

## TERMS AND CONDITIONS

1. Terms. These Terms and Conditions (“**Terms and Conditions**”) are the exclusive terms and conditions applicable to the purchase of Products by FBC Chemical Corp. (the “**Buyer**” or “**FBC**”) under a Purchase Order issued by FBC to the party receiving the Purchase Order (the “**Seller**”). The Purchase Order and these Terms and Conditions (collectively, the “**Agreement**”) are the sole agreement of the parties with respect to Buyer’s purchase of Products from Seller under the applicable Purchase Order. The Agreement contains no terms, understandings, or agreements, other than those stated in the Purchase Order or herein. Upon acceptance, shipment of Products or commencement of work, Seller is bound by the Agreement. This Agreement may not be altered, amended, nor waived except in writing signed by both parties. If any provisions of Seller’s confirmation, acknowledgment, invoice, or other writings are different from or are otherwise in conflict with this Agreement, this Agreement shall govern and the terms contained in Seller’s confirmation or other writings are expressly rejected by Buyer, whether or not such terms are referenced therein. Seller’s silence, performance, or commencement of work shall not constitute acceptance of any terms proposed by Seller that are inconsistent with this Agreement. For purposes hereof, “**Product**” means the goods and materials identified in a Purchase Order, together with all parts, accessories, substitutions, replacements, and associated packaging, labeling, instructions, specifications, warranties, and documentation required to be provided by Seller in connection therewith.

2. Price. Seller may not increase prices after acceptance. Seller shall provide Buyer with pricing and terms which are not less favorable than those extended to other purchasers. If Seller reduces its price, Seller shall reduce Buyer’s price accordingly. The price on the applicable Purchase Order is complete and no additional surcharges or taxes may be added. Seller warrants that the

Products will not be subject to United States countervailing duties. Buyer may audit Seller’s books and records upon reasonable notice to verify compliance with this Section, and such audit rights shall survive payment and termination. No fuel, freight, energy, environmental, regulatory, or similar surcharges shall apply unless expressly agreed to in writing by Buyer.

3. Payment. Unless otherwise specified in the applicable Purchase Order or agreed in writing by the parties, payment terms are net 60 days from Buyer’s receipt of Seller’s invoice and invoicing may occur only after shipment. Buyer has no obligation to pay any invoice for Product received more than one year after shipment. Unless otherwise specified on the face of the applicable Purchase Order, all prices are quoted in U.S. Dollars. Payment does not constitute acceptance of Product or relieve Seller of any obligations. Buyer may withhold funds, without interest, to assure itself of the discharge of all Seller’s obligations or Buyer claims. Buyer may set off any amount owing from Seller to Buyer (or any of Buyer’s affiliates and subsidiaries) against any amount payable by Buyer (or any of its affiliates and subsidiaries) to Seller. Seller invoices must reference the applicable Purchase Order and accurately describe the Products shipped. Buyer may dispute any portion of an invoice in good faith without waiving any rights or remedies, and payment of undisputed amounts shall not constitute acceptance. No interest, late charges, or penalties shall accrue on any disputed amounts.

4. Shipment. Seller shall ship Product F.O.B. Delivered unless otherwise specified in the applicable Purchase Order. Buyer’s weights taken at delivery point govern. Seller shall package the Product per Buyer’s specifications and in compliance with applicable laws, rules and regulations. Seller shall select carriers and routing consistent with Buyer’s instructions and applicable law.

Seller shall not ship Products prior to the delivery date without Buyer's prior written consent.

5. Delivery. Time is of the essence in this Agreement. If delivery of Product or rendering of services is not completed by the time provided for or established herein, Buyer may, without waiving any of its rights and remedies, terminate the applicable Purchase Order, purchase substitute items or services elsewhere and charge Seller for any loss or damage incurred by Buyer. Seller acknowledges that Buyer's damages for late delivery are difficult to ascertain and may include operational, customer, and regulatory impacts.

6. Title and Risk of Loss. Title and risk of loss for Products transfers to Buyer when Products are offloaded on delivery, unless Products are shipped in Buyer's vehicles in which case title and risk of loss transfers to Buyer when the vehicle leaves Seller's property. Seller remains responsible for loss, damage, or contamination occurring prior to transfer of risk of loss.

