

FUCHS LUBRICANTS CO. – TERMS AND CONDITIONS OF SALE (CANADA)

1. CONTRACT. All sales of products and/or services (collectively, “**Products**”) by Fuchs Lubricants Canada Ltd. (“**Seller**”) are subject to these terms and conditions (“**Terms**”) and not to any additional or different terms contained in any of buyer’s request for proposal, purchase order or other document provided by buyer (“**Buyer**”) to Seller herewith or other forms, or in any other correspondence from Buyer. No such additional or different terms or conditions will be of any force or effect. These Terms, along with any executed bilateral agreement between Seller and Buyer, shall be referred to herein as the “**Contract**” and will be the entire agreement between Seller and Buyer on the subject of the transaction described herein and therein, superseding all prior written and oral communications and negotiations; there are no conditions to the Contract that are not so contained or incorporated.

2. PRODUCT QUANTITY; ORDERS. Neither Buyer’s acceptance of this offer nor any conduct by Seller (including but not limited to shipment of Products) will oblige Seller to sell to Buyer any quantity of Products in excess of the quantity that Buyer has committed to purchase from Seller at the time of such acceptance or conduct. No order or release shall be binding upon Seller until received and accepted by Seller in its sole discretion. For the avoidance of doubt, Seller may reject any orders placed by Buyer that are not within Seller’s standard lead times or will be subjected to Seller’s standard upcharges unless expressly waived in writing. No accepted offer may be cancelled or altered by Buyer except upon terms and conditions accepted by Seller in writing.

3. DELIVERY AND CLAIMS. Delivery dates identified in the Contract are approximate and Seller shall not be responsible for any damage of any kind resulting from any delay. Unless otherwise provided in the Contract, Products shall be delivered to Buyer F.O.B. Seller’s facility (as that term is defined in the Ontario *Sale of Goods Act*, R.S.O. 1990, c. S.1) or for ultimate destinations outside of Canada, EXW Seller’s facility (as the latter shipping term is defined in Incoterms 2020). Delivery of Products to the carrier will constitute delivery to Buyer, and regardless of shipping terms or freight payment, Buyer will bear all risk of loss or damage in transit. Title of the Products shall transfer to Buyer upon such delivery unless otherwise set forth in the Contract. For deliveries made in Seller owned or leased equipment, Buyer will be responsible for the payment of demurrage or detention charges if Buyer holds Seller’s equipment for longer than the allowable free time for delivery notified by Seller. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein; all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment will not relieve Buyer of its obligations to accept remaining deliveries. Shipment quantity will be determined in accordance with Seller’s usual filling and weighing practices, with Seller’s quantity determination governing.

4. PRICE; TAXES. Unless otherwise provided in the Contract, the price for each Product will be as quoted by Seller, and such quoted price shall be subject to change at any time without notice to Buyer. All prices listed in Seller’s publications (including on Seller’s website) are intended as a source of general information only and not as an offer to sell, and all prices contained therein are subject to confirmation by formal quotation by Seller. Seller may adjust the price for the Products for any reason until thirty (30) calendar days prior to the delivery date of the Products. Notwithstanding the foregoing, the prices for Products can be adjusted at any time upon ten (10) calendar days’ written notice to Buyer due to governmental actions, including the levying of tariffs that adjust costs; such price adjustments will be effective regardless of any fixed or firm pricing commitments, Product pricing adjustment limitations, or other price adjustment timing restrictions set forth in the Contract. If Seller is prevented by law, regulation or governmental action from increasing or continuing any price already in effect under the Contract, Seller may immediately terminate the Contract upon notice to Buyer. Under no circumstances will Seller be obligated to provide most favored customer pricing to Buyer. All prices, and amounts payable, under the Contract are in Canadian Dollars unless otherwise specified in writing. Buyer shall be responsible for and shall pay to Seller all applicable taxes, fees, levies, imports, duties, withholdings or other charges (including any interest and penalties thereon), including without limitation applicable Goods and Services Tax (GST), Harmonized Sales Tax (HST), or any provincial sales taxes, if any imposed on or measured by the transaction between Buyer and Seller in addition to the prices quoted or invoiced. In

the event Seller is required to pay any such taxes or other charges, Buyer will reimburse Seller therefor on demand.

