

# The Advancion U.S. Order Acknowledgement Explained

In the example below of the Order Acknowledgement 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 Order Acknowledgement will not change outside of the company name, logo and corporate (U.S.) legal entity information, and Terms & Conditions outlined below.

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Order Acknowledgement

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<div>2</div> <div>Advancion Corporation 1500 E. LAKE COOK ROAD BUFFALO GROVE IL 60089-6553 USA DE306204285</div>		Document Date 25JAN2023	Order Number 123456789	
		Customer P.O. Number 1234510JAN2023		
Ship-to / Consignee 0123456789 CUSTOMER NAME 1234 HEADQUARTERS AVE CITY, STATE 012345 USA		Sold-To 0123456789 CUSTOMER NAME 1234 HEADQUARTERS AVE CITY, STATE 012345 USA		
Forwarding Agent/Notify Party/End User				
Transport Mode FCL (Full Container)	Shipping Point Warehouse Sterlington LA SH			
Carrier/Drayage		Country Shipped From USA	Country of Destination USA	
Unloading Point Sterlington, LA				
Terms Of Delivery and Payment COL Sterlington, LA NET 30 DAYS FROM INVOICE DATE				
NOTE: ALL INFORMATION SHOWN IS FOR EXAMPLE ONLY.				
Item #	Goods Description/Shipping Marks	Quantity	Unit price	Amount
10	311901 CORRGUARD** EXT AMINO ALCOHOL 415 LB STEEL DRUM <div>Confirmed Delivery Date 21MAR2023</div> <div>Quantity 1,000.000 KG</div> <div>Gross Weight: 1,094.000 KG Net Weight: 1,000.000 KG No Of Pkgs: 1,000.000 Custom Tariff nbr - Exports:</div>	1000.000 KG	X.XX USD/1 KG	XXXX.XX USD
Subtotal				XXXX.XX USD
Total				XXXX.XX USD
Shipping Marks :				

- 1
- If the order was previously placed to ANGUS Chemical Company it will be changed to Advancion Corporation.  
**(PLEASE NOTE: Orders placed to other non-U.S. entities will not change.)**
- 2
- The new Advancion logo will replace the ANGUS Chemical Company logo on all Order Acknowledgements.

## TERMS AND CONDITIONS OF SALE

**1. CERTAIN DEFINITIONS.** "ADVANCION" means Advancion Corporation, a Delaware corporation with its headquarters located at 1500 E. Lake Cook Road, Buffalo Grove, Illinois 60089 U.S.A., or any of its direct or indirect foreign subsidiaries or other Affiliates. "Customer" means the purchaser of Product(s) from under these Terms. "Price" means the price set by ADVANCION for a Product. "Product" means any product sales specifications to which these Terms apply. "Terms" means these Terms and Conditions of Sale, which may be found on ADVANCION's website at [WWW.ADVANCIONSCIENCES.COM](http://WWW.ADVANCIONSCIENCES.COM).

**2. ADVANCION'S COMMITMENTS.** 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. ADVANCION will notify Customer if the Specifications are changed. ADVANCION will supply Customer with current safety data sheets ("SDS").

