

These terms (“Terms”) are incorporated in any purchase order (“Order”) for goods and other deliverables (referred to as “Goods”) and services (“Services”) issued by ICP Group entities which include direct and indirect subsidiaries of Innovative Chemical Products Group, LLC (“Buyer”) to the supplier identified in that Order (“Seller”), except to the extent any terms conflict with a written agreement between Buyer and Seller (each a “Party” and collectively the “Parties”), or other written terms Buyer has provided to Seller, that specifically cover that transaction. By selling Goods or Services to Buyer, Seller confirms that the following terms and conditions apply to Buyer’s purchases. Any modifications must be in writing and signed by Buyer.

1. **Price.** The price for Goods and Services are in U.S. dollars, firm as stated on the Order, and includes all taxes and other charges (e.g., shipping and delivery charges, etc.), which shall be itemized on Seller’s invoices. No extra charges of any kind will be allowed unless first agreed to by Buyer in writing. If Seller offers to sell the same or similar Goods or Services to a third-party at a lower price or upon more favorable terms, then an equivalent change will apply to all Goods or Services purchased by Buyer for the balance of the term of the Order. Seller shall notify Buyer within 7 days of a more favorable offer to sell to a third-party. Seller shall confirm its compliance with these requirements within 3 days of written request by Buyer. Buyer may cancel Orders for which Seller refuses to match the more favorable price and/or terms.

2. **Payment.** Buyer shall pay invoices net 45 from the later of Buyer’s receipt of an undisputed invoice or conforming Goods or Services, with a 2% prompt pay discount for payments made net 20. Invoices must not precede shipping dates. Seller shall continue to perform all Orders notwithstanding any disputes. In addition to other remedies, Buyer may set off any amount owing to it by Seller against any amount owed by Buyer to Seller. Payment is not an admission that the Goods or Services comply with the Order.

3. **Delivery.** Delivery dates are firm, time is of the essence, and Seller must notify Buyer in writing if it anticipates inability to deliver by the delivery date. Buyer may reject Orders not received by the delivery date and Seller shall be liable for all costs or losses incurred by Buyer covering the Order from an alternate supplier. Seller will bear all costs incurred by Buyer in storing and returning rejected Orders. Buyer may destroy or sell rejected Goods for which Buyer does not receive return instructions from Seller within 60 days of delivery. Seller will package and handle Goods to protect from loss or damage in accordance with best commercial practices and applicable laws. Each delivery of Goods must include a packing list identifying the Order number, date of shipment, description and quantity of each of the Goods. Unless otherwise stated in the Order, delivery will occur, and title and risk of loss will transfer, when Goods or Services are accepted by Buyer.

4. **Inspection and Acceptance.** Buyer may inspect all Goods and any materials, equipment, and facilities used to produce Goods or provide Services. Seller shall maintain production records for two (2) years after delivery. At Buyer’s request, Seller shall deliver a certificate of analysis confirming compliance with Buyer’s specifications. Buyer may reject nonconforming Goods within 10 business days of delivery and either (i) return the Goods for a refund or credit, (ii) require Seller to replace or repair (at Buyer’s option) the Goods so that they meet specifications, or (iii) accept the nonconforming Goods and Seller shall issue a refund or credit in the amount of the diminished value as reasonably determine by Buyer. Buyer’s payment shall not be deemed a waiver of its right to reject nonconforming goods.

5. **Warranties.** In addition to warranties implied by law, fact, or stated in an Order, Seller represents and warrants that the Goods and Services will (i) strictly conform to all specifications, samples, drawings and descriptions by both Buyer and Seller, (ii) be free of defects, (iii) fit for their intended purpose, (iv) not infringe upon any third party’s intellectual property rights, (v) be provided with good title and (vi) that all Goods will be merchantable and all Services performed in the best workmanlike manner, in conformity with industry standards of care and diligence. Seller’s representations and warranties shall survive Buyer’s inspection, acceptance, and payment. Seller’s warranties at 5(i) (compliance with specifications) and (iv) (non-infringement of third-party intellectual property) will remain in effect in perpetuity. All other representations and warranties hereunder shall be in effect for the longer of (a) Seller’s normal warranty period or (b) for a period of eighteen (18) months from the date of receipt of conforming Goods by Buyer or twelve (12) months from the date of final acceptance of Services by Buyer, provided that where a latent defect is discovered the above representations and warranties will continue in effect for a period of twelve (12) months from the earlier of the date of discovery by Buyer of the defect or the date such defect should reasonably have been discovered with the exercise of reasonable diligence. Seller shall, at Buyer’s option and Seller’s cost, either (x) replace or repair the nonconforming Goods; (y) re-perform all Services necessary to correct any such