5. PAYMENT TERMS. All payment terms set forth in these Terms are subject to Seller’s approval of Buyer’s credit, in Seller’s discretion; if such approval is withheld, payment will be due in advance of Seller’s performance. Except as otherwise provided in the Contract or preceding sentence, payment is due net 25 calendar days from the date of Seller’s invoice unless otherwise agreed to by the parties in writing. Seller shall further have the right to charge interest at the rate of two percent (2%) per month (or the maximum interest rate allowable by law, if lower), and/or off-set any amounts due from Seller to Buyer (whether or not under the Contract) in the event that Buyer fails to pay any amount due hereunder in accordance with the payment terms specified herein. Chronic payment delays by the Buyer will be a material breach allowing Seller to terminate the Contract under Section 9. Further, Seller reserves the right, without any liability to Buyer, to: (a) change the foregoing or other terms of payment extended to Buyer, or reduce or cancel Buyer’s credit, if Seller, in Seller’s sole discretion, determines that the quality of Buyer’s credit is deteriorating, or that Buyer otherwise presents a credit risk to Seller; (b) suspend and refuse shipment of Products in the event Buyer’s account is past due, and/or (c) reject any future or pending orders while Buyer’s account is past due. Any such change in payment terms may be applied to current and future orders and/or releases.

6. CHANGES; DISCONTINUANCES. Seller may at any time (a) make such changes in design and construction of Products, components, ingredients or parts as Seller deems appropriate and/or (b) discontinue the manufacture or sale of any or all of the Products (“**Discontinued Products**”), without notice to Buyer. Any Products so changed or modified shall be considered Products hereunder in fulfillment of Seller’s obligations. Seller may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority, or nonavailability of materials from suppliers. Seller may allow Buyer to submit a final order for any Discontinued Products or provide Buyer with alternative or replacement products.

7. CREDIT; STORAGE. Credits issued by Seller to Buyer on account of returns, allowances or otherwise (“**Credits**”) are valid only if issued in writing by Seller. All Credits must be utilized by Buyer against the purchase of Products from Seller within one year of the Credit’s issuance date or the Credits shall be rescinded by Seller and forfeited by Buyer. In no event shall Credits, whether or not utilized within the aforesaid period, be refundable in cash or have any cash value whatsoever. Seller shall have the right to apply all outstanding credits against amounts that may be due from Buyer to Seller at any time and from time to time. If production or shipment of completed Products, or other Seller performance, is delayed by Buyer, Seller may immediately invoice, and Buyer will pay, the percentage of the purchase price corresponding to the percentage of completion. In addition, Buyer will compensate Seller for storage of completed Products or work in process during any such delay, whether stored at Seller’s facility or an independent storage company’s facilities.

8. INSPECTION; CLAIMS. Buyer shall inspect Products within seven (7) calendar days of Buyer’s receipt of the Products. Buyer will be deemed to have inspected and accepted all delivered Product unless written notice of rejection is provided within such seven (7) day period, it being understood that Buyer shall be entitled to reject Product only if such Product is not in conformance with the warranties set forth in Section 10 of these Terms. Claims for shortages, non-delivery or other errors in delivery must be made in writing to Seller within seven (7) calendar days after Buyer’s receipt, and failure to give such notice will constitute unqualified acceptance and a waiver of all such claims by Buyer, except to the extent such waiver is not enforceable under the *Ontario Sale of Goods Act* or other applicable law. Seller may, at its sole discretion, consider warranty claims for significant defects reported beyond this period if documentation supports the initial non-conformance. Claims for loss of or damage to Products in transit must be made to the carrier, and not to Seller.

