



TERMS & CONDITIONS OF PURCHASE

1. Unless the parties have executed a separate formal written agreement, these Terms & Conditions of Purchase, together with Buyer's purchase order ("PO"), form the agreement under which Buyer agrees to purchase goods and services (the "Products") from Seller (this "Contract"). The list of Products to be purchased, including Product numbers; (b) the quantity of each of the Products ordered; (c) the unit price for each of the Products to be purchased (the "Price"); (d) the date quoted for delivery (the "Delivery Date"); (e) the location for delivery of the Products (the "Delivery Location") and (f) Buyer's billing address are made under the terms and conditions of this Contract and supersede all prior quotations and agreements. Buyer's purchase of the Products from Seller is expressly conditioned upon Seller's acceptance of this Contract, without variance. Terms or conditions other than those stated herein, whether contained in Seller's order acknowledgement, invoice, delivery ticket or other document, whether submitted contemporaneously or in the future, that purports to vary the terms and conditions of this Contract are expressly rejected by Buyer and will not be binding upon Buyer unless signed by an officer of Buyer. All negotiations, proposals and representations of the subject matters covered herein are merged herein, and this writing constitutes the complete and exclusive statement of the same. This Contract may only be modified in a writing signed by an officer of Buyer. Seller's fulfillment of the PO constitutes acceptance of this Contract.

2. Buyer may cancel the PO at any time prior to shipment. Buyer may at any time, by written instructions issued to Seller (each a "Change Order"), order changes to the Products. Upon receipt of a Change Order Seller submit to Buyer a firm cost proposal for the Change Order. If Buyer accepts such cost proposal, Seller will proceed with the changed services subject to the cost proposal and this Contract.

3. The Price of the Products is the price stated in the PO. If no Price is included in the PO, the Price will be the lowest of the price set out in Seller's published price list in force as of the date of the PO or those quoted to any of Seller's customers prior to completion of this Contract. Unless otherwise specified in the PO, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including all sales, use or excise taxes. No Price increase is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

4. Seller will issue an invoice to Buyer on or any time after the completion of each delivery and only in accordance with this Contract. Buyer will pay all properly invoiced amounts due to Seller within the time frame stated in the PO, except for any amounts disputed by Buyer in good faith. If Seller offers a discount for timely or early payment, time will be computed from the later of the date of actual delivery or Buyer's receipt of a valid invoice, until Buyer's payment is transferred electronically or placed in post. Without prejudice to any other right or remedy, Buyer reserves the right to set off any amount owed to it by Seller against any amount payable to Seller under this Contract. In the event of a payment dispute, Buyer will deliver a written statement to Seller prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items. The parties will seek to resolve all such disputes expeditiously and in good faith.

5. The terms of sale under this Contract will be governed by Incoterms 2020. Seller acknowledges that time is of the essence with respect to Seller's obligations under this Contract and the timely delivery of the Products in the correct quantity on the Delivery Date. If any delivery is threatened to be delayed, Seller will promptly provide notice to Buyer's purchasing department of such delay or threatened delay. If Seller fails to deliver the Products in full on the Delivery Date, Buyer may terminate this Contract immediately by providing written notice to Seller, and Seller will indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Products on the Delivery Date. In the event of termination pursuant to this paragraph, Buyer will have the right, in addition to any other rights and remedies conferred by law or under this Contract, to procure goods and/or services similar to those terminated, and Seller will be liable to Buyer for any excess costs for such similar goods and/or services. Seller will deliver all Products to the Delivery Location during Buyer's normal business hours or as otherwise instructed by Buyer. Seller will pack all goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Products are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material will be made at Seller's risk of loss and expense. For all shipments of Products, the PO number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the PO. Palletized Products will be identified by marking on each side of the pallet. Except as otherwise provided in this Contract, Seller retains all title and risk of loss of all Products, work in process and other property of Seller used in the performance of the PO, and the same will pass to Buyer only upon delivery of the Products at the Delivery Location.

6. In addition to any remedies that may be provided under this Contract, Buyer may terminate this Contract with immediate effect upon written notice to Seller, either before or after the acceptance of the Products, if Seller has not performed or complied with any of this Contract, in whole or in part. If the Seller 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, then the Buyer may terminate this Contract upon written notice to Seller. If Buyer terminates the Contract for any reason, Seller's sole and exclusive remedy is payment for the Products received by Buyer prior to the termination.

