

## GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS

### 1. Applicability.

(a) These General Terms and Conditions for the Sale of Goods (these “Terms”) apply to all proposals, quotations, confirmations of sale, and/or invoices (collectively, “Sales Confirmation”) made by Nagase ChemteX America LLC (“Seller”) for the sale of the goods (“Goods”) to a purchaser (“Buyer”). SELLER’S ACCEPTANCE OF BUYER’S PURCHASE ORDER IS EXPRESSLY CONDITIONAL UPON BUYER’S ASSENT TO THESE TERMS. Notwithstanding the foregoing, if a written contract signed by authorized representatives of both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The Sales Confirmation which is hereby incorporated by this reference and these Terms (collectively, 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. 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.

### 2. Delivery.

(a) Subject to these Terms, Seller will fulfill all purchase orders for the Goods placed by Buyer and accepted by Seller, and Seller shall use all reasonable endeavors to meet the delivery times requested by Buyer. The time of delivery shall not be of the essence and if, despite reasonable endeavors, Seller is unable for any reason to fulfill any delivery of the Goods within the specified date, Seller shall not be liable for any delays or loss.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to Seller’s facility on an EXW (Incoterms 2020) basis (the “Delivery Point”) using Seller’s standard methods for packaging and shipping such Goods.

(c) 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.

(d) 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) risk of loss to the

Goods shall pass to Buyer, (ii) the Goods shall be deemed to have been delivered, 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).

3. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point.

4. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

5. Price and Payment Terms.

(a) Buyer shall purchase the Goods from Seller at the prices (the “Prices”) set forth in Seller’s quotation in force as of the date that Seller accepts Buyer’s purchase order. 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, personnel, or real or personal property, or other assets.

(b) Buyer shall pay all invoiced amounts due to Seller pursuant to payment terms as quoted by Seller. Buyer shall make all payments hereunder by wire transfer and in US dollars without set-off, counterclaim, or deduction.

(c) The maximum interest rate permitted by applicable law for payment for the Goods shall be due and paid by Buyer for each month payment is overdue. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. Seller shall be entitled to suspend the delivery of any Goods if Buyer is in arrears with payment.

6. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within 15 days of 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 Buyer’s purchase order, or (ii) product’s label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods and Seller’s examination of such Goods discloses to Seller’s satisfaction that they are 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, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith.

(c) Buyer acknowledges and agrees that the remedies set forth in this Section are Buyer's exclusive remedies for the delivery of Nonconforming Goods.

7. Returns. No return from Buyer of Goods will be accepted without Buyer first obtaining a Return Material Authorization ("RMA") issued by Seller. Seller may, in its sole discretion, refuse to issue a RMA and if Seller chooses to take back the Goods, Seller may require Buyer to pay a restocking fee.

8. Limited Warranty.

(a) Unless a different period is provided in a Seller issued document, Seller warrants to Buyer that for a period of 6 months from the date of manufacture of the Goods ("Warranty Period"), that such Goods will be within the upper and lower limits of those technical data fields reflected on the Certificate of Analysis which accompanies the shipment of such Goods. For clarity, this warranty does not cover Goods that are not used, stored, and handled in accordance with Seller's instructions, or that are modified, repaired, or tampered with, or that are lost, harmed, or damaged.

**(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 8(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) Seller shall not be liable for a breach of the warranty set forth in Section 8(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within the Warranty Period, (ii) Seller is given a reasonable opportunity after receiving the notice 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 are defective.

(d) Subject to Section 8(b) and Section 8(c) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or 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.

**(e) THE REMEDIES SET FORTH IN SECTION 8(D) SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 8(A).**

9. 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 TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER GIVING RISE TO THE DAMAGES.**

(c) The limitation of liability set forth in Section 9(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct, and (ii) death or bodily injury resulting from Seller's acts or omissions.

10. Indemnity. Subject to these Terms and to the maximum extent permitted by law, Buyer assumes all risk and liability resulting from the use of the Goods delivered hereunder, whether used singularly or in combination with other products, and shall indemnify, defend, and hold harmless Seller and its directors, officers, employees, and agents from and against all losses, damages, or liabilities, or expenses of whatever nature, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under these Terms, and the cost of pursuing any insurance providers, incurred by Seller (collectively "Losses") in connection with Buyer's handling, storage, disposal of, or use of the Goods in a manner not in compliance with the specifications at the time of delivery or related to Buyer's products which incorporate the Goods.

11. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement or any open purchase order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for 14 days after Buyer's receipt of written notice of nonpayment, (ii) has not otherwise performed or complied with any of these Terms, in whole or in part, or (iii) 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. Intellectual Property. Seller retains all right, title, and interest in and to, and possession of, any know-how, technical information, drawings, specifications or documents ideas, concepts, methods, processes, techniques, and inventions developed or created by or on behalf of Seller and supplied by Seller under these Terms. All such information shall be kept confidential by Buyer and shall not be disclosed to any third party unless and until the same is or becomes public knowledge nor shall any such information be used by Buyer for any purpose other than the purpose of using the Goods without Seller's prior written consent.

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") reasonable 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, (f) national or regional emergency, (g) strikes, labor stoppages or slowdowns, or other industrial disturbances, (h) lack or shortage of or inability to obtain utilities services, equipment, spare parts, materials, transportation, and (i) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall promptly give notice of the Force Majeure Event to the other party, stating the period the occurrence is expected to continue. 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. This Section shall be effective even as to circumstances existing at the time of Seller's quotation or as of the date of the parties' agreement with respect to Buyer's purchase of the Goods.

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 State of Ohio without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Ohio. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed.

19. Arbitration. Any controversy or claim arising out of or relating to this Agreement shall be resolved exclusively by binding arbitration (other than requests for injunctive relief) in accordance with the rules of the American Arbitration Association (AAA) then in effect. The arbitration shall be conducted in Delaware County, Ohio or at such other place as the parties may agree upon, by one person selected from an AAA list using the AAA-recommended selection method. Judgment on any award may be entered in any court having jurisdiction thereof. Each party will bear equally, the costs and expenses of the AAA and the arbitrator, and each party will bear its own costs and expenses; provided, that, the arbitrator may award attorneys' fees and costs to the substantially prevailing party.

20. Notices. All notices, request, 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 personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). 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.

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: Intellectual Property, Governing Law, Arbitration, and Survival.

*Last updated: March 2023*