

GL CHEMTEC INTERNATIONAL LIMITED

TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

1. Applicability. These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) and services (“**Services**”) by GL Chemtec International Limited (“**Seller**”) to any buyer, or in the case of sample products or material, recipient thereof (“**Buyer**”). These Terms, and any accompanying quotation, confirmation of sale, or invoice (as applicable, the “**Sales Confirmation**”, and collectively with these Terms, this “**Agreement**”), comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. **ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS PROPOSED BY BUYER IN ANY OFFER, ACCEPTANCE, CONFIRMATION (INCLUDING ANY BUYER PURCHASE ORDER OR SPECIFICATIONS) OR OTHERWISE, (I) ARE REQUESTS FOR MATERIAL ALTERATIONS TO THESE TERMS, (II) ARE HEREBY OBJECTED TO AND REJECTED BY SELLER, AND (III) ARE NOT BINDING IN ANY WAY ON SELLER. SELLER’S PROVISION OF CREDIT, ACCEPTANCE OF ANY PURCHASE ORDER AND/OR SALE OF THE GOODS AND SERVICES ARE EXPRESSLY MADE CONDITIONAL ON BUYER’S ASSENT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THESE TERMS, AND BUYER AGREES TO BE BOUND THEREBY. ORDERS MAY BE ACCEPTED ONLY SUBJECT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THESE TERMS.** Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. Notwithstanding anything to the contrary contained in this Agreement, Seller may from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

2. Delivery of Goods and Performance of Services.

(a) *To the extent Buyer’s order involves the delivery of Goods:* Seller will use reasonable efforts to meet the

delivery dates, specification, and quantities as set forth in the Sales Confirmation. Seller shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, all deliveries of Goods will be made EXW (Ex Works as defined in Incoterms 2020) Seller’s facility, and delivery of such Goods to the carrier shall constitute delivery to Buyer and title and risk of loss shall thereupon pass to Buyer. Selection of the carrier and delivery route shall be made by Seller unless otherwise agreed by Buyer and Seller. Buyer acknowledges that delivery dates provided by Seller are estimates only and Seller shall not be liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of Seller nor shall the carrier be deemed an agent of Seller. Buyer shall be responsible for all loading costs and shall provide equipment and labor reasonably suited for receipt of the Goods at the delivery location indicated on Buyer’s applicable purchase order, and will unload and release all transportation equipment promptly so Seller incurs no demurrage or other expense. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each 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. Without limiting the foregoing provisions of this Section 2(a), if for any reason Buyer fails to accept delivery of any of the Goods or if Seller is unable to deliver the Goods because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller may, at its option, store such Goods until Buyer picks them up, whereupon Buyer shall be liable for all related expenses and costs attributable thereto (including, without limitation, storage and insurance), and shall promptly reimburse Seller upon submission by Seller of invoices for such costs incurred by Seller to Buyer. If Seller delivers to Buyer a quantity of Goods within 20% of the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion thereof by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata. The quantity of any installment of Goods as recorded by Seller on dispatch from Seller’s place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the

contrary. 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 10 days of the date when the Goods would in the ordinary course of events have been received. 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. Buyer acknowledges and agrees that the remedies set forth in this Section 2(a) are Buyer's exclusive remedies for any non-delivery of Goods. 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 *Personal Property Security Act*, R.S.O. 1990, c. P.10. If Seller completes Goods and such Goods are ready to ship to Buyer, but Buyer requests that Seller hold such Goods for a period of time, Seller may (but is not required to) agree to hold such Goods and delay the shipping thereof until notified in writing by Buyer. In such case, (i) Buyer accepts title and risk of ownership of such Goods as of the date such Goods are ready to ship; (ii) Seller agrees to assume full responsibility for any damage to such Goods caused by Seller's negligence in storage or packaging of such Goods while in Seller's possession; (iii) Seller will store such Goods in accordance with required storage conditions, and Seller will maintain all-risk property insurance on such Goods until such Goods are shipped to Buyer; (iv) Buyer understands that Seller is not responsible for the degradation of such Goods, which can occur if stored for extended periods of time; and (v) Seller will invoice Buyer and payment is due in full in accordance with the terms set forth herein and in the Sales Confirmation.

(b) *To the extent Buyer's order involves the performance of Services*: Seller shall use reasonable efforts to meet any performance dates to render the Services specified in the Sales Confirmation, and any such dates shall be estimates only. With respect to the Services, Buyer shall (i) cooperate with Seller in all matters relating to the Services; (ii) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (iii) provide such customer materials or information as Seller may reasonably request to carry out

the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

3. 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.

4. Review and Approval of Goods. *To the extent Buyer's order involves the delivery of Goods*: Prior to Seller shipping any Goods to Buyer, Buyer shall review and approve the analytical specifications of such Goods. Once Buyer approves such analytical specifications, Buyer shall be deemed to have accepted the Goods. Buyer acknowledges and agrees that its ability to review and approve the analytical specifications of Goods as set forth in this Section 4 is Buyer's exclusive remedy with respect to the identification of any nonconforming Goods. 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.

