UNICAT
CATALYST TECHNOLOGIES, LLC

TERMS AND CONDITIONS OF PURCHASE

1. These terms and conditions of purchase ("**Terms**") and the accompanying purchase order ("**Purchase Order**," and together with these Terms, this "**Agreement**") are the only terms that govern the purchase of the goods identified therein (**Goods**") by Unicat Catalyst Technologies LLC ("**Buyer**") from the seller named therein ("**Seller**"). Buyer and Seller may each be referred to as a "Party" or collectively as the "Parties." This Agreement supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral. Seller's acceptance of a Purchase Order, commencement of performance, or delivery of any Goods, whichever occurs first, shall conclusively evidence Seller's unconditional acceptance of these Terms, and Buyer hereby rejects and shall not be bound by any terms or conditions in Seller's quotation, order acknowledgement, invoice, or other written communications that differ from, add to, or modify these Terms.

2. **Delivery.**

2.1. Time is of the essence. Seller shall deliver the Goods on the date(s) specified in the Purchase Order. If Seller anticipates any delay, Seller shall notify Buyer immediately in writing. If delivery is delayed beyond the agreed date, Buyer may, at its option and without liability, (a) require expedited shipment at Seller's expense, (b) reject the Goods and terminate the affected Purchase Order in whole or in part, or (c) procure substitute goods elsewhere and charge Seller for any price difference and reasonable costs incurred.

2.2. Unless otherwise agreed in writing, Seller shall deliver the Goods DAP (Incoterms 2020) Buyer's designated delivery location. Goods shall comply with the packaging, labelling and transport requirements specified in the Purchase Order or applicable Buyer specifications.

2.3. Seller shall not make partial shipments or substitute Goods without Buyer's prior written consent.

2.4. If Seller supplies pallets or special packaging that Buyer is required to return, Seller shall bear the cost of return freight, and Buyer's return obligation is limited to good-faith commercially reasonable efforts within 30 days of Buyer's request.

3. **Acceptance of Order.** A Purchase Order is an offer that is accepted only upon Seller's written acknowledgment, commencement of performance, or delivery of Goods, whichever is earlier. Such acceptance includes acceptance of any agreed specification and any Certificate of Analysis requirements stated in the Purchase Order. Buyer may cancel or modify a Purchase Order at no cost at any time before Seller's acceptance.

4. **Cancellation by Buyer.** Buyer may cancel all or any portion of an accepted Purchase Order for convenience upon written notice to Seller. In such event, Buyer's sole liability shall be to reimburse Seller for documented, reasonable, non-cancellable direct costs actually incurred prior to the date of cancellation, provided Seller uses commercially reasonable efforts to mitigate such costs. Buyer shall have no liability for anticipated profits, consequential costs, or costs incurred after notice of cancellation. Seller shall, at Buyer's request, deliver to Buyer any partially manufactured Goods related to the cancelled order, at no additional cost beyond the reimbursement above.

5. **Safety Documentation.** Seller shall provide Buyer, prior to or upon delivery, with all applicable safety data sheets (SDS), product literature, and safety information necessary for the safe handling, storage, and use of the Goods, and shall promptly notify Buyer of any updates to such information throughout the term of this Agreement and any applicable product life.

6. **Title and Risk of Loss.** Title to the Goods, free and clear of all liens and encumbrances, passes to Buyer upon delivery to the location specified in the Purchase Order. Risk of loss remains with Seller until delivery and acceptance by Buyer at that location. Seller grants no security interest of any kind in the Goods, and any purported retention of title or security interest by Seller is void as between the Parties.

7. **Amendment and Modification.** These Terms may only be amended or modified in a writing signed by an authorized representative of each Party that specifically states it amends these Terms.

8. **Payment Terms.**

8.1. **Invoicing and Payment.** Unless specified otherwise in writing, Buyer shall pay properly invoiced amounts within 60 days after the later of (a) the date of Seller's correct invoice, or (b) Buyer's acceptance of the Goods under Section 9. Buyer shall not be required to make any pre-payment.

8.2. **Disputed Amounts.** Buyer may withhold payment of any amount reasonably disputed in good faith pending resolution, without penalty or interest accrual on the disputed portion.

8.3. **Set Off.** Buyer may set off any amount owed by Seller to Buyer, under this or any other agreement between the Parties, against amounts payable to Seller.

8.4. **Taxes.** All prices are inclusive of, and Seller is responsible for, all sales, use, excise, and similar taxes, duties, and charges imposed on the sale of the Goods, except taxes for which Buyer furnishes a valid exemption certificate. Any customs duties or import tariffs shall be allocated per the agreed Incoterm.

9. **Inspection and Acceptance.** Buyer shall have 30 days following delivery to inspect the Goods and notify Seller in writing of any nonconformance. Goods not rejected within that period are deemed accepted, without prejudice to Buyer's warranty rights under Sections 10-11. Nonconformance in a partial delivery does not affect Buyer's right to reject or cancel the remainder of the order.

10. **Warranty.** Seller warrants that the Goods, upon delivery and for a period of 12 months thereafter (or such longer period as specified in the Purchase Order), will (a) materially conform to the Specifications and any applicable Purchase Order requirements; (b) be free from defects in material, design, and workmanship; (c) be merchantable and fit for the particular purpose for which Buyer has made known to Seller they are required; (d) be free and clear of all liens and encumbrances; and (e) not infringe or misappropriate any third party's intellectual property rights. Seller shall not change the formulation, composition, manufacturing process, manufacturing location, raw material source, packaging, specification or other material characteristic of the Goods without Buyer's prior written approval. These warranties survive any inspection, delivery, acceptance, or payment and run to Buyer and its successors, customers, and assigns.