9. TERMINATION BY SELLER. In addition to any other rights of Seller to terminate or suspend the Contract, Seller may, upon written notice to Buyer, immediately terminate or suspend all or any part of the Contract

without any liability to Buyer, (a) if Buyer (i) repudiates, breaches, or threatens to breach any of the terms of the Contract, (ii) fails to accept or threatens not to accept Products in accordance with the Contract and the parties cannot agree upon another date for delivery, or (iii) fails to make timely payment, or (b) upon the occurrence or threat of insolvency or bankruptcy of Buyer, or the making of a proposal or filing under the *Bankruptcy and Insolvency Act (Canada)*, or the commencement of proceedings under the *Companies' Creditors Arrangement Act (Canada)*, or the appointment of a receiver or receiver-manager over any of Buyer's assets. Seller reserves the right to initiate a dispute resolution meeting at its discretion before proceeding with termination, providing an opportunity for Buyer to remedy issues within ten (10) calendar days, if the issues are curable. Failure to resolve issues to Seller's satisfaction may result in immediate termination. Upon termination of the Contract by Seller: (A) Seller will be relieved of any further obligation to Buyer; (B) Buyer will be liable to Seller for the immediate payment of amounts then billed to date by Seller to Buyer; (C) Buyer will purchase and pay Seller immediately for all unique raw materials, work in process and finished goods under the Contract; (D) Buyer will reimburse Seller for any unreimbursed and unamortized research and development costs, capital equipment, and supplies that are unique to the Products; and (E) Buyer will immediately reimburse Seller for all preparation and other expenses incurred by Seller or its subcontractors in connection with the Contract and for all other losses or costs arising from termination.

10. WARRANTIES. (a) Seller warrants for the Warranty Period (as defined below), that each Product, upon delivery to Buyer, meets Seller's published specifications, shall be free from defects in material and workmanship and generally fit for the use as specified by Seller in the Product's original, unmodified and delivered form and when used in accordance with Seller's instructions. Seller also warrants that it will comply with all laws and governmental rules, regulations and orders applicable in the jurisdiction where the Products are manufactured. The Warranty Period begins on the date the Products are delivered to Buyer and extends for the published shelf life of the Product or the period of time specified by Seller to Buyer for the Product from time to time ("**Warranty Period**"). Notwithstanding the foregoing, where Products are identified as developmental, sample, pilot, or test lot, or are sold after Seller has identified them as scrap, non-specification, off-specification, wide spec, non-prime or the like, they are given or sold to the Buyer "**AS IS**" at Buyer's own risk, with no warranty whatsoever (to the extent permitted by applicable law). **Buyer agrees it is solely responsible for determining the suitability of the Products it selects for any intended purpose and acknowledges that it has not relied on any representations by or from Seller regarding the suitability for use of any Products in any intended application.** If, within the Warranty Period, any such Products shall be proved to Seller's satisfaction to be defective, Seller shall, at its option: (i) replace the Product at Seller's expense and risk of loss, or (ii) refund or credit to Buyer the price paid by Buyer for such defective Products. Such replacement, refund, or credit (whichever Seller determines, in its discretion, to provide) shall be Seller's sole obligation and Buyer's exclusive remedy for any deficiency in Products furnished hereunder (subject to any non-waivable statutory rights of Buyer), and shall be conditioned upon Buyer's return of such Products to Seller at Seller's request. (b) Seller warrants that any services it provides hereunder will be performed in a manner consistent with customary practice in its industry. Should a failure to conform to this warranty appear within thirty (30) calendar days after completion of any services, and, if promptly notified thereof in writing, Buyer's sole and exclusive remedy (and Seller's sole and exclusive liability) for any breach shall be for Seller to either (i) re-perform the services, or (ii) provide Buyer with a refund of that portion of amounts paid by Buyer to Seller for the defective services (whichever Seller determines, in its discretion, to provide).