**3. CUSTOMER'S COMMITMENTS.** (a) Taxes. Customer will pay all taxes and duties that are increased or levied, now or in the future, in connection with the manufacture, sale, transportation, use or disposal of the Product. (b) Payments/Credit. Unless there is a contract signed by ADVANCION or purchase order acknowledgment to the contrary, Customer will pay to ADVANCION the Price for the Product(s) net 30 days from invoice date. Time of payment is of the essence. If (1) Customer does not pay on time or (2) 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, require cash payments or other security and/or terminate these Terms, in each case without liability and without waiving any other remedies ADVANCION may have against Customer. Customer agrees to pay all of ADVANCION's collection costs, including prompt payment of reasonable legal fees and costs. ADVANCION may charge Customer the maximum interest allowed by law on all overdue amounts. (c) 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 and/or terminate these Terms on fifteen (15) days' notice if Customer fails to comply with any of its commitments under this subsection. (d) 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 these Terms. All claims for damage to packaging, shortage or non-conformance which could reasonably be discoverable in the course of such inspection shall be waived unless Customer notifies ADVANCION in accordance with Section 5. (e) Indemnity. Customer will indemnify and hold ADVANCION harmless for all claims, damages and related costs, including prompt payment of reasonable legal fees and costs, arising out of Customer's noncompliance with any of its commitments under subsection c) and d) above. (f) No Reselling. Customer understands and acknowledges that it is not engaged as a distributor, reseller, repackager, or relabeler of the Product(s), and that any distributing, reselling, repackaging, or relabeling of the Product(s) by Customer is prohibited, unless otherwise agreed in writing by ADVANCION.

**4. CHANGES TO TERMS.** ADVANCION may increase Price, change transportation terms, change payment terms, and/or change the notice provision, by giving Customer at least fifteen (15) days' prior notice. These changes will be deemed accepted unless Customer objects in writing before the effective date of the change. ADVANCION shall advise Customer within fifteen (15) days from receipt of timely written objection from Customer whether ADVANCION shall: (a) continue to supply Product on terms and conditions in effect prior to the announced change; (b) enter into negotiations with Customer; or (c) delete affected Product from these Terms. If ADVANCION elects to enter into negotiations as allowed under b) above, and if, within thirty (30) days from the date of ADVANCION's notice of change, a written agreement between the parties has not been reached and ADVANCION has not agreed to continue to supply on the terms and conditions in effect prior to the announced change, then either party may, upon written notice to the other party, terminate the negotiations and delete the affected Product from these Terms. Unless otherwise agreed in writing as part of the negotiations, price and other terms applicable during the negotiating period shall be those which ADVANCION implemented by its initial notice. A Temporary Voluntary Allowance ("TVA"), from the current Price of any Product may be instituted, changed, or withdrawn by ADVANCION at any time, with or without notice, and shall not be deemed a change of Price.

**5. 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 authority, 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, and/or labor union interference with the Property, 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 these Terms without liability and ADVANCION will allocate its supplies of raw materials and Product among their various uses in any manner that ADVANCION determines is fair and reasonable in its sole discretion, but these Terms will otherwise remain in effect. 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 provisions do not relieve Customer of its obligation to timely pay in full a Product invoice.

**6. EXCLUSION OF ALL OTHER WARRANTIES.** THE WARRANTIES IN THE FIRST SENTENCE OF SECTION 2 ABOVE ARE ADVANCION'S SOLE WARRANTIES RESPECTING PRODUCT, INCLUDING WITHOUT LIMITATION PRODUCT QUALITY AND PERFORMANCE, AND ARE MADE EXPRESSLY IN LIEU OF AND EXCLUDE 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.

**7. LIMITATION OF LIABILITIES.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S EXCLUSIVE REMEDY, AND ADVANCION'S TOTAL LIABILITY, FOR ALL CLAIMS ARISING OUT OF THESE TERMS (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). CUSTOMER ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE USE OF THE PRODUCT SUPPLIED UNDER THESE TERMS.

**8. NOTICE OF CLAIMS.** ALL CLAIMS RELATING TO QUALITY, QUANTITY, WEIGHT, CONDITION, AND LOSS OR DAMAGE TO THE PRODUCT CONTAINED IN ANY DELIVERY, AND ALL OTHER CLAIMS ARISING IN CONNECTION WITH THESE TERMS, WILL BE WAIVED BY CUSTOMER UNLESS MADE IN WRITING TO ADVANCION WITHIN SIXTY (60) DAYS AFTER EITHER (a) TENDER OF DELIVERY TO, AND REFUSAL TO ACCEPT DELIVERY BY, CUSTOMER, (b) ACCEPTANCE OF DELIVERY BY CUSTOMER, (c) THE DATE(S) SPECIFIED FOR DELIVERY, OR (d) THE DATE ON WHICH CUSTOMER BECOMES AWARE, OR SHOULD BECOME AWARE, OF THE FACTS ON WHICH SUCH CLAIM IS BASED, WHICHEVER SHALL OCCUR OR APPLY IN ADVANCION'S SOLE DISCRETION.