nonconformity; or (z) refund the purchase price of the nonconforming Goods or Services and any related costs incurred by Buyer. Replacement Goods and Services are subject to the above representations and warranties and for repaired Goods will extend from the time lapsed until completion of the repair. If any Goods or Services or parts thereof are held to infringe on a third-party’s intellectual property rights, Seller will (at its expense) obtain for Buyer a license to use the Goods or Services or parts thereof or replace or modify the same in a manner satisfactory to Buyer to avoid the infringement. Seller shall not assert any of its patents or intellectual property rights against Buyer or its customers worldwide in connection with any use of Goods or Services or parts thereof. If Seller fails to remedy a nonconformance or breach of the above representations and warranties within a reasonable time after notice, Buyer may do so at Seller’s expense. These rights and remedies are cumulative to any provided by law.

6. **Termination and Changes.** On written notice to Seller, Buyer may terminate any Order (or part thereof) for convenience, Seller’s failure to deliver by delivery dates, Seller’s breach of these Terms or the terms of any Order, or if Seller becomes insolvent or subject to bankruptcy proceedings. Seller’s sole and exclusive remedy is payment for Goods or Services received and accepted by Buyer prior to the termination. Upon termination for breach, Buyer may procure substitute Goods and Services and Seller will be liable all costs incurred by Buyer in covering the Order from an alternate source. Prior to shipment of Goods or completion of services Buyer may request changes, including without limitation to the method of shipping or packing, time or place of delivery, and quantity delivered. Seller will promptly notify Buyer of any changes to the cost, which shall be agreed upon prior to implementing the change. Absent agreement, Buyer may withdraw the change request or terminate the Order.

7. **Compliance with Laws.** Seller represents and warrants that it will comply with all applicable laws, rules, regulations and orders in performing its obligations under the Order including, without limitation, environmental, health and safety, immigration, export and import, employment, the handling and disposal of hazardous materials and mandated labeling or similar requirements in other jurisdictions to which Buyer informs Seller the Goods are likely to be shipped (by way of example and not limitation, the provision of completed Material Safety Data Sheets), and all laws relating to anti-corruption, anti-bribery, anti-solicitation and any other applicable corruption laws. Seller’s failure to comply with applicable laws shall constitute a material breach of these Terms and the Order. At Buyer’s request, Seller shall certify in writing its compliance with any applicable legal requirements.

8. **Confidential Information.** “Confidential Information” means all of Buyer’s non-public, confidential or proprietary information, including without limitation all Orders, the fact that the Buyer is engaged in a business relationship with Seller, all specifications, formulae, trade secrets, prototypes, samples, patterns, designs, processes, methods, techniques, plans, drawings, documents, data, business operations, pricing, discounts or rebates, financial data, financial plans, product plans, market data and lists of actual or potential customers or suppliers, disclosed by Buyer to Seller, orally, in writing, visually or in any other form whatsoever, and whether or not marked, designated or otherwise identified as “confidential”. Seller shall hold the Confidential Information in strict confidence, use the information solely in performing the Order, and shall not copy or disclose the information to any third-party without Buyer’s written consent. Promptly upon Buyer’s request or termination of the Order, all Confidential Information will be returned to Buyer or, at Buyer’s option, destroyed by Seller and Seller shall retain no copies of the Confidential Information thereafter. Buyer shall be entitled to injunctive relief for any violation of this Section in addition to any other remedies and damages that would be available at law or equity. All specifications, documents and other materials prepared by Seller specifically in connection with the provision of Goods or Services under the Order will become Buyer’s property and delivered to Buyer as part of the consideration for the Order upon (i) completion, abandonment or postponement of the Services or delivery of the Goods or (ii) termination of the Order. Seller hereby assigns all rights that it has in and to all specifications, documents, and other materials to Buyer.

