

# GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS

## CHEMSON INC.

### 1. Applicability.

(a) Any quotation given for our goods ("**Goods**") by Chemson Inc. ("**Seller**", "**we**" or "**us**") shall not constitute an offer, and shall only remain valid for 20 (twenty) days from its date of issue. Any samples, drawings, descriptive matter or advertising produced by us and any descriptions or illustrations contained in our catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to, and do not have any contractual force.

(b) A contract between a buyer of the Goods ("**Buyer**") and us is concluded only after we have accepted the Buyer's purchase order (an "**Order Confirmation**") in writing or by e-mail (but excluding any automatically generated e-mails). The Order Confirmation, the invoice and the terms and conditions of sale (these "**Terms**") comprise the entire agreement between the Seller and the Buyer (this "**Agreement**"), and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. Any additional or different terms or conditions of purchase by the Buyer regardless whether or when Buyer has submitted its purchase order or such terms, are objected to by, and will not be binding on, the Seller. Fulfillment of Buyer's purchase order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

(c) These Terms are the only terms which govern the sale of the Goods by us to any Buyer. If a written contract signed by both Seller and Buyer is in existence covering the sale of the Goods or Seller has confirmed Buyer's purchase order, the terms and conditions of said contract or said confirmation shall prevail to the extent they are inconsistent with these Terms.

(d) These Terms are not only applicable for the current corresponding order but also for all future orders by the Buyer, in each case where we issue an Order Confirmation, even if no express reference is made to these Terms.

### 2. Delivery of Goods.

(a) The Goods will be delivered within a reasonable time after the issuance of an Order Confirmation. Seller shall not be liable for any delays, loss, or damage in transit. The timeframes provided for delivery are an estimated date only. We do not assume any kind of guarantee for these dates. Time of delivery

of the Goods is not of the essence. We shall have the right to effect partial delivery in respect of any order.

(b) Unless otherwise agreed in writing by Seller and Buyer, Seller shall deliver the Goods "FCA", unless otherwise agreed between the Buyer and the Seller, as defined in the Incoterms 2010 to the delivery place named in the Order Confirmation (the "**Delivery Point**") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods within 3 (three) days of Seller's written notice that the Goods have been delivered to the Delivery Point. Buyer shall provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point, and will unload and release all transportation equipment promptly so Seller incurs no demurrage or other expense.

(c) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Seller's notice that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) the Goods shall be deemed to have been delivered (the "**Deemed Delivery**"); (ii) risk of loss to the Goods shall pass to Buyer; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). If within a further period of 5 (five) days, the Buyer has not taken delivery, we may resell or otherwise dispose of the Goods and after deducting our related costs and expenses of storage (as noted above), we may charge the Buyer for any shortfall below the price of the Goods.

(d) Any containers provided by us will be made available to the Buyer for up to two months for an appropriate fee. We will collect the containers within a reasonable time period after notification for collection. Pallets shall be only delivered in exchange for the same number of undamaged empty pallets. The Buyer shall bear the costs for repair or changing of containers or pallets in case of damage and for replacement in case of loss.

3. Non-Delivery.

(a) The quantity of any installment, and the weight, of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity and/or weight received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within 3 (three) days of Seller's written notice that the Goods have been delivered to the Delivery Point.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

(d) Buyer acknowledges and agrees that the remedies set forth in Section 3 are Buyer's exclusive remedies for any non-delivery of Goods.

4. Quantity. If Seller delivers to Buyer a quantity of Goods of at least 10% (ten percent) of the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall. Each such shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

5. Intellectual Property.

(a) All intellectual property rights in or arising out of or in connection with the Goods shall be owned by us, including any improvements made to any specification provided by the Buyer, and any and all of our pre-existing intellectual property rights.

(b) We do not warrant that the Goods shall not infringe the intellectual property rights of any third party.

6. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point (as provided for under the FCA rules of the Incoterms 2010). As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the applicable Uniform Commercial Code.

7. Buyer's Acts or Omissions. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

8. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within 3 (three) days of receipt or of the Deemed Delivery ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming

Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Seller's Order Confirmation (or Buyer's purchase order); or (ii) the label or packaging of the Goods incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at 7825 Holstein Avenue, #B, Philadelphia, PA 19153, USA. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price.

(a) Buyer shall purchase the Goods from Seller at the price[s] set forth in Seller's Order Confirmation (the "**Price[s]**"). Price[s] may be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, to reflect any increase in factors beyond the Seller's control. In that case, these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices.