**9. ASSIGNMENT.** (a) These Terms are not transferable or assignable either party without prior written consent of the non-assigning party except that Customer hereby consents, without further notice from ADVANCION, to ADVANCION's potential future assignment or delegation of (i) some or all of ADVANCION's obligations hereunder to any Affiliate, in which case the Affiliate may effect delivery of the Product and invoice Customer directly, or (ii) these Terms and all of ADVANCION's rights and obligations hereunder, on a product-by-product basis, to any Affiliate. (b) In the event Customer transfers its business involving Product under these Terms, through a sale or transfer of stock or assets, the new owner(s), as a condition of the sale or transfer and subject to ADVANCION's express written consent pursuant to Section 9(a), shall be obligated by Customer to assume all of Customer's obligations under these Terms relating to the affected Product. (c) "Affiliate" means with respect to any entity, any other entity directly or indirectly owned, 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 (50%) as a result of ownership of stock or other voting securities, contractual relationship or otherwise. (d) If these Terms are assigned in accordance with Sections 9(a) or 9(b), all of these Terms shall remain in full force and effect.

**10. SHIPPING/TRANSFER OF TITLE/RISK OF LOSS.** (a) The shipping terms contained in any sales contract signed by ADVANCION or purchase order acknowledgment for the Product shall govern with respect to transfer of title and risk of loss of such Product from ADVANCION to Customer. However, the following shipping terms shall apply only if the sales contract or purchase order acknowledgment is silent on shipping terms. For overseas shipments, Product will be delivered, and title and risk of loss shall transfer to Customer in accordance with INCOTERMS 2020 FCA ADVANCION's shipping facility. For overseas shipments, Product will be delivered, and title and risk of loss will pass, to Customer in accordance with the INCOTERMS 2020 CIF when delivered on board the ship by ADVANCION. (b) Unless otherwise directed by Customer, Customer agrees that ADVANCION shall select the carrier and pre-pay the freight and insurance, which shall be charged to Customer plus an administrative fee. Unless specified otherwise, Customer is responsible for clearance of the Product through customs at the port of destination, along with all duties, taxes and fees in connection therewith. (c) Unless otherwise specified in a sales contract signed by ADVANCION, or purchase order acknowledgment, title to Product shall be deemed to pass concurrently with delivery in accordance with the applicable INCOTERMS 2020 designation. Delivery times are approximate and are dependent upon prompt receipt by ADVANCION of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Customer shall so notify ADVANCION within ten (10) days after receipt.

**11. ADVANCION INTELLECTUAL PROPERTY.** Customer acknowledges that all formulas, trademarks and copyrights relating to the Property are the property of ADVANCION. Customer shall not take any action that infringes upon any trademark, copyright, patent, or other intellectual property of ADVANCION. In addition, Customer shall not use any trademark of ADVANCION on or in relation to any product not originating from ADVANCION. Customer shall not use any trademark of ADVANCION on or in relation to any Product which Customer repacks or re-labels for resale (with ADVANCION's written permission pursuant to Section 3(f)) without obtaining written authorization from ADVANCION, specifying the terms and conditions of such use. If Customer uses any product trademark of ADVANCION in any price list, advertisement or product literature, Customer shall identify the trademark as a "Trademark of Advancion Corporation (ADVANCION)" or an affiliated company of ADVANCION.

