

RHE-TECH, LLC

TERMS AND CONDITIONS OF SALE

1. Definitions. Unless otherwise defined herein, all capitalized terms used in these Terms and Conditions of Sale (“Terms and Conditions”) have the meanings given to them in the last Section of these Terms and Conditions.

2. General Terms and Conditions.

(a) These Terms and Conditions apply to all Products sold by any Seller. All references to Seller means any Seller as the context requires. Subject to Sections 2(b) and 2(c) below, all proposals, quotations, purchase orders, forms, documents, instruments, writings, correspondence, communications and sales between or involving Seller and Buyer regarding the Products, regardless of how initiated or by whom, and regardless of how submitted, transmitted, presented, provided or delivered, are and shall be subject to these Terms and Conditions in all respects and at all times. These Terms and Conditions are contained on Seller’s website under www.rhetetch.com and may also be referred to on Seller’s invoices. Buyer has reviewed, understands, accepts and agrees to be bound by these Terms and Conditions in all respects and at all times.

(b) Notwithstanding Section 2(a) above to the contrary, if there is a signed written agreement then in effect between Seller and Buyer with respect to any sales of Products which is signed by an Officer of Seller (a “Sales Agreement”)¹, then the Sales Agreement shall govern and control including for those matters that are not covered or addressed in these Terms and Conditions; provided, however: (i) if the Sales Agreement does not cover or address all matters contained in these Terms and Conditions, then the Sales Agreement shall govern and control only those matters covered or addressed in the Sales Agreement, and these Terms and Conditions shall govern and control all other matters not covered or addressed in the Sales Agreement; and (ii) any terms in the Sales Agreement that conflict with these Terms and Conditions, the Sales Agreement shall govern and control such terms. On the other hand, if there is no Sales Agreement, these Terms and Conditions shall govern and control. In the event of a conflict between a proposal, quotation, purchase order, form, document, instrument, writing, correspondence and/or communication between or involving Seller and Buyer regarding the Products and these Terms and Conditions, absent a Sales Agreement, these Terms and Conditions shall govern and control.

(c) Absent a Sales Agreement that covers or addresses any new, additional, inconsistent and/or different terms or conditions which shall govern and control if contained in the Sales Agreement, any new, additional, inconsistent and/or different terms or conditions, contained in, on or within: (i) Buyer’s proposal, request for quotation, purchase order, form, document, instrument, writing, correspondence and/or communication that is initiated, submitted, transmitted, presented, provided or delivered by Buyer to Seller; or (ii) any document, manual, form or language used by or referred to by Buyer; or (iii) Buyer’s acceptance of any proposal, quotation, form, document, instrument, writing, correspondence or communication; or (iv) any portal, mobile software application, link, hyperlink and/or any websites used or maintained by

¹ Any Sales Agreement that is not signed by an Officer of Seller shall not have any validity and shall not be binding.
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Buyer, including, but not limited to, containing general terms and conditions, are in each instance, expressly disclaimed and rejected by Seller, are not binding on Seller, are null, void and of no effect whatsoever and may not be used or construed to modify these Terms and Conditions, even if Seller has or is deemed to have accepted or acknowledged receipt of same, and Buyer shall be bound by the contract for sale of the Products which contract for sale shall expressly exclude and shall be deemed to exclude any such new, additional, inconsistent and/or different terms or conditions absent a signed Sales Agreement that covers or addresses same.

(d) BY REQUESTING A QUOTATION FROM SELLER OR PRESENTING A PROPOSAL, PURCHASE ORDER, FORM, DOCUMENT, INSTRUMENT, WRITING, CORRESPONDENCE AND/OR COMMUNICATION TO SELLER AND ABSENT A SIGNED SALES AGREEMENT, BUYER CONFIRMS, ACCEPTS AND AGREES THAT THESE TERMS AND CONDITIONS SHALL GOVERN ALL SALES OF PRODUCTS BETWEEN SELLER AND BUYER, AND NO CHANGES OR NEW, ADDITIONAL, INCONSISTENT OR DIFFERENT TERMS OR CONDITIONS WILL MODIFY OR CHANGE THESE TERMS AND CONDITIONS UNLESS AGREED TO IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NO EMPLOYEE OR AGENT OF SELLER HAS THE AUTHORITY TO MODIFY OR CHANGE THESE TERMS AND CONDITIONS VERBALLY.

