

## GENERAL TERMS AND CONDITIONS OF SALE

### **1. SCOPE OF THE GENERAL TERMS AND CONDITIONS OF SALE**

These General Terms and Conditions of Sale ("Terms") and any subsequent versions, which are freely accessible on the Seller's website [www.corplex.com](http://www.corplex.com), combined with Seller's written acceptance of your purchase order (collectively, the "Agreement") sets out the obligations that you as "Buyer" (also referred to as "you," "your" or other words with similar meaning) and we Corplex as "Seller" (also referred to as "we," "our," "us" or other words with similar meaning) undertake in connection with our sale and your purchase of our products ("Products") from time to time. These Terms shall be deemed incorporated by reference in all documents that we exchange with you in the future concerning any purchase and sale of Product absent a separate written, signed agreement. No terms in any future documents will bind you or us (each a "party" and together the "parties") except price, freight costs, quantity, date needed, and particular specification (which the parties must agree on in advance and as reflected in our written acceptance of your purchase order). Any amendments or additional or different terms or conditions appearing in any purchase order or other communication from you or inferred by trade usage, course of dealing, or course of performance, even if purportedly adding to or modifying these Terms, shall not supplement or amend these Terms and shall not be effective or binding in any other way. We object to and negate such terms unless both parties clearly acknowledge them as modifications of these Terms in a writing signed by an authorized representative of each party. If there is any conflict between these Terms and the terms of a written agreement signed by an authorized representative of each party, the terms contained in that written agreement shall control. Your signing of these Terms or order of any Product constitutes your acceptance of these Terms. Any provision of these Terms deemed unlawful, void or unenforceable shall be severable from these Terms and shall not affect the validity or enforceability of any remaining provisions.

### **2. DELIVERY**

2.1. If not otherwise stated in our acceptance of your order, delivery within the United States shall be made FOB Buyer's dock. If delivery is to be made outside the United States, delivery terms are Incoterms-FAS, Buyer's Port as specified in our acceptance of your order. Buyer shall collect the Products on the date and at the place agreed upon for delivery. Seller is entitled to damages for the harm caused by Buyer's failure to collect the Products, and may either, at its discretion, cancel the order without penalty or liability to Buyer or pursue payment of the price, storage fees and any other costs incurred as a result of Buyer's failure to collect. If Seller cancels such sale, Buyer shall pay to Seller a cancellation fee in an amount equal to the sale price plus ten percent (10%).

2.2. Seller shall use commercially reasonable efforts to deliver the Products on the dates set forth in its acceptance of the purchase order. Only in the case that Seller agreed in writing to a firm and imperative delivery, Buyer may, as its exclusive remedy for delivery delay, send a cancellation notice to Seller, thereby waiving any right to compensation, damages, or penalties. The delivery date is automatically suspended by any event beyond Seller's control. Seller's requirement to deliver the Products is contingent upon Buyer's fulfilment of all its obligations towards Seller in connection with the Products and these Terms.

### **3. ACCEPTANCE**

3.1. All orders are subject to these Terms and to our specific written acceptance of your order. Once we accept one of your orders, you may not cancel or amend it without our written consent.

3.2. You agree to accept and pay for shipment of Product that varies from the quantity set forth in the purchase order by a difference of +/- 10 percent.

3.3. On receipt from carrier, you shall examine Products and, in the event of visible damage or non-conformance, (i) notify us, (ii) take photos of any visible damage or non-conformance, and (iii) for rail delivery, call a rail inspector to inspect rail cars and damaged Products. We accept no liability for visibly damaged Product that you do not report to us within three (3) days from receipt. Buyer shall carry out the formalities for pursuing its claims against the carrier. You hereby waive all claims of any nature unless you disclose all ascertainable defects in particularity and in writing promptly upon discovery, but in no event any later than thirty (30) days of your receipt of shipment.

### **4. PRICE and PAYMENT**

4.1. Unless otherwise stated in our acceptance of your order, you agree to pay, in addition to the agreed price, all applicable taxes and import fees. You must clearly state prices in your order, either explicitly or through an easily determinable reference. We will not be bound by terms such as "to be agreed upon" or imprecise pricing provisions (including references to imprecise or ambiguous formulas or indexes), even if we and you have transacted business that way in the past.

