



EW POLYMER GROUP LLC STANDARD SALES TERMS AND CONDITIONS

1. TRANSACTION AGREEMENT

Unless otherwise agreed upon, this document constitutes the entire agreement between EW Polymer Group LLC. ("EW Polymer Group") as seller and the Customer ("Customer") as purchaser, with respect to any sales transactions between the parties. EW Polymer Group expressly rejects any changes, additions, modifications or deletions to these Standard Sales Terms and Conditions ("Terms and Conditions") which are not agreed to in writing by both EW Polymer Group and Customer.

2. CUSTOM ORDERS

These Standard Sales Terms and Conditions may not be sufficient in the case of Custom Orders. Custom Orders will be identified in EW Polymer Group's Order Confirmation to Customer, and may be subject to additional terms and conditions specified and agreed to by the Parties in addition to or other than this Standard Sales Terms and Conditions.

3. OTHER AGREEMENTS

From time to time, EW Polymer Group may enter into Other Agreements which may contain provisions that conflict with or otherwise alter the terms and conditions contained herein. In such cases, these properly executed Other Agreements shall control, and the terms and conditions contained therein shall supersede and replace or amend this policy to the extent called for in the Other Agreement(s). Any term or condition of this policy which is not specifically altered by such Other Agreement(s) shall remain in full force and effect.

4. PRODUCT AVAILABILITY

EW Polymer Group offers for sale its Product(s) and/or Services(s) according to its standard Product Availability in effect at the time of order placement. Any delivery lead time shall be an estimate only and actual delivery shall depend on INCOTERMS (International Commercial Terms) published by the International Chamber of Commerce, as specified in the Purchase Order and Order Confirmation. EW Polymer Group is not obligated to provide advanced notice of pricing or availability changes, nor to honor any pricing or availability information that is outdated, distributed or released in error, a result of typographical error, or which is obtained from any unauthorized source.

5. PURCHASE ORDERS

Customer may place Purchase Orders with EW Polymer Group according to the methods detailed below. EW Polymer Group accepts Purchase Orders under the following terms and conditions:

a. Confirmation: It is EW Polymer Group's policy to issue an Order Confirmation on all Purchase Orders via email or similar. In the case of a formal written Purchase Order, EW Polymer Group will provide a formal written Order Confirmation. EW Polymer Group's Order Confirmation will confirm pricing and availability information, as well as details concerning ship date, freight information, payment terms, and any other important information. Until a complete Order Confirmation including pricing and availability information, as well as details concerning ship date, freight information, payment terms, and any other important information is issued to the Customer, the customer order is not confirmed. Unless otherwise agreed upon, Customer shall be responsible for transmitting their full and complete Purchase Order to



EW Polymer Group at the time of placement. The Order Confirmation will constitute EW Polymer Group's acceptance of Customer's Purchase Order, as it was received, under these Standard Sales Terms and Conditions and/or applicable Other Agreement. Customer shall be responsible for reviewing EW Polymer Group's Order Confirmation to help ensure accuracy. It is EW Polymer Group's standard procedure to use electronic communication and documents whenever possible. In general, EW Polymer Group will disregard requests for signed Confirmations of purchase orders, instead issuing our Order Confirmation. Customer insistence on physical signatures may delay order processing.

b. Detail Discrepancies: Unless otherwise requested by Customer, EW Polymer Group will address discrepancies in Customer's Purchase Order details as follows:

i. Minor Discrepancies: include pricing errors of less than 2%, technical address corrections, product identifications errors, etc., that do not significantly impact the Customer's order. In the case of Minor Discrepancies, EW Polymer Group will note changes and corrections in our Order Confirmation and return to Customer, and will continue processing the order.

ii. Major Discrepancies: include pricing errors of greater than 2%, product choice questions, quantity confusion, etc., that do significantly impact the Customer's order. In the case of Major Discrepancies, EW Polymer Group will note issues in our Order Confirmation and return to Customer with follow up action requested. Further processing will be held pending approval and revised Purchase Order from Customer.