11. THE WARRANTIES SET FORTH IN SECTION 10 ARE THE ONLY WARRANTIES PROVIDED BY SELLER AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER MAKES NO OTHER WARRANTIES OF ANY NATURE WHATSOEVER REGARDING THE PRODUCTS OR SERVICES, AND EXCLUDES ANY (X) IMPLIED

WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND (Y) ANY WARRANTY REGARDING SHELF LIFE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. Buyer may not expand or otherwise give any warranty to its customers with respect to the Products other than as set forth herein. If Buyer resells Products and/or provides a warranty in excess of that provided to Buyer, Buyer shall indemnify and hold Seller harmless for any claims made by Buyer's customer as a result of such sale and additional warranties.

12. INDEMNITY. Buyer shall indemnify, defend and hold harmless Seller and its affiliates and its and their officers, agents, and employees from and against any and all losses, damages (including damages arising from personal injury or death), liabilities, costs, and expenses (including solicitors' fees on a substantial indemnity basis) that may arise out of Buyer's acts or omissions, including, but not limited to: (a) any breach by Buyer of the Contract, (b) any violation by Buyer of any law, rule or regulation, including but not limited to any violation of the Export Control Laws, (c) resale of the Products by Buyer, (d) any negligence or willful misconduct of Buyer, and/or (e) any claim of patent, trademark, copyright or trade secret infringement, or infringement or any other proprietary rights of third parties to the extent that any Products are manufactured in accordance with drawings, designs or specifications proposed or furnished by Buyer and/or its affiliates. Seller shall give Buyer written notice of any claim for which indemnification is sought under the Contract, provided that the failure to give such written notice shall not, however, relieve Buyer of its indemnification obligations, except and only to the extent that Buyer forfeits rights or defenses by reason of such failure. Seller, may, at Seller's option, assume and control the defense of the claim, and in such case, Buyer shall indemnify Seller from and against losses, damages, costs, and expenses (including solicitors' fees, court fees, and other defense costs) incurred by Seller in defending such claims. If Seller decides not to assume the defense of a claim, then Buyer shall assume and control the defense of such claim, at Buyer's expense and by Buyer's own counsel (which counsel shall be subject to the approval of Seller, which approval will not be unreasonably withheld or delayed); provided that Seller shall have the right to participate in the defense of any claims with counsel selected by it at Seller's expense. Seller and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any claims. Notwithstanding any other provision of the Contract, Buyer shall not consent to the entry of any judgement or enter into any settlement of any claims without the prior written consent of Seller.

13. LIMITATION OF LIABILITY. BUYER'S EXCLUSIVE REMEDY AND SELLER'S EXCLUSIVE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF THE CONTRACT, SELLER'S MANUFACTURE, PERFORMANCE OF SERVICES AND SUPPLY OF PRODUCTS HEREUNDER, OR FOR NON-DELIVERY, WHETHER SUCH CLAIM OR LIABILITY IS BASED ON NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, OR ANY OTHER LEGAL BASIS, SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH SUCH CLAIM IS MADE (PLUS TRANSPORTATION COSTS, IF ANY, PAID BY BUYER FOR SUCH PRODUCTS). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, AND (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ABOVE LIMITATIONS ON LIABILITY WILL REMAIN IN FULL FORCE AND EFFECT EVEN IF IT IS FOUND THAT BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. The liability of Seller to Buyer, whether in contract, warranty, tort (including negligence and strict liability) or otherwise, is exclusively limited to the remedies expressly provided under the terms of the Contract, in lieu of any and all other remedies at law or in equity. No suit or action shall be brought against Seller more than one (1) year after Buyer's discovery the Product gave rise to the claim.

Nothing in the Contract shall exclude or restrict either Buyer's or Seller's liability for any matter that may not be excluded or limited as a matter of applicable law. This Section 13 will survive delivery of the Products and termination of the Contract.

