

Adjuvants Unlimited, LLC
Customer General Terms and Conditions

1. **Exclusive Terms.** In the absence of a mutually negotiated and fully executed agreement between the parties, these Customer General Terms and Conditions ("Terms and Conditions"), shall exclusively govern all transactions between ADJUVANTS UNLIMITED LLC, an Oklahoma limited liability company ("Seller"), and the Buyer identified in a written, verbal or standing request to purchase (collectively an "Order") any product(s) and/or service(s) (collectively "Product(s)") from Seller pursuant to such Order(s). Notwithstanding anything to the contrary, and regardless of whether deemed by adjudication by a court of law of competent jurisdiction to constitute an offer, acceptance, counter-offer or otherwise, Seller's performance or delivery of any requested Product, at Seller's sole discretion, is subject to these Terms and Conditions. If Seller's performance and/or Confirmation is in response to an offer from Buyer, and if Buyer's offer contains any terms and conditions that are additional to or different from these Terms and Conditions, Seller's performance and/or Confirmation shall constitute an acceptance of such offer subject to the express condition that Buyer assent to these Terms and Conditions without modification as the complete and exclusive statement of the terms and conditions of agreement between the parties. To the extent that anything in an Order conflicts with these Terms and Conditions, these Terms and Conditions shall control. To the extent that anything in an Order conflicts with Seller's written or verbal confirmation of such Order (each a "Confirmation"), if applicable, the terms of Seller's Confirmation shall control. To the extent that an Order references or incorporates by reference any additional or different terms and conditions, whether proposed or provided by Buyer in a request for quote, purchase order, response to a Seller Confirmation or in any other Buyer-supplied form or communication: (i) shall be considered material alterations of Seller's offer (or counter-offer if and as applicable); (ii) are hereby objected to and rejected by Seller; (iii) are void and shall not be binding upon Seller; and (iv) shall not be deemed part of these Terms and Conditions. Any action by Buyer in furtherance of a purchase of any Product, including without limitation, receipt of such Products or the payment of an invoice therefor, shall constitute Buyer's acceptance of these Terms and Conditions. Additionally, Buyer's failure to provide written objection to a Confirmation within two (2) business days of receipt thereof shall constitute Buyer's acceptance of such Confirmation, including these Terms and Conditions. These Terms and Conditions shall apply to all future transactions between Seller and Buyer for Products, regardless of whether these Terms and Conditions are attached thereto, and shall govern all future communications, writings, and dealings between Seller and Buyer.

2. **Acceptance of Order.** The Order shall be subject to acceptance by Seller in its sole discretion. Seller shall indicate its acceptance of the Order by providing written acceptance of the same. In the absence of any written acceptance of the Order, shipment of Products ordered shall be deemed acceptance of the Order.

3. **Price.** The purchase price for each Product shall be the price shown on Buyer's Order, subject to acceptance by Seller pursuant to Section 2. If Buyer's Order does not reflect a valid price, the prevailing price shall be as set forth in Seller's applicable quote or pricing list/letter (collectively "Quotation"), if any. In the absence of an established price in either an Order or Quotation, if and as applicable, the governing price shall be as reflected in Seller's invoice. Unless the parties agree otherwise in writing, all packaging, shipping, freight, delivery and insurance costs and expenses, any demurrage or detention charges or fees, and all applicable taxes and duties, shall be the sole responsibility of Buyer and shall be deemed excluded from the purchase price. Unless otherwise specified in the Order, Seller shall use its own discretion in making shipping and carrier arrangements on Buyer's behalf and as Buyer's agent. Buyer shall obtain insurance for the Products while in transit. To the extent that Seller pays any such insurance or other costs/expenses, charges/fees, taxes, or duties on Buyer's behalf, Seller shall invoice Buyer for the same and all such invoiced amounts shall be paid by Buyer in accordance with Section 4 hereof.

