

1. Controlling Provisions.

(a) This document, together with the provisions in Seller's quotation or acknowledgment or Seller's similar form (the "Agreement"), constitutes an offer by Exolon Group, Inc., ("Seller") to provide the products described herein (the "Products") to the buyer to which this offer is addressed ("Buyer"). If this document is deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the express terms contained in this Agreement. Buyer's acceptance of this offer is limited to the terms, covenants and conditions contained in this offer. Seller hereby objects to and rejects any additional, different or varying terms proposed by Buyer, including in any order or other communication from Buyer. Such proposal of additional, different or varying terms by Buyer (including in any order or other communication) will not operate as a rejection of Seller's offer, and Seller's offer will be deemed accepted without such additional, different or varying terms. **THIS CONTRACT CONSTITUTES THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN SELLER AND BUYER REGARDING THE PRODUCTS AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THAT AGREEMENT. ANY TERMS, CONDITIONS, NEGOTIATIONS OR UNDERSTANDINGS WHICH ARE NOT CONTAINED IN THIS CONTRACT WILL HAVE NO FORCE OR EFFECT UNLESS MADE IN WRITING AND SIGNED BY BUYER AND AN AUTHORIZED OFFICER OF SELLER.** Seller's sales representatives are without authority to change, modify or alter this Agreement.

(b) Buyer will be deemed to have made an unqualified acceptance of this offer and the Agreement on the earliest of the following to occur: (i) Seller's receipt of a copy of this Agreement signed by Buyer; (ii) Buyer's payment of any amounts due under this Agreement; (iii) Seller's delivery of the Products; or (iv) any other event constituting acceptance under applicable law.

(c) Written quotations are non-binding and subject to change unless they expressly state that they are binding. Seller websites, catalogs and other publications are maintained as sources of general information and are not quotations or offers to sell.

(d) This Agreement and any disputes hereunder will be governed by and construed according to the internal laws of the State of Illinois. Neither this Agreement nor sales hereunder will be governed by the provisions of the United Nations Convention on Agreements for the International Sale of Goods or the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended. The English version of this Agreement will govern and control any translation of the Agreement into any other language. Any notices or other communications required or permitted to be given hereunder will be written in English.

(e) Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be determined by binding arbitration before a single, neutral arbitrator administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration will be Chicago, Illinois and the arbitration will be conducted in English. Judgment on any arbitration award may be entered in any court of competent jurisdiction, and the parties intend that it will be enforceable in accordance with the Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

(f) In the event that a party hereto institutes any legal suit, action, or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

(g) The invalidity of any provision or clause of this Agreement will not affect the validity of any other provision or clause hereof. Seller reserves the right to correct clerical or similar errors relating to price or any other term shown in this Agreement. The failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Agreement will not be construed as a waiver or relinquishment or any right granted hereunder or the future performance of such term, covenant or condition.

(h) Buyer may not assign this Agreement without Seller's prior written consent. Seller may assign this Agreement in whole or in part, including to its affiliates, suppliers or subcontractors. Subject to the foregoing, this Agreement will inure to the benefit of, and be binding upon, the parties' successors and assigns.

(i) Buyer is an independent contractor and neither Buyer nor any of its employees or agents will be considered an employee or agent of Seller, its affiliates or suppliers. Neither Buyer nor any of its employees or agents is authorized to incur any obligations or make any promises or representations on behalf of Seller, its affiliates or suppliers.

(j) Section 6, Section 7, Section 8, Section 9, and any other provision the performance or effectiveness of which naturally survives, will survive expiration or termination of the Agreement for any reason.

(k) The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement. The words "include," "includes" and "including" will be deemed to be followed by the words "without limitation". This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

2. Orders and Delivery.

(a) Buyer will ensure that its orders are received by Seller accompanied by all required technical specifications with respect thereto. Any order submitted by Buyer will be: (i) binding on Buyer and (ii) subject to all provisions of this Agreement, whether or not such order so states (including, for the avoidance of doubt Section 1(a) hereof).

(b) Seller will deliver the Products according to the conditions stated in the order confirmation (INCOTERMS 2020). Title to the Products will not pass until full payment therefor has been received by Seller. Partial shipments will be permitted.

(c) All delivery dates are approximate. Delivery dates given by Seller are based on prompt receipt of all necessary information regarding the order. Seller will use reasonable efforts to meet such delivery dates, but does not guarantee to meet such dates. Failure by Seller to meet any delivery date does not constitute a cause for cancellation by and/or for damages to Buyer. Time for delivery will not be of the essence. Seller will notify Buyer if Seller anticipates that delivery will be delayed.

(d) Claims for shortages or other errors must be made in writing to Seller within 10 days after Seller's delivery. Failure to give such notice will constitute unqualified acceptance and a waiver of all such claims by Buyer.

3. Taxes.

Buyer will pay or reimburse Seller on demand for all taxes, fees and costs including any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, value added tax, duty, customs agent or broker fees, inspection or testing fee, freight costs, packaging, loading, unloading, insurance, consular fees or any other tax, fee, cost or charge of any nature whatsoever, including interest, imposed on, in connection with or measured by any transaction between Seller and the Buyer, in addition to the prices quoted or invoiced.

