


The Advancion U.S. Invoice Explained

In the example below of the Invoice from our U.S. corporate entity, the elements highlighted in green will be updated as part of the rebranding and corporate name change of ANGUS Chemical Company to Advancion Corporation. As a reminder, the templates used for, and information presented on the updated Invoice will not change outside of the company name, logo and corporate (U.S.) legal entity information, and Terms & Conditions outlined below. IMPORTANT REMINDER: all payments previously addressed to ANGUS Chemical Company should be addressed to Advancion Corporation following the name change; there are no changes to banking information or other entities.

1

**Advancion**

2

Advancion Corporation
1500 E. LAKE COOK ROAD
BUFFALO GROVE
IL 60089-6553
USA

Page 1 of 4

Invoice	123456789
Date	22JUN2023
Place of issue	BUFFALO GROVE

Customer Order Number	Our Reference
12345	123456789

Ordering Party: 012345

CUSTOMER NAME
1234 HEADQUARTERS AVE
CITY, STATE 012345
USA

Ship to: 012345

CUSTOMER NAME
1234 HEADQUARTERS AVE
CITY, STATE 012345
USA

If you have any questions regarding this document, please contact

NAR_CC@advancionsciences.com

Payer: 12345

Mail/Invoice to: 12345

CUSTOMER NAME
1234 HEADQUARTERS AVE
CITY, STATE 012345
USA

Delivery Terms:

COL / Sterlington, LA

NOTE: ALL INFORMATION SHOWN IS FOR EXAMPLE ONLY.

PaymentTerms/Due date	Remit Payment To:	Currency
NET 30 DAYS FROM INVOICE DATE Up to 22JUL2023 without deduction	PLEASE REFER TO END OF DOCUMENT FOR REMITTANCE INSTRUCTIONS	US Dollar

Item	Quantity and description	Gross Quantity Net Quantity	Unit price	Amount
000010	100.000 KG 311901 CORRGUARD** EXT AMINO ALCOHOL 415 LB STEEL DRUM Delivery note: Shipment No.: VEHICLE NO.:	109.400 KG 100.000 KG	X.XX USD / 1 KG	XXX.XX USD

Tax Amount:

X.XX USD

Total

XXX.XX USD

™ Trademark, Advancion or its subsidiaries, registered in various countries

1
The new Advancion logo will replace the ANGUS Chemical Company logo on all Invoices.

2
If the Invoice billing entity previously referenced ANGUS Chemical Company it will be changed to Advancion Corporation. **(PLEASE NOTE: Invoice billing entities referencing other non-U.S. entities will not change.)**

3
Email addresses will be changed to our new website address / domain name **advancionsciences.com.**

@angus.com email addresses will be forwarded to the new address to ensure continuity of service and communications.

4
The legal trademark footer at the bottom of the Invoice will be updated to reflect the corporate name change to Advancion.

TERMS & CONDITIONS
ADVANCION CORPORATION
1500 EAST LAKE COOK ROAD
BUFFALO GROVE IL 60089-6553 USA

TERMS AND CONDITIONS

The following terms and conditions apply to the sale described by this invoice except to the extent superseded by an applicable written contract executed by Advancion Corporation, a Delaware corporation ("ADVANCION") and Customer, product is being sold on a spot buy basis. Any terms and conditions stated by Customer in any purchase order or document related to the product listed on this invoice which are in conflict, different from, or in addition to the terms and conditions herein shall not be binding unless separately and expressly accepted in writing by ADVANCION. If Product is shipped to a location other than the Customer's facility, the Customer remains fully obligated and subject to the terms and conditions set forth below:

A. ADVANCION'S COMMITMENTS TO CUSTOMER - 1. Product Warranties. The product when shipped will meet ADVANCION's then current product sales specifications ("Specifications"); and ADVANCION will convey the product with good title, free from any lawful lien or encumbrance. **2.** SDS. ADVANCION will supply Customer with current safety data sheets ("SDS").

