



## ICP Group

### Terms and Conditions of Sale

These Terms and Conditions of Sale ("Terms of Sale") are applicable to the sale of all products, services, accessories, and spare parts (collectively, the "Products") by ICP Group entities which include direct and indirect subsidiaries of Innovative Chemical Products Group, LLC (respectively, the applicable selling entity, "Seller"), to any purchaser thereof ("Buyer"). All orders are subject to written approval by an authorized representative of Seller. Acceptance of any and all orders is expressly subject to and conditional on these Terms of Sale except as otherwise agreed in a written document signed by an authorized representative of Seller s which expressly references by section number the provisions of these Terms and Conditions being overridden.

1. Entire Agreement; Assent to and Acceptance of Terms of Sale. These Terms of Sale together with Seller's written proposals, quotations or other offer (any such item being referred to herein as a "Quotation") constitute the complete and exclusive statement of the agreement between Seller and Buyer with respect to, and shall exclusively govern, the sale of the Products by Seller to Buyer. Buyer's written or oral purchase orders or other communication to Seller related to the Products (any such item, written or oral, being a "Purchase Order") are expressly subject to these Terms of Sale and only effective to offer to buy on these Terms of Sale the stated quantity, at the stated price with any delivery date proposed being an estimated delivery date. If Seller has issued a Quotation or other offer to Buyer, Buyer's Purchase Order constitutes Buyer's acceptance of Seller's offer for the quantity stated in the Purchase Order and Buyer's acceptance of these Terms of Sale. Notwithstanding any different or additional terms or conditions contained in a Purchase Order, Seller accepts Buyer's order only on the condition that Buyer expressly accepts and assents to these Terms of Sale. No additional, contradictory, or different terms contained in any initial or subsequent Purchase Order, other documents, communication pertaining to the Products, including, but not limited to, any indemnification, remedy, or warranty provisions, and no modification of these Terms of Sale, shall be binding or enforceable on Seller unless expressly agreed to in a writing signed by a duly-authorized representative of Seller that specifically references the sale agreement by name and date as well as the specific provisions (including the sections of these Terms of Sale) being changed or added. No conditions, usage of trade, course of dealing, understanding, or agreement purporting to modify, explain, or supplement these Terms of Sale shall be binding unless made in a writing and signed by Seller. ANY ADDITIONAL, CONTRADICTION, OR DIFFERENT TERMS PROPOSED BY BUYER, WHETHER IN BUYER'S PURCHASE ORDER OR OTHERWISE, ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS, AND ARE EXPRESSLY REJECTED. Seller's failure to object specifically to provisions contained in any Purchase Order shall not be deemed a waiver of the provisions contained in these Terms of Sale. In the absence of Buyer's acceptance hereof, Seller's commencement of performance or Seller's acknowledgement of a Purchase Order shall not be construed as Seller's acceptance of any of different or additional terms contained in a Purchase Order. Buyer's acceptance of any Products or knowledge of Seller's commencement of performance to provide the Products to Buyer without Buyer having expressly rejected these Terms of Sale in a signed document that expressly references the specific section numbers of the provisions of these Terms and Conditions being



overridden shall be deemed to be Buyer's acceptance of these Terms of Sale. Buyer's attempts to alter such Terms of Sale with printed purchase orders, acknowledgments, or similar documentation shall be void. Without limiting the generality of the foregoing, Seller's rights and obligations hereunder will not be qualified by or subject to any vendor credentialing, code of conduct, or similar requirements imposed by Buyer upon any of its vendors or suppliers. In the event of a conflict between the terms and conditions contained in a Quotation, Purchase Order, invoice or final order acknowledgement and those contained in these Terms of Sale, the terms contained in these Terms of Sale shall govern.