4. **Payment.** Seller shall invoice Buyer for all amounts owed hereunder. Payment for the full amount of each invoice shall be made to Seller, addressed as indicated on an invoice, in United States currency, within thirty (30) days following the date of such invoice. Buyer shall not offset or deduct any amounts owed from Seller to Buyer from its payment amounts. Time is of the essence with respect to all of Buyer's payment obligations hereunder. All overdue amounts owed from Buyer to Seller shall accrue interest from the due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. In addition to all other rights and remedies of Seller set forth herein or under applicable law, in the event that Buyer fails to make any payment when due, Seller shall have the right (i) to decline to make any further deliveries pursuant to any Order until all outstanding amounts (including all interests) are paid by Buyer in full, and/or (ii) to offset any and all outstanding payment obligations or other indebtedness of Buyer to Seller against any outstanding payment obligations or other indebtedness that Seller or any of its affiliates may owe Buyer. Buyer shall reimburse Seller for any and all costs and expenses, including reasonable attorneys' fees, incurred by Seller in the collection of any sum payable by Buyer to Seller.

5. **Taxes and Duties.** Buyer shall submit to Seller a properly completed tax exemption certificate or a direct payment permit certificate with respect to any taxes or duties which Buyer claims it is exempt. To the extent that such exemption certificate or direct payment permit certificate is disallowed or rejected by the applicable governmental or taxing authority, Buyer shall be responsible for the payment of any such applicable tax or duties. Buyer shall immediately reimburse Seller for any taxes or duties paid by Seller on Buyer's behalf, although nothing contained herein shall obligate Seller to pay any taxes or duties on Buyer's behalf.

6. **Delivery.** All Products ordered pursuant to these Terms and Conditions shall be delivered to Buyer on an Ex Works (EXW) basis (Incoterms 2000) from Seller's loading dock (the "Dock"). Seller will make commercially reasonable efforts to meet specified delivery or performance dates; provided however, that all such dates are estimates only and shall not be binding upon Seller. Delays in delivery or performance by Seller shall not entitle Buyer to cancel any order, refuse any items, or claim any damages. Seller expressly reserves the right to deliver the Products in installments, and Buyer consents to the same. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept any remaining deliveries. If Seller deems it necessary to store any Products due to Buyer's failure to accept delivery of such Products or any other delay caused by Buyer, Seller may store such Products at Buyer's sole expense, and Buyer shall reimburse Seller for any such expenses.

7. **Title and Risk of Loss.** Title to and risk of loss of all Products supplied pursuant to these Terms and Conditions shall transfer to Buyer at the Dock.

8. **Force Majeure.** Seller shall not be responsible for failure or delays in delivery or performance due to any cause beyond its reasonable control, including without limitation: (a) acts of God, fires, storms, floods, other forms of extreme weather and/or temperature, strikes, lockouts, accidents, acts of war or terrorism, strikes, labor shortages, riots, civil commotion, embargoes, power outages, breakage, mechanical issues, failure of equipment including tanks or pipe, delays of carriers, local or national disruptions to transportation networks or operations, fuel shortages and similar events; (b) any regulation, law, order or restriction of any governmental department, commission, board, bureau, agency, court, or other similar governmental instrumentality; or (c) inability of Seller to obtain any required raw material, energy source, supplies, equipment, labor, or transportation, at prices and on terms Seller deems in its sole discretion to be commercially reasonable (each, a "Force Majeure Event"). To the extent that Seller is rendered unable to perform its obligations under any Order, in whole or in part, by a Force Majeure event, Seller's obligations shall be suspended for the duration of such Force Majeure Event. Without limiting the generality of the foregoing, under no circumstances shall Seller be obligated to purchase products from a third party for delivery to Buyer in the event of a Force Majeure Event. Seller may allocate its available supply of Product, and its raw materials and other resources, among its customers, itself, and its affiliates on such basis Seller deems fair and reasonable if Seller is unable, for any reason, to supply the quantities of Product contemplated by any Order.