B. CUSTOMER'S COMMITMENTS TO ADVANCION - 1. Taxes. Customer will pay all taxes and duties, except income taxes, that are increased or levied, now or in the future, in connection with the manufacture, sale, transportation, use or disposal of the product. **2.** Payments/Credit. Customer will pay for the product on the terms described on the front of this invoice. If (i) Customer does not pay on time or (ii) Customer's financial responsibility becomes unsatisfactory and ADVANCION deems itself insecure, then ADVANCION may defer shipments, accelerate the due date on all amounts owed ADVANCION, and/or require cash payments or other security. Customer agrees to pay all of ADVANCION's collection costs including reasonable legal fees and costs. ADVANCION may charge Customer the maximum interest allowed by law on all overdue amounts. **3.** Responsible Practices. Customer will (i) be solely responsible for determining the suitability of product in Customer's formulations and applications prior to use, (ii) familiarize itself with any product literature or information ADVANCION provides under ADVANCION's product stewardship program, including the SDS for each product; (iii) adopt and follow safe and appropriate handling, storage, transportation, use, treatment and disposal practices with respect to the product, and the containers thereof, including such special care and practices as Customer's use of the product requires including, without limitation, all such practices required by federal, state and local government statutes, rules, regulations or ordinances; (iv) provide appropriate warnings to, and instruct, its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, treatment, transportation and disposal of the product, and the containers thereof, including without limitation information contained in ADVANCION's most current SDS; and (v) comply with applicable health, safety, security and environmental laws and take action necessary to avoid spills or other dangers to persons, property or the environment. ADVANCION may immediately suspend product shipments if Customer fails to comply with any of its commitments under this subsection. **4.** Inspection. Customer shall promptly, and in any event prior to use and/or commingling, inspect product shipments for any damage to packaging, shortage or non-conformance to this invoice. All claims for damage to packaging, shortage or non-conformance which could reasonably be discoverable in the course of such investigation shall be waived unless Customer notifies ADVANCION in accordance with Section H. **5.** Indemnity. Customer will indemnify and hold ADVANCION harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Customer's noncompliance with any of its commitments under Sections I.B.3 and I.B.4 above.

C. TITLE AND RISK OF LOSS - Title and risk of loss for all products sold by this invoice will pass to Customer upon delivery to the carrier at ADVANCION's shipping facility, except for cross-border sales, which are governed by the provisions set forth in Section II.C hereof below.

D. TRANSPORTATION - 1. If ADVANCION provides the transportation equipment or pays any of the freight charges, ADVANCION will have the right to designate carriers and routings. When Customer is required to pay any of the freight charges, the charges will be those legally due and payable for the shipment. **2.** Customer will unload and return all transportation equipment to carrier promptly and in no event later than the carrier's rules tariff or contracted period, free of detention charges. Customer will unload and tender ADVANCION's railroad cars to the railroad in accordance with ADVANCION's routing instructions. When product is to be shipped by barges or vessels, additional terms and conditions may apply that are available upon request. ADVANCION may collect its standard detention charge for its equipment if held beyond ADVANCION's allowable time. Carrier or ADVANCION may collect carrier's standard detention charge from Customer for carrier equipment if held beyond carrier's allowable time. **3.** If ADVANCION's transportation equipment arrives at its destination in a damaged condition, Customer will immediately notify the carrier's agent and ADVANCION. Customer is responsible for ADVANCION's transportation equipment which is in its possession, and Customer will be liable to ADVANCION for any damage or destruction thereto.

E. FORCE MAJEURE / EXCUSED PERFORMANCE - Performance is excused when (a) there is any contingency beyond the reasonable control of ADVANCION or Customer (including, for example, war or hostilities, acts of God, accident, fire, explosion, public protest, breakage of equipment, pandemic, government shutdown or shelter-in-place order from any governmental agency, acts of terrorism, activity of a governmental authority (including, for example, the passage of legislation or the failure to grant an export license), or labor difficulties) which interferes with ADVANCION's or Customer's production, supply, transportation or consumption practice; or (b) ADVANCION is unable to obtain raw materials, power or energy on terms ADVANCION deems commercially acceptable. During times when performance is excused, all quantities of affected Product will be eliminated from this invoice without liability and ADVANCION will allocate its supplies of raw materials and product among their various uses in any manner that is fair and reasonable in ADVANCION's sole discretion. ADVANCION will not be obligated to obtain raw materials, intermediates or product from other sources or to allocate raw materials, intermediates or product from ADVANCION's internal use. The foregoing provision shall in no event relieve Customer of its obligation to timely pay in-full a product invoice.