c. Terms Discrepancies: In the event that Customer's Purchase Order as received by EW Polymer Group contains terms that conflict with these Standard Sales Terms and Conditions or applicable Other Agreement, EW Polymer Group will review the conflict(s) and make a determination on acceptance. If EW Polymer Group accepts the Customer's terms, excluding any Acceptance Restrictions indicated below, a formal written Order Confirmation will be issued and will constitute EW Polymer Group's agreement to be bound by the terms of the Customer's Purchase Order, only for the order in question, and shall modify the terms and conditions contained herein to the extent necessary to conform to Customer's Purchase Order. Such modification(s) will be made as if they were an Other Agreement as described herein. If EW Polymer Group does not accept the terms of the Customer's Purchase Order, EW Polymer Group will issue an order Confirmation noting the areas of concern with a request for follow up action.

d. Acceptance Restrictions: Without regard for the issuance of any Order Confirmation, EW Polymer Group expressly rejects any term or condition of a Customer Purchase Order that attempts to modify any obligation or requirement imposed on Customer by EW Polymer Group's Billing Policy or relieves Customer of its obligation to make any payment as required hereunder. The only instrument that can modify an obligation or requirement imposed on Customer by EW Polymer Group's Billing Policy, or relieve Customer of its obligation to make any payment as required hereunder, shall be a formal, written agreement executed by an officer of EW Polymer Group.

e. Order Processing: It is EW Polymer Group's standard procedure to process on items within 5 business day of receipt of Purchase Order. While EW Polymer Group will make every effort to honor requests to expedite orders, it cannot guarantee faster processing.

f. 'Due By' Dates: While EW Polymer Group makes every effort to accommodate "Due Dates" indicated in Customer Purchase Orders, it is not standard procedure to guarantee such deliveries. EW Polymer Group's obligation is to tender orders at the Time and Point of Sale according to our established procedures, with industry-standard transit time. It is the Customer's responsibility to place orders with sufficient time to allow for reasonable and customary processing and transport, as well as any normal



delays. Customer's with expedited time constraints or specific handling requirements will be obligated to bear the incremental costs associated with such needs. EW Polymer Group accepts no responsibility for, and Customer may make no claims against, EW Polymer Group's failure to meet an indicated "Due Date", unless special arrangements have been agreed upon in writing prior to the Time of Sale.

6. SHIPPING & HANDLING

Unless otherwise agreed upon, all orders will be shipped pursuant to EW Polymer Group's standard shipping and handling procedure, and will be subject to EW Polymer Group's current standard shipping and handling charges in effect at the time Purchase Order is placed. Upon request, EW Polymer Group will tender shipments to Customer's choice of carrier(s) under the terms and conditions of standard INCOTERM as agreed in the EW Polymer Group's Order Confirmation.

7. SHIPMENT EMBARGO / MAJOR SERVICE DISRUPTION

EW Polymer Group reserves the right to embargo shipment of orders when, in its sole discretion, there is a significant likelihood that such shipment would be delayed, lost, damaged or otherwise compromised due to a significant circumstance or condition affecting freight transportation. Such situations may include, but are not limited to, natural disasters or extreme weather conditions. Situations can also arise in which there is a Major Service Disruption beyond EW Polymer Group's control in its supply and/or distribution network. Such situations can be caused by natural disasters, extreme weather conditions, public disturbances, labor shutdowns, pandemics, or other unforeseen or unusual events. In the event of Shipment Embargoes or a Major Service Disruption, all time-sensitive performance obligations under these Standard Sales Terms and Conditions shall be suspended. EW Polymer Group will endeavor to minimize the negative impact on Customer and issue all appropriate notices and communications.