(e) SELLER EXPRESSLY DISCLAIMS, REJECTS AND SHALL NOT BE BOUND BY ANY TERMS OR CONDITIONS BETWEEN BUYER AND ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO BUYER'S CUSTOMERS, AND NO SUCH TERMS OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENT REGULATIONS OR "FLOWDOWN" TERMS OR CONDITIONS, SHALL BE OR BECOME A PART OF OR INCORPORATED INTO ANY PROPOSAL, QUOTATION, PURCHASE ORDER, FORM, DOCUMENT, INSTRUMENT, WRITING, CORRESPONDENCE, COMMUNICATION OR SALE BETWEEN SELLER AND BUYER.

3. Security Interest. Buyer hereby grants to Seller, to secure the payment in full of all payment obligations owing from Buyer to Seller, a continuing security interest in and to all of the Products now and hereafter purchased by Buyer, wherever located, and all proceeds and products of and from such Products. Buyer acknowledges and agrees that this Section constitutes a security agreement and hereby authorizes Seller to file any financing statements and/or other documents necessary to perfect and protect Seller's interests and rights hereunder in any public office in any jurisdiction deemed necessary by Seller. Buyer hereby grants Seller a limited power of attorney for the sole purpose of executing and/or filing such financing statements and other documents.

4. Customer Requirements Manual. Notwithstanding anything to the contrary contained herein, in addition to these Terms and Conditions, all proposals, quotations, purchase orders, forms, documents, instruments, writings, correspondence, communications and sales between or involving Seller and Buyer regarding the Products, regardless of how initiated or by whom, and regardless of how submitted, transmitted, presented, provided or delivered, are and shall be subject to Seller's Customer Requirements Manual in all respects and at all times, as may be amended, modified, updated and/or restated from time to time ("CRM"). The CRM includes, but is not limited to, terms that govern quality, delivery, packaging and labeling. The CRM is contained on Seller's website under www.rhetech.com and is incorporated by reference herein.

Buyer has reviewed, understands, accepts and agrees to be bound by the CRM in all respects and at all times.

5. Pricing. Product prices are determined by the applicable Sales Agreement, if any. In the absence of a Sales Agreement, prices are determined by Seller's confirmation of Buyer's proposal, purchase order, form, document, instrument, writing, correspondence or communication or, in the absence of a confirmed proposal, purchase order, form, document, instrument, writing, correspondence or communication, Buyer agrees to and shall pay the prices quoted by Seller. Any quoted price, unless otherwise specified on the face thereof, shall be immediately adjusted to equal any applicable lower or higher price announced by Seller. Any revised price shall apply only to shipments made on or after the effective date of the change in price.

6. No Right of Set Off. Buyer has no right to deduct or set off from the purchase price of the Products any damages, losses, costs or expenses incurred by Buyer as a result of any action on the part of Seller or otherwise.

7. Quantity Variances. The difference between the quantity of Products ordered by Buyer and the quantity actually delivered by Seller may vary by up to ten percent (10%) up or down. Buyer agrees to and accepts such excess or diminution variances in the quantity of Products and the adjustments in price up or down accordingly.

8. Weight Variances. Buyer's claims on account of weight variances of Products shall only be allowed by Seller if: (a) the weight variance is in excess of one percent (1%) or more of the entire contents of all shipments of Products (excluding, however, shipments of Products by bulk rail car and truck in which case claims will only be reviewed by Seller if the weight variance is in excess of one percent (1%) or more of the entire contents of such bulk shipments); (b) such claim is made by Buyer within ten (10) days after receipt of the Products at the destination; and (c) supported by certified bulk scale tickets in the event of bulk shipments; otherwise if (a)-(c) are not satisfied, Buyer's claims shall not be allowed and shall automatically be deemed to be rejected and denied.