F. EXCLUSION OF ALL OTHER WARRANTIES - THE COMMITMENTS IN SECTION I.A ARE ADVANCION'S SOLE WARRANTIES RESPECTING PRODUCT INCLUDING WITHOUT LIMITATION PRODUCT QUALITY AND PERFORMANCE, AND ARE MADE EXPRESSLY IN LIEU OF AND EXCLUDE ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES PROVIDED BY STATUTE, COMMON LAW OR OTHERWISE.

G. LIMITATION OF LIABILITIES - 1. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS. **2.** CUSTOMER'S EXCLUSIVE REMEDY, AND ADVANCION'S TOTAL LIABILITY, FOR ALL CLAIMS ARISING OUT OF THIS INVOICE (INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY AND TORT) ARE LIMITED TO CUSTOMER HAVING THE OPTION OF REPLACEMENT OR REPAYMENT OF THE PURCHASE PRICE PAID FOR THE PRODUCT WHICH IS THE SUBJECT OF THE CLAIM(S). **3.** CUSTOMER ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE USE OF THE PRODUCT SUPPLIED UNDER THIS INVOICE.

H. NOTICE OF CLAIMS - WITHIN 60 DAYS AFTER CUSTOMER LEARNS, OR SHOULD REASONABLY HAVE LEARNED, OF ANY CLAIM WITH RESPECT TO PRODUCT, CUSTOMER WILL INFORM ADVANCION IN WRITING OF THE CLAIM OR THE CLAIM IS WAIVED.

I. NOTICE REGARDING MEDICAL APPLICATION RESTRICTIONS - ADVANCION will not knowingly sell or sample any product or service into any commercial or developmental application that is intended for: (1) long-term or permanent contact with internal bodily fluids or tissues. "Long-term" is contact which exceeds 72 continuous hours; (2) use in cardiac prosthetic devices regardless of the length of time involved ("cardiac prosthetic devices" include, but are not limited to, pacemaker leads and devices, artificial hearts, heart valves, intra-aortic balloons and control systems, and ventricular bypass-assisted devices); (3) use as a critical component in medical devices that support or sustain human life; or (4) use specifically by pregnant women or in applications designed specifically to promote or interfere with human reproduction. ADVANCION requests that customers considering use of ADVANCION products in medical applications notify ADVANCION so that appropriate assessments may be conducted. ADVANCION does not endorse or claim suitability of its products for specific medical applications. It is the responsibility of the Customer to determine that the ADVANCION product is safe, lawful, and technically suitable for the intended use. ADVANCION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SUITABILITY OF ANY ADVANCION PRODUCT FOR USE IN MEDICAL APPLICATIONS.

J. ASSIGNMENT - This Invoice is not transferable or assignable by Customer without prior written consent of ADVANCION. Customer hereby consents, without further notice from ADVANCION, to ADVANCION's potential future assignment or delegation of some or all of ADVANCION's obligations hereunder to any Affiliate, in which case the Affiliate may effect delivery of product and invoice to Customer directly. In the case of such assignment, all terms and conditions of this invoice shall remain in full force and effect. "Affiliate" means with respect to any entity, any other entity directly or indirectly owning, owned by, or under common ownership with, such entity; for purposes of this definition, "owning", "owned" and "ownership" shall mean the possession, directly or indirectly, of an ownership interest, directly or indirectly through one or more intermediaries, of at least fifty percent as a result of ownership of stock or other voting securities, contractual relationship or otherwise.

K. CHOICE OF LAW - This invoice will be governed by Illinois law without reference to its principles of conflict of laws. Additionally, ADVANCION and Customer hereby submit to the exclusive jurisdiction, for any lawsuit arising out of this invoice, in any state or federal court in the federal Northern District of Illinois.

