

ARMACELL, LLC. TERMS AND CONDITIONS OF SALE

1. SCOPE.

These Terms and Conditions of Sale (“**Conditions of Sale**”) shall apply to all business relations between Armacell LLC (“**Seller**”) and its customers (“**Purchasers**”) regarding the sale and supply of products as set out in the relevant order (“**Products**”).

Seller’s offer to sell products to Purchaser or acceptance of Purchaser’s order is expressly conditioned upon Purchaser’s acceptance of these Conditions of Sale. By placing an order with Seller for acceptance, Purchaser expressly agrees that these Conditions of Sale shall be incorporated in its order. Seller expressly rejects and objects to all new, different or additional terms of sale submitted by Purchaser in Purchaser’s purchase order, quotation or other documents or communications. Any such new, different or additional terms will not be binding upon Seller unless expressly accepted in writing by Seller’s authorized representative. Issuance of a purchase order shall not represent acceptance of any terms or conditions previously specified by Purchaser in any quotation or otherwise, except to the extent that the same shall be in accord with these Conditions of Sale. Receipt of the Products by Purchaser, or any agent, representative, or designee of Purchaser, shall constitute the Purchaser’s irrevocable acceptance of these Conditions of Sale, regardless of whether Purchaser has purported to object to or to reject any or all of the terms and conditions contained therein. In all communications, Seller and Purchaser may employ their standard forms, but nothing in those forms will be construed to modify or amend these terms and conditions, and, in the case of any conflict with the terms of these terms and conditions, these terms and conditions will control. Any other correspondence from Purchaser, that are in addition to, inconsistent or in conflict with these terms and conditions, will be of no force or effect unless specifically agreed to in a writing signed by Seller that expressly references such terms. Seller also reserves the right to select its own customers and the right to reject any order. No order placed with the Seller shall be considered as accepted until confirmed by Seller.

2. PRICES AND PAYMENT TERMS.

All prices are subject to change without notice. Unless otherwise specified, orders will be shipped and invoiced at the price in effect at the time of shipment, and price adjustments for Products in transit or in Purchaser’s inventory will not be allowed. Any tax or other charge on the production, sale or shipment of the Products imposed by federal, state or local governmental authorities will be added to the price to be paid by Purchaser. All listed prices are in US dollars.

All sales are subject to approval of Seller’s credit department and in case of doubt arising at any time as to Purchaser’s financial responsibility, Seller may require payment in advance, or production may be stopped, and shipments suspended until satisfactory assurances are received. Seller shall be under no obligation to make any shipment when Purchaser is in default hereunder or under any other agreement between Seller and Purchaser.

Unless otherwise specified by Seller, payment terms are thirty (30) days from the date of invoice. If payments are not made when due, Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1.5% per month or the highest applicable rate allowed by law on all such overdue amounts.

In the event of Purchaser’s default, Purchaser agrees to pay all costs and expenses, including reasonable attorneys’ fees or costs and expenses, incurred by Seller in the event Seller reasonably anticipates a default by Purchaser, whether involving collecting payments due or otherwise enforcing these Conditions of Sale.

3. DELIVERY AND RISK OF LOSS.

All product sales are FCA (Incoterms 2020) Seller’s designated facility, unless the parties agree, on the Purchaser’s demand and at its cost, that the Products shall be dispatched to a place specified by Purchaser. Shipping dates are approximate and are based on receipt of complete information with the order. In no event is Seller liable for any delivery delays. If drawing approval is required, drawings must be approved on schedule to maintain shipping

date. Seller will determine the point of origin of shipment, the method of transportation and the routing of shipment, unless the parties expressly agree otherwise at Purchaser's demand and its cost. Purchaser will be billed for transportation charges advanced by Seller, if any.

Seller shall have no liability for damage or delivery failures occurring after the Product is delivered to the carrier. Purchaser is solely liable for demurrage charges assessed at the destination. Product shortages and visibly damaged or defective Products must be reported to Seller within 7 days of delivery. Purchaser may not withhold payment on uncontested Product deliveries.

Risk of loss of the Products shall pass to Purchaser at the time Seller delivers the Products to the carrier regardless of any shipping and insurance arrangements made by Seller on Purchaser's behalf.

4. TITLE.

Title and risk of loss shall pass from Seller to Purchaser in accordance with the shipping terms set forth in Section 3.