**12. GENERAL.** (a) In the event of any conflict between any terms in this document and in any sales contract signed by ADVANCION or purchase order acknowledgment, the terms of such sales contract or purchase order acknowledgment shall prevail. Except for the foregoing, however, this document, together with its attachments and addenda, constitutes the complete and final agreement between Customer and ADVANCION regarding Product, and supersedes all prior understandings and agreements, whether written or oral, as to the subject matter herein. This document may be modified only by a written amendment, expressly stated as such, signed by both parties. (b) This Agreement is executed in English. In the event this Agreement is translated into a language or languages other than English, this version in English shall be controlling on all questions or interpretations and performance. (c) The rights and obligations under Sections 3, 6, 7, 8, 10, 11, and 12 will survive the cancellation, termination or expiration of these Terms. (d) Notwithstanding anything to the contrary contained herein, Customer shall defend, indemnify and hold ADVANCION harmless from and against all claims, liabilities, costs and expenses (including, but not limited to, those related to injury to or death of Customer's employees, and including prompt payment of reasonable legal fees) arising from or connected with any third party claims related to injury to or death of any person or persons, or damage to or loss of property in any way arising from or connected with the possession, handling, processing or use of the Product(s) by Customer, except those resulting solely from the use of Product(s) not conforming to the contracted Specifications, which non-conformity was not known to Customer. (e) The failure of a party to exercise its rights on one occasion, including the obligation to supply Product, shall not be deemed to be a waiver of the right to exercise those rights in the future. (f) If any provision of these Terms is declared invalid by any court or government agency, all other provisions shall remain in full force and effect. (g) 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. (h) These Terms will be governed by the law of the country from which the ADVANCION invoice originates ("Governing 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 these Terms, in any court located in a major city of the country of the Governing Law that is closest to the applicable ADVANCION principal or registered office ("Jurisdiction"). The U.N. Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) or any successor thereto is expressly excluded, unless a court of competent jurisdiction in the country in which the lawsuit is brought prohibits these Terms from being governed by the Governing Law, in which case these Terms will be governed by the U.N. Convention on Contracts for the International Sale of Goods or any successor thereto. The Uniform Law on the International Sale of Goods, as well as the Uniform Law on the Formation of Contracts for the International Sale of Goods, is expressly excluded. (i) Customer agrees to comply with all export laws of the country from which the Product originates ("ADVANCION's domicile") and all import laws of any country having jurisdiction over Customer or the transactions contemplated by these Terms. (j) ADVANCION is subject to application of the export control laws of ADVANCION's domicile. In this capacity ADVANCION may be prohibited from directly or indirectly exporting and/or selling products, or allowing third parties to directly or indirectly sell products, into certain embargoed countries or to certain restricted or denied customers under the export control laws of ADVANCION's domicile. Prohibited transactions include any transaction in which Product(s) are shipped to or through the embargoed countries or which involve the restricted or denied customers. Customer shall not directly or indirectly, sell or export the Product(s) to any of these embargoed, restricted or denied persons, entities or countries, nor sell or otherwise transfer any such Product to any customer under circumstances where it has knowledge or reason to believe that the Product will be sold or exported to any such embargoed, restricted or denied person, entity or country. The Customer further certifies that, to the best of its knowledge, the Product sold and delivered by ADVANCION will not in any way be used for purposes that are prohibited under national and international regulations. (k) Shipping and delivery dates are approximate and are given by ADVANCION in good faith, but are not guaranteed. Customer shall be responsible for all storage and other costs relating to Customer's failure to accept delivery pursuant hereto. (l) In the event that Customer files or has filed against it a petition for relief under the insolvency laws, receivership laws, bankruptcy laws, or the equivalent laws of any jurisdiction, ADVANCION, in its sole discretion, shall have the right to stop any shipments of the Product or any other goods then in transit to Customer, and thereby exercise an immediate right of possession thereto.