11. **Remedies.** If Goods fail to conform to the warranties in Section 10, Buyer may, in its discretion and at Seller's expense, require Seller to (a) repair or replace the nonconforming Goods, (b) refund the price paid for the nonconforming Goods, or (c) pursue any other remedy available at law or in equity. These remedies are cumulative, not exclusive, and are in addition to Buyer's right to recover damages caused by the nonconformance. Seller shall bear all shipping and inspection costs associated with a warranty claim.

12. **Intellectual Property.** Seller retains ownership of its pre-existing intellectual property. Any intellectual property first created, developed,

or reduced to practice by Seller specifically for Buyer under a Purchase Order ("**Developed IP**") is a work made for hire and, to the extent not automatically vested in Buyer, is hereby assigned to Buyer. Seller warrants that neither the Goods nor Buyer's use of them will infringe any third-party intellectual property right, and shall indemnify, defend, and hold Buyer harmless against any claim, loss, or expense (including reasonable legal fees) arising from an alleged infringement.

13. **Limitation of Liability.** Nothing in this Agreement limits either Party's liability for (a) breach of Section 12 (Intellectual Property) or Section 15 (Confidentiality); (b) death, personal injury, or property damage caused by negligence; (c) fraud; or (d) any indemnification obligation. Subject to the foregoing, neither Party shall be liable to the other for indirect or consequential damages, except that Buyer's damages arising from Seller's breach of warranty, IP infringement, or failure to deliver conforming Goods are direct damages and are not subject to any cap.

14. **Legal Compliance.** Seller shall comply with all applicable laws, rules, and regulations in connection with this Agreement, including export control and sanctions laws, anti-bribery and anti-corruption laws, anti-slavery, human trafficking, forced labour and modern slavery laws, the requirements if Regulation (EC) No. 1272/2008 on the classification, labelling and packaging of substances and mixtures (CLP Regulation) where applicable, and laws applicable to the manufacture and supply of the Goods. Seller represents it is not listed on and is not 50% or more owned by any party listed on, any applicable denied parties or sanctions list (including the U.S. OFAC SDN List, the UK OFSI Consolidated List, or the EU Consolidated Sanctions List). Seller shall indemnify Buyer against any loss arising from Seller's breach of this Section. Seller shall not procure, source, manufacture, supply or transport the Goods in a manner that would cause the Buyer to breach an applicable sanctions or export control laws. Seller shall, upon request, provide Buyer with export/import information for each item purchased, including: (a) the applicable export classification, including ECCN or EAR99, Export Control Order 2008 classification, or EU Dual-Use Regulation classification, as applicable; (b) the applicable HTS/Schedule B code; and (c) the country of origin. If Seller fails to provide such information, Buyer may require further information or take such other steps as it reasonably considers necessary for trade compliance purposes.

15. **Confidentiality.** All non-public information of Buyer disclosed to Seller in connection with this Agreement, however disclosed and whether or not marked confidential, shall be used solely to perform this Agreement, kept confidential, and not disclosed to any third party without Buyer's explicit prior written consent. Upon request, Seller shall promptly return or destroy all such information. Buyer shall be entitled to injunctive relief for any breach. This Section does not apply to information that is (a) in the public domain through no fault of Seller; (b) already known to Seller without confidentiality obligation at the time of disclosure; or (c) rightfully obtained by Seller from a third party without restriction.

16. **Force Majeure.** Neither Party is liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, including acts of God, natural disaster, epidemic, war, terrorism, pandemic, civil unrest, government action, embargo, or industrial disturbance ("Force Majeure Event"). The affected Party shall notify the other promptly and use reasonable efforts to mitigate. Seller shall maintain reasonable business continuity and contingency arrangements and shall promptly notify Unicat of any material supply risk or actual or anticipated interruption to its production, operations, or supply chain that may affect performance of this Contract. The Seller shall take reasonable steps to mitigate the impact of any such event. If a Force Majeure Event affecting Seller continues for more than 30 days, Buyer may terminate the affected Purchase Order without liability and procure substitute goods elsewhere.

17. **Assignment.** Seller's rights and obligations under this Agreement may not be assigned, transferred, or subcontracted without Buyer's prior written consent. Buyer may freely assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of assets.

18. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing in this Agreement creates any agency, partnership, joint venture, employment, or fiduciary relationship, and neither Party has authority to bind the other.

19. **No Third-Party Beneficiaries.** This Agreement benefits solely the Parties. Nothing in this Agreement confers any right, benefit, or remedy on any other person.

20. **Governing Law & Jurisdiction.** This Agreement is governed by the laws of the State if Texas, United States of America without regard to conflict-of-laws principles. All disputes shall be submitted to the exclusive jurisdiction of the courts of the above jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

21. **Attorney Fees.** In any legal proceeding arising out of this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees, expenses, and court costs, in addition to any other relief awarded.

22. **Notices.** All notices shall be in writing, addressed to the Parties at the addresses on the face of the Purchase Order or such other address as either Party designates by written notice, and delivered by nationally recognized courier or registered/certified mail with return receipt requested.

23. **Severability.** If any term of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, that shall not affect any other term of this Agreement or its enforceability in any other jurisdiction.

24. **Waiver.** No waiver of any provision of this Agreement is effective unless in writing and signed by the waiving Party. No failure or delay in exercising any right operates as a waiver of that right.