2. **Payment.** Unless otherwise agreed by Seller in writing, invoiced amounts are due and payable no later than thirty (30) days from the date of Seller's invoice (the "Due Date"). Seller reserves the right to withdraw and change credit approval in Seller's discretion based on Seller's evaluation of Buyer's creditworthiness. Credit card payments are permitted at management's sole discretion and may be subject to a three percent (3%) processing fee. Payment shall be deemed made when actually received by Seller, not when placed in the U.S. mail. All payments shall be made in U.S. dollars. Buyer's outstanding unpaid balances shall be subject to a finance charge, until such outstanding amounts are paid in full, at a rate equal to the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum rate permitted by applicable law. Buyer shall also pay Seller's costs of collection (including reasonable attorneys' fees). Payments received may be applied by Seller against any obligation owed by Buyer to Seller. Buyer may not make any offsets or deductions from the invoice amount for the Products. Seller may refuse or delay shipments if Buyer fails to pay promptly any amounts due Seller. If Seller shall, in its sole discretion, deem itself to be insecure regarding Buyer's ability to fulfill the terms of payment herein specified, whether due to Buyer's financial condition, status as an international account, or any other reason, Seller may by notice to Buyer (a) discontinue further deliveries of the Products unless and until Buyer makes full or partial payment in advance of delivery or provides other security satisfactory to Seller, or (b) reduce the credit terms. Any authorized early payment discounts must be taken at the time of invoice payment and will be calculated from the invoice date to the date payment is received by Seller. To secure the payment of the purchase price of the Products sold hereunder, Buyer grants Seller a purchase money security interest in all Products sold hereunder, whether constituting equipment, inventory, fixtures, and/or general intangibles, including all accessions to and replacements thereof, and all proceeds thereof to perfect or continue the security interest created hereby. Seller is authorized to file financing statements and other documents to perfect its security interest and Seller shall have all of the rights and remedies of a secured creditor under applicable law, which remedies shall be cumulative and not exclusive. Time is of the essence of Buyer's payment obligations hereunder and, in addition to any other rights, Seller shall further have the right, at its option, to terminate any sale of Products without notice to Buyer if (x) payment is not made on or before the Due Date, (y) Buyer becomes insolvent, or (z) Buyer's ability to pay debt in the normal course of business otherwise becomes impaired.
3. **Prices; Taxes, Freight and Other Costs.** Unless otherwise specified in a Quotation or other communication from Seller to Buyer, pricing of Products shipped hereunder shall be an amount equal to Seller's price on the date of shipment and excludes taxes, transportation, insurance, and all applicable national, federal, state, regional, and local transactional costs and expenses, including, but not limited to, VAT, GST, freight, taxes, duties, tariffs, social or welfare contributions, or other additional costs imposed by reason



of the sale of the Products, which costs and expenses shall be the responsibility of Buyer. Seller may charge, and Buyer agrees to pay Seller, all such excluded applicable amounts (including sales taxes) that Seller pays or is obligated to collect from Buyer, subject to advance receipt by Seller of appropriate exemption documentation.