4. Payment.

(a) Payment terms are 100% of invoice amount within 30 days of the date of Seller's invoice. Seller will send Buyer invoices electronically; Buyer will inform Seller of the email address to which invoices should be sent no later than with Buyer's submission of its first order for Products and promptly notify Seller of any changes to such email address. All payments will be made via wire transfer of immediately available funds to the account or accounts specified from time to time by Seller to Buyer. Notwithstanding the foregoing, terms of payment on all orders are subject to the continued approval of Seller's credit department, which Seller may revoke at any time. If Buyer does not pay Seller any amount due under this Agreement or any other agreement when such amount is due or if Buyer defaults in the performance of this Agreement, Seller may, without liability to Buyer and without prejudice to Seller's other lawful remedies: (i) terminate Seller's obligations under this Agreement; (ii) declare immediately due and payable all Buyer's obligations to Seller; (iii) change credit terms with respect to any further deliveries; (iv) suspend or discontinue any further deliveries; and/or (v) repossess the Products. Buyer agrees to reimburse Seller for all costs and fees including attorneys' fees and repossession fees, incurred by Seller in collecting any sums owed by Buyer to Seller. Buyer agrees to pay a late payment charge in an amount equal to the lesser of 1.5% per month or the maximum amount allowable by law on all amounts not paid in full when due, payable on Seller's demand. Buyer will not set off amounts due to Seller against claims against Seller.

(b) In partial consideration for Seller's sale of Products to Buyer, Buyer hereby grants to Seller and Seller hereby retains a security interest in **all Products sold to Buyer**, title to which might at any time be determined to have passed to Buyer, including all inventories of the Products, and all returns or repossessions and the proceeds (including insurance proceeds and proceeds from products in which the Products were an input), of all of the foregoing, together with the additions and accessions thereof, to secure all of Buyer's obligations to Seller under this Agreement and all other obligations of Buyer to Seller. Buyer agrees to execute such financing statements, continuation statements and other documents evidencing the security interest in the

Products, and to take such actions as may be required by Seller to evidence or perfect the security interest granted herein and the interest of Seller. With respect to such statements and documents, Seller is authorized in Buyer's name or otherwise to take such actions as permitted under this Agreement or applicable law, including signing Buyer's name, and Buyer hereby appoints Seller as its attorney-in-fact for such purpose. Without limiting the foregoing, Buyer will sufficiently insure Products with respect to which title has not yet passed to Buyer against damage caused by the elements, including fire, water, storm, hail and theft, and provide Seller with evidence of such insurance upon request.

5. Cancellations, Changes and Returns. All undelivered Products may be cancelled by Buyer only upon written approval of an authorized representative of Seller. In the event of any cancellation of an order by Buyer, Buyer will pay to Seller a cancellation charge of 20% of the gross sales price of the order cancelled. Buyer may not change its order or any part thereof without the prior, written consent of an authorized representative of Seller. Seller reserves the right to change the price, terms of payment and delivery dates for any Products affected by any changes to which it consents. No Products may be returned to Seller without its prior, written authorization. Products may be returned only on the terms or conditions specified in such authorization. Returned Products must be unused, in resalable condition, and securely packed to reach Seller without damage.

6. LIMITED WARRANTY.

(a) Seller warrants to Buyer that [(i)] title to Products will pass free and clear of all third party liens [and (ii) the Products, as delivered to Buyer, conform in all material respects to the Seller's written Specifications with respect thereto as may be in effect from time to time]. EXCEPT TO THE EXTENT PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, SELLER AND BUYER AGREE THAT SELLER OFFERS NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. SELLER WILL NOT BE LIABLE TO BUYER, OR TO ANYONE CLAIMING UNDER BUYER, FOR ANY REMEDIES, OBLIGATIONS OR LIABILITIES, INCLUDING REMEDIES, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCTS OR SELLER'S ACTS OR OMISSIONS OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, OR FOR LOST PROFITS OR REVENUES DIRECTLY OR INDIRECTLY INCURRED, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A PRODUCT AND THIS CONTRACT WILL BE LIMITED TO THE MONIES PAID TO SELLER BY BUYER FOR THAT PRODUCT.

(b) Buyer will, at its cost, return defective Products to Seller's designated location for inspection. If, following such inspection, Seller reasonably determines that such Products are defective, Seller will: (i) reimburse Buyer for the direct costs of such return of such defective Products and (ii) at Seller's option, either remedy such defect or replace the Products at Seller's expense. If Seller reasonably determines that such Products are not defective, Buyer may request that Seller re-deliver such Products to Buyer at Buyer's cost.

(c) Buyer assumes all risk and liability with respect to the Products and agrees that Seller has no post-sale duty to warn Buyer or any other party about any matter or, if such duty exists, Seller satisfies that duty by providing any required warnings only to Buyer. Buyer assumes all post-sale duty to warn its customers. Buyer agrees to test and evaluate samples of Products promptly upon receipt to ensure compliance with all specifications, quality requirements and other requirements of Buyer's application. Any oral or written description of the Products or performance standards will not be construed as a warranty with respect thereto, and Seller does not guaranty the accuracy of information given and recommendations made as to suitability of Products for Buyer or its customers.