9. **Quality.** Seller will not change its manufacturing process, raw materials or proportions used in Goods Ordered without notifying Buyer in writing at least 180 days in advance and securing Buyer’s written approval. Seller will be liable for all costs, losses, and damages that Buyer incurs or suffer if Seller does not comply with the requirements of the preceding sentence. At Buyer’s request, Seller will provide samples of Goods produced with the proposed changes to test in Buyer’s manufacturing process and Seller will participate in programs implemented by Buyer with respect to quality in manufacturing and delivery of Goods and Services.



10. Customs and Trade. All purchases under the Order will be inclusive of all duties and other costs of customs clearance. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance and shall provide Buyer with all documents reasonably required in association with the import/export of Goods. Buyer may terminate this Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods.

11. Insurance: Seller shall carry the following insurances: (i) worker's compensation (statutory minimum); (ii) commercial general liability \$2,000,000 per occurrence combined single limit for bodily injury and property damage and contractual liability covering a \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate; (iii) product liability insurance covering each occurrence of bodily injury and property damage in an amount no less than \$2,000,000 per claim or occurrence and \$2,000,000 in the aggregate, endorsed to cover the indemnification provisions contained in these Terms; (iv) umbrella \$5,000,000; (v) auto \$5,000,000; (vi) pollution liability \$5,000,000; and (vii) all-risk (replacement cost of real & personal property). Policies must contain an extended reporting period of no less than 36 months in the event of cancellation; waiver of subrogation endorsement against Buyer; name Buyer as additional insured; and be placed with an A.M. Best Company of A-VII or better or equivalent rating for the geographic area in which the insurance is procured. Seller must provide Buyer with certificates of insurance and ensure that Seller's subcontractors carry equal insurance.

12. Liens and Site Rules. Seller shall not place any liens on the Goods and Services or any premises of Buyer and shall defend, indemnify, and hold Buyer harmless from any liens filed by Seller or its subcontractors and promptly remove the same. Prior to performing Services on premises Seller shall request Buyer's site rules and shall strictly adhere to the same. All activities by Seller under an Order shall be carried on by Seller as an independent contractor and not as an agent for or employee of Buyer. Under no circumstance shall any employee of Seller be deemed to be an employee of Buyer. Seller has no authority to enter agreements or the like on behalf of Buyer. Seller's employees, agents, representatives, contractors and subcontractors providing services under an Order must be authorized to work in the jurisdiction where the Services are performed.

13. Indemnification. Seller will fully defend, indemnify, hold harmless and reimburse the Buyer and its customers and assigns from and against any and all loss, injury, death, damage, liability, claim, action, judgment, interest, penalty, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder (collectively, "Losses") arising out of or occurring in connection with Seller's performance of its obligations hereunder or Seller's negligence, omissions, misconduct or breach of the Terms of this Purchase Order, or the infringement or misappropriation of patent, copyright, trade secret or other intellectual property right of any third party. Seller shall not enter any settlement without the prior written consent of Buyer, as indemnitee.

14. Buyer's Property. Any materials or equipment provided to Seller by Buyer in performance of an Order shall remain property of Buyer and be stored separate and apart from Seller's property. Seller shall (i) use Buyer materials and equipment only in the performance of its obligations under the Order, and (ii) insure and bear risk of loss for Buyer materials and equipment while in Seller's possession. Seller and its insurers hereby waive all rights of subrogation against the Buyer for damage or destruction to Buyer property and shall require all subcontractors to waive subrogation rights as well.

15. Force Majeure. If Buyer or Seller are unable to perform any of their obligations under an Order because of acts of God, acts of civil or military authorities, fire, epidemics, quarantine restrictions, flood, natural disasters, riot, war or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure" event), and such nonperformance could not have been prevented by reasonable precautions, then the nonperforming Party shall be excused for such nonperformance of those obligations affected by the Force Majeure event for as long as such Force Majeure event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay; provided, however, in no event shall (i) Seller's ability to sell Goods or Services at a better price, (ii) Seller's economic hardship in buying raw materials and/or energy necessary to manufacture Goods at a commercially reasonable price, or (iii) the failure of third parties to provide materials or services essential to a Seller's performance, where such materials or services may be purchased from any other source, constitute a Force Majeure event or an event of commercial impracticality. The Party claiming Force Majeure will promptly notify the other party in writing,

specifying the particulars and expected duration and use commercially reasonable efforts to remedy the situation. Buyer may purchase Goods and Services from other sources during the Force Majeure event and terminate any affected Orders, without liability, upon written notice to Seller if the event lasts more than 15 days. If a Force Majeure Event compels Seller to allocate deliveries of Goods or Services, Seller will make such allocation in a manner that ensures Buyer at least the same proportion of the Seller's total output as was purchased by Buyer prior to the event. Seller will use best efforts to source Goods or other items, at Seller's expense, from its own or its affiliates' and/or subsidiaries' global operations or the market to meet Buyer's delivery dates.