9. Credit and Default. Each delivery of Products shall stand as a separate sale and is subject to credit arrangements with Seller or to receipt of payment in full. Buyer represents and warrants to Seller that it is solvent and hereby makes a continuing representation and warranty of its solvency at the time of each tender or delivery hereunder. In the event of a default by Buyer of these Terms and Conditions, a Sales Agreement, purchase order, payment obligations or any other terms or conditions, in addition to all other remedies available to Seller at law or in equity, Seller may elect to its enforce it rights and remedies under the applicable Uniform Commercial Code including, but not limited to, the following: (a) cancel any order or other contracts (or any part thereof) with Buyer (with Buyer remaining liable for damages); (b) reduce the quantities to be delivered or defer any shipments or other tenders hereunder; (c) declare forthwith due and payable all outstanding invoices to Buyer under any order or any other contract; (d) bill at contract price (on a cash before delivery basis if Seller so elects) all or any part of the Products covered by any order or any other contracts and require Buyer to specifically perform any such order or contract by taking in and paying for such Products before delivery; and/or (e) recover Seller's costs and expenses, including attorney's fees. If payment is not made by Buyer in accordance with terms, or

if Seller shall have any doubt at any time as to Buyer's financial condition, Seller may withhold delivery of Products until the Seller receives adequate assurance that Buyer is financially solvent in the sole and absolute discretion of Seller.

10. Force Majeure.

(a) Notwithstanding anything to the contrary contained in these Terms and Conditions, a Sales Agreement, or any proposal, quotation, purchase order, form, document, instrument, writing, correspondence, communication or sale between or involving Seller and Buyer regarding the Products, if Seller is prevented from or delayed in complying, either totally or in part, with any manufacturing and/or deliveries of Products, by reason of fire, flood, storm, strike, failure of machinery or equipment, walkout, lockout or other labor trouble or shortage, injunction, acts, omissions or delays by suppliers, shippers, carriers or freighters, including lost shipments or delays by customs, inability to obtain containers or obtain access to or use of transportation facilities, inability to obtain fuel, power, energy or raw materials, any law, order, action, measures, proclamation, regulation, ordinance, demand, seizure or requirement of any governmental authority, including any stay at home order, quarantine or other form of executive order, national defense requirements, riot, civil commotion or unrest, war, invasion, incursion, insurrection, rebellion, act of terrorism, nuclear or other accidents, explosion, casualty, epidemic, pandemic, public health emergency, communicable disease outbreak, act of God, act, omission or delay in acting by any governmental or military authority or third party, or for any other reason or cause beyond the reasonable control of Seller (each, a "Force Majeure Event"), then upon notice to Buyer, such manufacturing and/or deliveries shall be suspended during the period of such Force Majeure Event even though the Force Majeure Event may have been foreseeable, and Seller shall be excused from its performance and shall have no liability to Buyer, or any third party, including without limitation, Buyer's customers, in connection with such suspension, and Buyer shall not have the right to terminate any Sales Agreement or any purchase order, form, document, instrument, writing, correspondence, communication or sale between or involving Seller and Buyer regarding the Products unless such termination is agreed to by Seller in writing in Seller's sole and absolute discretion. Seller shall use commercially reasonable efforts to resume such manufacturing and/or deliveries as soon as possible or practicable after the occurrence of a Force Majeure Event.

(b) Notwithstanding anything to the contrary contained in Section 10(a) above, quantities of Products affected by suspension of manufacturing and/or deliveries due to a Force Majeure Event may be eliminated by Seller in its sole and absolute discretion from any order or sale between Seller and Buyer, and Seller shall be excused from its performance and shall have no liability to Buyer, or any third party, including without limitation, Buyer's customers, in connection such elimination from any such order or sale, but the remaining portion of the order or sale shall remain otherwise unaffected.

(c) Notwithstanding anything to the contrary contained in Section 10(a) above, if Seller is unable to supply the total demand for Products from any order or sale between Seller and Buyer due to a Force Majeure Event, Seller may, in its sole and absolute discretion, distribute its available supply among any or all purchasers of its Products, as well as departments and divisions of Seller

on such basis as Seller may deem fair and practical, and Seller shall be excused from its performance and shall have no liability to Buyer, or any third party, including without limitation, Buyer's customers, in connection such re-distribution of its supply.