(d) Buyer may not bring any claim with respect to any Product (including in respect of any defect thereof) more than one year after the delivery of such Product.

7. Indemnification. Buyer hereby releases and agrees to indemnify, defend and hold harmless Seller and its shareholders, directors, officers, employees, agents, successors, assigns, affiliates and suppliers (individually and collectively, "Seller's Indemnified Parties") from and against any and all direct and indirect claims, debts, actions, causes of action, liabilities, losses, suits, demands, fines, penalties, judgments, damages or expenses whatsoever, including attorneys' fees and costs incurred by or against Seller or any of Seller's Indemnified Parties due to or arising out of, in connection with, resulting from or relating to: (a) misrepresentation or breach of this Agreement, or violation of any law, by Buyer or any of Buyer's shareholders, directors, officers,

employees, affiliates, representatives, agents, successors or assigns ("Buyer's Parties"); (b) any infringement or other violation of third party intellectual property rights by any specifications, materials or the like supplied by Buyer; (c) any damage to or destruction of property, or injury to or death of persons caused, or alleged to have been caused, in whole or in part, by any intentional, reckless, negligent or other act (or failure to act) of Buyer or any of Buyer's Parties; or (d) actions, threatened actions, losses, damages or injuries to person or property (including death) related to or caused by the Products. Prior to settling any claim, Buyer will give Seller an opportunity to participate in the defense and/or settlement of such claim. Buyer will not settle any claim without Seller's written consent. In the event of any recall affecting the Products, Seller will have the right to control the recall process and Buyer will fully cooperate with Seller in connection with the recall.

8. Confidential Information. Buyer acknowledges that all Confidential Information (as defined below) which may be disclosed to it by Seller or its affiliates or suppliers will at all times, both during and after expiration or termination of this Agreement for any reason, remain the exclusive property of Seller or its affiliates or suppliers and that Buyer will not acquire any proprietary interest whatsoever therein. "Confidential Information" means all knowledge and information disclosed by Seller or its affiliates or suppliers to Buyer orally or in writing, or acquired by Buyer through observation, regarding Seller's or its affiliates' or suppliers' products, technology, inventions, formulas, methods, know-how, services, forecasts, sales methods, customer lists, customer usages and requirements, financial information, business plans, strategies and future business relationships, disclosed with the exception of such information which: (a) was already part of the public domain at the time of the disclosure by Seller or its affiliates or suppliers; (b) becomes part of the public domain through no fault of Buyer (but only after and only to the extent that it is published or otherwise becomes part of the public domain); (c) was in Buyer's possession prior to the disclosure by Seller or its affiliates or suppliers and was not acquired, directly or indirectly, from Seller, its affiliates or suppliers or from a third party who was under a continuing obligation of confidence to Seller or its affiliates or suppliers; or (d) is received (after the disclosure by Seller or its affiliates or suppliers) by Buyer from a third party who did not require Buyer to hold it in confidence and did not acquire it directly or indirectly from Seller or its affiliates or suppliers under a continuing obligation of confidence. Except as necessary to perform its duties under this Agreement, Buyer will not use or disclose any of such Confidential Information, but will protect it using at least the same degree of care given its own confidential information, but in no event less than a reasonable degree of care. Upon expiration or termination of this Agreement for any reason, Buyer will, within 15 days, surrender to Seller all documents and other tangible materials and all copies thereof relating to Confidential Information and all of Seller's or its affiliates' or suppliers' property. Nothing in this Agreement will be construed to limit or negate the common or statutory law of torts or trade secrets where it provides Seller, its affiliates or suppliers with broader protection than that provided herein. Without limiting the generality of the foregoing, Seller reserves all intellectual property rights to any and all illustrations, calculations, recipes, drawings and other documentation provided to Buyer or its personnel.

9. Force Majeure. Seller will not be responsible for delay or failure (including to deliver Products) or other default or damage where such has been caused by an act of God, war, riot, rebellion, piracy, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, explosion, natural disaster, strike, lockout or other labor disturbance, boycott, currency or trade restrictions, embargoes, sanctions, expropriation or nationalization, plague, epidemic, pandemic, delay by carriers, shortage of fuel (including natural gas), power, materials or supplies, failure or transportation or communication networks, operation of statutes, laws, rules or rulings of any court or government, demand for goods exceeding Seller's available supply or any other cause beyond Seller's control. In the event of any delay or failure (including to deliver Products) or other default or damage caused by any of the foregoing, Seller may, at its option and without liability, prorate its deliveries, cancel all or any portion of the contract to the extent so affected and/or extend any date upon which performance is due hereunder. For the avoidance of doubt: (i) Seller is only obliged to supply from its available stock of Products, (ii) nothing in this Agreement constitutes an acceptance by Seller of any procurement or sourcing risk and (iii) Seller will not have any liability if it is unable to supply from its available stock of Products, including with respect to any alternative sourcing or cover.

