

**ERCO WORLDWIDE
GENERAL TERMS AND CONDITIONS OF SALE**

1. These General Terms and Conditions of Sale ("Terms") apply to the purchase by the buyer ("BUYER") from SELLER (as defined below) of product manufactured by the Seller ("Product"), which is identified in Seller's accompanying quotation, proposal, order acknowledgement, or invoice (the "Sales Confirmation"). These Terms and the Sales Confirmation comprise the entire agreement between the parties (collectively, the "Agreement"). Buyer accepts these Terms by signing and returning Seller's quotation, by sending a purchase order in response to the quotation, by submitting instructions to Seller to ship the Product or by accepting or paying for the Product. No additional or inconsistent terms and conditions and no agreement or understanding, oral or written, in any way purporting to modify the Terms, whether contained in Buyer's purchase order or shipping release forms or instructions, or elsewhere, shall be binding on Seller unless hereafter made in writing, signed by Seller's authorized representative, and specifically referencing these Terms and stating that it modifies them. Buyer is hereby notified of Seller's express rejection of any terms inconsistent with these Terms or to any other terms proposed by Buyer. Neither Seller's subsequent lack of objection to any terms, nor the delivery of the products or services, shall constitute an agreement by Seller to any such terms. Trade custom, trade usage and past performance are superseded by these Terms and shall not be used to interpret these Terms. "SELLER" means ERCO Worldwide LP (by its general partner, ERCO Ltd.) or a subsidiary of ERCO Worldwide LP, as the case may be.
2. Correspondence regarding shipment may be made by telephone provided written confirmation thereof is promptly provided; otherwise, all correspondence relating to this Agreement shall be in writing. Any personal information relating to individuals provided by BUYER to SELLER has been obtained in compliance with privacy legislation and the personnel have consented to the provision of such information.
3. BUYER agrees to provide reasonable notice to SELLER of its requirements for the Product on a monthly basis and to use reasonable efforts to spread its purchases evenly throughout each year. Each order shall constitute a separate sale. Failure of any delivery shall not affect future orders.
4. SELLER WARRANTS THAT THE PRODUCT SHALL CONFORM TO THE SPECIFICATIONS FOR THE PRODUCT LOCATED AT <https://www.ercoworldwide.com/our-products/products>. THE PROVISIONS OF THIS PARAGRAPH REPRESENT THE ONLY WARRANTY OF SELLER. THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR PURPOSE) RELATING TO THE PRODUCT OR TO THIS AGREEMENT. BUYER'S SOLE REMEDY FOR A BREACH OF WARRANTY BY SELLER SHALL BE THE REPLACEMENT OF THE QUANTITY OF THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED. BUYER'S FAILURE TO GIVE NOTICE OF ANY CLAIM WITHIN FIFTEEN (15) DAYS FROM DATE OF DELIVERY SHALL CONSTITUTE AN UNQUALIFIED ACCEPTANCE OF THE PRODUCT AND A WAIVER BY BUYER OF ALL CLAIMS WITH RESPECT THERETO.

Any services provided by SELLER is given without warranty, promise or guarantee, express or implied, of any kind. BUYER assumes the risk of using or relying on any such services; and neither SELLER nor any of its employees or other representatives shall be liable for any damages of any kind which BUYER incurs because of using or relying on such services. Without limiting the foregoing, with respect to any information (including without limitation any opinions, recommendations or findings) in any report prepared or presented by SELLER, its employees or other representatives ("Report"), SELLER presents such information in good faith and which it believes to be correct. SELLER makes no claims, promises, warranty, or guarantees, express or implied, as to the accuracy, completeness, or legitimacy of any information presented and expressly disclaims liability for errors and omissions with respect thereto. Further, SELLER makes no representations or warranties as to the use of any such information, or that it will produce the desired outcome. SELLER attempts to maintain the highest accuracy of content in such reports. It is the responsibility of any persons accessing the Report to verify for themselves all claims and information presented therein. One who uses the information presented in the Report assumes the risk of using or relying on any information contained therein. Neither SELLER, its employees, nor its agents shall be liable for any damages of any kind which a user incurs because of viewing, distributing, using or copying materials presented. SELLER MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN ANY REPORT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION PRESENTED. THE INFORMATION COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. SELLER IN NO WAY CAN BE HELD LIABLE FOR TYPOGRAPHICAL OR TECHNICAL ERRORS OR FOR OMISSIONS.