L. EXPORT - Customer agrees to comply with all export laws of the United States and of any country having jurisdiction over Customer or the transactions contemplated by this invoice.

M. ANTI-BRIBERY / ANTI-CORRUPTION - Each party represents and warrants that it understands and shall comply with the requirements of the U.S. Foreign Corrupt Practices Act and all other applicable anti-bribery and anti-corruption laws of the jurisdictions under which each party is or may be acting hereunder.

N. SEVERABILITY - If any provision of this invoice is declared invalid by any court or government agency, all other provisions shall remain in full force and effect.

O. ENTIRE AGREEMENT - This document constitutes the complete and final agreement between ADVANCION and Customer concerning the products sold by the Invoice, unless the parties have executed an applicable written contract. Any additional or different terms are objected to and will not be binding unless expressly agreed to by ADVANCION in writing.

II. SPECIAL CONDITIONS FOR CROSS BORDER SALES

The following special conditions will apply for cross-border sales:

A. BREAKAGE OR LOSS IN TRANSIT - In case of breakage or loss in transit, Customer have notation of same made on an expense bill before paying freight. All claims must be made within 5 days after receipt of products at port of entry.

B. RETURNABLE CONTAINERS - Each container for which a deposit is charged remains the property of ADVANCION and must not be used for the shipment or storage of any other material. All such containers must be emptied and returned within 120 days from the date of invoice, transportation charges prepaid to the United States of America, ADVANCION's Stirlington, Louisiana facility. If so returned in good condition the deposit charge will be refunded.

C. TITLE AND RISK OF LOSS - For overland shipments from the United States to Canada and Mexico, Product will be delivered, and risk of loss will pass, to Customer in accordance with the Incoterm "Delivered at Place" (DAP) outside the United States and upon the Product crossing the border of the United States and arriving in the territory of the nation where the Product is destined, but prior to Customer's clearance at said nation. For overland shipments from Canada to the United States, Product will be delivered, and risk of loss will pass, to Customer in accordance with the Incoterm "Delivered at Place" (DAP) outside of Canada and upon the Product crossing the border of Canada and arriving in the territory of the United States, but prior to Customer's clearance in the United States. For overseas shipments, Product will be delivered, and risk of loss will pass, to Customer in accordance with the Incoterm "Delivered at Place" (DAP) outside of the United States and Canada, and upon the Product arriving in the territory of the nation where the Product is destined, but prior to Customer's clearance at said nation. "Incoterm" means INCOTERMS 2020, International Chamber of Commerce. Title to Product will be deemed to pass concurrently with risk of loss.


D. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS will not apply.

The Terms & Conditions on the Invoice will be updated to reflect the corporate name change to Advancion. Additional content updates have also been made to the Advancion Terms & Conditions.

The Advancion International Invoice Explained

In the example below of the Invoice from one of our non-U.S. international legal entity, the elements highlighted in green will be updated as part of the rebranding and corporate name change of ANGUS Chemical Company to Advancion Corporation. As a reminder, the templates used for, and information presented on the updated Invoice will not change outside of the company name, logo and corporate (U.S.) legal entity information, and Terms & Conditions outlined below. IMPORTANT REMINDER: all payments previously addressed to ANGUS Chemical Company should be addressed to Advancion Corporation following the name change; there are no changes to banking information or other entities.

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 **Advancion**

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ARUBA CHEMICAL JAPAN LLC
SHIODOME BUILDING 3F
TOKYO 1050022
Japan
TAX NO: 9010703002589

Page 1 of 2
123456789
Date 07JUL2023

Customer Order Number XX-123456	Our Reference
Ordering Party CUSTOMER NAME ##### # ##### ##1-1-1 ##, TOKYO 500-0004 JAPAN	Ship To CUSTOMER NAME ##### ##2-2-2 ##, SAITAMA 500-0004 JAPAN Customer Tax Id: Account No: 12345678
Mail / Invoice to: CUSTOMER NAME ##### # ##### ##1-1-1 ##, TOKYO 500-0004 JAPAN	Delivery Terms: DAP ##
Payment Terms/Due date 0061 NET 30 DAYS EOM Net due to be received by 07AUG2023	Remit Payment To: PLEASE REFER TO END OF DOCUMENT FOR REMITTANCE INSTRUCTIONS Currency US Dollar
Explanation:	

NOTE: ALL INFORMATION SHOWN IS FOR EXAMPLE ONLY.