9. **Safety Data Sheet.** Upon Buyer's written request or if required of Seller under applicable law, Seller shall provide Buyer with an Safety Data Sheet (SDS), Product Specifications, and/or a Shelf Life Statement (SLS) for each Product. The SDS, Product Specifications, and SLS contain product information and may include precautions, if required, instructions, and recommendations associated with the intended use, transportation, delivery, unloading, discharge, storage, handling, and shelf life of the Product. Buyer acknowledges its responsibility to familiarize itself with all such information and precautions, including but not limited to safety and health information contained in the SDS, Product Specifications, or SLS, or otherwise transmitted to Buyer by Seller at any time. Buyer shall be solely responsible for instructing its personnel, agents, contractors, customers or any third party who may be exposed to the Product about such information and precautions, and Buyer shall make such information and precautions available to these parties. Buyer assumes full liability and responsibility for compliance with the SDS, Product Specifications, and SLS and hereby indemnifies Seller for any damages arising from Buyer's failure to comply with the same.

10. **Compliance with Laws; Export Controls.** Buyer shall comply with all applicable laws, statutes, ordinances and regulations of any federal, state, or local governmental authority having jurisdiction thereover, including, without limitation, the Foreign Corrupt Practices Act, the anti-money laundering provisions of the USA Patriot Act and Bank Secrecy Act, and United States export control laws ("Applicable Laws"). Buyer shall not export or re-export any Products purchased hereunder to any person or entity that is a "denied party" under the Denied Parties List (or any similar list maintained by any governmental authority) or to entities or persons located within embargoed countries (in both cases as defined under the referenced export control laws). Seller assumes no liability for Buyer's failure to comply with Buyer's obligations arising under European Union REACH (Registration, Evaluation, Authorization, and Restriction of Chemicals) Regulations.

11. **LIMITED WARRANTY.** Subject to and in accordance with the following provisions of this Section 11, Seller warrants solely to Buyer that the Products sold hereunder shall conform to Seller's specifications applicable to the Product at the time of manufacture. Notwithstanding anything herein to the contrary, in the event that Seller provides Buyer with goods or materials which are not manufactured by Seller ("Third-Party Goods"), Seller makes no warranties whatsoever for Third-Party Goods; provided, however, that to the extent permitted by the respective manufacturer(s), Seller shall pass through to Buyer any

transferable manufacturer's standard warranties applicable to such Third-Party Goods. Buyer and any persons claiming through Buyer shall seek recourse exclusively from the respective manufacturer(s) of any Third-Party Goods in connection with all claims arising from or related to any defects in or failure of the Third-Party Goods, actual or alleged, and this shall be the exclusive recourse of Buyer and any persons claiming through Buyer for any Third-Party Goods, whether such claims sound in contract, tort, strict liability, pursuant to statute, negligence or otherwise.

EXCEPT AS PROVIDED FOR HEREIN, SELLER MAKES NO WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller makes no warranty, either express or implied, as to its accuracy or completeness or of the results to be obtained with regard to any handling of any Product. Seller further makes no warranty, either express or implied, that any Products do not infringe any intellectual property right of a third party. Buyer assumes full responsibility for quality control, testing and determination of suitability of each Product for its intended application or use. Any and all claims for breach of warranty hereunder shall be made by Buyer during the Warranty Period by providing written notice to Seller of the same. Warranty claims not made by Buyer during the Warranty Period pursuant to this Section 11 shall be deemed waived by Buyer. For the purposes of the Terms and Conditions, the "Warranty Period" shall mean the period beginning on the date of delivery of such Products to Buyer and ending ninety (90) days thereafter. In the event that Buyer makes a warranty claim during the Warranty Period that is accepted by Seller, Seller shall have the option to either (i) replace the Product(s) allegedly failing to comply with such warranty by delivering a like quantity of the Product(s) meeting the descriptions and specifications referenced in the Order, or (ii) refund the total purchase price for the Product(s) allegedly failing to comply with such warranty. Buyer acknowledges that replacement or refund pursuant to the foregoing sentence is its only remedy with regard to Products alleged to be out of compliance with the Warranty. In the event that a Product is to be replaced or refunded in accordance with this Section 11, such Product shall be returned or disposed of as directed by Seller at Buyer's expense unless the parties agree otherwise in writing.