8. TAXES

Customer is responsible for payment of applicable sales, use, customs, duties or other taxes that may be levied by any applicable governmental or regulatory authority at the Point and Time of Sale as indicated herein. In certain situations, EW Polymer Group may be required by law to calculate and add taxes to Customer orders, and pay such taxes to a designated taxing authority. Such tax amounts shall be due and payable to EW Polymer Group according to the applicable payment terms, and shall be collectible by EW Polymer Group in the same manner as any other amount due to it. Customers claiming exemption from the collection of such taxes shall be required to provide the necessary documentation to EW Polymer Group as required by the taxing authority, prior to the shipment of Customer's order. If exemption documentation supplied by Customer fails, in EW Polymer Group's judgment, to comply with the regulations of the applicable taxing authority(ies), taxes will be added to the Customer's invoice. EW Polymer Group and Customer may also agree that certain taxes be paid by EW Polymer Group on Customer's behalf and added to Customer's invoice. Such tax amounts shall be due and payable to EW Polymer Group according to the applicable payment terms, and shall be collectible by EW Polymer Group in the same manner as any other amount due to it.

Except as required by law or as otherwise agreed upon between EW Polymer Group and Customer, EW Polymer Group shall not be responsible for the calculation, collection and/or payment if any tax imposed on Customer in connection with the sale, transportation, use or disposal of EW Polymer Group product(s).



9. SPECIAL PRICING ARRANGEMENTS

Special Pricing Arrangements may be negotiated, which offer discounts or other non-standard Product Availability terms to Customer. Such arrangements will be offered in writing to Customer by EW Polymer Group, and must be accepted by Customer and entered into EW Polymer Group's order processing system(s) to be effective. The details of Special Pricing Arrangements are confidential between EW Polymer Group and Customer.

10. POINT AND TIME OF SALE

Unless otherwise agreed upon between EW Polymer Group and Customer, occurrence of both Customer's Purchase Order and EW Polymer Group's Order Confirmation shall constitute the Point and Time of Sale.

11. ORDER CANCELLATION

Unless otherwise indicated, Customer shall have the right to cancel an order without penalty any time prior to the Time of Sale. To effect such cancellation, Customer shall be obligated to notify EW Polymer Group of its intent during EW Polymer Group's operating hours according to the methods of communication detailed herein. Customer shall be liable for full payment on all orders cancelled after the Time of Sale. Should Customer wish to return Product(s) after the Time of Sale, the terms and conditions of EW Polymer Group's Product Guarantee shall apply.

12. OWNERSHIP OF GOODS

Unless otherwise agreed upon between EW Polymer Group and Customer, ownership of goods, subject to the Rights of Use limitations contained herein, shall transfer to Customer pursuant to INCOTERM specified in the EW Polymer Group's Order Confirmation. For the purposes of clarification, the term "FOB" (Free on Board) commonly used on shipping documents shall refer to this transfer of ownership, and shall have no bearing on the payment of, or responsibility for, transportation or other ancillary charges associated with the transaction. In the event that a purchase is made under the standard INCOTERMS, then the meanings and definitions used therein shall apply.

13. PAYMENT FOR ORDER

Customer shall tender payment for all orders placed with EW Polymer Group prior to the Time of Sale unless agreed to by EW Polymer Group and Customer for a different payment term. Such payment shall be made in the agreed upon amount and in a form acceptable to EW Polymer Group. Any late payment shall incur a late payment fee in the amount of 18% per annum on the balance of the payment until paid in full.

14. INSPECTION

Customer shall be responsible for inspecting shipments at the time of receipt and issuing such delivery notice / approval /Confirmation as may be appropriate to indicate such receipt. Customer shall be obligated to refuse and/or document with delivering carrier any shortage, damages or non-conformance at the time of shipment receipt. All Customer claims for shortage, damage or non-conformance shall be waived if not reported to EW Polymer Group within five (5) business days of receipt of shipment.



15. RESPONSIBLE PRACTICES

EW Polymer Group customarily provides sales and technical support assistance before, during and after the purchase process, and endeavors to provide accurate and helpful information to Customer. However, Customer shall be solely responsible for making a final determination as to the suitability and compatibility of EW Polymer Group's product(s) and/or services for Customer's intended use. EW Polymer Group makes available information regarding the intended and recommended uses for its Product(s) and/or Service(s), as well as appropriate directions for use and relevant cautions, as required by applicable law, and as may be customary within the industry. It is the responsibility of the Customer to review such information, make it available to users of the Product(s), and ensure compliance with all applicable building, engineering, workplace safety and environmental protection regulations. Customer assumes all responsibility for proper use of EW Polymer Group Products(s) and/or Service(s). Customer also assumes all risk and liability from improper use of product(s) and/or service(s), or for or failure to follow usage instructions, warnings and cautions, or reasonable and customary practices for using and handling chemical materials.