Item	Quantity and Description	Quantity	Unit Price	Amount
000010	1.000 DR	227.798 KG	XX.XX	XXXX.XX USD
	144736	204.120 KG	USD / 1 KG	
	AN AEPD DRSO450LB			
	Delivery Note:	123456789		
	Shipment No. :	79179		
	Vehicle No. :			
	Country of Origin :	USA		
	Commodity Code :			
		VAT	Sub Total	XXXX.XX USD
		XX.XX %	Base Amount	VAT Amount
			XXXX.XX USD	XXX.XX USD
				XXXX.XX USD

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TM Trademark, Advancion or its subsidiaries, registered in various countries

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For Terms and Conditions of Sale please refer to our website ADVANCIONSCIENCES.com

- 1 The new Advancion logo will replace the ANGUS Chemical Company logo on all Invoices.
- 2 If the Invoice billing entity previously referenced a non-U.S. entity, it will not change. (PLEASE NOTE: Invoice billing entities referencing ANGUS Chemical Company will be changed to Advancion Corporation.)
- 3 The legal trademark footer at the bottom of the Invoice will be updated to reflect the corporate name change to Advancion.
- 4 The Terms & Conditions of Sale will be updated to reflect the corporate name change to Advancion. Additional content updates have also been made to the Advancion Terms & Conditions.

TERMS & CONDITIONS
ADVANCION CORPORATION
1500 EAST LAKE COOK ROAD
BUFFALO GROVE IL 60089-6553 USA

TERMS AND CONDITIONS

The following terms and conditions apply to the sale described by this invoice except to the extent superseded by an applicable written contract executed by Advancion Corporation, a Delaware corporation ("ADVANCION") and Customer, product is being sold on a spot buy basis. Any terms and conditions stated by Customer in any purchase order or document related to the product listed on this invoice which are in conflict, different from, or in addition to the terms and conditions herein shall not be binding unless separately and expressly accepted in writing by ADVANCION. If Product is shipped to a location other than the Customer's facility, the Customer remains fully obligated and subject to the terms and conditions set forth below:

A. ADVANCION'S COMMITMENTS TO CUSTOMER - 1. Product Warranties. The product when shipped will meet ADVANCION's then current product sales specifications ("Specifications"); and ADVANCION will convey the product with good title, free from any lawful lien or encumbrance. **2.** SDS. ADVANCION will supply Customer with current safety data sheets ("SDS").

B. CUSTOMER'S COMMITMENTS TO ADVANCION - 1. Taxes. Customer will pay all taxes and duties, except income taxes, that are increased or levied, now or in the future, in connection with the manufacture, sale, transportation, use or disposal of the product. **2.** Payments/Credit. Customer will pay for the product on the terms described on the front of this invoice. If (i) Customer does not pay on time or (ii) Customer's financial responsibility becomes unsatisfactory and ADVANCION deems itself insecure, then ADVANCION may defer shipments, accelerate the due date on all amounts owed ADVANCION, and/or require cash payments or other security. Customer agrees to pay all of ADVANCION's collection costs including reasonable legal fees and costs. ADVANCION may charge Customer the maximum interest allowed by law on all overdue amounts. **3.** Responsible Practices. Customer will (i) be solely responsible for determining the suitability of product in Customer's formulations and applications prior to use, (ii) familiarize itself with any product literature or information ADVANCION provides under ADVANCION's product stewardship program, including the SDS for each product; (iii) adopt and follow safe and appropriate handling, storage, transportation, use, treatment and disposal practices with respect to the product, and the containers thereof, including such special care and practices as Customer's use of the product requires including, without limitation, all such practices required by federal, state and local government statutes, rules, regulations or ordinances; (iv) provide appropriate warnings to, and instruct, its employees, independent contractors, agents and customers of the precautions and safe use practices required in connection with the unloading, handling, storage, use, treatment, transportation and disposal of the product, and the containers thereof, including without limitation information contained in ADVANCION's most current SDS; and (v) comply with applicable health, safety, security and environmental laws and take action necessary to avoid spills or other dangers to persons, property or the environment. ADVANCION may immediately suspend product shipments if Customer fails to comply with any of its commitments under this subsection. **4.** Inspection. Customer shall promptly, and in any event prior to use and/or commingling, inspect product shipments for any damage to packaging, shortage or non-conformance to this invoice. All claims for damage to packaging, shortage or non-conformance which could reasonably be discoverable in the course of such investigation shall be waived unless Customer notifies ADVANCION in accordance with Section H. **5.** Indemnity. Customer will indemnify and hold ADVANCION harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Customer's noncompliance with any of its commitments under Sections I.B.3 and I.B.4 above.