4. Packaging; Shipments. Seller will package all Products for shipment according to industry standards. Seller, in its sole discretion, may accept special packaging instructions requested by Buyer in writing to Seller. Seller will invoice Buyer for any additional costs of any such special packaging. In the event that Seller arranges shipping, Seller will invoice Buyer for all shipping costs. Buyer must arrange, at its costs, for insurance of the Products for shipping. If Seller requests, Buyer must provide proof of insurance prior to shipment.
5. Shipping; Delivery; Title; Risk of Loss. Unless otherwise specified in a Quotation or other communication from Seller, shipping of Products within the contiguous United States is Incoterms (2010) CPT Buyer's Destination for Seller arranged shipments and FCA Seller's Facility for Buyer arranged shipments, and shipping of Products outside of the contiguous United States is Incoterms (2010) EXW Seller's facility; provided, shipments arranged by ICP Industrial, Inc. or its direct and indirect subsidiaries will be delivered on CIF terms. Title to and risk of loss of the Products shall pass to Buyer when the Products have been delivered to the first carrier, in accordance with the foregoing or otherwise specified shipping terms. Upon passage to Buyer of title to the Products, Buyer shall be responsible for, and shall defend and indemnify Seller against, all claims, injuries, losses, fines, penalties, damages, or costs resulting from the storage, handling, disposal, use and/or resale of the Products after delivery by Seller. Seller may make partial and advance deliveries on reasonable notice to Buyer. Advance and partial deliveries are deemed to be separate sales and may be separately invoiced.
6. Import and Export. If applicable, Seller will apply for authority to export the Products to Buyer. Buyer must bear the cost of obtaining any such export license or approval. Buyer must use its best efforts to assist Seller in obtaining export licenses, permissions, or approvals. Buyer assumes the risk that such export license, permissions, or approvals are obtained and remain in effect until delivery of Products. If any necessary export license, permission, or approval is not obtained or is withdrawn or not extended, Seller may terminate the Purchase Order or any portion of the Purchase Order affected. Buyer is responsible for obtaining (at its sole cost and expense) the required permission from any other government to import the Products. If requested, Buyer must provide proof of such permission to Seller. Buyer assumes the risk that such import license or approvals are obtained and remain in effect until delivery of Products. If any necessary import license or approval is not obtained or is withdrawn or not extended, Seller may terminate the Purchase Order or any portion of the Purchase Order affected and treat the cancellation as a cancellation by Buyer under Section 8 below unless Buyer takes delivery of the Product and provides Seller assurances acceptable to Seller that the Product will be not be shipped in violation of any legal requirements. These Terms of Sale and all Purchase Orders are expressly made subject to any laws, regulations, orders, or other restrictions on the export from any applicable jurisdiction, of any confidential information, software, or other information or products that may be imposed from time to time any applicable government entity. Buyer shall not assist in the export or



import, or permit the export or import of, any Products, deliverables, services, or intellectual property related hereto, unless such export is in full compliance with such export laws, regulations, orders, or restrictions.

7. Inspection; Acceptance of Products. Upon receipt of the Products, Buyer shall immediately inspect and/or test the Products. The Products shall be deemed accepted by Buyer, and Buyer's right to reject the Product the Products shall be deemed waived, unless Buyer provides Seller, within ten (10) days of the delivery date, a written notice specifying all defects or discrepancies in the quality or quantity of Products. Buyer shall permit Seller to inspect any damaged or otherwise allegedly nonconforming Products. Seller shall be under no obligation to notify Buyer of any change to the processing, design, composition, or performance of its Products, unless such change causes such Products to be non-conforming in accordance with the terms hereof.
8. Cancellation. Once a Purchase Order is accepted by Seller, it may not be cancelled or changed by Buyer, nor shall Buyer be entitled to delay shipment or performance, except with the written consent and upon terms and conditions approved by Seller in writing. Any cost incurred by Seller to meet Buyer's request for rescheduling/cancellation will be Buyer's responsibility. Seller reserves the right to invoice Buyer based on original scheduled delivery dates.
9. Returns. No Product returns will be accepted without Seller's prior written approval. Seller's issuance of return authorization is in Seller's sole discretion and subject to transportation being prepaid to Seller's specified location. A restocking fee may apply to returns. Returned Products authorization may further be limited to unopened stock product in good and unused resale condition.
10. Force Majeure. Seller shall not be liable for delays in delivery or for failure to perform, and performance shall be excused, if such failure is due to causes beyond the reasonable control of Seller or its subcontractors, including but not be limited to, force majeure, acts of God, acts or omissions of Buyer, acts of civil or military authorities, fire, strikes, power surges or outages, accidents, epidemics, quarantine restrictions, flood, natural disasters, riot, war, delays in transaction or inability to obtain necessary labor, materials or supplies, or any cause that renders Seller's performance commercially impractical. In the event of any of the foregoing circumstances, Seller, in its sole discretion, may cancel or suspend delivery of the Products to Buyer during the continuance of such circumstance and/or allocate and apportion Products among its customers in any manner that Seller deems appropriate.
11. Confidentiality. Buyer agrees to maintain in strict confidence and will not, directly or indirectly (including through its principals, employees, agents or affiliates), divulge, transmit, publish, release, or otherwise use or cause to be used in any manner to compete with or contrary to the interests of Seller or its affiliates, any confidential or proprietary information relating to Seller's products, services, pricing, technology, business relationship, or customers, or otherwise relating to Seller's business operations. Buyer will at all times use the same level of care (but in any event will not use less than commercially reasonable care), to prevent disclosure of Seller's confidential and proprietary information that it uses with its own information of similar sensitivity or importance. Buyer acknowledges that all