# The Advancion International Order Acknowledgement Explained

In the example below of the Order Acknowledgement from one of our non-U.S. international legal entities, 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 Order Acknowledgement will not change outside of the company name, logo and corporate (U.S.) legal entity information, and Terms & Conditions outlined below.

1

Order Acknowledgement

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ARUBA BRASIL PRODUTOS QUÍMICOS LTDA		2		Document Date 03MAY2023	Order Number 123456789
R CONCEICAO DE MONTE ALEGRE, 107 SAO PAULO 04563-060 Brazil 29667227000509		Advancion		Customer P.O. Number 123456789 16APR2023	
Ship-to / Consignee CUSTOMER NAME 1234 HEADQUARTERS AVE CITY, STATE 012345 COUNTRY		0123456789		Sold-To CUSTOMER NAME 1234 HEADQUARTERS AVE CITY, STATE 012345 COUNTRY	
Forwarding Agent/Notify Party/End User		3			
Transport Mode Air - Cargo		Shipping Point Advancion MARIMEX Whse			
Carrier/Drayage		Country Shipped From Brazil		Country of Destination Brazil	
Unloading Point SÃO BERNARDO DO CAMPO, SP					
Terms Of Delivery and Payment CPT SÃO BERNARDO DO CAMPO, SP NET 30 DAYS FROM INVOICE DATE					
NOTE: ALL INFORMATION SHOWN IS FOR EXAMPLE ONLY.					
Item #	Goods Description/Shipping Marks	Quantity	Unit price	Amount	
10	149033 AMP-95** 2-AMINO-2-METHYL-1-PROPANOL 420 LB DRUM  Confirmed Delivery Date 18MAY2023  1.000 KG  Gross Weight: 1.090 KG Net Weight: 1.000 KG No Of Pkgs: 1.000 Custom Tariff nbr - Exports: BR COFINS offset 1.05- BR PIS offset 0.23- ICMS offset 2.48-  Subtotal Total	1.000 KG	XX.XX BRL/1 KG	XX.XX BRL	
Shipping Marks :				X.XX BRL X.XX BRL	

- 1
- If the order was previously placed to a non-U.S. entity, it will not change. **(PLEASE NOTE: orders placed to ANGUS Chemical Company will be changed to Advancion Corporation.)**
- 2
- The new Advancion logo will replace the ANGUS Chemical Company logo on all Order Acknowledgements.
- 3
- Shipping points that previously referenced ANGUS will change to Advancion. **(PLEASE NOTE: orders placed with a shipping point of our Ibbenbüren plant will continue to be referenced as ANGUS Chemie GmbH.)**



## TERMS AND CONDITIONS OF SALE

**1. CERTAIN DEFINITIONS.** "ADVANCION" means Advancion Corporation, a Delaware corporation with its headquarters located at 1500 E. Lake Cook Road, Buffalo Grove, Illinois 60089 U.S.A., or any of its direct or indirect foreign subsidiaries or other Affiliates. "Customer" means the purchaser of Product(s) from under these Terms. "Price" means the price set by ADVANCION for a Product. "Product" means any product sales specifications to which these Terms apply. "Terms" means these Terms and Conditions of Sale, which may be found on ADVANCION's website at [WWW.ADVANCIONSCIENCES.COM](http://WWW.ADVANCIONSCIENCES.COM).

**2. ADVANCION'S COMMITMENTS.** 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. ADVANCION will notify Customer if the Specifications are changed. ADVANCION will supply Customer with current safety data sheets ("SDS").