C. TITLE AND RISK OF LOSS - Title and risk of loss for all products sold by this invoice will pass to Customer upon delivery to the carrier at ADVANCION's shipping facility, except for cross-border sales, which are governed by the provisions set forth in Section II.C. hereof below.

D. TRANSPORTATION - 1. If ADVANCION provides the transportation equipment or pays any of the freight charges, ADVANCION will have the right to designate carriers and routings. When Customer is required to pay any of the freight charges, the charges will be those legally due and payable for the shipment. **2.** Customer will unload and return all transportation equipment to carrier promptly and in no event later than the carrier's rules tariff or contracted period, free of detention charges. Customer will unload and tender ADVANCION's railroad cars to the railroad in accordance with ADVANCION's routing instructions. When product is to be shipped by barges or vessels, additional terms and conditions may apply that are available upon request. ADVANCION may collect its standard detention charge for its equipment if held beyond ADVANCION's allowable time. Carrier or ADVANCION may collect carrier's standard detention charge from Customer for carrier equipment if held beyond carrier's allowable time. **3.** If ADVANCION's transportation equipment arrives at its destination in a damaged condition, Customer will immediately notify the carrier's agent and ADVANCION. Customer is responsible for ADVANCION's transportation equipment which is in its possession, and Customer will be liable to ADVANCION for any damage or destruction thereto.

E. FORCE MAJEURE / EXCUSED PERFORMANCE - Performance is excused when (a) there is any contingency beyond the reasonable control of ADVANCION or Customer (including, for example, war or hostilities, acts of God, accident, fire, explosion, public protest, breakage of equipment, pandemic, government shutdown or shelter-in-place order from any governmental agency, acts of terrorism, activity of a governmental authority (including, for example, the passage of legislation or the failure to grant an export license), or labor difficulties) which interferes with ADVANCION's or Customer's production, supply, transportation or consumption practice; or (b) ADVANCION is unable to obtain raw materials, power or energy on terms ADVANCION deems commercially acceptable. During times when performance is excused, all quantities of affected Product will be eliminated from this invoice without liability and ADVANCION will allocate its supplies of raw materials and product among their various uses in any manner that is fair and reasonable in ADVANCION's sole discretion. ADVANCION will not be obligated to obtain raw materials, intermediates or product from other sources or to allocate raw materials, intermediates or product from ADVANCION's internal use. The foregoing provision shall in no event relieve Customer of its obligation to timely pay in full a product invoice.

F. EXCLUSION OF ALL OTHER WARRANTIES - THE COMMITMENTS IN SECTION I.A ARE ADVANCION'S SOLE WARRANTIES RESPECTING PRODUCT INCLUDING WITHOUT LIMITATION PRODUCT QUALITY AND PERFORMANCE, AND ARE MADE EXPRESSLY IN LIEU OF AND EXCLUDE ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES PROVIDED BY STATUTE, COMMON LAW OR OTHERWISE.