information regarding Seller obtained by, or furnished to Buyer, in connection with the Products or the Purchase Order that is not generally publicly available is confidential information and Seller's exclusive property. Buyer shall be responsible for any disclosure of confidential or other information in violation of this Section 11 by any of its principals, employees, affiliates, or agents.

12. Limited Warranty; Exclusive Remedy. EXCEPT AS SET FORTH IN ANY APPLICABLE LIMITED EXPRESS WARRANTY GIVEN BY SELLER AND IN EFFECT WITH RESPECT TO THE PRODUCTS, NEITHER SELLER NOR ITS AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS. SELLER DISCLAIMS, ON BEHALF OF ITSELF AND ITS AFFILIATES, ANY WARRANTY WITH RESPECT TO THE MERCHANTABILITY OF THE PRODUCTS, DESIGN, NONINFRINGEMENT AND THE FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE OR USE OF BUYER AS WELL AS ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING BY OPERATION OF LAW OR ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SELLER FURTHER DISCLAIMS, ON BEHALF OF ITSELF AND ITS AFFILIATES, ANY WARRANTY WITH RESPECT TO THE CONFORMANCE OF THE PRODUCTS WITH ANY REQUIREMENTS OR SPECIFICATIONS PROVIDED BY BUYER, UNLESS THE CONFORMANCE WITH SUCH REQUIREMENTS OR SPECIFICATIONS HAS BEEN SPECIFICALLY AGREED TO BY SELLER IN WRITING. Any warranty made by Seller will be expressly subject to proper use, transportation, and storage of the Products in accordance with any directions for use or other applicable instructions or documentation. Any warranty made by Seller will be void in the event of any error, omission, or negligence in connection with the transportation, storage, operation, application, or use of the Products. Further, and unless otherwise specified in any applicable limited warranty given by Seller with respect to the Products, any course of action for breach of any warranty given by Seller must be brought within one (1) year from the date the alleged breach was discovered or should have been discovered, whichever occurs first, otherwise the claim is waived. BUYER'S SOLE REMEDY IN THE EVENT OF A BREACH OF SELLER'S EXPRESS LIMITED WARRANTIES IS THE REPLACEMENT OF THE AFFECTED PRODUCT BY SELLER OR, AT SELLER'S OPTION, TO REFUND THE PRICE PAID FOR THE AFFECTED PRODUCT. Seller's replacement of any Products in the manner contemplated by this provision or any limited warranty provided by Seller will not be deemed an admission of any fault on the part of Seller or its principals or affiliates, or an admission that the Products are otherwise defective or non-conforming. Any advice or assistance provided by Seller to Buyer is provided only as a courtesy, and Seller makes no warranty, express or implied, as to its accuracy or completeness or the results to be obtained from such advice or assistance. Buyer is solely responsible for determining whether the Products are suitable for Buyer's intended use and for obtaining any necessary governmental registrations and approvals for Buyer's production, marketing, sale, use, and/or transportation of finished goods using or incorporating the Products. If the Products have been specially designed for Buyer, Buyer shall be solely responsible for the accuracy and completeness of any specifications, drawings, designs, or technical data submitted to Seller in connection with such specially-designed Products and indemnify Seller for claims, damages and expenses arising in connection with Buyer's specially-designed Products.
13. Limitation of Liability. IN NO EVENT SHALL SELLER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THESE TERMS OF SALE OR ANY PURCHASE ORDER (REGARDLESS OF THE FORM OF ACTION OR THEORY OF LAW, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, TORT LIABILITY,



MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, AND STRICT LIABILITY) EXCEED THE AMOUNT RECEIVED BY SELLER FROM BUYER FOR THE PRODUCTS GIVING RISE TO THE CLAIM.

