

General conditions of sale Caldic USA Inc.

Unless otherwise expressly agreed to in writing by Caldic USA Inc., (“**Seller**”), all sales shall be subject to the following terms and conditions (these “**Terms**”). These Terms are the only terms which govern the sale of the products by Seller to Buyer. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the products covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. The accompanying quotation/confirmation of sale/invoice (the “**Sales Confirmation**” and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions of purchase, regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

1 Seller warrants that the products herein described shall conform to Seller’s specifications for such products. Buyer assumes all risks and responsibility for results in the use and/or the handling of these products whether used solely or in combination with other products. **EXCEPT FOR THE WARRANTY SET FORTH IN THIS SECTION 1, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

2 Seller makes no other warranty concerning the products than furnished herein. All recommendations made by Seller concerning uses or applications of the products are believed reliable but no warranty of results to be obtained is made. Use or application of the products is at Buyer’s or its subsequent sub-buyer’s election without liability to Seller.

3 In accepting the products described herein Buyer shall be deemed to have declared itself familiar with the

nature, hazards and use of the products and their containers and shall assume all liability resulting from or in any way connected with their possession, transportation, handling or the use thereof or their suitability for any particular end use.

4 Claims on account of damages or shortages at time of delivery of products shall be deemed waived by Buyer unless identified and noted on the delivery driver’s bill of lading and made in writing within forty-eight (48) hours from the date of receipt at destination. Claims on account of defect in quality of products shall be deemed waived by Buyer unless made in writing within thirty (30) days from the date of receipt at destination. The amount of any such claim and Seller’s liability shall, in no event exceed the purchase price of the product as mentioned on the invoice. Seller’s weights, sizes and volumes at shipping points shall govern. In no event shall Seller be liable to Buyer for loss of profits or special indirect or consequential damages. In case of any potential recalls, Buyer shall direct any potential claims directly to the manufacturer.

5 Ownership and risk of loss shall effectively pass from Seller to Buyer at Seller’s shipping point unless stated otherwise on the face of this document. As collateral security for the payment of the purchase price of the products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Illinois Uniform Commercial Code.

6 Prices are subject to change without any notice unless special arrangements have been made. Clerical errors are subject to correction by Seller. Price increases outside Seller's control shall be charged back to Buyer.

7 An interest rate of 2% per month (26.82% per annum), or the highest rate permitted by applicable law, whichever is less, will be applicable to all arrears of payment and interest.

8 Any tax, such as sales tax, use tax, business transfer tax, gross receipts tax, tariffs and duty, etc., payable because of the sale of the products may be added to the price herein specified by the Seller.

9 Returnable containers shall remain the property of Seller and shall not be used by the Buyer for purposes other than the storage of products delivered therein by the Seller. Buyer undertakes to return such containers on its own cost to Seller promptly when empty.

10 Buyer shall pay Seller container deposit charges as established by Seller and shall remit such charges when making payment for the products delivered therein. Container deposit charges will be refunded to Buyer upon return of the containers provided they are returned in good condition, within 30 days of receipt of the products. All non-returnable containers shall be properly disposed by Buyer.

11 All shipments are subject to Buyer maintaining credit standing satisfactory to Seller.

12 Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted this Agreement, for any failure or delay in performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from strikes, labor stoppages, slowdowns, fires, floods, earthquakes, natural disasters, explosions, epidemics, pandemics, quarantine, changes in laws or regulations, acts or omissions of Government Authorities, lack of availability of raw material or energy, acts of God, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or civil unrest, embargoes or blockades, or other acts or contingencies beyond Seller's reasonable control. Any quantities/obligations so affected may be eliminated from the contract without liability, but the contract shall remain otherwise unaffected. During periods of shortages from such causes, Seller may prorate its products for its own uses and for its customers in its sole discretion. Seller will resume performance of its obligations

as soon as reasonably practicable after the conclusion or cessation of the force majeure event.

13 This contract is not assignable or transferable by Buyer without Seller's written consent. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

14 In the event Seller agrees to respond to an emergency involving product sold by Seller to Buyer where Buyer has a legal responsibility to respond to the emergency, Buyer agrees to accept the actions of Seller, its subsidiaries, associated companies, directors and agents and agrees to indemnify and save them harmless from and against all losses, damages, injuries, liabilities, actions, claims or proceedings resulting from Seller's actions at the emergency excepting such claims by their willful misconduct or gross negligence.

15 The waiver by Seller or any breach or failure by Seller to enforce any of the terms and conditions contained herein shall not in any way limit or affect Seller's right thereafter to enforce and compel strict compliance with each and every term or condition contained herein. Buyer shall comply with all laws, rules and regulations as applicable to the products, including but not limited to all applicable Data Privacy regulations, Anti-Corruption regulations, Antitrust regulations, export controls/sanctions and/or any environmental regulations.

16 Seller collects and processes the personal and company data that it receives from Buyer for the purpose of the execution of the transactions, customer management, purchases, sales and/or marketing purposes. The legal grounds are the performance of the transactions, the fulfillment of legal and regulatory obligations and/or the fulfillment of legitimate interest. The personal data shall only be passed on to processors, recipients and/or third parties in so far as is necessary in the context of the aforementioned purposes.

17 In any instance of interpretations of translation, the English version of this contract shall prevail.

18 All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that

would cause the application of the laws of any jurisdiction other than those of the State of Illinois.

19 IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE PRODUCTS SOLD HEREUNDER.

20 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21 Provisions of these Terms which by their nature should apply beyond their terms will survive and remain in force after any termination or expiration of this Agreement.