7. The PO, as well as all non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential", in connection with this Contract is confidential, solely for the purpose of performing this Contract, and may not be disclosed or copied unless authorized in advance by Buyer in writing. Upon Buyer's request, Seller will promptly return all documents and other materials received from Buyer. Buyer will be entitled to injunctive relief for any violation of this Section.

8. Buyer has the right to inspect the Products on or after the Delivery Date. If Buyer rejects any Products, Buyer has the right, upon written notice to Seller, to (a) rescind this Contract in its entirety; (b) accept the Products at a reasonably reduced Price; or (c) require replacement of the rejected Products. If Buyer requires replacement of the Products, any Products rejected will be held for disposition at the expense and risk of Seller, and Seller will promptly replace the nonconforming or defective Products and pay for all related expenses, including, but not limited to, transportation charges for return and delivery of replacements. If Seller fails to timely deliver replacement Products, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Contract for cause pursuant to Section 13. Any inspection or other action by Buyer under this Section will not affect Seller's obligations under this Contract, and Buyer has the right to conduct further inspections after completion of remedial actions. If Buyer accepts Products at quantities different from the quantity ordered, the Price will be adjusted on a pro-rata basis.

9. Seller warrants to Buyer that for a period of 1 year from the date the Products are placed in use, all Products will (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer, if any; (c) be free and clear of all liens, security interests or other encumbrances; and (d) not infringe or misappropriate any third party's intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Products by Buyer. The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Products with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller will, at its own cost and expense, promptly replace or repair the defective or nonconforming Products and pay for all related expenses, including, but not limited to, transportation charges for the Products' return to Seller and the delivery of repaired or replacement Products to Buyer.

10. Seller will comply with all applicable laws, regulations and ordinances. Seller will maintain in effect all licenses, permissions, authorizations, consents and permits necessary to carry out its obligations under this Contract, and Seller will, upon request, furnish to the Buyer certificates or other documents verifying the same. Seller will comply with all anti-corruption, anti-bribery, and export and import laws of all countries involved in the sale of the Products under this Contract or any resale of the Products by Seller. Seller assumes all responsibility for shipments of Products requiring any government import clearance. Buyer may terminate this Contract if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

11. Seller will defend, indemnify and hold harmless Buyer and Buyer's parent company, their subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with (a) the Products purchased from Seller; (b) Seller's negligence or willful misconduct; and (c) any claim that Indemnitees' use or possession of the Products infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Seller will not enter into any settlement relating to the matters in this paragraph without Buyer's prior written consent.

12. Except for Seller's indemnification obligations or Seller's liability for fraud, IN NO EVENT WILL EITHER PARTY OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS PURCHASE CONTRACT.

13. This Contract will be governed and interpreted in accordance with the laws of the jurisdiction of Buyer's headquarters. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THE PRODUCT WARRANTY OR THIS PURCHASE CONTRACT. This Contract constitutes the entire agreement between Buyer and Seller with respect to the sale of Products supplied hereunder. Waiver by a party of any provision hereof in one instance will not constitute a waiver as to any other instance. If any provision of this Contract is unenforceable, invalid or illegal, such provision will be deemed stricken from this Contract and the remaining provisions will remain in full effect.



TERMS & CONDITIONS OF SALE

1. The sale of products ("Products") to the "Buyer" identified on the Product purchase order (the "PO"), are exclusively governed by these Terms & Conditions of Sale and Seller's price list (collectively, these "Terms") both of which form a part of Seller's acknowledgement of each PO (the "Order Acknowledgment"), as well as any PO terms related to Product prices, quantity, specifications, delivery schedules, and locations that match or otherwise align with the Order Acknowledgment (the "Accepted PO Portion"). Seller reserves the right to increase any price in the event of increased costs beyond Seller's reasonable control including, without limitation, government tariffs, and energy, labor and raw material costs, or modifications to the Specifications (defined herein). When Buyer issues a PO or accepts the Products, Buyer accepts these Terms, and any additional or different terms or modifications to these Terms proposed by Buyer, whether in the PO or otherwise, are expressly rejected by Seller. Seller's issuance of an Order Acknowledgment constitutes Seller's acceptance of the Accepted PO Portion subject to the express conditions that Buyer assent to such additional and different terms herein and acknowledge that these Terms and each Accepted PO Portion and Order Acknowledgment constitute the entire agreement between the parties (the "Contract"), and Buyer will be deemed to have so assented and acknowledged unless Buyer notifies Seller to the contrary in writing within 10 days following receipt of the Order Acknowledgment. These Terms do not apply if the parties have executed a separate formal written agreement.

