warranty.** Seller warrants that upon delivery the goods shall meet the Seller specifications in effect on the date of shipment, and be free from defects in material and workmanship. If goods fail to meet the warranty, Seller's sole obligations shall be to replace the defective goods or, if for any reason this cannot be accomplished, refund the purchase price paid for the defective goods. **EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Seller shall not be liable under the warranty if Seller determines that the defect was caused by improper use, application, storage, abuse, or any other cause beyond the control of Seller.

6. **Limitation of Liability and Indemnification.** Buyer's remedies with respect to any claim arising out of any order, or Seller's performance in connection therewith

shall be limited exclusively to the remedies specified herein. Seller's liability shall in no event exceed a refund of the purchase price paid by the Buyer for the goods. In no event shall Seller be liable for incidental, indirect, special, or consequential damages, or lost profits, lost revenues, or loss of business reputation (in each case regardless of whether qualified as direct or consequential damages), even if Seller has been advised of the possibility of such damages, or of any claim by Buyer or any other party. Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all claims, liabilities, damages and expenses, including attorney's fees and costs (collectively "Claim(s)") of any nature, including any Claim related and/or incident to Buyer's purchase and/or use of any goods, or any act or omission by Buyer, its agents or employees, except where a Claim results from the sole negligence of the Seller.

7. **Information.** Seller may provide Buyer with advice, assistance, recommendations, information and/or data (the "Information") regarding the goods. Such Information is provided without warranties, express or implied, and are for Information purposes only. Buyer acknowledges that Seller is not responsible for Buyer's use of the goods, and Seller cannot anticipate all conditions under which the goods may be used. Therefore, Buyer shall conduct its own tests to determine the safety and suitability of Seller's goods for Buyer's purposes. Under no circumstances shall Seller have any liability or obligation to Buyer whatsoever for any Information provided by Seller to Buyer with regard to the goods sold by Seller hereunder.

8. **Applicable Law/Disputes.** **The transaction shall be governed by and construed in accordance with the laws of the State of New Jersey,** excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim between the parties shall be submitted to the state courts of New Jersey unless Seller elects a different jurisdiction or if Seller directs that any such controversy or claim shall be resolved by arbitration. If Seller elects arbitration, the following conditions shall apply: the arbitration shall be administered by and resolved in accordance with the rules and procedure then obtaining of the New Jersey office of the American Arbitration Association; the arbitration shall be conducted by one arbitrator at a location in New Jersey selected by Seller; the decision of the arbitrator shall be binding and conclusive on all parties involved; and judgment on the decision of the arbitrator may be entered in the highest court of any forum, federal or state, having jurisdiction. If Seller is the prevailing party, Seller shall be entitled to recover all expenses, including attorney's fees and costs. Subject to Section 3, above, any action or proceeding by Buyer arising out of or in connection with this transaction, including any claim for Seller's breach of contract or Seller's breach of warranty, must be commenced within one (1) year after the first to occur of the following: delivery of the goods to Buyer, or accrual of the cause of action.

9. **Miscellaneous.** These terms and conditions apply to all sales of Seller's goods or services. Whenever the word "including" is used herein, it shall mean "including but not limited to". The terms and conditions set forth herein constitute the entire agreement between the Seller and Buyer relating to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties. Except as otherwise expressly provided for herein, these terms and conditions may be amended only by a writing executed by the authorized representatives of both parties. No course of prior dealings, no usage of the trade and no course of performance shall be used to modify, supplement or explain any of the provisions contained herein. Any order accepted by Seller shall not be assigned, sold or otherwise transferred by Buyer without Seller's prior written consent. If any provision contained herein shall be held to be invalid under any applicable statute or rule of law, such provision shall to that extent be deemed omitted and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Seller shall not be responsible for failure to fulfill any of its obligations or damages resulting therefrom due to causes beyond its control, including any act of God, labor disruption, lack of facilities or equipment, lack of transportation, embargo, riot, act of public enemy, war, national emergency, terrorism, pandemic, epidemic, cyberattack, and/or inability to obtain raw materials or energy (including at reasonable costs). Seller's failure at any time to insist upon strict performance of any term or condition contained herein shall not be construed as a waiver of any subsequent breach of any term or condition. All notices and consents required hereunder shall be in writing and sent to the other party by certified mail, return receipt requested, or by recognized overnight courier.

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