12. **LIMITATION ON LIABILITY.** IN NO EVENT SHALL THE LIABILITY OF SELLER TO BUYER, WHETHER BASED IN CONTRACT, IN TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH SELLER'S LIABILITY IS CLAIMED, AND IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, THAT ARISE IN CONNECTION WITH THE PRODUCTS OR IN CONNECTION WITH EITHER SELLER'S FAILURE TO DELIVER OR ITS LATE DELIVERY OF THE PRODUCTS (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PRODUCTS AND LOSS OF PROFITS) EVEN IF SELLER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Buyer acknowledges that the remedies provided herein are exclusive and in lieu of all other remedies available to Buyer at law or in equity.

13. **Inspections.** Buyer shall inspect all Products supplied hereunder immediately after delivery and, except as hereinafter provided with respect to claims for shortages, Buyer shall notify Seller of any alleged nonconformities in writing within thirty (30) days of the date of delivery. Except as hereinafter provided with respect to claims for shortages, Buyer's failure to provide written notice to Seller of any claimed nonconformities within thirty (30) days after the date of delivery to Buyer shall constitute unqualified acceptance of the Product and a waiver by Buyer of all claims with respect thereto. Notwithstanding the foregoing, Buyer shall notify Seller in writing of any claims for shortages within forty-eight (48) business hours after the date of delivery to Buyer, and Buyer's failure to provide Seller with timely written notice of any claimed shortages shall constitute unqualified acceptance of the quantity of Product delivered pursuant to the applicable Order and a waiver by Buyer of all claims with respect to shortages. Seller shall be given a reasonable opportunity to inspect any shipment claimed by Buyer to contain non-conforming Product(s) and/or a shortage. Subject to the other conditions set forth herein, claims for shortages shall only be accepted by Seller if such claimed shortage (i) is for one-half of one percent (0.5%) or more of the weight set forth on the bill of lading, and (ii) if such claimed shortage is verified by Seller, an authorized agent of Seller's carrier, or an independent professional inspector approved by Seller in its sole discretion. Except as hereinafter provided with respect to an accepted claim for shortage, if any Product(s) are determined by Seller to be non-conforming, Buyer shall return such Product(s) to Seller or dispose of such Product(s) at Seller's request, direction and expense. In such event, Seller shall either substitute conforming products or refund the purchase price for such Product. Notwithstanding the foregoing, in the event of an accepted claim for shortage, Seller shall issue a credit to Buyer in an amount determined by Seller in its reasonable discretion based on the claimed shortfall, and Seller shall deduct such credit amount from Buyer's next invoice amount. The foregoing shall be the exclusive remedies of Buyer for nonconforming Products. Nothing herein shall permit Buyer to retain payments due Seller.

14. **Intellectual Property.** Buyer acknowledges and agrees that Seller has no control over Buyer's (or others') processing, sale, use, or disposition of any Product (or any product containing any Product), including without limitation, the admixing, reacting or combining of any Product with other products, chemicals or materials. Accordingly, Buyer assumes the entire liability and responsibility for, and agrees to defend, indemnify and hold harmless Seller from and against, all claims arising out of or related to infringement of any processes practiced or products made or sold or used by Buyer related to the Products or in which the Products are used, which product or process allegedly infringes any third party's intellectual property rights.