2. Seller has sole discretion to determine if it will accept a PO from Buyer. Seller will consider Buyer's requests for changes to a PO; however, Seller may charge fees for changes involving Products (a) not stocked as a standard item; (b) not packed in standard cartons or packages; or (c) for which special manufacturing or fabrications are involved. POs with indefinite delivery dates may be accepted upon the understanding that Seller will have the right to fill the PO as it sees fit in the course of its manufacturing schedules and to hold the Products for Buyer's account at Buyer's expense and risk pending receipt of definite shipping instructions and, where required, of governmental authorization. Products may be returned to Seller for credit only if permission for such return is granted by Seller in accordance with its return policy. Special orders (i.e., private label or special packaging) cannot be returned for a credit once the PO has been placed.

3. Unless different terms of payment are stated in the Order Acknowledgment, Buyer will pay in USD, without offset, all invoiced amounts within 30 days following the date of Seller's invoice. Seller may charge and collect interest at the rate of 1.5% per month or the maximum rate permitted by law for overdue amounts, whichever is less. Seller may, among other remedies in equity and at law, including the right of setoff, either terminate the Contract or to suspend further deliveries in the event Buyer fails to make any payment when it is due. Seller reserves the right to require full or partial payment in advance based on Seller's opinion of Buyer's credit or financial condition. Except where otherwise prohibited by law, all applicable sales, excise, use or similar taxes or charges for the sale of Products will be in addition to the stated price and paid by Buyer.

4. Seller will inspect the Products prior to shipment to confirm that they comply with the terms of the Contract and the Product materials, qualities and components which comprise the Product, including, but not limited to, size, technical standards, storage requirements, quality standards, shelf-life and any other pertinent features of the Product (the "Specifications"). Buyer will have a period of 15 days to inspect the Products following physical receipt by Buyer ("Inspection Period") and either (a) approve and accept the Products as delivered; or (b) notify Seller of any nonconforming Products on or before the expiration of the Inspection Period, stating with specificity all defects and nonconformities, and furnishing such other written evidence or other documentation as may be reasonably required by Seller (including the subject Products, or a representative sample thereof, which Buyer contends are nonconforming Products).

5. Products will be delivered EXW – Seller's facility (Incoterms 2020) unless a different shipping method is stated on the Order Acknowledgment. Buyer takes title and risk of loss to the Products upon delivery, and expenses will thereafter rest upon Buyer including without limitation all risks and expenses incurred in the storage and transportation of the Products and all insurance charges, fees, taxes, customs, duties and other governmental charges or levies and all other expenses whatsoever thereafter incurred with respect to the Products. Delivery dates are estimated and are subject to change. Seller may make delivery in installments, each of which may be separately invoiced and paid as billed without regard to subsequent deliveries. Delay in delivery of any installment will not relieve Buyer of its obligation to accept remaining installments. Seller will use reasonable efforts to deliver Products on time, but will not be liable for any expenses or damages incurred as a result of late delivery. Any special freight charges on shipments outside of the US will be as specified on the Order Acknowledgment or on the price list for the Products. In the event of any general increase in freight costs or any ruling or regulation affecting freight rates which results in increased freight costs, Seller may, at its option, increase the price for the Products to reflect such additional freight costs without advance notice. All Products are shipped in nonrefundable containers.

6. Buyer is solely responsible for determining the suitability of the use for the Products. Buyer agrees that Seller is not responsible for any loss, damage or injury to person or property arising out of Buyer's purchase, possession, or use of any Products supplied by Seller. Buyer will comply with the Specifications and all applicable laws relating to the use, storage and/or handling of the Products. Buyer will indemnify Seller against any and all losses, damages, liabilities, claims, suits, costs and expenses, including reasonable attorney's fees and court costs ("Claims") which may be brought against, suffered or incurred by Seller as a result of any personal injury (including death) and/or any property damage arising out of or connected with the utilizing, handling, storing, transporting, or other use or resale of the Products.

7. Product warranties are delivered with the Product or posted on Seller's website (the "Limited Warranty"). If requested by Seller, Buyer will promptly return to Seller all unconsumed Products alleged by Buyer to be materially defective, and Seller will pay freight thereon. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS WARRANTY OR CONTRACT. SELLER WILL NOT BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE GOODS, INCONVENIENCE, OR DAMAGES OF ANY TYPE, WHETHER DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL (INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOSS OF REVENUE OR PROFIT, ECONOMIC LOSS, PROPERTY DAMAGE OR WORK STOPPAGE AND INCLUDING ATTORNEYS' FEES).