5. RETURNS.

Product returns will be accepted only after Purchaser receives Seller's prior written approval as follows: (a) For returns authorized pursuant to Section 3, or due to Purchaser's valid rejection of Products which are non-conforming in accordance with the limited warranty set forth in Section 6 below, Seller will pay for reasonable commercial charges for the Product return and, in addition, will, at Seller's option, refund or credit the full purchase price upon return of the Products; and (b) Where Seller determines, in its sole discretion, to accept returns for the convenience of Purchaser, the Products are to be returned to the point of shipment, at Purchaser's expense, properly packed.

6. LIMITED WARRANTY, SPECIFICATIONS.

All Products sold are subject to the following limited warranty: Seller warrants, for a period of one (1) year from the date of shipment, that at the time of delivery the Product is free from defects in materials and workmanship and is manufactured in all materials aspects to Seller's current written product specifications on the shipment date.

All statements, technical information and recommendations concerning Products sold or samples provided by Seller are based upon tests believed to be reliable but do not constitute a guarantee or warranty and shall not be construed to enlarge, vary or override in any way this limited warranty. All products are sold and samples of Products provided with the understanding that Purchaser, installer or other third party of the product installation location have independently determined the suitability of such products for its purposes.

Seller's obligation under this limited warranty is, under its entire discretion, to carry out repairs to the non-compliant Products or supply replacement Products which comply with the limited warranty, provided that Seller is under no obligation to disassemble or reassemble the defective object. Seller has no obligation or responsibility for any of Purchaser's products into which Purchaser installs or assembles the Products, and Seller's obligation to repair or replace the nonconforming Product expressly excludes removal, disassembly, and reassembly from or into Purchaser's products or end configuration. Any Product repaired or replaced by Seller under this warranty will be subject to the warranty period remaining under the originally delivered Product.

SELLER DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Purchaser agrees that it will not alter, amend or add to this limited warranty. If Purchaser desires to offer additional warranties or make any representation on its own, such warranties and/or representations will clearly state that they are Purchaser's additional warranties and not those of Seller.

Every claim brought by Purchaser in connection with the Products shall be deemed waived unless in writing and received by Seller (i) in accordance with the 7-day period set forth in Section 3 above with respect to delivery if visibly damaged or defective, and (ii) otherwise, within 30 days after the defect to which each claim related is discovered, or reasonably could have been discovered, but in no event longer than 1 year after Product shipment by Seller.

Furthermore, Seller shall not be liable to Purchaser for the failure of any Products in any of the following events:

(a) Purchaser makes any further use of or resells the Products after giving notice to Seller that the Products do not comply with the terms of the limited warranty as provided herein;

(b) the defect arises as a result of Purchaser failing to follow Seller's instructions and/or recommendations or good trade practices as to handling, transport, storage, use, installation and/or maintenance of the Products;

(c) Purchaser, (or a third party at Purchaser's instruction), altering, repairing or modifying the Products without the written consent of Seller; or

(d) the defect arises from fair wear and tear, or from willful damage, negligence, or any abnormal storage or working conditions;

The limited warranty set forth in this Section 6 is made only to Purchaser and shall not be assigned or inure to the benefit of any assignee or successor in interest of Purchaser; *provided, however,* that if Purchaser is an authorized Seller reseller, Purchaser may pass the Seller limited warranty to the bona fide purchaser of the Products from Purchaser.

7. LIMITATION OF REMEDY.

PURCHASER'S EXCLUSIVE REMEDY AND THE LIMIT OF SELLER'S LIABILITY FOR ANY BREACH OF THIS AGREEMENT, PURCHASE ORDER, OR FOR BREACH OF THE LIMITED WARRANTY SET FORTH UNDER SECTION 6, WHETHER BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, SHALL BE, AT SELLER'S OPTION, REPAIR, REPLACEMENT WITH A LIKE QUANTITY OF NONDEFECTIVE PRODUCT OR REFUND OF THE PURCHASE PRICE, PLUS REASONABLE COMMERCIAL SHIPPING CHARGES INCURRED FOR APPROVED RETURNS UNDER SECTION 5 ABOVE.