14. REMEDIES. In the event that Buyer breaches any term or condition of the Contract, Buyer shall reimburse Seller for all costs and expenses related to Seller's pursuit of payment for any claim in any way arising from such breach, including but not limited to reasonable solicitors' fees on a substantial indemnity basis. All rights, privileges and remedies afforded the Seller shall be deemed cumulative and not exclusive, and the exercise of any one of such remedies shall not be deemed a waiver of any other right, privilege or remedy.

15. EXCUSES FOR NONPERFORMANCE. Either Seller or Buyer will be excused from the obligations of the Contract (except a party's obligation to pay) to the extent that performance is delayed or prevented by any circumstance (except financial) reasonably beyond its control (whether foreseeable or unforeseeable), including, without limitation, acts of God, fire, earthquake, flood, accident, explosion, epidemic, pandemic, or quarantine, acts of war or terrorism, mechanical breakdown, strikes or other labor trouble, plant shutdown, unavailability of or interference with the usual means of transporting the Products, defaults of common carriers, inability to obtain necessary labor, materials or manufacturing facilities at a commercially reasonable price, or compliance with any law, regulation, order, recommendation or request of any governmental authority (each a "**Force Majeure Event**"). The party invoking this Section for delayed or nonperformance hereunder shall give prompt written notice of, and utilize reasonable efforts to terminate or remove, or overcome the delay or prevented performance due to the Force Majeure Event. Notwithstanding anything in the Contract to the contrary, if a Force Majeure Event prevents, delays or otherwise interferes with Seller's delivery or completion of the Product which would cause the cost of the Product to exceed the total purchase price, Seller shall be under no obligation to deliver the Product unless Buyer agrees to pay the additional costs incurred by Seller in connection with such Force Majeure Event to complete delivery of the Product. Further, notwithstanding anything in the Contract to the contrary, if there is a shortage of any goods, components or raw materials from any of Seller's sources, Seller shall not be obligated to purchase such goods, components and raw materials from another source in order to perform the Contract and may apportion its available Products among its customers and its own internal uses in such manner as it, in its sole judgment, finds appropriate in good faith. Quantities of Products not shipped as a result of excused performance will be deducted from any applicable remaining quantity obligation without liability.

16. GOVERNMENT CONTRACTS. If the provision of Products by Seller under accepted orders is subject to mandatory provisions of Canadian federal or provincial law concerning contracts or subcontracts with or for the benefit of the Government of Canada, any provincial government or any agency thereof, Buyer shall so notify Seller in advance of order acceptance specifying the mandatory provisions of U.S. or state law which apply. Seller shall be entitled to equitably adjust the price of the Products to comply with any such mandatory provisions.

17. NOTICES. Notice by either Seller or Buyer will be made only in writing and delivered, and will be considered given as of (a) on the date it was hand delivered, (b) the business day immediately following the day on which it is deposited with a recognized overnight courier (postage or charges prepaid), or (c) three (3) business days after being deposited with the Canada Post (postage or charges prepaid).

18. CONFIDENTIAL INFORMATION. Any and all designs, drawings, sketches, models, blueprints, plans, or samples; devices, machinery, specifications, part numbers, bills of materials, prices, facility or factory information, or business and financial records; processes, techniques, expertise, plans, and projections; and other similar information, items, documents, and materials made available by Seller or its affiliates to Buyer or its affiliates, or otherwise acquired, obtained or developed by Buyer under or in connection with these Terms (collectively, the