G. LIMITATION OF LIABILITIES - 1. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS. **2.** CUSTOMER'S EXCLUSIVE REMEDY, AND ADVANCION'S TOTAL LIABILITY, FOR ALL CLAIMS ARISING OUT OF THIS INVOICE (INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY AND TORT) ARE LIMITED TO CUSTOMER HAVING THE OPTION OF REPLACEMENT OR REPAYMENT OF THE PURCHASE PRICE PAID FOR THE PRODUCT WHICH IS THE SUBJECT OF THE CLAIM(S). **3.** CUSTOMER ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE USE OF THE PRODUCT SUPPLIED UNDER THIS INVOICE.

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J. ASSIGNMENT - This invoice is not transferable or assignable by Customer without prior written consent of ADVANCION. Customer hereby consents, without further notice from ADVANCION, to ADVANCION's potential future assignment or delegation of some or all of ADVANCION's obligations hereunder to any Affiliate, in which case the Affiliate may effect delivery of product and invoice to Customer directly. In the case of such assignment, all terms and conditions of this invoice shall remain in full force and effect. "Affiliate" means with respect to any entity, any other entity directly or indirectly owning, owned by, or under common ownership with, such entity; for purposes of this definition, "owning", "owned" and "ownership" shall mean the possession, directly or indirectly, of an ownership interest, directly or indirectly through one or more intermediaries, of at least fifty percent as a result of ownership of stock or other voting securities, contractual relationship or otherwise.

K. CHOICE OF LAW - This invoice will be governed by Illinois law without reference to its principles of conflict of laws. Additionally, ADVANCION and Customer hereby submit to the exclusive jurisdiction, for any lawsuit arising out of this invoice, in any state or federal court in the federal Northern District of Illinois.

L. EXPORT - Customer agrees to comply with all export laws of the United States and of any country having jurisdiction over Customer or the transactions contemplated by this invoice.

M. ANTI-BRIBERY / ANTI-CORRUPTION - Each party represents and warrants that it understands and shall comply with the requirements of the U.S. Foreign Corrupt Practices Act and all other applicable anti-bribery and anti-corruption laws of the jurisdictions under which each party is or may be acting hereunder.

N. SEVERABILITY - If any provision of this invoice is declared invalid by any court or government agency, all other provisions shall remain in full force and effect.

O. ENTIRE AGREEMENT - This document constitutes the complete and final agreement between ADVANCION and Customer concerning the products sold by the invoice, unless the parties have executed an applicable written contract. Any additional or different terms are objected to and will not be binding unless expressly agreed to by ADVANCION in writing.

II. SPECIAL CONDITIONS FOR CROSS BORDER SALES

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A. BREAKAGE OR LOSS IN TRANSIT - In case of breakage or loss in transit, Customer have notation of same made on an expense bill before paying freight. All claims must be made within 5 days after receipt of products at port of entry.

B. RETURNABLE CONTAINERS - Each container for which a deposit is charged remains the property of ADVANCION and must not be used for the shipment or storage of any other material. All such containers must be emptied and returned within 120 days from the date of invoice, transportation charges prepaid to the United States of America, ADVANCION's Sterlington, Louisiana facility. If so returned in good condition the deposit charge will be refunded.

C. TITLE AND RISK OF LOSS - For overland shipments from the United States to Canada and Mexico, Product will be delivered, and risk of loss will pass, to Customer in accordance with the Incoterm "Delivered at Place" (DAP) outside the United States and upon the Product crossing the border of the United States and arriving in the territory of the nation where the Product is destined, but prior to Customer's clearance at said nation. For overland shipments from Canada to the United States, Product will be delivered, and risk of loss will pass, to Customer in accordance with the Incoterm "Delivered at Place" (DAP) outside of Canada and upon the Product crossing the border of Canada and arriving in the territory of the United States, but prior to Customer's clearance in the United States. For overseas shipments, Product will be delivered, and risk of loss will pass, to Customer in accordance with the Incoterm "Delivered at Place" (DAP) outside of the United States and Canada, and upon the Product arriving in the territory of the nation where the Product is destined, but prior to Customer's clearance at said nation. "Incoterm" means INCOTERMS 2020, International Chamber of Commerce. Title to Product will be deemed to pass concurrently with risk of loss.

D. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS will not apply.