(b) All Price[s] are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller within 30 (thirty), unless otherwise agreed between the Buyer and the Seller, days from the date of Seller's invoice. Buyer shall make all payments hereunder by wire transfer and in US dollars.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% (one point five percent) per month or the highest rate permissible

under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or stop Goods in transit until advance payment for those Goods is received, if Buyer fails to pay any amounts when due hereunder and such failure continues for 10 (ten) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

11. Limited Warranty.

(a) Seller warrants to Buyer for a period of 12 (twelve) months from the date of shipment of the Goods ("**Warranty Period**") that such Goods will materially conform to Seller's specifications in effect as of the date of shipment and will be free from material defects in material and workmanship. Indications in Seller's specifications as to qualities or analyses as well as to maximum or minimum limitations as well as any specification for, or desired quality of, the Seller's Goods, are to be considered as approximate indications only, and are, thus, not guaranteed, unless expressly set forth in writing by us.

**(b) EXCEPT FOR THE WARRANTIES SET FORTH IN SECTIONS 11(a), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(c) Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, **SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

(d) **The Seller shall not be liable for any damages, including costs incurred internally by the Buyer or loss of profits, caused by or resulting from the Buyer's assumption or expectation that Seller's Goods would or could perform in a certain way or yield certain results, provided the Goods meet their applicable specifications, regardless of the Buyer's industry, line of business, or type of products.**

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) unless: (i) Buyer gives written notice of the defective Goods or Services, as the case may be, reasonably described, to Seller within 5 (five) days of the time when Buyer discovers or ought to have discovered the defect; (ii) if applicable, Seller is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 11(a) to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods or Services are defective.

(f) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) if: (i) Buyer makes any further use of such Goods after giving such notice referred to in Section 11 (d) above; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(g) Subject to Section 11(e) and Section 11(f) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

**(h) THE REMEDIES SET FORTH IN SECTION 11(g) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN SECTION 11(a).**

12. Limitation of Liability.

**(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND**

**NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

**(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AMOUNT OF THE SPECIFIC ORDER.**

(c) The limitation of liability set forth in Section 12(b) shall not apply to (i) liability resulting from Seller's willful misconduct.

13. Compliance with Law.

(a) Upon request by us, the Buyer shall provide promptly all information, data and documents, of any nature whatsoever, in relation to the ownership and control of, and the officers of, the Buyer and its ultimate beneficial owners, as reasonably required by us for anti-money-laundering, export and import, and similar compliance purposes. The Buyer shall immediately inform us of any and all changes to the accuracy of information provided pursuant to this clause.

(b) Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

(c) Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer will comply with all applicable requirements of security-related programs established under or in relation to the World Customs Organization (WCO) Framework of Standards to Secure & Facilitate Global Trade, and will, as applicable, be certified in or participate in such security-related programs. This includes but is not limited to the Customs – Trade Partnership Against Terrorism (CTPAT) and Authorized Economic Operator (AEO) programs. Upon Seller's request, Buyer will certify in writing and provide documentary evidence of such compliance and certification or participation.

(d) Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods. If one of the parties is subject to sanctions or embargos, regardless of which country or multilateral organization imposes such sanctions or embargos, and the other party is no longer permitted by law, regulation or administrative order or action, to trade or conduct business with the other party, this Agreement will immediately terminate. In this case, each party has to bear its own costs resulting from, or related or pertaining to, such termination.

14. Termination.

(a) In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (a) fails to pay any amount when due under this Agreement and such failure continues for 30 (thirty) days after Buyer's receipt of written notice of nonpayment; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

(b) On termination of this Agreement for any reason, the Buyer shall pay within 30 calendar days to the Seller all of the Seller's outstanding unpaid invoices and interest, and the Seller is entitled to submit an invoice in respect of all work in progress, materials, storage costs, costs for disposal incurred up to the termination date, such invoice to be payable immediately.

(c) Termination of this Agreement shall not affect any of the Seller's rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement that existed at or before the date of termination.

(d) Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

15. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.



17. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 180 (one hundred eighty) days, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement.

18. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

19. Relationship of the Parties. The relationship between Seller and Buyer is that of independent contractors. Nothing contained in these Terms, the Order Confirmation or any other document shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Seller nor Buyer shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Seller and the Buyer and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

21. Governing Law. All matters arising out of or relating to this Agreement, the Seller and Buyer are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania. The UN Convention on Contracts for the International Sale of Goods is expressly excluded.

22. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to the agreement to which these terms apply shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Pennsylvania in each case located in the City of Philadelphia, PA and the Seller and the Buyer irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

23. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Seller or the Buyer at the addresses set forth on the face of the Order Confirmation. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), certified or registered mail (in each case, return receipt requested, postage prepaid), or e-mail (with confirmation of receipt). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

24. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Sec.13., Compliance with Laws, Sec.16., Confidential Information, Sec. 21., Governing Law, Sec. 22., Submission to Jurisdiction and this Sec. 25., Survival.

26. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of the Seller and the Buyer.

Created: July, 2020