16. Termination. In addition to Buyer's rights to terminate as set forth in these Terms, either Party may terminate an Order, without liability, by written notice to the other Party if: (i) the other Party fails to cure a breach of these Terms or any Order within 30 days of receiving written notice, or (ii) the other Party is insolvent, adjudged bankrupt, becomes subject to bankruptcy proceedings that are not dismissed within 30 days, makes an assignment for the benefit of its creditors, has a receiver appointed for its property, or any action under any law for the relief of debtors is taken by or with respect to the other Party. Buyer may immediately terminate any Order if Seller breaches Sections 5 or 7 of these Terms. Upon notice of termination, Seller shall immediately: (x) stop work as directed in the notice; (y) place no further subcontracts or orders for materials, services etc., except as necessary to complete any continued portion of the Order; and (z) terminate all subcontracts relating to the work terminated.

17. Access and Audit. Buyer is entitled to reasonable access to all facilities where work is performed and books and records of Seller in connection with all Orders, which documents shall be maintained by seller for at least 3 years after the date of Buyer's last acceptance of Goods or Services under the Order.

18. Governing law and Jurisdiction. These Terms and any Orders shall be governed by, and interpreted under, the substantive laws of the State of Massachusetts, without regard to its conflict of law provisions. The Parties irrevocably consent to the personal jurisdiction of the state and federal courts of Boston, Massachusetts, which shall serve as the sole and exclusive venue for any controversy or claim. The Parties irrevocably waive any claim that any proceedings brought in Massachusetts have been brought in an inconvenient forum. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

19. Notices. All notices, requests, consents, approvals, agreements, authorizations, acknowledgments, waivers and other communications required or permitted under these Terms or the Order shall be in writing and shall be deemed given immediately when delivered by hand, 3 days after deposit into the U.S. mail, 1 business day following delivery by express overnight delivery service, or if by email, when the email is opened and receipt acknowledged except where the time of dispatch is not between 9:00 am and 5:00 pm on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice will be deemed to have been received at the commencement of business on the next such day in that place. In each case notice must be sent/delivered to the individual(s) specified in each Order.

20. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN AN ORDER OR OTHERWISE, BUYER WILL NOT BE LIABLE TO SELLER UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY AMOUNTS IN EXCESS OF THE AGREED TO PRICE OF THE GOODS AND SERVICES UNDERLYING THE ORDER FROM WHICH THE CLAIM ARISES. IN NO CIRCUMSTANCE WILL BUYER BE LIABLE TO SELLER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, AN ORDER, WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. ANY ACTION BY SELLER ARISING FROM OR RELATING TO BUYER'S ALLEGED BREACH OF THESE TERMS OR AN ORDER MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUED OR BE FOREVER BARRED.

21. Services. Seller shall perform Services pursuant to the industry standard of care. Buyer will furnish materials, equipment, and machinery only if and to the extent set forth in the Order. Seller will promptly report to Buyer any event or circumstance which Seller reasonably suspects is a violation of Buyer's obligations under these Terms or an Order. Seller will, at its sole cost and expense, repair or replace any real or personal property belonging to Buyer that Seller may damage, destroy or remove while performing an Order.



22. Miscellaneous. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without Buyer's prior written consent. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment shall relieve the Seller of any of its obligations hereunder. No modification, alteration or amendment of the Purchase Order shall be binding unless agreed to in writing and signed by Buyer. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order or these Terms by Buyer shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or privilege hereunder preclude any other exercise of any additional right, remedy, or privilege. If any provision of these Terms or an Order are unenforceable the remainder shall remain effective or be reformed to reflect the purpose. Rights and remedies under these Terms and by law are cumulative and not exclusive.

Rev. November 29, 2021: ICP Group Terms of Purchase