5. SELLER'S LIABILITY FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER (OTHER THAN AS PROVIDED IN PARAGRAPH 6), WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING SOLE, CONTRIBUTORY, CONCURRENT OR JOINT NEGLIGENCE), STRICT LIABILITY OR ANY OTHER FORM OF LEGAL THEORY SHALL NOT EXCEED THE PRICE OF THE QUANTITY OF THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF PROFITS OR INCOME, LOSS OF USE OF PROPERTY, ANY INTERRUPTION OF OR TO BUYER'S BUSINESS, OR OTHER INDIRECT OR CONSEQUENTIAL DAMAGES HOWSOEVER CAUSED WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING SOLE, CONTRIBUTORY, CONCURRENT OR JOINT NEGLIGENCE) STRICT LIABILITY OR ANY OTHER FORM OF LEGAL THEORY.

6. Notwithstanding any other provision in the Agreement, SELLER shall not be liable for any damages caused to BUYER from any delay or failure to deliver the Product resulting from: acts of God; laws, rules, regulations, orders or requests or other action or inaction of applicable authority; war; fire; flood; epidemic or pandemic (including any COVID-19 outbreak); quarantine; strike; lockout; accident; plant breakdown; shortage of or inability to obtain at commercially reasonable prices raw materials, fuel, power or transportation; or any other similar or different cause whatsoever beyond the reasonable control of SELLER which interferes with the production, supply or transportation of the Product. Further, during any period of shortage of Product arising for whatever reason, SELLER may institute order control on reasonable terms in relation to its supply of Product to customers, and such order control shall not be deemed a breach of this Agreement. In no event shall SELLER be obligated to purchase materials from others to enable it to deliver Product to BUYER. BUYER shall indemnify, defend and hold harmless SELLER and all of SELLER's officers, directors, shareholders, affiliated companies, employees, agents and representatives from any and all claims of any third party or parties (including, without limitation, BUYER's employees and agents, and end users, if any) arising, directly or indirectly, in whole or in part, from the handling or use of the Product by BUYER or third party, including if the damages are alleged to have been caused by SELLER's sole negligence.
7. Seller's weights, taken at shipping points, shall be conclusive unless proven in error. No allowances shall be made for waste, leakage, loss or damage after loading and delivery to carrier. All claims on account of quantity, weight and/or condition are waived by BUYER unless made in writing and delivered to SELLER within fifteen (15) days from the date of delivery.
8. If an operating change is required by BUYER such that the requirements will be more than BUYER's estimated annual Product requirements ("Estimated Requirements") agreed to by the parties (if applicable), then both BUYER and SELLER will be required to meet to discuss such a change in BUYER's operating conditions and to discuss how BUYER's greater product requirements can be best met. Notwithstanding the foregoing, SELLER shall not be obligated to supply Product in any contract year, in a quantity in excess of 5% greater than the Estimated Requirements ("Excess Product"). Should BUYER require Excess Product, then BUYER shall advise SELLER in advance, and SELLER shall have the right, but not the obligation, to supply Excess Product, at a price, and at additional terms to be agreed upon by the parties. Should SELLER elect to not supply the Excess Product, BUYER shall be entitled to obtain from any other person such quantity of the Excess Product as SELLER elects not to supply.
9. Notwithstanding any other provisions in this Agreement, any and all current and future tax, excise, fees or other charge (except taxes on or measured by net income) by federal, state, provincial, municipal, local or other authority upon the production, sale, delivery, importation, exportation, ownership and/or use of Product, including but not limited to carbon taxes, are the responsibility of BUYER. The SELLER shall have the right to adjust the price of the Product(s) from time to time to recover increased costs of compliance with any applicable statutes, regulations and/or standards that place mandatory limits or levy taxes on the amount of carbon dioxide or other "greenhouse gases" that SELLER emits to the atmosphere in connection with the production of the Product(s).
10. The Safety Data Sheet (SDS) relating to the Product(s) is located at www.ercoworldwide.com/our-products/products/safety-data-sheets/ (for the US and Canadian SDS) and forms a part of this Agreement. BUYER acknowledges and agrees that SELLER may amend the SDS from time to time by doing one or both of the following: (i) posting an amended SDS at www.ercoworldwide.com/our-products/products/safety-data-sheets/ (for the relevant US and Canadian SDS, as applicable); and (ii) providing a copy of the amended SDS in accordance with paragraph 14. Each amended SDS will form a part of this Agreement. BUYER is responsible for knowing the information and precautions disclosed in the relevant SDSs and conveying it to persons who may be exposed to the Product(s). SELLER may from time to time provide BUYER with additional or supplementary information, recommendations or guidelines relating to the safe unloading, handling, storage, transportation, use, and/or disposal of Product, and BUYER agrees to make itself familiar with such material.
11. Seller is a member of the Chemistry Industry Association of Canada (CIAC) and/or the American Chemistry Council (ACC), and is fully committed to the Responsible Care® principles and practices for Sustainability, through its commitment to the Responsible Care® Global Charter. BUYER and SELLER acknowledge the importance of handling Product so as to not only ensure the safety, protection and improvement of people's lives and the environment, but also to conserve resources and to improve the net contribution to sustainable developments. The parties also acknowledge that product handling practices can lessen their footprints and contribute to the sustainability and betterment of society, the environment and the economy. The parties agree they will handle, store, transport and dispose of Product in accordance with all applicable laws and regulations. SELLER encourages its customers to meet the principles of Responsible Care®. BUYER agrees: to maintain throughout the term of this Agreement safe loading, unloading, handling, storage, transportation, use and disposal procedures and policies with respect to the Product and any trucks or railcars ("vehicles") used; to safely and adequately secure, close and reseal all fittings and openings on the vehicles prior to return of same; to provide drip pans and other accessories as required to prevent releases; and to comply with all applicable laws, rules, and regulations relating to such activities. SELLER shall have the right to review BUYER's policies and procedures in this regard. BUYER agrees to inform its employees and others for whom it is responsible of the hazards, proper use, storage and handling requirements of the Product. BUYER agrees that it shall defend, indemnify and hold harmless SELLER from and against all damage and expense incurred by SELLER as a result of any breach by BUYER of its obligations under this paragraph, including damages to persons, property, or vehicles transporting the Product and damages relating to the clean-up of releases.
12. If at any time BUYER'S financial condition appears unsatisfactory to SELLER and BUYER fails to provide, at SELLER's request, (i) satisfactory security in advance of any shipment, (ii) BUYER's financial statements for the purpose of examining BUYER's financial