(d) Notwithstanding anything to the contrary contained in Section 10(a) above, if any Sales Agreement or any proposal, quotation, purchase order, form, document, instrument, writing, correspondence, communication or sale between or involving Seller and Buyer regarding the Products, covers material that must necessarily be manufactured especially for Buyer or not customarily carried in stock by Seller and such Sales Agreement or any proposal, quotation, purchase order, form, document, instrument, writing, correspondence, communication or sale between or involving Seller and Buyer regarding the Products, is suspended or terminated due to a Force Majeure Event, Buyer shall take delivery of and pay for as much of the material as has been completed together with that still in process on the date of notice of such suspension or termination. If Buyer for any reason cannot accept delivery of such material, Buyer shall pay for same as though delivery had been made and Seller may store such material for Buyer's account at Buyer's expense.

11. Limited Warranty.

(a) Seller provides the following limited warranty to Buyer (the "Limited Warranty"). Seller warrants that all Products sold to Buyer will (i) be free from defects in material and workmanship, and (ii) conform to product specifications or to product data sheets that have been agreed to by Seller and not with respect to design issues within Buyer's or any third party's systems, including without limitation, Buyer's customers, which design issues within such systems are not warranted by Seller and are expressly disclaimed by Seller. Notice of defective or nonconforming Products must be made by Buyer to Seller in writing within ten (10) days of delivery. Failure to timely provide such written notice to Seller within such 10-day period shall constitute and be deemed to be an absolute and irrevocable release and waiver by Buyer of: (i) the right to reject such Products; (ii) the right to revoke acceptance of such Products; and (iii) all rights, claims, actions, proceedings, demands, allegations, losses, liabilities, damages, costs, expenses and fees against Seller and its officers, employees, agents and representatives arising from, related to or in connection with such defective or nonconforming Products.

(b) Subject to timely compliance with the 10-day written notice period set forth in Section 11(a) above, defective or nonconforming Products may not be returned until authorized in writing by Seller and only upon specific instructions given by Seller. Seller will examine the Products to determine whether there was an error in the manufacturing process, and if Seller is able to establish the validity of Buyer's claim. If it is determined by Seller that Buyer's claim is timely and that the Products are defective or nonconforming, Seller's sole obligation to Buyer is limited to either repair or replacement, at Seller's sole and absolute discretion, which shall fully satisfy and discharge the Limited Warranty. Without liability, Seller shall have the right to withhold repair or replacement on any Product subject to the Limited Warranty in the event Buyer's accounts with Seller are not current in payment.

(c) Products shall not be considered defective and shall not be subject to the Limited Warranty and the Limited Warranty shall specifically exclude and not extend to, any Products (i)

which have been subjected to misuse, negligence, accident, or improper maintenance, installation or application by Buyer or Buyer's customers, or (ii) which have been repaired or altered without Seller's prior written consent, or (iii) which fail to perform their intended use solely due to the specifications or drawings provided to Seller which were not accepted by Seller, or (iv) resulting from component parts not provided by Seller and added to the finished product by Buyer or any third party, including without limitation, Buyer's customers, or (v) where the defect is caused by or the fault of the act or omission by Buyer or any third party, including without limitation, Buyer's customers, or (vi) that are considered normal manufacturing defects or customary variations from specifications.

(d) THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, PERFORMANCE, QUALITY, DESIGN, DESCRIPTION, DURABILITY, SUITABILITY, STRENGTH, SHRINKAGE, THICKNESS, SIZE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY SELLER.

12. Buyer and Third Party Products/Indemnification.

(a) Products manufactured by Buyer and any third party, including without limitation, Buyer's customers, may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products (the "Buyer and Third Party Products"). Buyer and Third Party Products are not covered by the Limited Warranty whatsoever. What happens to the Products, and how they are handled, used, integrated, incorporated, installed, attached and/or packaged into or with other products, and the resale of the Products, including as part of Buyer and Third Party Products are not Seller's responsibility and Seller shall have no liability or responsibility therefor. No claim or action shall be allowable against Seller after the Products have been processed in any manner whether by Buyer or any third party, including without limitation, Buyer's customers.