7. SDSs and Labels. Seller shall provide Buyer with a copy of each of its current and future revised Product labels, decals and stencils ("**Labels**") and Safety Data Sheets ("**SDSs**") for each Product. Seller represents and warrants that the Labels and SDSs are (a) accurate, (b) adequate to fully advise those who come into contact with the Product of the safety requirements and hazards associated with the Product, and (c) in compliance with all industry standards and applicable laws, rules and regulations. Buyer has no obligation to review the accuracy or adequacy of the Labels or SDSs. Seller shall ensure that all shipments include current Labels and SDSs applicable as of the shipment date and shall promptly notify Buyer of any changes to hazard classifications, regulatory status, or safe handling requirements.

8. Warranty. Seller warrants that (a) the Product conforms to Seller's published

specifications and Buyer's specifications and requirements, if any, and all information on applicable Labels, literature and SDSs, (b) the Products are free from design defect, merchantable, and suitable for the purpose intended by Buyer, (c) warnings provided by Seller on Labels and SDSs accurately inform those who come into contact with the Product of the safety requirements and hazards associated with the Product, (d) Seller has free and clear title to Product delivered to Buyer, (e) it shall not violate any United States, or foreign, federal, state, national, provincial, municipal or other statute, law, regulation or ordinance, and (f) the Product does not infringe any patent, trademark, trade secret or trade name. Seller's inclusion of express warranties and representations or exclusions of warranties are not deemed to create or exclude any warranties that may be implied or expressly set forth in law or fact. Buyer's warranties are cumulative and in addition to any warranties available at law. The warranties contained herein shall run to Buyer and its customers and users of Buyer's Products or services, and shall survive inspection, acceptance and payment. Any replacement or corrected Product shall be subject to a new warranty period running from the date of replacement or correction. Any disclaimer, limitation, or exclusion of warranties contained in Seller's acknowledgments, invoices, or other documents is void and of no effect.

9. Compliance with Laws; No Forced Labor. Seller represents and warrants that (a) it is in compliance with all relevant national and international laws, regulations, and industry standards applicable to the Products, Seller's operations, and Seller's supply chain, including without limitation laws relating to labor practices, human rights, environmental compliance, import/export controls, anti-corruption, and trade compliance, and (b) neither it, nor its suppliers, contractors, or agents involved in the mining, production and/or manufacture of the Products, uses any form of convict, indentured, or forced labor, including forced or indentured child labor, at any stage of the mining, production or

manufacturing process for the Product. Buyer may request, and Seller agrees to promptly provide, information regarding the mining, production or manufacture of the Product including, without limitation, information showing Seller's due diligence systems or processes, information exhibiting the supply chain for the Product from raw materials to end product, information supporting Seller's supply chain measures, or any other information demonstrating compliance with this Section. If Seller's Product is detained by the U.S. Customs and Border Patrol upon import to the United States, Seller shall reimburse Buyer for the full amount of the detained Product including any additional costs incurred by Buyer and accept return of the Product at Seller's expense. Any breach of this Section shall be deemed a material breach entitling Buyer to immediate termination without liability.

10. Inspection and Acceptance. Buyer may inspect Products at any time before or after delivery. Acceptance shall not occur until Buyer has had a reasonable opportunity to inspect and test the Products. Acceptance of any portion of the Products shall not constitute acceptance of any other Products. Use, resale, or processing of Products shall not constitute acceptance.

11. Remedies; Recall. Notwithstanding any inspection, Seller is responsible for any nonconformance. Buyer may return nonconforming Product to Seller for, at Buyer's option, replacement, credit, or refund at Seller's risk and expense including, without limitation, all transportation costs (both ways) and other handling costs. Seller is liable for Buyer's incidental and consequential damages. Notwithstanding anything set forth in Seller's terms or documents, Buyer may avail itself of any remedy available at law or in equity. No limitation of liability or exclusion of damages proposed by Seller shall apply to this Agreement. Seller shall promptly notify Buyer of any actual or potential recall, field action, regulatory inquiry, or safety concern relating to the Products and shall bear all

costs associated with any recall, corrective action, or market withdrawal, including customer notification, product retrieval, disposal, replacement, and Buyer's internal and third-party costs.

12. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from and against any claim, demand, action, penalty or liability (including defense or settlement costs and reasonable attorneys' fees) ("**Claim**") arising out of, relating to, or resulting from (a) Seller's breach of this Agreement, (b) the negligence or willful misconduct of Seller, its employees or agents, (c) any failure to provide warnings that make the Product safe for the Product's intended uses, or (d) any Product defects. Buyer shall indemnify, defend and hold Seller harmless from and against any Claim related to personal injury or property damage to third parties to the extent the Claim is caused by Buyer's sole negligence or willful misconduct. The parties' rights and remedies are cumulative and in addition to any other rights and remedies the parties have at law or equity. Seller's indemnification obligations are primary and shall not be reduced by any insurance carried by Buyer.

13. Insurance. Seller shall maintain the following insurance policies with at least the listed minimum limits through an insurer having an AM Best Rating of A-, VII or better: (a) general liability for bodily injury/property damage, products liability/completed operations, personal injury/advertising injury, and contractual liability - \$10,000,000 per occurrence with a Broad Form Vendors Endorsement (ISO CG 2015 or equivalent); (b) automobile liability, with an MCS-90 endorsement with limits as required by applicable federal law, covering all owned, hired, and non-owned vehicles and contractual liability - \$5,000,000 per occurrence; and (c) workers' compensation - statutory limits and employers' liability - \$1,000,000 per accident. If the policies have a deductible or self-insured retention, Seller assumes all policy obligations as if the policy had first dollar coverage. The policies will

waive rights of subrogation against FBC. Seller will add FBC as an additional insured on all policies except for the policies in (c) above on a primary and non-contributory basis. Seller shall provide FBC with a certificate of insurance evidencing the required coverages and endorsements. Products/completed operations coverage shall be maintained for not less than three years following final delivery of Products. Seller's insurance shall respond to indemnity obligations under this Agreement.

14. Force Majeure. Neither party is liable for nonperformance or delay in performance caused by circumstances beyond the party's control ("**Force Majeure Event**"). Product shortages, increases in Seller's costs, events due to Supplier's negligence, or any foreseeable events are not circumstances beyond Seller's control under this provision. If there are Product shortages as a result of the Force Majeure Event, Seller may reduce its supply to Buyer in a manner equitable and proportional to those reductions Seller makes to all other similarly situated distributors and major customers. If a Force Majeure Event continues for more than thirty (30) days, Buyer may terminate the affected Purchase Order without liability.

15. Future Business. Buyer is obligated to purchase Products from Seller only pursuant to a Purchase Order properly delivered by Buyer to Seller. Buyer has no obligation to place future orders with Seller and is not obligated to continue to do business with Seller by oral agreement, course of dealing, concepts of contracts of indefinite duration or business expectancy or otherwise.

16. Termination. Buyer may terminate or suspend a Purchase Order upon notice to Seller. Buyer's only liability for such termination shall be payment for any properly delivered Products prior to such termination. Buyer may return saleable inventory on termination of an applicable Purchase Order without incurring restocking fees. Buyer may immediately terminate for Seller's breach of this Agreement without

liability. Termination shall not affect Buyer's rights accrued prior to termination.

17. Arbitration. The parties will submit any dispute related to this Agreement to arbitration in Pennsylvania before one arbitrator under the American Arbitration Association's Commercial Arbitration Rules. A party may seek interim relief from any court having jurisdiction without waiving any remedy under this Agreement. The arbitrator may not award punitive damages except where such damages are expressly authorized by statute, and may not limit, expand or otherwise modify the terms of this Agreement. A party may enter a judgment on an award in any court having jurisdiction. The prevailing party is entitled to an award of reasonable attorney fees. The arbitrator may award any relief available at law or in equity, including statutory damages, attorneys' fees, and injunctive relief.

18. Miscellaneous. All non-public information disclosed by Buyer is confidential and may be used solely to perform under the Agreement. Seller may not assign or subcontract its obligations without Buyer's prior written consent, and any unauthorized assignment is void. This Agreement is governed by the internal laws of the Commonwealth of Pennsylvania, without regard to conflict-of-laws principles. Failure to enforce any provision shall not constitute a waiver. All provisions which by their nature should survive termination or expiration shall survive, including warranties, indemnities, confidentiality, remedies, and governing law. If any provision is held unenforceable, the remaining provisions shall remain in full force and effect.