"**Confidential Information**") are and at all times shall remain the exclusive property of Seller. "Confidential Information" shall not include any item of information that Buyer can demonstrate by documentary evidence: (a) is or has become public knowledge, whether by publication or otherwise, through no act, omission or fault of Buyer or any of its employees, officers, directors, agents or affiliates, or (b) is disclosed to Buyer by a third party who is in lawful, rightful possession of the information and who has the legal right to make disclosure thereof without confidentiality restrictions. During the Confidentiality Period, Buyer agrees that it shall not (i) make any use whatsoever of the Confidential Information except for the purpose(s) specified in these Terms, or (ii) disclose the Confidential Information to any third party. The "**Confidentiality Period**" shall mean the period beginning on the date of disclosure to Buyer and ending three (3) years after the date that Seller accepts the last purchase order submitted by Buyer, except that the parties' obligations with respect to Confidential Information that constitutes trade secrets under applicable law will continue until the date on which such information no longer constitutes trade secrets under applicable law. Buyer acknowledges and agrees that money damages for any and all breaches of Buyer's obligations under this Section are both incalculable and insufficient and that any such breach would irreparably harm Seller. Therefore, in the event of an actual or prospective breach of any such obligation, Seller shall be entitled to seek a permanent and/or preliminary injunction to prevent or remedy such breach and shall have the right to specific enforcement of this Section against Buyer in addition to any other remedies to which Seller may be entitled at law or in equity.

19. INTELLECTUAL PROPERTY. Seller retains exclusive rights to all intellectual property (including, without limitation, patents, trademarks, registered designs, and any rights to apply for the same, copyright, design rights, database rights, rights in and to confidential information and know-how), and any rights analogous to the same anywhere in the world and existing at any time in Products or arising out of or relating to the design or manufacture of Products, any improvements to the Products or the provision of services. Buyer shall not use Seller's intellectual property for purposes outside the scope of the Contract without Seller's explicit written consent. Nothing in the Contract grants to Buyer any right, title or interest in or to Seller's intellectual property.

20. NO RETURNS. Except as otherwise agreed to in writing by Seller, no Products will be accepted for return.

21. COMPLIANCE Buyer agrees the obligations stipulated in the Contract shall be performed in an ethical manner, using sound business practices and in accordance with applicable law, including but not limited to, laws prohibiting commercial bribery, improper payments to public officials and money laundering. Buyer hereby represents that neither Buyer nor any parent, subsidiary or affiliate of Buyer is included on any of the sanctioned or restricted party lists maintained by the Government of Canada, including, but not limited to the lists maintained under the *Special Economic Measures Act* (Canada), the *Justice for Victims of Corrupt Foreign Officials Act* (Canada), and the *United Nations Act* (Canada). Buyer shall immediately notify Seller if Buyer, or any parent, subsidiary or affiliate of Buyer becomes listed on any such restricted party list or if Buyer's export privileges are otherwise denied, suspended, or revoked in whole or in part by any Canadian or non-Canadian government entity or agency. Buyer agrees to submit compliance certifications annually upon Seller's request. Buyer hereby represents that neither Buyer nor any parent, subsidiary or affiliate engages in actions prohibited by Canadian anti-corruption laws and regulations, including the *Corruption of Foreign Public Officials Act* (Canada), and applicable provisions of the *Criminal Code* (Canada). Buyer hereby represents that neither Buyer nor any parent, subsidiary or affiliate engages in actions prohibited by laws relating to prohibitions on the use of forced, prison, child, or indentured labor. Buyer hereby represents that Buyer and all parents, subsidiaries and affiliates of Buyer follow and are in compliance with all applicable Canadian laws governing the classification, valuation, duties, origination, and marking of products, as well as any requirements under the *Canada-United States-Mexico Agreement* (CUSMA) and any other applicable free trade agreements.