(b) Seller shall not be liable for, and Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, actions, proceedings, demands, allegations, losses, liabilities, damages, costs, expenses and fees, including attorney's fees, directly or indirectly, arising from, related to or in connection with (i) with the handling, use, integration, incorporation, installation, attachment and/or packaging of the Products or from any other causes whether by Buyer or any third party, including without limitation, Buyer's customers, whether in the manufacturing process or otherwise, or (ii) such Buyer and Third Party Products. Buyer assumes all risk, responsibility, liability and obligation resulting from the handling, use, integration, incorporation, installation, attachment and/or packaging of the Products, whether used independently, or in combination with other products.

13. Limitation of Liability. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM, DAMAGE OR EXPENSE CAUSED BY, CONTRIBUTED TO, OR ARISING OUT OF THE ACTS OR OMISSIONS OF BUYER OR ANY THIRD PARTIES, INCLUDING

WITHOUT LIMITATION, BUYER'S CUSTOMERS, WHETHER NEGLIGENT OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTIES, INCLUDING WITHOUT LIMITATION, BUYER'S CUSTOMERS, FOR ANY LOST REVENUES, LOST BUSINESS, LOST PROFITS, LOST SALES, LOST OPPORTUNITIES, LOSS OF USE OF ANY PRODUCT, BUSINESS INTERRUPTION, PRODUCTION DAMAGES, EQUIPMENT DOWNTIME, COST OF ANY SUBSTITUTE FOR PRODUCTS, DAMAGES FOR INJURY TO PERSONS OR PROPERTY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY NOTWITHSTANDING A FINDING THAT ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY FOR ANY CLAIM OR CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS, ANY SALES AGREEMENT OR ANY PROPOSAL, QUOTATION, PURCHASE ORDER, FORM, DOCUMENT, INSTRUMENT, WRITING, CORRESPONDENCE, COMMUNICATION, OR SALE BETWEEN OR INVOLVING SELLER AND BUYER REGARDING THE PRODUCTS, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCTS. Any claim or cause of action by Buyer arising out, relating to or in connection with these Terms and Conditions, a Sales Agreement, or any proposal, quotation, purchase order, form, document, instrument, writing, correspondence, communication OR sale between or involving Seller and Buyer regarding the Products, must be commenced by Buyer within one (1) year after the claim or cause of action has accrued or it shall be forever barred.

14. Non-Infringement. Seller warrants, to the best of its knowledge, that the Products do not incorporate or infringe upon any patent or other intellectual property rights of any third party; provided, however, Seller does not make any such non-infringement warranty in connection with the handling, use, integration, incorporation, installation, attachment and/or packaging of the Products into other materials, products or designs including Buyer and Third Party Products, and Seller expressly disclaims any such non-infringement warranty.

15. Technical Advice.

(a) Upon Buyer's written request, Seller in its sole and absolute discretion, may furnish to Buyer technical advice or assistance with reference to the use of the Products sold but only if and to such extent as Seller has such advice or assistance conveniently available. If any such technical advice or assistance is furnished, it shall be given and accepted by Buyer at Buyer's exclusive risk, on an "as-is" where is" "without warranties" and "without recourse" basis, and Seller shall not be responsible for or have any liability to Buyer or any third party, including without limitation, Buyer's customers, for the advice or assistance given or the results thereof.

(b) Buyer agrees that Seller will not have control over the design, testing or labeling of any product produced using the Products, including any Buyer and Third Party Products, and that Buyer is not relying on any representation or statement made by, or on behalf of, Seller with respect

to the suitability of any Product for any purpose, or on any advice, recommendation or information obtained from Seller's product literature or websites, including any design aid or other service made available by Seller. Buyer has tested and investigated the Products enough to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer and will not make any claim against Seller based on Seller's advice, statements, information, services or recommendations.