14. Disclaimer of Consequential Damages; Buyer Indemnity. IN NO EVENT SHALL SELLER OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LAW, INCLUDING, WITHOUT LIMITATION, BREACH OF ANY OBLIGATION OR WARRANTY IMPOSED ON SELLER HEREUNDER OR IN CONNECTION HEREWITH, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. "CONSEQUENTIAL DAMAGES" FOR PURPOSES HEREOF SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE, INCOME, OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY TO ANY PERSON, OR LOSS OF OR DAMAGE TO ANY PROPERTY (INCLUDING, WITHOUT LIMITATION, PROPERTY HANDLED OR PROCESSED THROUGH THE USE OF THE PRODUCTS), DAMAGES OR LOSSES RESULTING FROM CLAIMS OF OTHER PERSONS AGAINST BUYER, OR DAMAGES OR LOSSES SUSTAINED AS THE RESULT OF WORK STOPPAGE. BUYER SHALL INDEMNIFY SELLER, ITS OFFICERS, MANAGERS, EMPLOYEES, AGENTS, AND AFFILIATES AGAINST ALL LIABILITY, COST, AND EXPENSE WHICH MAY BE SUSTAINED BY SELLER ON ACCOUNT OF ANY SUCH LOSS, DAMAGE OR INJURY.
15. Compliance with Laws; Regulatory Matters. Buyer represents and warrants that Products will not be used, resold, transferred, exported, marketed, or reused in any way by Buyer in violation of any laws, regulations of any federal, local, state, or other governmental entity, including export/import controls imposed by the U.S. or any other government or government agency (collectively, the "Regulations"). If at any time Buyer knows or is aware of any Regulation that would adversely impact the transaction(s) contemplated by a Quotation and/or a Purchase Order, Buyer shall immediately advise Seller of the same. If Seller, in its sole discretion, determines that the effect of the Regulations is a material increase in Seller's risk with respect to such transaction, Seller may, without cost, liability, or penalty of any kind, withdraw its Quotation and/or revoke its acceptance of a Purchase Order. If Buyer or any of its employees, agents, representatives, or subcontractors is required to enter Seller's premises to fulfill the requirements of the applicable Purchase Order, Buyer agrees to cause those individuals to abide by Seller's security and safety procedures and requirements. The safety and health of said individuals while on Seller's premises is the responsibility of Buyer.
16. Resale Channel Restriction. Buyer agrees not to sell or permit the resale of the Product on ANY ecommerce site except to the extent approved by Seller in Seller's Authorized Internet Reseller Agreement executed by Seller and Buyer. A violation of this provision, including a violation by Buyer's downstream customers, will permit Seller to cancel any or all orders of Buyer with Seller, terminate any agreements between Buyer and Seller, and entitle Seller to other remedies.
17. Unilateral Internet Minimum Advertised Price (MAP) Policy. Seller has unilaterally adopted this MAP Policy. It is a violation of this MAP Policy if Buyer or any downstream customers advertise or publish any Seller product to which the MAP Policy applies at a price below the MAP established from time to time by Seller, except to the extent such pricing is solely available at physical stores or in Buyer's unsearchable



ecommerce site(s) (e.g., pricing and discounts behind a login or unsearchable as a result of the product price only being available at check-out). Nothing in this MAP Policy is intended to set or limit the actual sale price(s). This MAP Policy is adopted to preserve the brand image associated with Seller's products and for public information to focus on their performance, high quality and other attributes, other than price. Nothing in this MAP Policy constitutes an agreement between Seller and any reseller that the reseller will comply with this MAP Policy. Seller alone is responsible for enforcing this MAP Policy and will do so unilaterally by imposing sanctions as determined appropriate by Seller in its sole discretion, which sanctions may include, without limitation, canceling Buyer's orders with Seller and refusing to accept future orders. This Policy will not apply to the extent contrary to applicable law.