4.2. Unless we and you otherwise agree, you must pay each of our invoices in full within thirty (30) days of the date stated on our invoice. Upon our demand, you must also pay accrued interest plus collection costs (including attorneys' fees and litigation costs) on any balances that are not paid when due.

4.3. Under no circumstances may payments owed to Seller be suspended or subject to any reduction or set-off without Seller's written consent.

4.4. Interest will accrue from the due date at the lower of 3.0% above the U.S. prime rate as reported from time to time by The Wall Street Journal per month or the highest rate permitted by applicable law.

4.5. We are not obliged to supply any Products or services to you while payment is overdue on this or any other agreement. If you have a claim against us, you must pay by the due date the amount not in dispute. Any payment made by Buyer shall be offset against the sums due to Seller, whatever the cause, starting with those invoices with the oldest due date.

4.6. While we may extend credit to you from time to time, we do so at our discretion and we reserve the right to deny you credit at any time, for any reason or for no reason. If we ever consider your financial condition to be unsatisfactory, in our sole discretion, we may require cash or security on subsequent shipments or deliveries without impairing your obligation to take and pay for the quantity of Products ordered.

4.7. You will promptly pay us on demand the amount of any sales, excise, use or other taxes imposed on us by any governmental authority based on the sale, purchase or delivery of the Products, unless you have provided us with an exemption certificate acceptable to that authority.

### **5. INVOICING**

The invoice is issued by the Seller in two copies, one of which will be delivered to the Buyer once the delivery or service provision has been completed.

### **6. LIABILITY**

6.1. You must commence any action based in whole or in part on these Terms, the sale of the Products or the nonconformity of Products within one year after the date of delivery.

**6.2. YOUR SOLE REMEDY FOR ANY CAUSE OF ACTION ARISING OUT OF OUR SALE OF PRODUCTS TO YOU, INCLUDING NEGLIGENCE, IS EXPRESSLY LIMITED TO REPLACEMENT OF NONCONFORMING PRODUCTS OR PAYMENT OF AN AMOUNT NOT EXCEEDING THE PRICE YOU PAID FOR THE AFFECTED PRODUCTS, AT OUR OPTION. IN NO EVENT WILL WE BE LIABLE TO YOU FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF ANTICIPATED SAVINGS, WASTED EXPENDITURE, OR FOR LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF GOODWILL EVEN IF WE ARE AWARE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS MAY EXIST. OUR AGGREGATED LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT YOU ACTUALLY PAID US FOR THE PRODUCTS SUBJECT TO YOUR CLAIM.** Buyer waives recourse against Seller and its insurers beyond this ceiling, and undertakes to obtain from its insurers the same waiver of recourse.

6.3. The limitations in this Section shall not exclude or limit either party's liability to a third party for death or personal injury resulting from its negligence or wilful misconduct.

6.4. A claim made by Buyer does not suspend the obligation to pay for the Products concerned.

### **7. INTELLECTUAL PROPERTY**

If Buyer provides to Seller or requests Seller to make Products using its specifications or any trademarks, service marks, logos or functional or aesthetic designs ("IP Asset"), then Buyer represents and warrants that it either owns or has the license rights to reproduce such IP Asset in connection with the Products. Buyer agrees to defend, indemnify and hold harmless Seller against any claims incurred by Seller for alleged infringement or misappropriation of a third party's intellectual property arising out of an IP Asset. Any and all of Seller's patents, trademarks, designs and models, copyrights, domain names, trade secrets, software, know-how or, more generally, any information subject to intellectual property rights, registered or otherwise, are and remain the exclusive property of Seller. There is no assignment of intellectual property rights between the parties through their commercial relations. Any total or partial reproduction, modification or use of these rights for any reason whatsoever is strictly prohibited.

### **8. FORCE MAJEURE**

Except for your obligation to pay us, neither party shall have liability from delay in performance caused by circumstances beyond its control, including but not limited to acts of God, fire, flood, ice storm, earthquake, explosion, war, government action, civil disturbance, labor trouble or shortage, strike, sabotage, epidemics, pandemics, accident, or inability to obtain material, equipment or transportation at commercially reasonable prices, equipment malfunction or failure ("a Force Majeure Event"). The affected party shall be relieved of its obligations under these Terms during a Force Majeure Event. During a Force Majeure Event, Seller may allocate its available supply among its purchasers, including entities affiliated with it, but the order shall remain otherwise unaffected.