16. Taxes and Other Charges. In the absence of a written agreement to the contrary or except as may otherwise be provided in these Terms and Conditions with respect to the method of shipment and delivery, in addition to the purchase price for the Products, Buyer shall pay for or reimburse Seller for all taxes, excises, duties, fees and other charges which Seller may be required to pay to any governmental authority upon or arising from the sale, manufacturing, storage and/or transportation of the Products sold to Buyer.

17. Export Control and Economic Sanctions Compliance. Buyer shall ensure that any Products received from Seller are exported by Buyer only in compliance with applicable laws, including U.S. export control and economic sanctions laws. At all times, Seller shall be entitled to decline to sell or ship to any party appearing on the Denied Persons List published by the Bureau of Industry and Security of the U.S. Department of Commerce, or identified in any similar governmental publication.

18. Shipping and Delivery.

(a) In the absence of a written agreement to the contrary, Seller shall designate the shipping and delivery terms, mode of transportation, and carrier for all shipments of the Products. If delivery is delayed by Buyer or by reason of any Force Majeure Event, the storage of the Products for the account of Buyer shall constitute delivery. Seller shall not have any liability to Buyer or any third party, including without limitation, Buyer's customers for any acts, omissions or delays by suppliers, shippers, carriers or freighters, including lost shipments or delays by customs, or the inability obtain containers or obtain access to or use of transportation facilities.

(b) All shipping and delivery terms contained on purchase orders or any other proposals, quotations, forms, documents or any other writing, request or similar instrument initiated, submitted, transmitted, provided or delivered by Buyer to Seller shall be governed by the International Chamber of Commerce *Incoterms 2020* as may be amended, modified, updated and/or restated from time to time ("*Incoterms 2020*") and are incorporated herein by reference, with specific reference made to Free Carrier (FCA), Carrier and Insurance Paid To (CIP), Delivered at Place (DAP) and Delivered Duty Paid (DDP). To the extent any of the Terms and Conditions contained herein are inconsistent with *Incoterms 2020*, the Terms and Conditions contained herein shall govern and control.

19. Title. Unless otherwise agreed by Seller in writing, title to the Products shall pass from the Seller to Buyer when Seller has completed its delivery obligations according to the shipping and delivery method used in these Terms and Conditions or otherwise.

20. Illegal or Against Public Policy. If any government action should place or continue limitations on the price to be paid to the Seller for the Products such that it would be illegal or against public or government policy for Seller to charge, assess or receive the full amount of such prices, then Seller shall have the option (1) to terminate performance of the affected portion of the contract without liability for any damages, (2) to revise the contract subject to Buyer's approval in order to most nearly accomplish the original intent, or (3) to continue to perform under the contract subject to such reductions in prices as Seller may deem necessary to comply with such governmental action.

21. Assignment. Any Sales Agreement, and any proposal, quotation, purchase order, form, document, instrument, writing, correspondence, communication and sale between or involving Seller and Buyer regarding the Products is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller in Seller's sole and absolute discretion.