16. ERROR CORRECTION

In the event that either Customer or EW Polymer Group makes an administrative error that materially affects the transaction, such as incorrect billing terms, incorrect freight terms on a Bill of Lading, typographical error, etc., both Customer and EW Polymer Group agree to take whatever additional actions may be necessary to correct the error and effect the intended terms, conditions and outcomes as agreed upon via the Purchase Order/ Order Confirmation. In the event that either party fails to cooperate in the error correction process in a timely manner, the other party shall have the right to recover its out-of-pocket expenses incurred in resolving the error on its own.

17. RETURNS, GUARANTEE & WARRANTY

EW Polymer Group is a distributor of products manufactured by producers that are not part of EW Polymer Group or are in any way associated with EW Polymer Group. EW Polymer Group provides guarantee specification of product as provided by producer and does not have any control in production of any of products offered to Customer. Any guarantee & warranty associated with the product shall be for respective product producer's own guarantee & warranty and customer shall make any and all returns, guarantee & warranty claim(s) directly with the producer. In no instances shall Customer's claim under this provision relieve Customer from timely payment to EW Polymer Group for the order.

18. FORCE MAJEURE / EXCUSED PERFORMANCE

Obligations to perform under these Standard Sales Terms and Conditions or applicable Other Agreement shall be excused when:

- a. there is any contingency beyond the reasonable control of EW Polymer Group (including, for example, war or hostilities, acts of God, accident, fire, explosion, public protest, pandemic, acts of terrorism, activity of a governmental authority or labor difficulties) which interferes with EW Polymer Group's supply, transportation practices or procedures.
- b. EW Polymer Group is unable to obtain materials, freight or delivery on terms EW Polymer Group deems commercially acceptable. During times when performance is excused, EW Polymer Group will allocate its materials among Customers in any manner that is fair and reasonable. EW Polymer Group shall not be obligated to obtain or allocate materials or production-related services from other sources.



The foregoing provision shall in no event relieve Customer of its obligations to timely pay for orders which have been received.

19. RIGHT OF USE

The underlying technologies and know-how used in EW Polymer Group's product(s) and/or service(s) are proprietary, and are considered confidential Trade Secrets under the Uniform Trade Secrets Act (UTSA). While title to "goods" in the form of EW Polymer Group Product(s) or Service(s) may transfer to Customer, the ownership of, and rights to, the underlying technologies and know-how do not. Upon full payment of charges due to EW Polymer Group, Customer shall have the right to use such product(s) and/or service(s) in any fashion it deems appropriate subject to applicable laws, regulations, agreements or provision of these Standard Sales Terms and Conditions. This Right of Use, however, conveys no right, title, license or interest to the underlying technologies, or know-how used to develop, produce, manufacture, package, distribute or otherwise derive commercial benefit from EW Polymer Group Product(s) or Service(s). Any scientific analysis, laboratory testing, reverse engineering or other effort intended to, or with the result of, discovering the underlying technologies and know-how used in EW Polymer Group Product(s) or Service(s), or which compromises EW Polymer Group's ability to make commercial use of its Product(s) or Service(s), is expressly prohibited, and may be actionable under applicable civil and/or criminal law.

20. CUSTOMER AND PRODUCT SUPPORT

EW Polymer Group may offer customer, product and technical support services to Customers at no charge. Unless otherwise agreed upon in writing, these support services extend only to the original purchasing Customer. Extension of these services to "downline" customers or repurchasers of EW Polymer Group Product(s) will be under the auspices of an agreement between EW Polymer Group and the original purchasing Customer, or on a case-by-case courtesy basis as deemed appropriate by EW Polymer Group.