condition, or if BUYER fails to comply with the terms of payment or other terms of this Agreement, then SELLER shall be entitled, without prejudice to any of its other rights, to: (a) defer shipment hereunder until BUYER fulfils these obligations, (b) amend the payment terms of this Agreement, and (c) terminate this Agreement upon written notice to the BUYER. SELLER agrees that BUYER's financial statements shall be considered confidential information and SELLER shall not use the confidential information for any other purpose other as than provided for in paragraph 12 herein. Nothing herein shall limit the remedies of SELLER in the event of BUYER's breach.

13. The provisions of paragraphs 4, 5, 6, 11, 13, and 15 shall survive expiry or termination of this Agreement. BY REQUESTING SHIPMENT OF THE ABOVE PRODUCT OR BY ORDERING SAID PRODUCT, BUYER AGREES TO THE TERMS AND CONDITIONS OF SALE SET FORTH IN THIS AGREEMENT.
14. All notices required or contemplated to be delivered by this Agreement shall be in writing and may be given by hand, by courier or registered mail (return receipt requested and postage prepaid), sent to the addresses set forth in the Sale Confirmation or to such other address that may be designated by the receiving party in writing. A notice will be deemed to have been received as follows:
 - a. if it is delivered by hand, upon the date of receipt;
 - b. if it is delivered by courier or registered mail (return receipt requested and postage prepaid), upon receipt as indicated by the date on the return receipt; and
 - c. if it is sent by fax, when an acknowledgment or transmission report is generated by the machine from which the fax was sent.
15. This Agreement shall be interpreted in accordance with the laws of Ontario and the federal laws of Canada applicable therein, without giving effect to its conflict of laws rules or principles. In the event of any dispute hereunder, the dispute will be resolved in the courts of Ontario, to the exclusion of any other forum. The United Nations' Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. This Agreement shall not be assignable without the written consent of the other party, which consent shall not be unreasonably withheld. This Agreement shall enure to the benefit of and binds the parties and their successors and permitted assigns. The terms and conditions contained herein relating to Product pricing are confidential and shall not be disclosed by either party to any third party during the term of this Agreement and for a period of two (2) years thereafter, except and to the extent required by law.
16. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, which shall remain in full force and effect. If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced in whole or in part, such provision shall be interpreted so as to remain enforceable to the maximum extent permissible consistent with applicable law, and the remaining conditions and provisions or portions thereof shall nevertheless remain in full force and effect and enforceable.