22. Non-Disclosure/Confidentiality. Buyer and its officers, directors, shareholders, members, managers, employees, representatives and agents (collectively, the "Representatives") acknowledge and agree that all non-public tangible and intangible confidential or proprietary information, ideas, concepts, processes, practices, plans, materials and documentation, whether orally or in writing, received from and/or relating to Seller or its Affiliates, including, but not limited to, any aspect of its business, business affairs, finances, financial information, pricing and pricing information (whether contained on or in quotations, invoices, writings, correspondence, communications or otherwise between or involving Seller and Buyer), technical information, strategies, techniques, plans, designs, drawings, specifications, relationships, arrangements and affairs of Seller or its Affiliates, are in each and every instance confidential and proprietary to Seller (collectively, the "Confidential Information"). Buyer and its Representatives agree to protect and safeguard the Confidential Information to prevent the unauthorized use or disclosure thereof. Buyer and its Representatives shall keep strictly confidential, shall not utilize, and shall not make available, communicate, disclose, disseminate or release the Confidential Information, to any person or entity, directly or indirectly, in any manner whatsoever under any circumstances and at any time, including, but not limited to, in connection with the soliciting of or negotiations with any competitor or customer of Seller. All Confidential Information shall remain the exclusive property of Seller. Buyer shall be responsible and liable for the actions and non-actions of its Representatives. SELLER AND BUYER AGREE THAT DUE TO THE CONFIDENTIAL AND/OR PROPRIETARY NATURE OF THE CONFIDENTIAL INFORMATION, THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPOSSIBLE TO ESTABLISH OR PROVE, AND AGREE TO THE EXACT DOLLAR AMOUNT OF, THE DAMAGES SUSTAINED BY SELLER BASED UPON A BREACH OR VIOLATION OF THIS SECTION BY BUYER. THEREFORE, BUYER AGREES UPON ANY SUCH BREACH OR VIOLATION OF THIS SECTION TO PROMPTLY PAY TO SELLER THE LUMP SUM AMOUNT OF \$250,000.00 (TWO HUNDRED FIFTY THOUSAND DOLLARS) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND AGREES THAT SUCH LIQUIDATED DAMAGES IS REASONABLE BASED ON THE ANTICIPATED HARM CAUSED BY SUCH A BREACH OR VIOLATION OF THIS SECTION BY BUYER AND THE DIFFICULTIES OF PROOF OF LOSS AND THE INCONVENIENCE AND NONFEASABILITY OF OBTAINING ANY ADEQUATE REMEDY.

23. Miscellaneous.

(a) These Terms and Conditions, any Sales Agreement, and all proposals, quotations, purchase orders, forms, documents, instruments, writings, correspondence, communications and sales between or involving Seller and Buyer regarding the Products, shall be governed by the laws of the State of Michigan without regard to conflict of law provisions. Any dispute arising under, relating to or in connection with any of the foregoing shall be subject to the exclusive jurisdiction and venue of the Circuit Court of Oakland County, Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division.

(b) Neither course of performance or dealing, nor usage of trade, nor prior writings or agreements shall be used to qualify, explain or supplement any of these Terms and Conditions.

(c) These Terms and Conditions do not and are not intended to confer any rights or remedies upon any person or entity other than Buyer.

(d) In the event of any litigation or collection action arising out of Buyer's purchase of Products, Seller shall be entitled to reimbursement from Buyer for its attorney's fees and costs.

(e) Failure by Seller to enforce any rights under or to insist upon strict performance of any provision in these Terms and Conditions shall not constitute a waiver of any breach or a waiver of such provision, irrespective of the length of time for which such failure continues.

25. Definitions.

(a) "Seller" means Rhe-Tech, LLC, a Michigan limited liability company, Thermocolor LLC d/b/a RheTech Colors, a Michigan limited liability company, or Rhe-Tech Engineered Plastics, LLC, a Michigan limited liability company, as the context requires, and their respective Affiliates, successors or assigns.

(b) "Buyer" means person, firm, party, company, corporation or entity purchasing any Products from Seller.

(c) "Products" means any products or goods sold by Seller to Buyer.

(d) "Affiliates" means any person or entity now or hereafter in control, controlled by or in common control with Seller. "Control" means the power to direct the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting equity, by contract or otherwise.

(e) "FCA [*named place*]" or "Free Carrier [*named place*]" means that Seller shall deliver the goods, cleared for export, to the carrier nominated by Buyer at the named place. If the named place of delivery is Seller's premises, Seller is responsible for loading the goods on the carrier's mode of transport, and delivery is complete when Seller loads the goods. If the named place of delivery occurs at any other place, Seller is not responsible for unloading the goods from Seller's mode of transport and delivery is complete when Seller places the goods at the carrier's

disposal. Buyer may permit Seller to contract for carriage at Buyer's risk and expense. If applicable, Seller shall arrange for export clearance and shall be responsible for export expenses, including but not limited to any export duties, taxes, licenses, official authorizations, customs formalities and other charges payable upon export, if any. Seller's completed delivery to the carrier nominated by Buyer transfers title and risk of loss or damage to the goods from Seller to Buyer. Buyer shall be responsible for and assume all responsibility and costs relating to the goods from the time Seller's delivery is complete, including but not limited to any carriage of the goods, import costs, transit and insurance, if any. Buyer shall pay the costs of any pre-shipment inspections except when such inspections are mandated by the authorities of the country of export.