**3. CUSTOMER'S COMMITMENTS.** (a) Taxes. Customer will pay all taxes and duties that are increased or levied, now or in the future, in connection with the manufacture, sale, transportation, use or disposal of the Product. (b) Payments/Credit. Unless there is a contract signed by ADVANCION or purchase order acknowledgment to the contrary, Customer will pay to ADVANCION the Price for the Product(s) net 30 days from invoice date. Time of payment is of the essence. If (1) Customer does not pay on time or (2) 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, require cash payments or other security and/or terminate these Terms. In each case without liability and without waiving any other remedies ADVANCION may have against Customer. Customer agrees to pay all of ADVANCION's collection costs, including prompt payment of reasonable legal fees and costs. ADVANCION may charge Customer the maximum interest allowed by law on all overdue amounts. (c) 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 and/or terminate these Terms on fifteen (15) days' notice if Customer fails to comply with any of its commitments under this subsection. (d) 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 with the Terms. 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 8. (e) Indemnity. Customer will indemnify and hold ADVANCION harmless for all claims, damages and related costs, including prompt payment of reasonable legal fees and costs, arising out of Customer's noncompliance with any of its commitments under subsection c) and d) above. (f) No Reselling. Customer understands and acknowledges that it is not engaged as a distributor, reseller, repackager, or relabeler of the Product(s), and that any distributing, reselling, repackaging, or relabeling the Product(s) by Customer is prohibited, unless otherwise agreed in writing by ADVANCION.

**4. CHANGES TO TERMS.** ADVANCION may increase Price, change transportation terms, change payment terms, and/or change the notice provision, by giving Customer at least fifteen (15) days' prior notice. These changes will be deemed accepted unless Customer objects in writing before the effective date of the change. ADVANCION shall advise Customer within fifteen (15) days from receipt of timely written objection from Customer whether ADVANCION shall: (a) continue to supply Product on terms and conditions in effect prior to the announced change; (b) enter into negotiations with Customer; or (c) delete affected Product from these Terms. If ADVANCION elects to enter into negotiations as allowed under b) above, and if, within thirty (30) days from the date of ADVANCION's notice of change, a written agreement between the parties has not been reached and ADVANCION has not agreed to continue to supply on the terms and conditions in effect prior to the announced change, then either party may, upon written notice to the other party, terminate the negotiations and delete the affected Product from these Terms. Unless otherwise agreed in writing as part of the negotiations, price and other terms applicable during the negotiating period shall be those which ADVANCION implemented by its initial notice. A Temporary Voluntary Allowance ("TVA"), from the current Price of any Product may be instituted, changed, or withdrawn by ADVANCION at any time, with or without notice, and shall not be deemed a change of Price.

**5. 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 authority, 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 and/or labor strikes 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 its supplies of raw materials and Product among their various uses in any manner that ADVANCION determines is fair and reasonable in its sole discretion, but these Terms will otherwise remain in effect. 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 provisions do not relieve Customer of its obligation to timely pay in-full a Product Invoice.

**6. EXCLUSION OF ALL OTHER WARRANTIES.** THE WARRANTIES IN THE FIRST SENTENCE OF SECTION 2 ABOVE ARE ADVANCION'S SOLE WARRANTIES RESPECTING PRODUCT, INCLUDING WITHOUT LIMITATION PRODUCT QUALITY AND PERFORMANCE, AND ARE MADE EXPRESSLY IN LIEU OF AND EXCLUDE 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.

**7. LIMITATION OF LIABILITIES.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S EXCLUSIVE REMEDY, AND ADVANCION'S TOTAL LIABILITY, FOR ALL CLAIMS ARISING OUT OF THESE TERMS (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). CUSTOMER ASSUMES ALL RISKS AND LIABILITIES RESULTING FROM THE USE OF THE PRODUCT SUPPLIED UNDER THESE TERMS.