21. CERTIFICATIONS, APPROVALS & DECLARATIONS

EW Polymer Group Product(s) and/or Service(s) may be offered with various Certifications, Approvals and/or Declarations relating to a variety of topics which may include standards compliance, product compatibility, health and safety information, environmental information, regulatory classification, general business matters, or other areas of information. Such Certifications, Approval & Declarations are prepared and distributed by EW Polymer Group as it deems appropriate, and as may be necessary or advisable in conjunction with the program of a third party regulatory, scientific, legal, professional, governmental or other body. EW Polymer Group is under no obligation to issue such Certifications, Approvals and/or Declarations in any manner contrary to its normal business practices, or which is not required by law or other contractual obligation.

22. MARKET SELECTION

EW Polymer Group, in its sole discretion, may determine through which channels and/or markets it offers its Product(s) and Services(s), as well as its pricing and commercialization strategies, as it deems necessary or advisable. Customer acknowledges that not all Product(s) or Service(s) may be available in all situations, nor to all customers.



23. RIGHT TO REFUSE SERVICE

EW Polymer Group reserves the right to refuse to serve any person or entity, for any reason not excluded by law, in its sole discretion.

24. ASSIGNMENT

EW Polymer Group may, in its sole discretion and without additional notice to Customer, in the future, assign or delegate some or all of its obligations hereunder to any Affiliate. Such Affiliate may effect delivery of Product(s) and/or Service(s) and may invoice Customer directly, under the same terms and conditions described hereunder.

25. ANTI-BRIBERY / ANTI-CORRUPTION

EW Polymer Group's operating policies prohibit the giving, receiving or exchange of gifts or gratuities as a condition of, or in exchange for, business consideration. EW Polymer Group will report any knowledge of bribery or corrupt activities to Customer's management representatives and/or applicable government or regulatory authorities as the situation may warrant.

26. CUSTOMER'S EXCLUSIVE REMEDY

Customer's exclusive remedy, and EW Polymer Group's total liability, if any, for all claims (including without limitation negligence, strict liability and tort) accepted by EW Polymer Group are limited to Customer having the option of replacement of Product(s) and/or repayment of the purchase price paid for the Product(s) or Service(s) which is/are the subject of the claim(s). Neither the Customer nor EW Polymer Group will be liable to the other party for any consequential, punitive, special, exemplary or incidental damages, including but not limited to lost profits.

27. PUBLICATION AND MAINTENANCE

EW Polymer Group shall publish this entire policy on its website, and make copies reasonably available at no charge, upon request, to any interested party. EW Polymer Group shall also maintain records regarding the versioning of this policy, and historical copies of previous versions and their applicable effective date(s). EW Polymer Group shall also notify Customer on each Quotation, Order Confirmation, Packing Slip and Invoice that this policy exists, and that Customer's acceptance of EW Polymer Group's Order Confirmation shall constitute their agreement to the terms and conditions contained herein, and provide reasonable instructions to Customers on how to obtain a full and complete copy.

28. EXPLICIT CONSENT NOT REQUIRED

Customer's explicit consent to and/or Confirmation of this policy is not required for it to have full force and effect and be binding on Customer. Each Customer shall be informed that their acceptance of EW Polymer Group's Order Confirmation shall constitute their agreement to the terms and conditions contained herein.

29. INTERPRETATION

Whenever possible, each provision of this policy shall be interpreted so as to be effective and valid under applicable law, but if any portion of any provision shall be invalid or prohibited by applicable law, such portion shall not invalidate the remaining provisions. All headings contained herein are for reference purposes only and shall not affect the interpretation of this policy.



30. CHOICE OF LAW AND FORUM

All aspects of this policy, including, without limitation, its enforcement, interpretation, and validity, shall be governed by the laws of the State of Florida, United States of America or, to the extent applicable, federal law of the United States of America. In any litigation subsequently arising out of this policy, EW Polymer Group and Customer hereby submit to the exclusive jurisdiction of the state or federal courts of Miami-Dade County, Florida, United States of America.