8. Each party agrees to indemnify, defend and hold harmless the other party and its affiliates, successors and permitted assigns and their respective agents and representatives against any and all Claims asserted against the indemnified party in relation to (a) failure by the indemnifying party to perform its duties under the Contract and/or observe the terms and conditions contained therein, including incurring in any breach of a representation, warranty or covenant; (b) for damages to property and/or injury or death to the extent the damage, injury or death is caused by the negligent act or omission (including recklessness or willful misconduct) of the indemnifying party; (c) failure by the indemnifying party or its representatives to materially comply with any applicable laws; and (d) disclosure or unauthorized use of the indemnified party's intellectual property or confidential information by the indemnifying party.

9. With the exception of payment and confidentiality obligations, neither party will be liable if its performance is delayed or made impossible or commercially impracticable due to acts of God, unusually severe weather, civil commotion, terrorism, military authority, war, riot, fire, labor trouble or strikes, unavailability of materials or components, explosion, breakdown or accident, delay in transportation, plant shutdown, compliance with governmental requests, laws, regulations, order or actions, unforeseen circumstances, or causes beyond such party's reasonable control.

10. The Contract will be governed and interpreted in accordance with the laws of the jurisdiction of Seller's headquarters. Any action against Seller for breach of contract, breach of warranty or otherwise must be commenced within 1 year after the cause of action has accrued. Buyer will be obligated to Seller for all costs and expenses (including reasonable attorney's fees and expenses and fees for collection agencies) incurred by Seller in collecting any amounts not timely paid by Buyer hereunder or in exercising any of its other rights hereunder. The parties hereby mutually agree that neither party will seek a jury trial in any lawsuit, proceeding, counterclaim, or any other litigation procedure based upon or arising out of the Contract.

11. Buyer agrees that all formula and technical and pricing information relating to the Products are confidential and proprietary to Seller and that Buyer is purchasing the Products solely for use and consumption by Buyer or its customers, as applicable, and not for analysis, reverse engineering resale or other distribution to third parties, all of which are strictly prohibited. Buyer will not disclose any confidential or proprietary information about Seller or the Products to any other person or use any such information for any purpose other than Buyer's purchase and use of the Products. Buyer will not provide samples or extra Products to any third parties.

12. Buyer agrees to comply at all times with the requirements prescribed from time to time by Seller or its third-party licensors with respect to the use or display of Seller's trademarks (and specifically Shell, Pecten and other trademarks licensed to Seller). In particular, Buyer agrees to comply Seller's Brand Standards (as same are provided or otherwise communicated to Buyer from time to time) and will include in any public or media statements or releases which involve the use or display of Seller's trademarks a clearly legible footnote in the following form, or such other form as may be approved by Seller in writing in its absolute discretion: "[Buyer's Name] is a Shell licensee and uses Shell trademarks under license. The views expressed in this release or statement are made by [Buyer's Name] and are not made on behalf of, nor do they necessarily reflect the views of, any company of the Shell Group of Companies."

13. The parties will comply with applicable federal, state, local and international laws, orders, rules, regulations and ordinances, governing the export/import and sale of the Products, including all applicable laws related to commerce, environmental, health and occupational safety, employment and labor, US and other foreign bribery and corruption (i.e., Foreign Corrupt Practices Act, anti-boycott measures, export/import control and economic sanctions and embargoes, international customs requirements and the local laws in countries of import. Unless otherwise agreed in writing, Buyer will be responsible for compliance with applicable statutory and regulatory requirements relating to chemicals during Buyer's import, shipping, storage, export, distribution, application and use of Products. If Buyer exports, re-exports, diverts, stores, transfers, distributes, applies, uses or imports the Products, Buyer assumes responsibility for obtaining any export/import authorizations and for complying with any required registration and/or disclosures relating to chemicals. Unless otherwise agreed, Seller will not be responsible for regulatory and other legal compliance with respect to goods made by Buyer which incorporate the Products or to any use of the Products by Buyer other than as covered by the Limited Warranty.

14. The Contract constitutes the entire agreement between Buyer and Seller with respect to the sale of Products supplied hereunder. Waiver by a party of any provision hereof in one instance will not constitute a waiver as to any other instance. If any provision of the Contract is unenforceable, invalid or illegal, such provision will be deemed stricken from the Contract and the remaining provisions will remain in full effect.