### **9. TECHNICAL CLAUSES**

The Seller reserves the right to change the product and its technical characteristics whilst maintaining its performance.

**10. COMPLIANCE WITH LAWS**

10.1 Each party will comply, and will cause any person or entity acting on its behalf to comply, with all applicable legal, governmental and regulatory requirements, including but not limited to export, import, tax, environmental, anti-boycott, anti-money laundering, and anti-corruption laws including the U.S. Foreign Corrupt Practices Act of 1977. If Buyer becomes aware of any breach or suspected breach of this Section, Buyer shall immediately notify Seller and Seller may immediately suspend operation of any order or this Agreement by giving written notice to Buyer, pending an investigation into the breach or suspected breach. Buyer shall assist Seller in any such investigation, including by providing Seller with access to Buyer's personnel, documents and systems.

10.2. Each party acknowledges that it acts as an independent data controller for personal data (or similar roles as under applicable U.S. law) processed in connection with their commercial relations and that it must comply with its respective obligations under the applicable privacy and data protection laws in each state, including but not limited to the GDPR Data Protection legislation (European Regulation 2016/679 of 27.04.2016).

**11. GOVERNING LAW; JURISDICTION**

Any dispute or claim arising out of or in connection with this Agreement or its formation or validity or the sale or delivery of Product, including any non-contractual disputes or claims ("Proceeding") will be governed by and construed with the laws of the State of Illinois, United States. Subject to the remainder of this Section below, Buyer and Seller irrevocably agree and acknowledge that the state courts of DuPage County, State of Illinois, United States, or where federal jurisdiction is appropriate, the Northern District of Illinois, are to have exclusive jurisdiction for the purpose of hearing and determining any suit, action or Proceeding and/or to settle any disputes (including any non-contractual disputes or claims) arising out of or in any way relating to a Proceeding. Buyer shall not claim, and expressly waives any right to, litigating any Proceeding in another jurisdiction. Nothing in this Section shall (or shall be construed so as to) limit the right of Seller to bring a Proceeding against Buyer in the courts of any other jurisdiction in which Buyer has assets to enforce a judgment against it.

**12. RELATIONSHIP OF PARTIES**

Neither the Agreement nor any of its components intend to create an agency, joint venture, partnership or similar relationship between the parties. Each party will act solely as an independent contractor and neither party will have the right to act for

or bind the other party in any way or to represent that the other party is in any way responsible for any acts or omissions of such party.

**12. WARRANTIES**

We warrant that the Products meet our published specifications and that we are conveying them to you free of liens or encumbrances. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, WE MAKE NO WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS, EITHER EXPRESS OR IMPLIED. THE PARTIES EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, AND OF TRADE USAGE OR DEALING, FROM ALL TRANSACTIONS BETWEEN THEM. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL REMEDIES.

**13. MISCELLANEOUS**

The failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of that right or provision. No benefits are to be conferred on any third party by these Terms and a person who is not a party to these Terms shall not have the right to enforce any of its terms. These Terms and the subject matter are confidential and must not be disclosed to any person without Seller's written permission.

**14. INTEGRATION**

This Agreement contains the sole understanding and agreement of the parties with respect to its subject matter and supersedes all other such prior or contemporaneous oral and written agreements and understanding.

**15. SALES OUTSIDE THE U.S.**

All orders are subject to the approval of the authorities in the country where Product is shipped. It is explicitly understood and agreed that Seller has the option to cancel the order in full or partially if the government in the country where Products are shipped should impose any new tax of any kind whatsoever appertaining to the production, export and/or import, if Buyer refuses to compensate the Seller for such taxes. Further, Buyer shall: (a) be responsible for determining U.S. export control classification and licensing requirements and obtaining any required licenses, (b) ensure that the Products comply with the laws of the country of destination, including any health, safety, registration, environmental or other requirements, and (c) upon Seller's request, provide documentation sufficient to verify the final destination of Products.