Buyer acknowledges that it is aware of, understands, and has complied with and will comply with all applicable Canadian and foreign anti-corruption laws in the performance of the Contract, including without limitation, the *Corruption of Foreign Public Officials Act* (Canada), the U.K. Bribery Act of 2010, the U.S. Foreign Corrupt Practices Act of 1977, and similarly applicable anti-corruption and anti-bribery laws. Buyer agrees that no one acting on its behalf will give, offer, agree, or promise to give, or authorize the giving directly or indirectly, of any money or other thing of value to anyone as an unlawful inducement or reward for favorable action or forbearance from action or the exercise of unlawful influence to any foreign public official or to any other person or entity in a corrupt or improper effort to obtain or retain business or any commercial advantage. Improper payments, bribes, kickbacks, or other unlawful provisions to any person are prohibited under the Contract. Any failure by Buyer to comply with the foregoing provisions shall be considered a breach of the Contract subject to damages and any other remedies available under these Terms and at law including, without limitation, the right of the non-breaching party to immediately terminate the Contract. To the extent Buyer conducts business in the U.S., Buyer hereby represents that neither Buyer nor any parent, subsidiary or affiliate engages in actions prohibited by laws relating to terrorism or money laundering, including, without limitation, the Currency and Foreign Transactions Reporting Act of 1970 (31 U.S.C. 5311 et. seq., (the Bank Secrecy Act)), as amended by Title III of the USA PATRIOT Act, the Trading with the Enemy Act, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (66 Fed. Reg. 49079) and any other enabling legislation, executive order, or regulations issued pursuant or relating thereto.

22. IMPORT/EXPORT CONTROLS. Buyer agrees to comply with all applicable laws and regulations of all jurisdictions governing the export, re-export, transport, trafficking and brokering of the Products. Without limiting the generality of the foregoing, Seller shall control the disclosure of and access to technical data, information and other items to be delivered under the Contract and Buyer acknowledges that certain Canadian export control laws and regulations may apply to the performance of the Contract, including but not limited to including but not limited to the Export and Import Permits Act (Canada) and regulations thereunder, the Defence Production Act (Canada), the U.S. Export Administration Regulations (EAR) (15 CFR 730-774), the U.S. International Traffic in Arms Regulations (ITAR) (22 CFR 120, et seq.) and regulations of the Bureau of Alcohol, Tobacco, and Firearms (BATF) (27 CFR 447, et seq.) (collectively, the "Export Control Laws"). Buyer shall at all times, including but not limited when re-exporting the Products, comply with all applicable Export Control Laws. Buyer shall and represents that it has obtained all authorizations, registrations and licenses necessary to perform this sales transaction and any and all exports, resales, or transfers. Any failure by Buyer to comply with the foregoing provisions shall be considered a breach of the Contract subject to damages and any other remedies available under these Terms and at law including, without limitation, the right of the non-breaching party to immediately terminate the Contract.

23. SPECIAL SANCTIONS NOTICE. Buyer may not, directly or indirectly, sell or re-export Products including technical support or services related to such Products to or for use in in Russia, Belarus, the territories of Crimea, Donetsk, Luhansk and any further, if any, self-proclaimed republic on the territory of the Ukraine or to any other sanctioned country or person under Canadian or U.S. sanctions law. In the event Buyer violates this provision, Seller is entitled (a) to terminate the entire or parts of the business relationship with Buyer with immediate effect, (b) to stop the performance of the Contract with immediate effect including the stopping of shipments and the performance of services, and/or (c) to any other adequate remedies (including, but not limited to, compensation of any damages, losses, and expenses).

24. SEVERABILITY. In case any one or more of the provisions contained in these Terms should be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect against any party hereto, such invalidity, illegality, or unenforceability shall only apply to such party in the specific jurisdiction where such judgment shall

be made, and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, except that these Terms shall not be reformed in any way that will deny to any party the essential benefits of these Terms, unless such party waives in writing its rights to such benefits.

25. NO WAIVER; AMENDMENT. All rights, privileges and remedies afforded the Seller shall be deemed cumulative and not exclusive, and the exercise of any one of such remedies shall not be deemed a waiver of any other right, privilege or remedy. No term or condition of the Contract shall be deemed to have been waived by Seller, nor shall there be any estoppel against Seller, except by written consent of the Seller. The Contract may not be amended, modified or supplemented except in writing as agreed to and signed by the parties.