15. **Indemnity.** Buyer shall indemnify, defend and hold Seller harmless from and against all liability, loss, damage, costs and expenses including, but not limited to, costs and expenses of litigation and reasonable attorneys' fees, which Seller hereafter may incur or which Seller may reimburse to a third party as the result of (i) any claim, action or right of action, at law or in equity, arising out of (A) Buyer's non-compliance with or breach of these Terms and Condition and any representation, warranty, or obligation contained herein; (B) in whole or in part, Buyer's use or disposition of any Product in a manner inconsistent with the Product's intended use; (C) any injury (including death) to any person or damage to any property occurring as a result of, or caused in whole or in part by, acts or omissions of Buyer or its agents, officers, directors, employees, any subcontractor or its employees, or any person, firm or corporation employed or engaged by Buyer; (D) Buyer's (or any third party's) processing, transportation, delivery, unloading, discharge, storage, handling, sale, or use of any Product (or any product containing any Product); (E) Buyer's failure to act in accordance with the information contained in any SDS, Product Specifications, or SLS; or (F) Buyer's violation of any Applicable Law; or (ii) any demand of or proceeding brought by any governmental authority to impose countervailing taxes or duties with respect to any Products, whether such demand or proceeding is brought prior to or following the delivery of such Products to Buyer. In no event shall Seller be liable to Buyer for countervailing taxes or duties relating to such Products imposed upon Buyer. Buyer hereby waives and releases Seller from any and all rights of recovery, claims, actions or causes of action which Buyer may have against Seller with respect to those matters which Buyer has agreed to indemnify Seller hereunder.

16. **Waiver of Rights.** BUYER'S FAILURE TO COMMENCE ANY CAUSE OF ACTION RELATED TO THE PRODUCT OR OTHERWISE ARISING UNDER AN ORDER WITHIN ONE (1) YEAR AFTER THE DATE OF DELIVERY OF SUCH PRODUCT PURSUANT TO THE APPLICABLE ORDER SHALL CONSTITUTE A WAIVER BY BUYER OF ANY OTHERWISE APPLICABLE STATUTE OF LIMITATIONS AND FOREVER BAR ALL RIGHTS TO COMMENCE ANY CAUSE OF ACTION WITH RESPECT THERETO.

17. **Security.** If at any time the financial responsibility of Buyer, or the credit risk involved, shall become unsatisfactory to Seller in Seller's sole discretion, Seller shall have the option to require Buyer to provide cash or security that is reasonably satisfactory to Seller prior to subsequent shipments or deliveries hereunder. The election by Seller to require such cash or security shall not affect the obligation of Buyer to take delivery of and pay for the Product.

18. **Changes; Cancellations.** Buyer shall not be permitted to change or cancel any Order without the express written consent of Seller.

19. **No Assignment.** Buyer shall not assign all or any portion of any Order, including these Terms and Conditions, without Seller's prior written consent, which may be withheld in Seller's sole discretion. These Terms and Conditions shall bind and inure to the benefit of the successors and permitted assigns of the respective parties.

20. **Miscellaneous Provisions.** These Terms and Conditions shall be governed by the laws of the State of Oklahoma, excluding its conflict of laws principles. The parties agree, consent, and waive consent to the exclusive jurisdiction and venue of the federal or state courts located in Tulsa County, Oklahoma for all disputes arising out of or relating to any Order and these Terms and Conditions. The United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended, shall not apply to the Terms and Conditions. Failure of either party to exercise any right it has under the Terms and Conditions on one occasion shall not operate or be construed as a waiver by such party of its right to exercise the same right on another occasion or any other rights it has. Except as otherwise described herein, any such waiver must be in a writing signed by the waiving party. If any provision of these Terms and Conditions shall be adjudicated to be invalid or unenforceable, it is the parties' intent that the remaining provisions of these Terms and Conditions will remain in full force and effect, and the affected provision or portion thereof will be deemed modified so that it is enforceable to the maximum extent permissible to reflect as closely as possible the intentions of the parties as evidenced from the provisions of these Terms and Conditions. The section headings used herein are intended for convenience of reference only and shall not be considered in interpreting these Terms and Conditions. Nothing herein shall be construed as creating any direct or beneficial right in or on behalf of any third party.