5. Price. Buyer shall purchase the Goods and Services from Seller at the prices (the "**Prices**") set forth in the applicable Sales Confirmation. Buyer agrees to reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services. All Prices 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.

6. Payment Terms. Buyer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice. Buyer shall make all payments hereunder by wire transfer of immediately available funds and in United States dollars (unless otherwise agreed by Seller). Buyer shall pay interest on all late payments at the lesser of the rate of 18% per annum or the highest rate permissible under applicable law, whichever is lower, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, 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, stop Goods in transit, and/or suspend performance of any Services if Buyer fails to pay any amounts when due hereunder. 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.

7. No Warranty for Goods; Limited Warranty for Services.

(a) No warranty regarding the Goods is provided by Seller. Buyer acknowledges and agrees that its ability to review and approve the analytical specifications of Goods as set forth in Section 4 constitutes Buyer's sole remedy with respect to the condition, performance or use of the Goods.

(b) Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(c) EXCEPT FOR THE WARRANTIES WITH RESPECT TO SERVICES SET FORTH IN SECTION 7(b), SELLER MAKES NO REPRESENTATIONS, CONDITIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY (I) CONDITION OR WARRANTY OF MERCHANTABILITY; (II) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; OR (IV) 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) *To the extent Buyer's order involves the delivery of Goods:* 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. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS, CONDITIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (I) CONDITION OR WARRANTY OF MERCHANTABILITY; (II) CONDITION OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; OR (IV) 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.

(e) Seller shall not be liable for a breach of the warranties set forth in Section 7(b) unless: (i) Buyer gives written notice of the defective Services, reasonably described, to Seller within ten days of the time when Buyer discovers or ought to have discovered the defect; and (ii) Seller reasonably verifies Buyer's claim that the Services are defective.

(f) Subject to Section 7(e) above, with respect to any Services subject to a claim under the warranty set forth in Section 7(b), Seller shall, in its sole discretion, (i) repair or re-perform the applicable Services or (ii) credit or refund the price of such Services at the pro rata contract rate.

(g) THE REMEDIES SET FORTH IN SECTION 7(f) 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 7(b).

8. Limitation of Liability. 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. 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 TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS AND SERVICES SOLD HEREUNDER OR \$25,000, WHICHEVER IS LESS.

9. Insurance. During the term of this Agreement and for a period of one (1) year thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 with financially sound and reputable

insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Seller as an additional insured. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

10. Compliance with Law; Anti-Corruption and Anti-Bribery.

(a) 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. 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. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

(b) In relation to any transaction involving the Goods or Services, Buyer shall not seek to obtain or retain business or gain any other advantage by making or offering to make any payment of money or by providing or offering to provide anything of value, directly or indirectly, to: (i) any government official; or (ii) any non-governmental person, in either case with the intent that such official or person will perform their responsibilities improperly. Buyer warrants that it will comply with the anticorruption and anti-bribery laws of any country having jurisdiction over Buyer or the transaction involving the Goods or Services and will in all cases comply with the U.S. Foreign Corrupt Practices Act, the Canadian Criminal Code and the Corruption of Foreign Public Officials Act, and the U.K. Bribery Act.

(c) In the event Seller reasonably believes that any provision of this Section has or may have been breached, Buyer shall cooperate with Seller's investigation to clear the matter and Seller shall not be obligated to sell or provide Goods or Services or take any act in furtherance of any transaction or agreement while such investigation is pending, and such suspension or forbearance by Seller shall not constitute breach of any obligation in respect of any transaction to which this Agreement applies.

11. Termination. 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; (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.

12. 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.

13. 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; or (b) rightfully obtained by Buyer on a non-confidential basis from a third party.

14. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Buyer to make payments to Seller hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances;

and (h) shortage of adequate power or transportation facilities. The Impacted Party shall give prompt notice of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. If, due to any Force Majeure Event, Seller's performance is impacted, Seller may allocate production, inventory deliveries, and personnel as it reasonably determines, which shall not constitute breach of this Agreement. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section, either party may thereafter terminate this Agreement upon 10 days' written notice.

15. 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.

16. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement 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 party shall have authority to contract for or bind the other party in any manner whatsoever.

17. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto 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.

18. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Province of Ontario and the laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

19. Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the Province of Ontario and the laws of Canada applicable therein, and each party

irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

20. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by: (a) personal delivery; (b) reputable overnight courier; (c) email; or (d) certified or registered mail. Notice shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee, if sent by a nationally recognized overnight courier (receipt requested); (iii) upon confirmation of receipt, if sent via email, of the email accompanying and including a copy of such notice; or (iv) on the third business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

21. 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 other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

22. 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: Insurance, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

23. 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 each party.