18. Disputes. These Terms of Sale and any contract created by the parties with respect to the purchase and sale of the Products will be governed by and construed in accordance with the laws of the State of Massachusetts, without regard to its conflict of laws principles. Any dispute arising between Buyer and Seller with respect to the Products or the transactions contemplated hereby shall be resolved by arbitration in Boston, Massachusetts to be conducted in accordance with the commercial rules of the American Arbitration Association ("AAA"). The arbitrator, if a sole arbitrator, or the chairman, if a panel of three (3) arbitrators, will be a lawyer with experience in handling disputes in the specialty chemicals industry and, if a panel, the other two panel members will each have a background or training in the chemicals industry. The decision of the arbitrator(s) will be final and can be enforced by any court of proper jurisdiction. Notwithstanding the foregoing, Seller may institute an action for collection of any amount due from Buyer hereunder in any court of competent jurisdiction, in which case Buyer hereby irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in the state of Massachusetts and waives any objection based on improper venue or *forum non conveniens*. Further, nothing in this Section 16 will prevent or restrict a party from applying to the AAA for immediate or preliminary injunctive relief in order to preserve the status quo or prevent irreparable harm, in which case the hearing on any such application will be held in Boston, Massachusetts. No action, regardless of form, arising out of, or in any way connected with, Products may be brought by Buyer more than one (1) year after the cause of action has accrued. It is specifically agreed that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
19. Early Termination. Seller may immediately terminate its obligations under these Terms of Sale or any Purchase Order without notice to Buyer if Buyer (i) makes an assignment for the benefit of creditors, (ii) becomes insolvent or is otherwise unable to pay its debts in the ordinary course of business, or (iii) is the subject of any voluntary or involuntary proceedings in bankruptcy, or under any other insolvency or similar law, or for corporate reorganization or for receivership. Seller may also terminate any Purchase Order and refuse to accept any future Purchase Orders if Buyer breaches any obligation under these Terms of Sale which breach is incurable or, if curable, is not cured within seven (7) days of receiving written notice thereof from Seller.
20. General. Buyer may not assign its right under or interest in any Purchase Order without the prior written consent of Seller. These Terms of Sale shall be binding upon and inure to the benefit of Buyer and Seller, their successors and permitted assigns. No waiver by either party of any breach of these Terms of Sale



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shall constitute a waiver of any other, preceding, or succeeding breach of the same or any other provision, nor will any waiver constitute a continuing waiver. The delay by or failure of a party to enforce any provision of these Terms of Sale shall not be construed as a waiver of that provision, nor shall it prevent that party from thereafter enforcing that provision or any other provision hereof. If any provision hereof is held to be invalid or otherwise unenforceable for any reason, then such provision will be severed from these Terms of Sale or modified to the minimum extent necessary to reflect the parties' intention, and all other terms and remaining conditions will continue to be in force. Any clerical errors are subject to correction. Buyer shall reimburse Seller for reasonable attorneys' fees necessarily incurred in order to enforce these Terms of Sale or any provision hereof or to secure cost and/or damages pursuant to any other remedy, legal or equitable, arising from Buyer's breach hereof. Under no circumstances is Buyer permitted to publicly disclose or release any advertising or publicity disclosing the existence or terms of any business relationship between Buyer and Seller (including without limitation through the use of Seller as a client reference or the use of Seller's name, likeness, or trademarks).

6/30/2020