26. ASSIGNABILITY. Neither the Contract (including all rights, duties and obligations hereunder) nor any claim against Seller or Buyer arising directly or indirectly out of or in connection with the Contract will be assignable by Seller or Buyer or by operation of law, without the prior written consent of the other party. However, notwithstanding the above, Seller shall have the right to assign the Contract to a subsidiary or affiliate of Seller, or to a purchaser or other successor to a significant portion of Seller's business or assets, without the consent of Buyer.

27. GOVERNING LAW. THE NEGOTIATION, PERFORMANCE, AND ENFORCEMENT OF THE CONTRACT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE AND PROCEDURAL LAWS OF PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THEREOF THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. **THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THE CONTRACT SHALL NOT BE GOVERNED BY OR CONSTRUED IN ACCORDANCE WITH THE PROVISIONS OF THE CONVENTION FOR THE INTERNATIONAL SALE OF GOODS.**

28. LANGUAGE. The governing language of the Contract shall be the English language. In the event a dispute as to the meaning of any translation into any other language, the English language meaning shall govern, and the other language translation shall be amended to conform to such meaning.

29. DISPUTE RESOLUTION. In the event any dispute arises in connection with the Contract, the disputing party shall provide notice to the other party. The parties agree to use their best efforts to settle such dispute by consulting and negotiating with each other in good faith to reach a just and equitable solution satisfactory to both parties. A dispute arises when there is a cause of action or claim for relief that either party could have asserted in court. In the event the parties are unable to resolve a dispute within forty-five (45) calendar days of the notice of the dispute, the dispute shall be referred to the ADR Institute of Canada (or its successor) for mediation in accordance with its National Mediation Rules. Mediation shall be conducted in Toronto, Ontario within thirty (30) calendar days after submission by a party. Each party will be represented at the mediation by at least one senior executive with sufficient authority to resolve the dispute. If the parties are unable to resolve the dispute by mediation, the dispute shall be finally settled by arbitration in front of one arbitrator in accordance with the Arbitration Rules of the ADR Institute of Canada (or its successor), conducted pursuant to the *International Commercial Arbitration Act, 2017* (Ontario) or, for domestic arbitrations, the *Arbitration Act, 1991* (Ontario). The arbitrator shall be unaffiliated in any manner with either of the parties and shall be generally familiar with the chemical industry. The arbitration shall take place in Toronto, Ontario. The arbitral proceedings shall be conducted in the English language, the arbitrator must be fluent in English, and all documents not in English submitted by either Party must be accompanied by a translation into English. The arbitrator shall have authority to award relief under legal or equitable principles, and to allocate responsibility for the costs of the arbitration and to award recovery of attorneys' fees and expenses in such manner as is determined to be appropriate by the arbitrator. The arbitration award

shall be final and binding on the parties and shall deal with the question of costs of arbitration and all matters related thereto. Judgment upon the award rendered may be entered into any court having jurisdiction, or application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be. The arbitration shall be governed by Section 27. Anything herein to the contrary notwithstanding, Seller need not resort to mediation or arbitration for resolving disputes related to Seller's right to enforce payment for the Products, and Seller may bring suit against Buyer to enforce its right to payment in any competent court having jurisdiction over Buyer or its assets, wherever located. Further, either party may seek preliminary injunctions and interim or emergency relief which includes conservatory measures and a preliminary injunction in any court of competent jurisdiction prior to the commencement of or during the arbitration proceeding. Further, this Section will not prevent either party from joining, or bringing a claim against, the other party in a

products liability action. A request by a party to a court for such relief or the bringing of such a claim by a party shall not be deemed a waiver of the obligation to arbitrate.

30. RELATIONSHIP OF THE PARTIES. Buyer and Seller are independent contractors, and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party has nor will have any power to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the other party.

31. UPDATES. NOTWITHSTANDING ANYTHING TO THE CONTRARY REGARDING AMENDMENTS TO THE CONTRACT, THESE TERMS MAY BE MODIFIED, AMENDED AND UPDATED FROM TIME TO TIME.

Updated: March, 2026