8. NO RECOVERY OF CONSEQUENTIAL OR SPECIAL DAMAGES.

SELLER SHALL IN NO EVENT BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR ON ANY OTHER BASIS, FOR CONSEQUENTIAL, INCIDENTAL,

INDIRECT, SPECIAL, TREBLE OR PUNITIVE DAMAGES OF ANY KIND, FOR DAMAGES FOR PERSONAL INJURY, WRONGFUL DEATH, OR DAMAGE TO PROPERTY, OR FOR LOSS OF INVESTMENT, INDEBTEDNESS, LOSS OF FINANCING, LOSS OF SALES OR PROFITS, OR BUSINESS INTERRUPTION, DISCONTINUATION, OR TERMINATION SUSTAINED BY PURCHASER, OR BY ANY PERSON DEALING WITH PURCHASER, IN CONNECTION WITH THE PRODUCTS, AND PURCHASER SPECIFICALLY WAIVES ANY SUCH CLAIMS OR CAUSES OF ACTION PURCHASER MAY PURPORT TO HAVE. SELLER'S LIABILITY FOR ANY CLAIM OF ANY KIND (INCLUDING, WITHOUT LIMITATION, CLAIMS BASED UPON ANY EXPRESS WARRANTY CONTAINED HEREIN AND CLAIMS BASED UPON ANY WARRANTY IMPLIED BY LAW), SHALL BE LIMITED, AT SELLER'S OPTION, TO REPLACEMENT OR REPAIR OF THE PRODUCTS OR THE RETURN TO PURCHASER OF THE PRICE PAID, AND PURCHASER EXPRESSLY WAIVES ANY RIGHT IT MIGHT HAVE TO ANY OTHER MEASURE OF DAMAGES, STATUTORY OR OTHERWISE.

9. FORCE MAJEURE.

Seller shall not be liable, nor deemed in default hereunder, for any failure or delay in delivering the Products or in the performance of its other obligations to Purchaser hereunder, caused by or arising out of a Force Majeure Event. Force Majeure Events are circumstances or events beyond the parties' control and that they could not reasonably avoid or overcome. In particular, the following events are considered "Force Majeure Events:" strikes involving all or part of the Seller's personnel or its customary carriers, fire, flood, war (declared or not), riot, insurrection, acts of terrorism, pandemic, epidemic, public health emergency, acts (including, without limitation, suspensions, closures, and delays) of any governmental authority, priorities granted at the request or for the benefit, directly or indirectly, of any government or agency thereof, shortage of raw material, act of God, production stoppages due to unintended breakdowns, impossibility of receiving supplies of raw materials, weight limits during thaw conditions, road blocks, strikes or breakdowns in electricity supplies, or supply breakdowns attributable to our suppliers, rebellion, revolution, insurrection,

military or usurped power, civil war and other hostilities, invasion, act of foreign enemies, mobilization, requisition or embargo, ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof, and regardless of whether the cause or condition now exists or arises hereafter, and whether or not such condition is foreseeable. Seller shall determine in good faith the extent to which it can reasonably control a cause, contingency, or circumstance affecting its performance obligations. In case of such delay or failure to perform for any of the above causes which continue, for more than sixty (60) days, the date of delivery or time for completion will be extended by a period of time necessary to overcome the effect of such delay, or either party may cancel the contract upon notice in writing given to the other.

10. SANCTIONS, ANTI-CORRUPTION AND ANTI-MONEY LAUNDERING.

(1) **General.** Purchaser warrants and represents that all its operations are and at all times have been conducted in compliance with all applicable laws and regulations, in particular all sanctions, anti-bribery, anti-money laundering and counter terrorism financing laws applicable in its countries of establishment and/or operation.

Purchaser agrees and undertakes to notify Seller without undue delay should it breach or discover any breaches of Section 10.

Seller will be entitled to cancel Purchaser's order immediately at any time in the event of an actual or suspected breach of Section 10.

Purchaser shall hold Seller harmless against any losses, costs, fines, or payments which Seller may suffer or incur as a result of any breach by Purchaser of Section 10.

(2) **Sanctions.** Purchaser warrants and represents that neither it nor any of its directors, representatives, officers, agents, direct or indirect shareholders, beneficial owners, parent companies, subsidiaries, or affiliates:

a) are the target of sanctions administered by authorities in the US or the EU;

b) are located or operate from territories which are the target of trade sanctions (including, but

not limited to, Cuba, Belarus, Iran, North Korea, Russia, Syria, and the Territory of Crimea);

c) shall act in any manner that circumvents applicable sanctions laws and regulations, nor engage in any activities that may result in Seller and/or any of its affiliates being held accountable or liable for breaches of any trade, economic or financial sanctions laws and regulations.