**8. NOTICE OF CLAIMS.** ALL CLAIMS RELATING TO QUALITY, QUANTITY, WEIGHT, CONDITION, AND LOSS OR DAMAGE TO THE PRODUCT CONTAINED IN ANY DELIVERY, AND ALL OTHER CLAIMS ARISING IN CONNECTION WITH THESE TERMS, WILL BE WAIVED BY CUSTOMER UNLESS MADE IN WRITING TO ADVANCION WITHIN SIXTY (60) DAYS AFTER EITHER (a) TENDER OF DELIVERY TO, AND REFUSAL TO ACCEPT DELIVERY BY, CUSTOMER, (b) ACCEPTANCE OF DELIVERY BY CUSTOMER, (c) THE DATE(S) SPECIFIED FOR DELIVERY, OR (d) THE DATE ON WHICH CUSTOMER BECOMES AWARE, OR SHOULD BECOME AWARE, OF THE FACTS ON WHICH SUCH CLAIM IS BASED, WHICHEVER SHALL OCCUR OR APPLY IN ADVANCION'S SOLE DISCRETION.

**9. ASSIGNMENT.** (a) These Terms are not transferable or assignably either party without prior written consent of the non-assigning party except that Customer hereby consents, without further notice from ADVANCION, to ADVANCION's potential future assignment or delegation of (i) some or all of ADVANCION's obligations hereunder to any Affiliate, in which case the Affiliate may effect delivery of the Product and Invoice Customer directly, or (ii) these Terms and all of ADVANCION's rights and obligations hereunder, on a product-by-product basis, to any Affiliate. (b) In the event Customer transfers its business involving Product under these Terms, through a sale or transfer of stock or assets, the new owner(s), as a condition of the sale or transfer and subject to ADVANCION's express written consent pursuant to Section 9(a), shall be obligated by Customer to assume all of Customer's obligations under these Terms relating to the affected Product. (c) "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 (50%) as a result of ownership of stock or other voting securities, contractual relationship or otherwise. (d) If these Terms are assigned in accordance with Sections 9(a) or 9(b), all of these Terms shall remain in full force and effect.

**10. SHIPPING/TRANSFER OF TITLE/RISK OF LOSS.** (a) The shipping terms contained in any sales contract signed by ADVANCION or purchase order acknowledgment for the Product shall govern with respect to transfer of title and risk of loss of such Product from ADVANCION to Customer. However, the following shipping terms shall apply only if the sales contract or purchase order acknowledgment is silent on shipping terms. For overland shipments, Product will be delivered, and title and risk of loss shall transfer to Customer in accordance with INCOTERMS 2020 FCA ADVANCION's shipping facility. For overseas shipments, Product will be delivered, and title and risk of loss will pass, to Customer in accordance with the INCOTERMS 2020 CIF when delivered on board the ship by ADVANCION. (b) Unless otherwise directed by Customer, Customer agrees that ADVANCION shall select the carrier and pre-pay the freight and insurance, which shall be charged to Customer plus an administrative fee. Unless specified otherwise, Customer is responsible for clearance of the Product through customs at the port of destination, along with all duties, taxes and fees in connection therewith. (c) Unless otherwise specified in a sales contract signed by ADVANCION, or purchase order acknowledgment, title to Product shall be deemed to pass concurrently with delivery in accordance with the applicable INCOTERMS 2020 designation. Delivery times are approximate and are dependent upon prompt receipt by ADVANCION of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Customer shall so notify ADVANCION within ten (10) days after receipt.

**11. ADVANCION INTELLECTUAL PROPERTY.** Customer acknowledges that all formulations, trademarks and copyrights relating to the Products are the property of ADVANCION. Customer shall not take any action that infringes upon any trademark, copyright, patent, or other intellectual property of ADVANCION. In addition, Customer shall not use any trademark of ADVANCION on or in relation to any product not originating from ADVANCION. Customer shall not use any trademark of ADVANCION on or in relation to any Product which Customer repacks or re-labels for resale (with ADVANCION's written permission pursuant to Section 3(f)) without obtaining written authorization from ADVANCION, specifying the terms and conditions of such use. If Customer uses any product trademark of ADVANCION in any price list, advertisement or product literature, Customer shall identify the trademark as a "Trademark of Advancion Corporation (ADVANCION)" or an affiliated company of ADVANCION.