(f) "CIP [named place of destination]" or "Carriage and Insurance Paid To [named place of destination]" means that Seller shall deliver the goods, cleared for export, to the carrier nominated by Seller at the named place. Seller shall contract for carriage and pay the cost of carriage necessary to bring the goods to the named destination. If applicable, Seller shall arrange for export clearance and shall be responsible for export expenses, including but not limited to any export duties, taxes, licenses, official authorizations, customs formalities and other charges payable upon export, if any. Seller shall contract and pay for minimum-cover insurance against Buyer's risk of loss or damage to the goods during the carriage to the named place of destination. Buyer shall bear all risks and any additional costs occurring after the goods have been delivered to the carrier nominated by Seller. Buyer shall be responsible for and assume all responsibility and costs relating to the goods from the time Seller's delivery is complete, except that Seller shall pay the cost of carriage to the named place of destination. If applicable, Buyer shall obtain import licenses and shall bear the cost of all customs formalities, duties, and taxes for the import of the goods and for their transit from the named place of destination. Buyer shall pay the costs of any pre-shipment inspections except when such inspections are mandated by the authorities of the country of export. If multiple carriers are used for the carriage to the agreed destination, Seller's duties and responsibilities are complete when Seller delivers the goods to the first carrier. Title and risk of loss or damage to the goods passes from Seller to Buyer when Seller completes delivery to the first carrier nominated by Seller.

(g) "DAP [named place of destination]" or "Delivered At Place [named place of destination]" means that Seller shall deliver the goods to the named place of destination. Seller shall contract for carriage and pay the cost of carriage necessary to bring the goods to the named destination. If applicable, Seller shall arrange for export clearance and shall be responsible for export expenses, including but not limited to any export duties, taxes, licenses, official authorizations, customs formalities and other charges payable upon export, if any. Seller's delivery shall be complete when the goods are placed at the disposal of the Buyer or party nominated by Buyer on the arriving means of transport ready for unloading at the named place of destination. Seller shall bear all risks of loss and of damage to the goods in bringing the goods to the named place. Title and risk of loss or damage to the goods transfers from Seller to Buyer when the goods are delivered at the named place of destination. If applicable, Buyer shall obtain import licenses and shall bear the cost of all customs formalities for the import of the goods and for their transit from the named place of destination. Buyer shall pay the costs of any pre-shipment inspections except when such inspections are mandated by the authorities of the country of export.

(h) “DDP [*named place of destination*]” or “Delivered Duty Paid [*named place of destination*]” means that Seller shall deliver the goods to the named place of destination. Seller shall contract for carriage and pay the cost of carriage necessary to bring the goods to the named destination. If applicable, Seller shall arrange for export and import clearance and shall be responsible for export and import expenses, including but not limited to any export and import duties, taxes, licenses, official authorizations, customs formalities and other charges payable upon export and import, if any. Seller’s delivery shall be complete when the goods are placed at the disposal of Buyer on the arriving means of transport ready for unloading at the named place of destination. Seller shall bear all risks of loss and of damage to the goods in bringing the goods to the named place of destination. Title and risk of loss or damage to the goods transfers from Seller to Buyer when the goods are delivered at the named place of destination. Buyer shall pay the costs of any pre-shipment inspections except when such inspections are mandated by the authorities of the country of export.

(i) “Fowlerville” means Seller’s premises located at 9201 West Grand River, Fowlerville, Michigan, USA 48836, when used on a purchase order or other similar document as part of a shipping or delivery term.

(j) “Sandusky” means Seller’s premises located at 2901 W. Monroe Street, Sandusky, Ohio, USA 44870, when used on a purchase order or other similar document as part of a shipping or delivery term.

(k) “Whitmore Lake” means Seller’s premises located at 1500 E. North Territorial Road, Whitmore Lake, Michigan, USA 48189, when used on a purchase order or other similar document as part of a shipping or delivery term.