(3) **Anti-Bribery and Anti-Corruption.** Seller has zero tolerance for bribery and corruption in any form and require Purchaser to comply with Seller's Anti-Corruption Policy, as published from time to time on Armacell website: <https://www.armacell.com/people/how-we-work>, or equivalent principles and applicable anti-bribery and anti-corruption laws and regulations in its business activities, including the UK Bribery Act.

11. EXPORT CONTROL.

Purchaser shall comply with, and at Seller's request shall demonstrate compliance with, all export laws, restrictions, and regulations of any United States or foreign agency or authority. Purchaser shall not export, or re-export, or allow the export or re-export of any Product in violation of any such laws, embargoes, restrictions or regulations. Purchaser shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export or re-export from the United States to Purchaser or customers of Purchaser in compliance with all applicable laws and regulations prior to shipment thereof. Purchaser shall defend, indemnify and hold Seller harmless from any claim, damage, liability or expense (including but not limited to reasonable attorneys' fees, costs of investigation, and costs of defense) arising out of or in connection with any violation of the preceding sentence.

12. SECURITY; PLEDGE.

In order to secure payment of the invoiced amount and in consideration of the payment terms provided herein, Purchaser hereby grants to Seller a security interest in the Products and the proceeds thereof and Seller is expressly authorized, at its option, and as Purchaser's attorney-in-fact, to file one or more financing statements or other notices under applicable law naming Purchaser as debtor and Seller as secured party and indicating therein the Products and proceeds thereof as items of

collateral. Without limiting the foregoing, Purchaser further agrees to pledge each shipment of Products to Seller, and to execute such documents and to do such further acts as necessary to pledge such shipments to Seller. Seller reserves the right of stoppage in transit to secure payment of the invoiced amount and any other sums due hereunder.

13. INDEMNIFICATION.

Purchaser hereby indemnifies and agrees to defend hold Seller harmless from any damages, losses, costs and expenses (including, without limitation, attorneys fees and costs of investigation) arising out of or related to (a) the acts and omissions of Purchaser (or its employees, contractors, or agents), or (b) the breach by Purchaser (or its employees, contractors, or agents) of its obligations hereunder. In the event Purchaser transfers to a third party any merchandise supplied hereunder or any right or interest therein, Purchaser agrees to indemnify, defend and hold Seller harmless from any and all liability to such transferee or any subsequent transferee in excess of what Seller's liability would have been if such transferee had been bound by these Conditions of Sale in the same manner as Purchaser.

14. SEVERABILITY.

If any of these provisions are determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of these Conditions of Sale shall be unaffected.

15. ENTIRE AGREEMENT; MODIFICATION; THIRD PARTY BENEFICIARIES.

These Conditions of Sale and the specific order provisions contained on the order accepted by Seller (together, this "**Agreement**") are the entire contract between the parties with respect to this order. This cancels and supersedes all previous agreements, confirmations, and terms of sale, oral or written. No waiver or modification of these Conditions of Sale shall be binding upon Seller unless made in writing and signed by a duly authorized representative of Seller. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

16. GOVERNING LAW; JURISDICTION.

All matters arising out of or relating to this Agreement are to be governed by, and

interpreted according to, the internal laws of the State of North Carolina, including specifically the provisions of the Uniform Commercial Code as then in effect in the State of North Carolina, without regard to any choice of law provisions that would obtain a different result. THE PARTIES EXPRESSLY EXCLUDE THE APPLICABILITY OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. Any action or proceeding arising out of or related to these terms and conditions shall be brought only in a state court located in Orange County, North Carolina, or federal court for the Eastern District of North Carolina located in Wake County, North Carolina, and the parties hereby consent to such exclusive venue and the exclusive jurisdiction of such courts over the subject matter of such proceeding and themselves. The parties agree to the effectiveness of service of process by certified United States mail, in any and all disputes, whether in law or equity, arising out of or relating to this Agreement. Each of the parties hereby waives and agrees not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that (i) such party is not personally subject to the jurisdiction of such courts, (ii) such party and such party's property is immune from any legal process issued by such courts or (iii) any litigation or other proceeding commenced in such courts is brought in an inconvenient forum.

17. CONFIDENTIAL PRICING.

In no event shall either party disclose the prices of any Products ordered pursuant to this Agreement without the prior written consent of the other party.