**12. GENERAL.** (a) In the event of any conflict between any terms in this document and in any sales contract signed by ADVANCION or purchase order acknowledgment, the terms of such sales contract or purchase order acknowledgment shall prevail. Except for the foregoing, however, this document, together with its attachments and addenda, constitutes the complete and final agreement between Customer and ADVANCION regarding Product, and supersedes all prior understandings and agreements, whether written or oral, as to the subject matter herein. This document may be modified only by a written amendment, expressly stated as such, signed by both parties. (b) This Agreement is executed in English. In the event this Agreement is translated into a language or languages other than English, this version in English shall be controlling on all questions or interpretations and performance. (c) The rights and obligations under Sections 3, 6, 7, 8, 10, 11, and 12 will survive the cancellation, termination or expiration of these Terms. (d) Notwithstanding anything to the contrary contained herein, Customer shall defend, indemnify and hold ADVANCION harmless from and against all claims, liabilities, costs and expenses (including, but not limited to, those related to injury to or death of Customer's employees, and including prompt payment of reasonable legal fees) arising from or connected with any third party claims related to injury to or death of any person or persons, or damage to or destruction of property in any way arising from or connected with the possession, handling, processing or use of the Product(s) by Customer, except those resulting solely from the use of Product(s) not conforming to the contracted Specifications, which non-conformity was not known to Customer. (e) The failure of a party to exercise its rights on one occasion, including the obligation to supply Product, shall not be deemed to be a waiver of the right to exercise those rights in the future. (f) If any provision of these Terms is declared invalid by any court or government agency, all other provisions shall remain in full force and effect. (g) 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. (h) These Terms will be governed by the law of the country from which the ADVANCION invoice originates ("Governing 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 these Terms, in any court located in a major city of the country of the Governing Law that is closest to the applicable ADVANCION principal or registered office ("Jurisdiction"). The U.N. Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) or any successor thereto is expressly excluded, unless a court of competent jurisdiction in the country in which the lawsuit is brought prohibits these Terms from being governed by the Governing Law, in which case these Terms will be governed by the U.N. Convention on Contracts for the International Sale of Goods or any successor thereto. The Uniform Law on the International Sale of Goods, as well as the Uniform Law on the Formation of Contracts for the International Sale of Goods, is expressly excluded. (i) Customer agrees to comply with all export laws of the country from which the Product originates ("ADVANCION's domicile") and all import laws of any country having jurisdiction over Customer or the transactions contemplated by these Terms. (j) ADVANCION is subject to application of the export control laws of ADVANCION's domicile. In this capacity ADVANCION may be prohibited from directly or indirectly exporting and/or selling products, or allowing third parties to directly or indirectly sell or export products, into certain embargoed countries and to certain restricted or denied customers under the export control laws of ADVANCION's domicile. Prohibited transactions include any transaction in which Product(s) are shipped to or through the embargoed countries or which involve the restricted or denied customers. Customer shall not directly or indirectly, sell or export the Product(s) to any of these embargoed, restricted or denied persons, entities or countries, nor sell or otherwise transfer any such Product to any customer under circumstances where it has knowledge or reason to believe that the Product will be sold or exported to any such embargoed, restricted or denied person, entity or country. The Customer further certifies that, to the best of its knowledge, the Product sold and delivered by ADVANCION will not in any way be used for purposes that are prohibited under national and international regulations. (k) Shipping and delivery dates are approximate and are given by ADVANCION in good faith, but are not guaranteed. Customer shall be responsible for all storage and other costs relating to Customer's failure to accept delivery pursuant hereto. (l) In the event that Customer files or has filed against it a petition for relief under the insolvency laws, receivership laws, bankruptcy laws, or the equivalent laws of any jurisdiction, ADVANCION, in its sole discretion, shall have the right to stop any shipments of the Product or any other goods then in transit to Customer, and thereby exercise an immediate right of possession thereto.